



### CHAPTER CCXXXV.

An Act to confer further powers upon the lord mayor aldermen and citizens of the city of Manchester with reference to the construction of waterworks and streets and otherwise for the better local government and improvement of the city to extend the city and to make provision with reference to the borrowing powers of the Corporation and for other purposes. A.D. 1904.

[15th August 1904.]

**W**HEREAS it is expedient that the lord mayor aldermen and citizens of the city of Manchester (in this Act called "the Corporation") should be empowered to make and maintain the waterworks new streets street widenings improvements and other works and to exercise the powers and to acquire and appropriate the lands in this Act respectively mentioned or referred to :

And whereas plans and sections showing the lines and levels of the waterworks new streets street widenings improvements and other works authorised by this Act and plans of the lands by this Act authorised to be acquired and appropriated and a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken by compulsion for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Lancaster :

And whereas it has been found desirable to alter the line and levels of a portion of the aqueduct conduit or lines of pipes (No. 3) originally proposed to be authorised by the Bill for this Act and plans and sections showing the lines and levels of such alteration and a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904. lands through which the said alteration will pass have been deposited with the clerk of the peace for the county of Lancaster :

And whereas the plans sections and book of reference firstly hereinbefore mentioned as amended by the plans sections and book of reference lastly hereinbefore mentioned are in this Act referred to as the deposited plans sections and book of reference respectively :

And whereas it is expedient that the Corporation should be authorised to raise moneys for the following purposes (that is to say) :—

(A) For the purposes of this Act relating to the construction of waterworks the sum of one million and seventy-five thousand pounds :

(B) For further expenditure in connection with the waterworks undertaking of the Corporation in constructing the reservoirs numbered 4 and 5 and works in connection therewith authorised by the Manchester Corporation Waterworks and Improvement Act 1875 the sum of two hundred and twenty-five thousand pounds :

(C) For the purposes of this Act relating to the new streets street widenings improvements and works in connection therewith the sum of one hundred thousand pounds :

(D) For works of paving and sewerage within the city the sum of eighty-eight thousand pounds :

And whereas estimates have been prepared in relation to the foregoing purposes and the several works included in such estimates respectively are permanent works and it is expedient that the cost thereof should be spread over a term of years :

And whereas it is expedient to alter and extend the boundaries of the city of Manchester so as to include within the city the urban districts of Withington and Moss Side in the county of Lancaster and to make all necessary consequential provisions in relation thereto :

And whereas it is expedient to confirm the agreement made between the dean and canons of Manchester the rector and churchwardens of All Saints Church and the Corporation with reference to the electric sub-station and conveniences at All Saints Oxford Street in the city of Manchester as set forth in the Seventh Schedule to this Act :

And whereas it is expedient to make further provision as regards public sanitary conveniences dairymen street betting music valuation lists in North Manchester and free libraries reserve fund

[4 EDW. 7.] *Manchester Corporation (General Powers) Act, 1904.* [Ch. ccxxxv.]

and that the existing Acts relating to the Corporation should be otherwise amended: A.D. 1904.

And whereas the Manchester Whitworth Institute have granted and the Corporation have accepted a lease of certain freehold property in and adjoining the city and known as "Whitworth's Children's Park" as set forth in the Eighth Schedule to this Act and it is expedient that such lease should be confirmed:

And whereas the objects aforesaid cannot be effected without the authority of Parliament:

And whereas an absolute majority of the whole number of the council at meetings held on the eleventh day of November one thousand nine hundred and three and on the second day of December one thousand nine hundred and three after ten clear days' notice by public advertisement of such meetings and of the purposes thereof in the Manchester Guardian newspaper being a local newspaper published or circulating in the city of Manchester such notices being in addition to the ordinary notices required for summoning such meetings resolved that the expense in relation to promoting the Bill for this Act should be charged on the city rate:

And whereas such resolutions were published twice in the said Manchester Guardian newspaper and have received the approval of the Local Government Board:

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the Council at a further special meeting held in pursuance of similar notice on the third day of February one thousand nine hundred and four such meeting being not less than fourteen days after the deposit of the Bill in Parliament:

And whereas in relation to the promotion of the Bill for this Act the requirements contained in the First Schedule to the Borough Funds Act 1903 have been observed:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

PART I.

PRELIMINARY.

1. This Act may be cited for all purposes as the Manchester Corporation (General Powers) Act 1904. Short title.

[Ch. CCXXXV.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904.  
Act divided  
into Parts.

2. This Act is divided into Parts as follows (that is to say) :—

- Part I.—Preliminary.
- Part II.—Waterworks.
- Part III.—Improvements.
- Part IV.—City Extension.
- Part V.—Miscellaneous.
- Part VI.—Finance.

Incorporation  
of Acts.

3.—(1) The following Acts and parts of Acts so far as they are applicable to the purposes and are not inconsistent with the provisions of this Act are hereby incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts (except section 127 of the Lands Clauses Consolidation Act 1845).

(2) The Waterworks Clauses Acts 1847 and 1863 and the clauses and provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof are (except where expressly varied or otherwise provided for by this Act) incorporated with and form part of Part II. of this Act.

In the application of the Railways Clauses Consolidation Act 1845 to this Act the term “railway” shall mean “the reservoir and embankments the tramroad and the aqueducts” and the expression “centre line of the railway” shall with respect to the reservoir and embankments mean “the foot of the outer slope of the reservoir embankments shown upon the deposited plans” and the prescribed limits for the purposes of section 32 of the said Act shall with respect to the said last-mentioned works and the tramroad be five hundred yards.

Interpre-  
tation.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant thereto And in this Act unless the subject or context otherwise requires—

“The city” means the city of Manchester as extended by this Act ;

“The council” means the Council of the city ;

“The city rate” means the city rate of the city ;

“City fund” means the city fund of the city ;

“Town clerk” means the town clerk of the city ;

“Street” includes any highway public bridge road lane footway square court alley or passage whether a thoroughfare or not ;

“Owner” shall have the same meaning as that assigned to it by section 36 of the Manchester Corporation Act 1891; A.D. 1904.

“Local Acts” means the several Acts of Parliament and Orders set forth in the Third Schedule to this Act;

“Daily penalty” means a penalty for every day on which any offence is continued after conviction therefor.

5. Any summons demand notice order or document (other than a conveyance contract or security) to be given made delivered or served by or on the part of the Corporation under this Act shall if signed by the town clerk be of the same effect as if sealed by the Corporation and the provisions of the fifty-first section of the Manchester Corporation Waterworks and Improvement Act 1867 shall apply to every such summons demand notice order or other document. Authenti-  
cation of  
notices.

6. If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Corporation after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the county of Lancaster for the correction thereof and if it appear to the justices that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county of Lancaster and a duplicate thereof shall also be deposited with the town clerk and such certificate and duplicate respectively shall be kept by such clerk of the peace and town clerk respectively with the other documents to which the same relate and thereupon the deposited plans or book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Corporation to take the lands and execute the works in accordance with such certificate. Correction  
of errors &c.  
in deposited  
plans and  
book of  
reference.

7. A copy of the deposited plans sections and book of reference respectively shall be kept by the town clerk who shall permit any person to inspect the same at reasonable times and to make copies of and extracts from the same respectively on payment by any such person of one shilling for every inspection and of the further sum of one shilling for every hour during which such inspection shall continue after the first hour and after the rate of sixpence for every one hundred words copied therefrom. Plans &c. to  
be open to  
inspection.

A.D. 1904.

Certified  
copies of  
plans &c. to  
be evidence.

8. Copies of the deposited plans sections and book of reference or of any alteration or correction thereof or extract therefrom certified to be correct by the clerk of the peace for the county of Lancaster or by the town clerk which certificate such clerk of the peace and town clerk respectively shall give to all parties interested when required shall be received in all courts of justice or elsewhere as *prima facie* evidence of the contents thereof.

Limiting  
time for  
compulsory  
purchase of  
lands.

9. The powers of the Corporation for the compulsory purchase of lands for the purposes of the works authorised by Part II. of this Act shall cease after the expiration of five years and for the purposes of the works authorised by Part III. of this Act after the expiration of three years from the passing of this Act.

Power to  
persons  
under dis-  
ability to  
grant ease-  
ments &c.

10. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Corporation any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

## PART II.

### WATERWORKS.

Power to  
construct  
new works  
for water-  
works pur-  
poses.

11. Subject to the provisions of this Act the Corporation may make construct lay down and maintain in connection with their waterworks undertaking in the situation and lines and according to the levels shown on the deposited plans and sections relating thereto and in and upon the lands described upon such plans the several works hereinafter described and may enter upon take and use and appropriate such of the lands shown upon the deposited plans and described in the deposited book of reference relating thereto as may be necessary for those purposes The works hereinbefore referred to are—

- (1) A service reservoir (Heaton Park Reservoir) to be formed by means of an embankment and to be situate partly in Heaton Park and partly in lands on the north-east side of and adjoining the said park ;
- (2) The diversion of portions of the existing bridle roads known as the Bridle Road and Corday Lane respectively which

now cross the site of the intended reservoir from a point on the Bridle Road 37 yards or thereabouts in a north-easterly direction from St. Margaret's Lodge of Heaton Park to another point on the said road 209 yards or thereabouts in a north-easterly direction from the North Lodge of Heaton Park and to a point on Corday Lane at the junction of roads at Clark's Cross ;

- (3) A temporary tramroad to commence by a junction with the Prestwich Branch of the Lancashire and Yorkshire Railway at the bridge carrying Moss Lane over the said railway and to terminate on the north-west side of the reservoir by this Act authorised ;
- (4) An aqueduct conduit or lines of pipes (No. 1) to commence by a junction with the existing pipes of the Corporation on the north side of the existing reservoirs at Prestwich and to terminate on the northerly side of the reservoir by this Act authorised ;
- (5) An aqueduct conduit or lines of pipes (No. 2) to commence on the south side of the intended reservoir and to terminate in the Bury Old Road opposite to the smithy near the Old Ostrich public-house ;

All the said works hereinbefore described are situate in the county of Lancaster and will pass from through or into the township or parish and urban district of Whitefield the township or parish and urban district of Prestwich and the township or parish of North Manchester in the city of Manchester ;

- (6) An aqueduct conduit or lines of pipes (No. 3) situate in the county of Lancaster and to commence in the township or parish and urban district of Little Hulton in and out of the Thirlmere Aqueduct of the Corporation and to terminate in the township or parish and urban district of Denton in the south-eastern corner of the Reservoir No. 5 described in and authorised by the Manchester Corporation Waterworks and Improvement Act 1875 ;

together with all proper embankments bridges roads ways wells tanks basins gauges filters dams sluices waste-weirs outfalls discharge pipes adits shafts tunnels aqueducts culverts cuts channels conduits drains mains pipes junctions valves telegraphs telephones engines works apparatus and conveniences connected with the said

A.D. 1904. works or any of them or necessary for inspecting maintaining cleansing repairing conducting or managing the same :

Provided that no such telegraphs or telephones shall be used for transmitting telegrams which are within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869 :

Provided that within twelve months after the completion of the reservoir by this Act authorised the Corporation may discontinue to use and may abandon the temporary tramroad by this Act authorised and may subject to the provisions of the Lands Clauses Acts sell and dispose of the lands (not being part of any public road) forming the site thereof and may take up remove sell and dispose of the rails ballasting sleepers and materials used in the construction thereof and restore the surface of the lands interfered with by or in consequence of the tramroad to the condition as nearly as may be in which the same were immediately before the tramroad was begun to be laid or constructed.

Acquisition of lands for waterworks purposes.

**12.** Subject to the provisions of this Act the Corporation may enter upon take and use and appropriate for the purposes of their waterworks undertaking the lands in the parish and borough of Bolton in the county of Lancaster shown on the deposited plans and described in the deposited book of reference relating thereto.

Appropriation of lands.

**13.** The Corporation may appropriate and use for the purposes of and in connection with the Heaton Park Service Reservoir by this Act authorised the lands in Heaton Park belonging to the Corporation shown upon the deposited plans and described in the deposited book of reference :

Provided that the Corporation shall charge their waterworks account with a reasonable sum by way of purchase money or rent for the said lands and shall carry that sum to the credit of the fund out of which the said lands were acquired.

Limits of deviation.

**14.** In the construction of the works authorised by this Part of this Act the Corporation may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards and ten feet downwards Provided as follows (that is to say) :—

The Corporation shall not construct any embankment or wall of such reservoir of a greater height above the general



surface of the ground than that shown on the deposited sections in respect of the corresponding embankment or wall and three feet in addition :

A.D. 1904.

Except for the purposes of crossing over a stream no part of the pipes shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

15. The Corporation may stop up and extinguish all rights of way over the sites of the portions of the roads by this Part of this Act authorised to be diverted when and so soon as the diversion has been completed and thereupon the site and soil of the said roads and the fee simple and inheritance thereof respectively shall (except as otherwise provided by the agreement set forth in the Fourth Schedule to this Act) be and are hereby vested in the Corporation :

Extinguishing rights of way over roads diverted.

Provided that the Corporation shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

16. The diversions of roads shown on the deposited plans shall be maintained wholly by the Corporation until the completion of the reservoir and aqueduct (No. 1) after which the obligation shall devolve upon the person or persons now legally responsible for the repair of such roads.

As to repair of diverted roads.

17. The Corporation may if they shall think fit so to do with reference to the execution of the Works Nos. 3 4 5 and 6 authorised by this Part of this Act acquire an easement only in any lands and may give notice to treat in respect of such easement which in respect of the said Work No. 3 may be for a limited period and may in such notice describe the nature of the easement and the several provisions of the Lands Clauses Acts inclusive of those with regard to arbitration and the summoning of a jury shall apply to such easement as described in the said notice to treat as fully as if the same were lands within the meaning of such Acts.

Corporation may acquire easement only in respect of certain works.

18. The Corporation may from time to time by agreement in addition to any lands which they are by this Act authorised to take by compulsion purchase and hold for the purposes of the waterworks by this Act authorised any lands not exceeding in the whole fifty acres :

Power to purchase additional lands by agreement.

[Ch. CCXXXV.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904.

Provided that the Corporation shall not create or permit the creation or continuance of any nuisance on any such lands nor erect any buildings thereon except offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with their undertaking.

Confirming  
agreement  
with Earl of  
Wilton.

19. The agreement dated the twenty-sixth day of April one thousand nine hundred and four and made between the Right Honourable Arthur George Earl of Wilton of the first part Sir Frederic John William Johnstone of the second part and the Corporation of the third part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the parties thereto respectively and the same shall and may be carried into effect accordingly.

For protec-  
tion of Earl  
of Ellesmere.

20. Notwithstanding anything in this Act contained to the contrary the following provisions shall (unless otherwise agreed in writing between the Company and the owner as hereinafter defined) apply and have effect for the benefit and protection of the Right Honourable Francis Charles Granville Egerton Earl of Ellesmere and his assigns and successors in title or other the owner or owners for the time being of the estates situate in the districts or parishes of Little Hulton Worsley and Barton-upon-Irwell in the county of Lancaster of which the said Francis Charles Granville Egerton Earl of Ellesmere is tenant for life (in this section referred to as "the said estates") and who are in this section meant by and included in the expression "the owner" :—

- (1) The aqueduct conduit or lines of pipes (No. 3) by this Act authorised shall wherever the same passes in and through any portion of the said estates and consists of pipes be constructed and laid and at all times thereafter maintained in iron or steel pipes only and the Corporation shall not in laying the same deviate from the line shown on the plan hereinafter referred to :
- (2) The Corporation shall not be entitled to purchase and take otherwise than by agreement any land or property of the owner or any mines or minerals under the same or any easement or right over such land or property except that the Corporation may purchase and the owner shall sell and grant to the Corporation an easement with respect to the said aqueduct conduit or lines of pipes through the said estates in accordance

with the section of this Act the marginal note of which is "Corporation may acquire easement only in respect of certain works":

A.D. 1904.

- (3) Unless otherwise agreed between the owner and the Corporation the consideration for the purchase of the said easement shall be an annual rent charged upon and payable half-yearly out of the rates leviable by the Corporation:
- (4) The provisions of section 22 of the Waterworks Clauses Act 1847 shall not apply to the mines under the said estates lying under and near to the said aqueduct conduit or lines of pipes (No. 3) and the owner lessees occupiers or workers of any such mines shall not be liable for or to make good any damage which may be occasioned to such aqueduct conduit or lines of pipes by the working of any of the said mines and nothing in this Act contained shall relieve the Corporation from liability for any damage or injury done or occasioned to any mines or minerals of the owner by reason or in consequence of all or any of the works authorised by this Act or of the breakage or leakage of all or any of the reservoirs aqueducts mains or pipes whatsoever of the Corporation or the flow of water therefrom:
- (5) The said aqueduct conduit or lines of pipes (No. 3) which shall be laid by the Corporation in any lands forming part of the said estates shall be laid and maintained subject to any and every grant existing at the passing of this Act of any right or easement over such lands and no part of such aqueduct conduit or lines of pipes shall (without the consent in writing of the owner or his chief agent) except in the case of valves or other necessary appliances be laid at a distance less than four feet below the then existing surface of such lands and notwithstanding the grant to or exercise by the Corporation of any right privilege or easement to lay and maintain such aqueduct conduit or lines of pipes the owner lessees and occupiers for the time being of such lands may thereafter from time to time (subject to the reasonable approval of the engineer of the Corporation and to the execution at the cost of the said owner lessees and occupiers of any works that the said engineer may

A.D. 1904.

consider reasonably necessary for protection of the aqueduct) alter the level of cross and otherwise use the surface of such land for the purposes of railways railway sidings streets roads paths passages walls and fences and for such other purposes as will not involve the erection of permanent buildings and erections thereon without liability for loss or damage to the Corporation in respect thereof unless such loss or damage shall arise from the wilful act or omission of such owner lessees or occupiers in relation thereto Provided that it shall be lawful for the owner at his own cost from time to time (subject to the approval of the engineer of the Corporation and to the execution at the cost of the said owner lessees and occupiers of any works that the said engineer may consider necessary for protection of the aqueduct) to make reasonable alterations in the line and level of the said aqueduct conduit or lines of pipes when laid through such lands and also to alter the line and level of the said aqueduct conduit or lines of pipes which may be laid along any highway adjoining any of such lands so that such alterations be made under the superintendence and to the satisfaction of the engineer of the Corporation Provided always that no alteration of such aqueduct conduit or lines of pipes shall be deemed to be contemplated or covered by the terms of this section which shall in any way affect the efficiency of any of the works of the Corporation and if after any such alteration shall have been made the works of the Corporation shall in their efficiency be found to be injuriously affected thereby the vendor shall forthwith restore the aqueduct conduit or lines of pipes to a condition of efficiency :

- (6) The Corporation shall at their own expense by means of efficient valves or junctions to be constructed by them on the said lines of pipes at the points respectively marked A B C and D on the plan signed by Thomas Berry on behalf the owner and by George Henry Hill on behalf of the Corporation supply water to the owner and the estates situate in the said district of Worsley of which the Earl of Ellesmere is tenant for life and the lessees and tenants thereof for trading manufacturing and other purposes and for domestic use (as well in

bulk as by means of distributive and service pipes) so far as such supply can be furnished by gravitation and such respective supplies shall be furnished on terms as reasonable as the respective classes of supply shall for the time being be provided by the Corporation to any other body authority or person within their limits of supply outside the city and the county borough of Salford Provided always that nothing shall be done under this section which shall interfere with the supply of water for domestic purposes within the limits of supply of the Corporation :

- (7) All works crossing or affecting the Branch Moss Canal shown on the deposited plans shall be executed by and at the expense of the Corporation under the superintendence and to the reasonable satisfaction of the chief agent of the owner and according to plans sections and specifications previously submitted to such chief agent :
- (8) If the engineer of the Corporation and the chief agent of the owner differ concerning the said plans sections and specifications or concerning the execution of the said works every such difference shall be settled by an engineer to be appointed by the engineer of the Corporation and the said chief agent or if they cannot agree then by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party :
- (9) If by reason of the construction and maintenance of the works by this Act authorised the said Branch Moss Canal shall be damaged or injured the Corporation shall make full compensation to the owner for any loss or expense occasioned thereby.

21. The following provision shall have effect for the protection and benefit of the Right Honourable the Earl of Ellesmere and the Worsley Urban District Council :—

For protection of Earl of Ellesmere and Worsley Urban District Council.

The Aqueduct No. 3 shall be laid in no other position under the lands of the said earl and of the said council than between the points marked A and B and on the line shown on the plan signed by George Henry Hill on behalf of the Corporation Thomas Berry on behalf of the said earl and John Archibald Corson on behalf of the said council.

A.D. 1904.

For protec-  
tion of Earl  
of Derby.

22. For the protection of the Right Honourable Frederick Arthur Earl of Derby and his sequels in estate (hereinafter called "the owner") the following provisions shall unless otherwise agreed between the Corporation and the owner have effect (that is to say) :—

- (1) The Corporation shall not maintain the temporary tramroad by this Act authorised on any part of the lands of the owner after the expiration of seven years from the passing of this Act :
- (2) The Corporation shall at their own expense at or before the expiration of the said period of seven years remove the said tramroad and all other structures and structural works in connection therewith and shall replace the turf and soil and leave the surface of the land on which the said tramroad shall have been laid or constructed in a like condition of cultivation or as nearly as possible as it was in at the commencement of the construction of the said tramroad to the reasonable satisfaction of the owner or his agent :
- (3) In constructing the said tramroad the Corporation shall lay the same in such position within the limits of deviation as the owner may reasonably require and nothing in this Act shall empower the Corporation to exercise without the consent of the owner (which shall not be unreasonably withheld) any of the powers by this Act conferred with respect to the temporary occupation of lands under the provisions of the Railways Clauses Consolidation Act 1845 :
- (4) The Corporation shall adequately fence the said tramroad from the remaining property of the owner and shall maintain the said fences and shall provide sufficient gates in the fences and crossings over the tramroad to the reasonable satisfaction of the owner and drain the said tramroad and shall maintain all the fences of and ditches in connection therewith and shall construct and maintain all necessary drains and culverts under the same :
- (5) The Corporation shall prevent any of their workmen servants or agents from at any time trespassing on any of the lands or grounds of the owner or doing damage therein or disturbing any game therein and particularly

shall prevent any person or persons other than their workmen servants and agents engaged or employed on the works from using the line of tramroad as a footway or road :

A.D. 1904.

- (6) The Corporation shall from time to time and at all times until the land affected thereby shall be restored and rendered again arable and fit for pasturing or agricultural purposes make compensation to the tenants or occupiers thereof for all injury or damage that shall be done to the surface of such lands or the fences herbage crops or other property thereon by reason of the laying down user and maintenance of the said tramroad and works or by reason of the exercise of any of the powers by this Act conferred :
- (7) No barbed wire shall be used in the construction of fences or other works constructed on the property of the owner by the Corporation without the consent of the owner :
- (8) Notwithstanding anything contained in this Act or shown on the deposited plans the Corporation shall not enter upon take use or appropriate any of the lands shown upon the deposited plans which belong to the owner but the Corporation may take and the owner if required shall sell an easement for the construction of the said tramroad in accordance with the provisions in the section of this Act of which the marginal note is " Corporation may acquire easement only in respect of certain works " :
- (9) The provisions of this section shall be in addition to and not in derogation from any other provisions of this Act or any Act of Parliament incorporated therewith which may enure for the protection or benefit of the owner :
- (10) Any difference or dispute between the owner and the Corporation relating to any matter arising under the provisions of this section shall be determined unless otherwise agreed by arbitration in the manner provided by the Arbitration Act 1889.

**23.** Notwithstanding anything in this Act contained the following provisions shall have effect for the protection of the Lancashire County Council (in this section referred to as "the county council") :—

For protection of Lancashire County Council in respect of main roads.

- (1) Where any aqueduct pipe or drain is laid under any main road the same shall be laid so that the upper surface

A.D. 1904.

thereof is not less than four feet below the surface of the road except in special cases where with the consent of the county surveyor a less space may intervene and the trench shall be filled in and the surface of the road made good in accordance with the requirements of the county surveyor and the Corporation shall be held liable for the maintenance of the roadway over the trench for a period of twelve months from the date of completion :

- (2) If after any aqueduct pipe or drain has been laid in the main road any sinking or subsidence of the surface of the road shall occur thereby the Corporation shall at their own expense make up the surface of the road to the satisfaction of the county surveyor and if they fail to do so when required by the county surveyor he may on giving the Corporation twenty-four hours' notice cause the work to be done and all expenses incurred in connection with such work as certified by the county surveyor shall be paid by the Corporation to the county council within one month after the notice of the amount so certified by the county surveyor has been given to the Corporation :
- (3) The county council shall not be liable to the Corporation for any damage done to any aqueduct pipe or drain of the Corporation laid under a main road caused by the use of a road roller or other engine and the Corporation shall indemnify the county council from claims for damages that may be made against the county council by reason of any sinking or subsidence of the road caused by the construction or failure of any aqueduct pipe or drain :
- (4) If by reason of the construction of the works by this Act authorised any increased expense is incurred by the county council in connection with the maintenance and repair of any main road such increased expense shall be paid by the Corporation to the county council within one month after notice of the amount as certified by the county surveyor has been given to the Corporation.

For protection of Salford Corporation.

24. For the protection of the mayor aldermen and burgesses of the county borough of Salford (in this section referred to as "the Salford Corporation") the following provisions shall apply



and have effect except in so far as may be agreed between the Salford Corporation and the Corporation:— A.D. 1904.

- (1) Before commencing any works by this Act authorised in or under any part of any street or place in or under which part any gas mains pipes or other gasworks or any electric lines cables conduits or other electrical works (in this section called "apparatus") of the Salford Corporation are situate the Corporation shall from time to time deliver to the Salford Corporation plans sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the Salford Corporation at least fourteen days before the commencement of any such work:

If it should appear to the Salford Corporation or their engineer that such works will or may interfere with or endanger any of their apparatus or their supply of gas or electric current they may give notice to the Corporation to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as the Salford Corporation or their engineer may consider necessary and to lay or place under any apparatus (whether as then existing or altered or substituted) cement concrete or other like substances and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substances shall be settled by arbitration as hereinafter provided and all such works shall be done and executed by and at the expense of the Corporation but to the satisfaction and under the superintendence of the engineer of the Salford Corporation and the reasonable costs charges and expenses of such superintendence shall be paid by the Corporation and if the Salford Corporation by notice in writing to the Corporation within fourteen days after the receipt by them of notice of the intended commencement by the Corporation of any such works so require the Salford Corporation may by their own engineer or workmen do and execute such works so far but so far only as they involve the actual alteration of the position of or the temporary or permanent substitution of other apparatus for the apparatus

A.D. 1904.

of the Salford Corporation and the Corporation shall on the completion of the last-mentioned works pay to the Salford Corporation the reasonable expense incurred by them in the execution thereof :

- (2) In the event of such plans sections and descriptions so delivered to the Salford Corporation as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith :
- (3) The Salford Corporation may if they deem fit employ watchmen or inspectors not exceeding two at any one time to watch and inspect the works whereby any apparatus of the Salford Corporation will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Corporation and be paid by them to the Salford Corporation :
- (4) The expense of all repairs or renewals of any apparatus of the Salford Corporation or any works in connection therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Corporation their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of any subsidence resulting from the works of the Corporation whether during the construction of the works or at any time within two years after their completion shall be borne and paid by the Corporation :
- (5) The Corporation shall be responsible for and make good to the Salford Corporation all costs losses damages and expenses which may be occasioned to the Salford Corporation or to any of their apparatus (including any loss of gas or electric current or interruption in the supply of gas or electric current and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution use or failure of any of the works by this Act authorised or through by reason of or consequent on any act or omission of the Corporation or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by any works authorised by this Act to be done by the Corporation

and the Corporation shall effectually indemnify and hold harmless the Salford Corporation from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or subsidence or matter or thing aforesaid : A.D. 1904.

(6) If any difference shall arise with respect to any matter under this section between the Corporation and the Salford Corporation or their respective engineers the matter in difference shall be referred to and settled by an engineer to be agreed upon between the Corporation and the Salford Corporation or failing agreement by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers :

(7) If the Corporation under the powers of this Act require to open or break up any road along or across which any tramway of the Salford Corporation or any tramway which is leased to or worked by the Salford Corporation is laid the provisions of the preceding subsections of this section with respect to any interference with the apparatus therein mentioned shall so far as is applicable extend and apply to any works of the Corporation involving the opening or breaking up of any such road as if the expression "apparatus" included every such tramway and the Corporation shall so execute all such work as not to unreasonably interrupt the traffic on any such tramway.

**25.** For the protection of the mayor aldermen and burgesses of the borough of Eccles (in this section referred to as "the Eccles Corporation") the following provisions shall unless otherwise agreed between the Corporation and the Eccles Corporation have effect (that is to say) :— For protection of Eccles Corporation.

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the aqueduct conduit or lines of pipes (No. 3) (in this section referred to as "the said aqueduct") shall be laid through the lands used by the Eccles Corporation for the treatment of sewage in the line coloured red and between the points marked A and B upon the plan signed by George Henry Hill on behalf of the Corporation by William Henry Hickson on behalf of the Eccles Corporation by Garrett Taylor

A.D. 1904.

on behalf of Sir Humphrey Francis de Trafford and by D. Henry Hunter on behalf of the Manchester Ship Canal Company and shall between the said points A and B consist of not more than three lines of pipes such pipes to be laid at the same time. The nearest of the said lines of pipes shall be laid at a distance of not less than seventy feet from the building now used as a pumping station in connection with the sewage works of the Eccles Corporation :

- (2) The Corporation shall proceed with the works referred to in subsection (1) of this section continuously and complete the same within two months after the commencement thereof :
- (3) The Corporation shall acquire only an easement in so much of the said lands as may be necessary for constructing and maintaining the said aqueduct :
- (4) The clauses and provisions of the Railways Clauses Consolidation Act 1845 incorporated with this Act shall not apply to the said lands :
- (5) In the construction and maintenance of the said aqueduct the Corporation shall first carefully remove from the surface all vegetable soil required to be excavated and on the completion of the work or of any repair or other maintenance they shall evenly spread such soil over the surface of the ground and dress and restore the surface as nearly as may be to its former state and all surplus material arising from the construction or maintenance of the said aqueduct shall be removed from the said lands if so required by the Eccles Corporation :
- (6) The said aqueduct shall be constructed and maintained so that the draining irrigation and other sewage disposal operations of the Eccles Corporation either present or future shall not be unnecessarily impeded or interfered with and nothing in this Act contained shall lessen or take away the right of the Eccles Corporation of passing over and using the land over or near to the said aqueduct for the purposes of their draining irrigation and other sewage works and all purposes whatsoever doing no unnecessary damage to the said aqueduct :
- (7) The said aqueduct shall be constructed and maintained under any roadway on the said lands in such manner as

not to obstruct or interfere with the free and safe use of such roadway: A.D. 1904.

(8) All roads fences hedges ditches drains watercourses and works interfered with shall be restored and made good to the reasonable satisfaction of the Eccles Corporation:

(9) All works within or affecting the said lands shall be executed at the expense of the Corporation and prior to the commencement of any such works the Corporation shall furnish to the Eccles Corporation plans sections and specifications thereof for their approval and in the event of the Eccles Corporation not signifying their approval or disapproval within twenty-eight days after the plans sections and specifications have been deposited with the Eccles Corporation for such purpose they shall be taken to have been approved:

If any difference shall arise between the Eccles Corporation and the Corporation with reference to any of the matters provided for by this subsection (or by subsections (7) or (8) of this section) such difference shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party and the costs of every such reference shall be borne and paid by the Corporation:

(10) If by reason of the construction repair or other maintenance of the said aqueduct or by reason or in consequence of the bursting leaking overflow or any failure of any of the works authorised by this Act the said lands or any buildings drains or other works or any crops shall at any time be damaged or injured or the sewage disposal operations of the Eccles Corporation impeded or interfered with or rendered more difficult or costly the Corporation shall from time to time make full compensation for any loss or expense occasioned thereby:

(11) Every amount to be paid for the acquisition of the easement in the said lands as hereinbefore provided and for the compensation for damage or injury to the said lands or any buildings drains works and crops and other matters for which compensation as hereinbefore provided has to be paid shall from time to time be settled

A.D. 1904.

in case of difference by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the costs of every such reference and of ascertaining the amount to be paid shall be borne and paid as if such amount had been ascertained in accordance with the provisions of the Lands Clauses Acts :

- (12) The Corporation shall not in constructing and maintaining the said aqueduct raise or alter the present levels of any road in the borough of Eccles and the top of the said aqueduct where the same will pass under Liverpool Road in the borough of Eccles shall be at least five feet below the surface of the said road.

For protection of corporation of Stockport.

**26.** The following provisions for the protection and benefit of the mayor aldermen and burgesses of the county borough of Stockport (in this section referred to as "the Stockport Corporation" and "the borough" respectively) shall unless otherwise agreed apply and have effect :—

- (1) Work No. 6 hereinbefore described shall be carried under Gorton Road Pink Bank Lane and Sandfold Lane and any intended widening or improvements thereof according to the lines and levels as shown on the deposited plans and sections and in the construction thereof the Corporation shall not deviate from such lines and levels without first obtaining the consent of the Stockport Corporation under their common seal Provided that the Corporation shall deviate in such places to such extent and in such manner within the limits of deviation authorised by this Act as the borough surveyor of the Stockport Corporation shall certify in writing to be reasonably necessary to avoid interference with any main sewer of the Stockport Corporation existing at the time of the commencement of the construction of so much of Work No. 6 as is proposed to be constructed within the borough or with the levels of any continuation of the main sewer of the Stockport Corporation in Gorton Road :

- (2) All the works crossing or affecting Gorton Road or any other public highway in the borough shall be executed at the expense of the Corporation and under the super-

intendence and to the reasonable satisfaction of the borough surveyor of the Stockport Corporation and according to plans sections and specifications submitted to such borough surveyor before any such works are commenced : A.D. 1904.

- (3) When any such works are commenced in the borough or the maintenance repairs or renewals thereof are commenced they shall be executed and completed with all reasonable despatch :
- (4) No washout shall be constructed in the said Work No. 6 which shall discharge its effluent so as to pass the same directly or indirectly into the sewers of the Stockport Corporation except with the consent of that corporation :
- (5) The said Work No. 6 shall be constructed and maintained so that the traffic upon the tramways of the Stockport Corporation shall not be unreasonably impeded or interfered with :
- (6) If by reason of the construction or maintenance of the said work or the failure thereof or of the maintenance thereof or otherwise the tramways of the Stockport Corporation or the works connected therewith shall be injured or the traffic thereon impeded the Corporation shall compensate the Stockport Corporation for all loss or damage which shall be occasioned thereby :
- (7) The Corporation shall make good such loss or damage to the roads sewers and other works of the Stockport Corporation as may be occasioned by reason of the bursting leakage or failure of any of the aqueducts pipes or other works constructed or maintained for the purposes of this Act within the borough :
- (8) Before executing any works by this Act authorised over under or within ten feet of any gas or water main conduit or pipe (other than a service pipe) of the Stockport Corporation the Corporation shall give the Stockport Corporation three days' notice in writing of their intention to commence the said works and the same shall be constructed under the superintendence and to the reasonable satisfaction of the gas or water engineer as the case may be of the Stockport Corporation and the Corporation shall take such precautions

A.D. 1904.

and do such works for preventing as far as possible any injury or interruption to the works and gas and water supply of the Stockport Corporation as their engineer shall reasonably require and shall pay all reasonable expenses incurred by the Stockport Corporation in superintending the construction of such works and incident thereto and shall make good all damage to be occasioned thereby :

- (9) Every conduit or water pipe (other than a service pipe) of the Corporation laid across any gas or water main conduit or pipe (other than a service pipe) of the Stockport Corporation shall be so constructed and laid as to leave between them a space of one foot at the least and to be self-supporting for a distance of three feet at least on either side of such gas or water main conduit or pipe at the point of crossing so that the Stockport Corporation may the more easily repair the same gas or water main conduit or pipe when necessary :
- (10) If by reason of the execution of the works by this Act authorised any gas or water main conduit or pipe of the Stockport Corporation be injured or any additional or increased length of main or pipe or alteration of conduit become requisite the Stockport Corporation at the expense of the Corporation in all things may make such repairs connections alterations and additions as may be required Provided that if the Stockport Corporation neglect after reasonable notice to make the same they may be made by the Corporation :
- (11) If any difference arise between the Corporation and the Stockport Corporation touching this section or anything to be done or not to be done or any money to be paid thereunder such difference shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed (on the application of either of the parties) by the President of the Institution of Civil Engineers :
- (12) Nothing in this Act contained shall prejudice or affect any of the rights or privileges of the Stockport Corporation under their existing Acts or any Act or Acts incorporated therewith.



27. The provisions of section 42 (Protection of the corporation of Bolton) of the Manchester Corporation Waterworks Act 1879 shall be applicable to the aqueduct conduit or lines of pipes (No. 3) by this Act authorised.

A.D. 1904.  
—  
For protection of Bolton Corporation.

28. For the protection of the urban district council of Whitefield (in this section referred to as "the Whitefield Council") the following provisions as regards the temporary tramroad authorised by this Act shall unless otherwise agreed between the Corporation and the Whitefield Council have effect (that is to say) :—

For protection of Whitefield Urban District Council.

- (1) The whole of the tramroad shall be temporary only and shall be discontinued within seven years from the date of the passing of this Act or such further period as may be agreed or sanctioned by Parliament :
- (2) The footpath from Thatch Leach Lane past Heap's Farm shall be carried over the tramroad by means of a wooden footbridge of the width of three feet at the least and the Corporation shall provide a good and sufficient fence on each side of such bridge of not less height than four feet and on each side of the immediate approaches of such bridge of not less than three feet :
- (3) The temporary tramroad shall be carried over Thatch Leach Road and Back Lane by means of level crossings which shall be furnished with gates of the width of the road for the proper supervision and working of which a watchman shall be continuously employed by the Corporation during such time as the tramroad shall be in use :
- (4) When the tramroad is discontinued the same shall be forthwith removed by the Corporation and all interference with bridle roads footpaths fences and other works shall be made good :
- (5) All roads footpaths and fences shall be reinstated to the reasonable satisfaction of the Whitefield Council within three months of the discontinuance of the tramroad and shall thereafter be maintained to the reasonable satisfaction of the Whitefield Council for a period of eighteen months :
- (6) Where the tramroad passes over the site of any sewer of the Whitefield Council the works to be constructed at such points shall be approved by the Whitefield Council

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904.

and shall be executed to the reasonable satisfaction of the Whitefield Council :

- (7) The Corporation shall pay compensation for all damage which shall be caused to any of the sewers of the Whitefield Council and the amount of such compensation shall be settled in case of difference by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the costs of every such reference and of ascertaining the amount to be paid shall be borne and paid as if such amount had been ascertained in accordance with the provisions of the Lands Clauses Consolidation Act 1845 :
- (8) The soffit of the bridge over Bill Lane shall be lined or otherwise made and maintained so far as practicable in a watertight condition :
- (9) No objection shall be made by the Corporation to the construction by the Whitefield Council of any sewer under the tramroad and no compensation shall be claimed by the Corporation provided such works be executed in a workmanlike manner.

For protection of Worsley Urban District Council.

**29.** For the protection of the urban district council of Worsley (in this section referred to as "the Worsley Council") the following provisions shall unless otherwise agreed between the Corporation and the Worsley Council have effect (that is to say) :—

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the aqueduct conduit or lines of pipes (No. 3) shall be laid through the Barton Old Hall sewage farm belonging to the Worsley Council for the treatment of sewage in the line coloured red and between the points marked A and B upon the plan signed by George Henry Hill on behalf of the Corporation and by John Archibald Corson on behalf of the Worsley Council and so much thereof as will lie between the points marked C and D on the said plan shall be constructed of best rolled steel :
- (2) The Corporation shall complete the laying of each line of pipes referred to in subsection (1) of this section within three months after the commencement thereof :

- (3) The Corporation shall acquire only an easement in so much of the said farm as may be necessary for constructing and maintaining the said aqueduct conduit or lines of pipes :
- (4) In the construction and maintenance of the said works the Corporation shall first carefully remove from the surface all vegetable soil on the line or site of the works and on the completion of the works or of any repair or other maintenance they shall evenly spread such soil over the surface of the ground whether embankment or otherwise and dress and restore the surface as nearly as may be to its former state and all surplus material arising from the construction or maintenance of the said works shall be disposed of within a reasonable distance from the works as the Worsley Council may from time to time direct :
- (5) The said works shall be constructed and maintained so that the draining irrigation and other sewage farm operations of the Worsley Council and the cultivation of the said farm either present or future shall not be in anywise impeded or interfered with and nothing in this Act contained shall lessen or take away the right of the Worsley Council of passing over and using the land over or near to the aqueduct conduit or lines of pipes for the purposes of their draining irrigation and other sewage works the cultivation of the said farm and all purposes whatsoever doing no unnecessary damage to the aqueduct conduit or lines of pipes :
- (6) The Corporation shall construct maintain and keep the aqueduct conduit or lines of pipes for conveying the water through the said farm watertight in all respects :
- (7) All fences hedges ditches drains watercourses roads and works interfered with shall be restored and made good to the reasonable satisfaction of the Worsley Council and wherever the lines of pipes pass through or under the site of any fence the Corporation shall make and maintain in substitution for such part of such fence an iron gate or gates of a design and strength to be approved of by and to be erected under the superintendence and to the reasonable satisfaction of the

A.D. 1904.

Worsley Council such gate or gates to be always kept closed and locked when not being passed through by the Corporation and the Worsley Council and their respective agents servants or workmen :

- (8) All works within or affecting the said farm shall be executed at the expense of the Corporation and prior to the commencement of any such works from time to time the Corporation shall furnish to the Worsley Council plans sections and specifications thereof :
- (9) If by reason of the construction repair or other maintenance of the works by this Act authorised the said farm or the lands thereof or any drains or other works therein or any crops or works thereon shall at any time be damaged or injured or the operations of the Worsley Council thereon impeded or interfered with or rendered more difficult or costly the Corporation shall from time to time make full compensation for any loss or expense occasioned thereby :
- (10) Every amount to be paid for the acquisition of an easement in and upon the said farm as hereinbefore provided and for the compensation for damage or injury to the said farm and the works thereon and other matters for which compensation as hereinbefore provided has to be paid shall from time to time be settled in case of difference by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the costs of every such reference and of ascertaining the amount to be paid shall be borne and paid as if such amount had been ascertained in accordance with the provisions of the Lands Clauses Consolidation Act 1845 :
- (11) In their application to the said farm the provisions of the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and the Waterworks Clauses Acts 1847 and 1863 shall not be extended and the prescribed limits for the purposes of section 32 of the Railways Clauses Consolidation Act 1845 shall with respect to the said farm be one hundred yards :
- (12) The Corporation shall not break up or interfere with at one time more than one hundred yards in length of one

half the width of any roads or streets within the urban district of Worsley and shall within a reasonable time properly reinstate the whole width of such roads or streets and shall thereafter for a period of twelve months from the completion of the works maintain and keep the said roads or streets in good repair and condition to the reasonable satisfaction of the Worsley Council. The Corporation shall not interfere with the traffic along any such roads or streets otherwise than in such a manner as may be reasonably necessary to enable the Corporation to carry out any of the works authorised by this Act to be executed in any roads or streets within the urban district of Worsley :

A.D. 1904.

- (13) The Corporation shall at their own expense by means of efficient valves or junctions to be constructed by them on the said line of pipes at the point marked W on the said plan signed by George Henry Hill and John Archibald Corson supply water to the Worsley Council and their tenants and workmen for the purposes of their sewage farm and for watering cattle so far as such supply can be furnished by gravitation and such supply shall be furnished on terms as reasonable as any other supply of water in bulk which shall for the time being be provided by the Corporation to any other body authority or person within their limits of supply outside the city and the county borough of Salford. Provided always that nothing shall be done under this section which shall interfere with the supply of water for domestic purposes within the limits of supply of the Corporation.

**30.** Notwithstanding anything in this Act contained or shown on the deposited plans and sections the following provisions unless otherwise agreed between the Corporation and the Stretford Urban District Council (in this section referred to as "the council") shall have effect:—

For protection of Stretford Urban District Council.

- (1) The Corporation shall not in executing the works by this Act authorised or in maintaining the same open and break up any road vested in the council without observing and complying with the following regulations:—

(A) They shall twenty-eight days at least before the commencement of the work give to the council

A.D. 1904

notice specifying the time at which they will begin the work and the portion of road proposed to be opened or broken up ;

(B) They shall not open or break up any road except under the superintendence and to the satisfaction of the council unless the council refuses or neglects to give such superintendence ;

(C) They shall pay all expenses to which the council is put on account of such superintendence ;

(D) They shall not without the consent of the council open or break up at any one time a greater length than fifty yards of any road and shall to the satisfaction of the council light watch and protect for the safety and convenience of the public any and every portion of the road that may be so opened or broken up :

(2) Where any works by this Act authorised affect or in anywise interfere with any pavement sewer drain pipe electrical cable tramway or other work within the district under the management or control of the council (in this section referred to as "the council's property") the Corporation shall give the council twenty-eight days' previous notice in writing of their intention to commence such works together with a plan and section showing the proposed works so far as they affect the council's property and also showing the method of dealing with the same and the Corporation shall not commence such works until the council shall have signified its approval to the same but if the council fail to signify its approval or disapproval and in the case of disapproval to give in writing particulars of their objections and requirements within twenty-eight days of the serving of such notice they shall be deemed to have approved of such plan and section and method of dealing with such works :

(3) Any expenses which the council may incur due to any such interference as aforesaid or in repairing or in making good any damage to any of the council's property shall on demand be payable by the Corporation to the council. Provided always that whenever any new sewer drain pipe or electrical cable of larger dimensions

shall be substituted for any existing sewer drain pipe or electrical cable the Corporation shall only be required to pay the cost which would have been incurred by the substitution of a sewer drain pipe or electrical cable of equal dimensions with the existing sewer drain pipe or electrical cable :

A. D. 1904.

- (4) The Corporation shall indemnify the council against all loss by reason of suspension of traffic and of all accidents damages or injuries to the tramway pavement sewer drain pipe electrical cable or other work the property of the council and the persons and property being conveyed on or using the same and all actions suits and costs in respect thereof which may either during the progress of the works of the Corporation or at any time thereafter be caused by the works of the Corporation unless any such damage or injury shall have arisen as a consequence of any wilful act or default of the council or their officers or servants :
- (5) Any difference which may arise between the council and the Corporation under this section shall be determined by an arbitrator to be appointed by agreement between the council and the Corporation and in default of agreement by the Board of Trade.

**31.** For the protection of the urban district council of Levenshulme (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the Corporation and the council have effect (that is to say) :—

For protection of Levenshulme Urban District Council.

- (1) Before commencing the construction of any part of the aqueduct conduit or lines of pipes (No. 3) by this Act authorised or any works incidental thereto in along or under any street in the urban district of Levenshulme (in this section referred to as "the district") the Corporation shall give to the council not less than twenty-eight days' notice in writing of their intention to commence the same and shall at the same time send to the council plans sections and specifications of the works so proposed to be constructed :
- (2) If within twenty-eight days after service of the said notice and delivery of the said plans sections and specifications as aforesaid the council do not signify their disapproval

A.D. 1904.

they shall be deemed to have approved the said plans sections and specifications :

- (3) In case the council within the said period of twenty-eight days signify their disapproval of the said plans sections and specifications or of any part thereof and the council and the Corporation do not otherwise agree any difference between them with reference thereto shall be determined by arbitration under this section and the said plans sections and specifications shall be deemed to be altered in accordance with such agreement or determination as the case may be :
- (4) The said works shall be executed and carried out by and at the cost of the Corporation in accordance with the plans sections and specifications as approved by the council or agreed between the Corporation and the council or determined by arbitration as aforesaid as the case may be and under the superintendence and to the reasonable satisfaction of the engineer of the council :
- (5) Nothing in this Act contained shall authorise the Corporation to interfere with the structural part of any bridge within the district without the consent in writing of the surveyor of the council which consent shall not be unreasonably withheld and may be given upon such conditions as the council or their surveyor may reasonably determine :
- (6) The Corporation shall not without the consent in writing of the council first obtained in executing any works under the powers of this Act allow any water pumped or drawn or flowing out of or in connection with any such works to pass into any sewer or drain of the council but shall construct all such works as may be necessary for conveying any such water into the nearest natural watercourse of suitable size :
- (7) The Corporation in executing any works under the powers of this Act shall comply with and conform to all reasonable directions and regulations of the council in reference to any interference with the traffic on the streets in the district and shall execute the same in such manner and so far as reasonably practicable as not in any way to impede or interfere with such traffic :



- (8) The surveyor and engineer to the council and their assistants or other persons appointed by the council shall from time to time and at all times during the execution of any works under the powers of this Act within the district have full power to enter upon and inspect the same and the progress and condition thereof to see that the provisions of this section are being complied with :
- (9) If at any time the Corporation shall fail to execute or do any of the works and things which they are required by this section to execute or do it shall be lawful for the council to execute or do the same and to recover from the Corporation all the reasonable costs and expenses incurred by the council in reference to such works and things :
- (10) The council shall not be liable for or in respect of any damage which may be caused to any work of the Corporation constructed laid down or formed under the powers of this Act as a result of the reasonable use of any steam or other roller or traction engine or as a result of the execution of any repairs to or alteration of any street or bridge or as a result of the non-repair of any such street or bridge :
- (11) Any expenses properly incurred by the council by reason of or in connection with the execution by the Corporation of any works under the powers of this Act shall be paid by the Corporation to the council :
- (12) The Corporation shall maintain to the reasonable satisfaction of the council such parts of any street within the district as are affected by the execution of any works under the powers of this Act for a period of twelve months from the complete restoration thereof after execution of such works :
- (13) If any difference arises between the Corporation and the council touching anything to be done or not to be done or any moneys to be paid under the provisions of this section the same shall be referred to the arbitration of an engineer or other fit person to be agreed upon by the Corporation and the council or failing such agreement to be appointed by the President of the Institution of Civil Engineers on the application of either of the parties in difference.

A.D. 1904.

For protection of  
Gorton  
Urban District Council.

32. The following provisions for the protection and benefit of the Gorton Urban District Council (in this section called "the council") shall have full force and be binding upon the Corporation (that is to say):—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the Corporation shall construct the aqueduct conduit or lines of pipes (No. 3) under the lands belonging or reputed to belong to the council numbered 21 22 and 23 on the deposited plans and book of reference for the urban district of Gorton by means of three pipes in a subway of sufficient size to enable the maintenance repairs and renewals of such pipes being done and executed without interfering with the surface of the ground where such pipes have been laid under the said lands of the council. The Corporation shall give the council twenty-eight days' previous notice in writing of their intention to commence such works together with a plan and section showing the proposed works so far as they affect the council's property and the Corporation shall not commence such works until the council shall have signified its approval of the same but if the council fail to signify its approval or disapproval and in the case of disapproval to give in writing particulars of their objections and requirements within twenty-eight days of the serving of such notice they shall be deemed to have approved of such plan and section and method of dealing with such work:

(2) The access to such subway shall be obtained from lands other than the said lands belonging to the council or any other lands belonging to them but the servants of the Corporation shall be allowed to cross the said lands for inspection purposes by means of the road to be constructed by the Corporation as hereinafter mentioned such crossing to be through gates to be erected at the expense of the Corporation in the boundary fences of the council at the points A. and B hereinafter referred to or by other suitable provision to the satisfaction of the council:

(3) The top of the said subway to be constructed by the Corporation in which the said aqueduct conduit or lines of pipes shall be laid shall not be less than four feet

below the surface of the ground where the same passes through the said lands belonging to the council : A.D. 1904.

- (4) The said subway shall be laid in no other position under the said lands of the council than between the points marked A and B on the plan signed in duplicate by George Henry Hill on behalf of the Corporation and by C. T. Singer on behalf of the council :
- (5) The Corporation shall at their own expense when required by the council form lay out metal drain and channel a road not less than twenty-four feet in width between the said points A and B to the satisfaction of the council and for their private use :
- (6) If it should be necessary in order to construct the said subway or to lay the said aqueduct conduit or lines of pipes under the said lands of the council to interfere with the surface of the said lands the Corporation shall reinstate the surface of such lands and make good all damage caused by the execution of such works and shall not thereafter at any time interfere with the surface of the said lands excepting for the purpose of constructing the said road :
- (7) The Corporation shall not without the consent in writing of the council under their common seal purchase take enter upon or use temporarily or permanently any of the said lands of the council or any estate right easement privilege or authority in over or upon the same respectively except that the Corporation may purchase and the council may and shall sell and grant to the Corporation such easement as may be necessary for carrying the said aqueduct conduit or lines of pipes under the said lands of the council according to the provisions hereinbefore prescribed The amount to be paid for the acquisition of such easement and loss of grave space shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (8) The Corporation shall at all times maintain the said aqueduct conduit or lines of pipes and all other works in connection therewith where the same are carried under the said lands of the council in substantial repair and good order and condition to the satisfaction of the

A.D. 1904.

council and if and whenever the Corporation fail so to do the council may make and do all such works and things as may be requisite in that behalf and the sum so expended by the council shall be repaid to them by the Corporation :

- (9) If by reason of any works or proceedings of the Corporation or of their contractors or of their workmen or of the bursting or leakage of any conduits works or pipes of the Corporation or if by reason of interference with the drainage of the cemetery the said lands of the council or the lands adjoining thereto used by the council for cemetery purposes shall be injured or damaged or become less disposable for cemetery purposes such injury damage or loss shall forthwith be made good by the Corporation at their expense and to the satisfaction of the council and the Corporation shall indemnify the council against all loss charges and expenses they may incur or sustain by reason of any such works or proceedings or of any bursting or leakage of the said conduits works or pipes and in the event of the Corporation failing so to do or in case of emergency the council may make good the same and recover the expense thereof from the Corporation :
- (10) All works to be carried out by the Corporation under this section and the maintenance repairs and renewals thereof shall be done and executed by the Corporation to the satisfaction in all respects of the council and under the superintendence of the surveyor of the council (if the same be given) and at such times as the council shall approve and in all things at the expense of the Corporation :
- (11) If any difference shall arise between the council and the Corporation with reference to any of the matters provided for by this section such difference shall be determined by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party.

For protection of Lancashire and Yorkshire Railway Company.

**33.** The following provisions for the protection of the Lancashire and Yorkshire Railway Company (in this section referred to as "the railway company") shall notwithstanding anything in this Act contained apply and have effect except in so far as

may be otherwise agreed between the railway company and the Corporation:— A.D. 1904.

(1) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Corporation shall not without the consent of the railway company construct any part of the temporary tramroad by this Act authorised which would be situate upon any lands belonging to the railway company or which would involve any interference with any lands property or works of that company nor shall the Corporation without the like consent enter upon take use or interfere with for the purposes of the said tramroad any lands or property of the railway company. But it shall be lawful for the Corporation and the railway company to enter into and carry into effect agreements with reference to the construction and maintenance of the said tramroad or any portion thereof and the terms and conditions subject to which such construction and maintenance shall be effected:

(2) The construction or laying of the aqueducts conduits or lines of pipes by this Act authorised over under or across any railway of the railway company and any works of maintenance repair and renewal of such aqueducts conduits or lines of pipes and any works connected therewith (all of which works are hereinafter referred to as "the said waterworks") shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the railway company and according to plans sections and specifications to be submitted to and reasonably approved by him before any such works are commenced. Provided that if the said principal engineer shall fail to superintend at the time specified in a notice to be given by the Corporation to the railway company of their intention to commence the said waterworks (such time being not less than twenty-eight days from the giving of the notice) such works may be executed without his superintendence and if the said principal engineer shall fail to express his disapproval of any plans sections and specifications within twenty-eight days after they shall have been submitted he shall be deemed to have approved of the same:

A.D. 1904.

- (3) The said waterworks shall be executed by and in all things at the expense of the Corporation and in such manner as not to cause any injury to the railways of the railway company or interruption to the passage or conduct of the traffic thereon and if any such injury or interruption shall arise the Corporation shall make compensation to the railway company in respect thereof :
- (4) The Corporation shall bear and on demand pay to the railway company all expenses of employment by them of a sufficient number of inspectors watchmen and flagmen to be appointed by that company for watching their railway property and works with reference to and during the execution of the said waterworks :
- (5) Notwithstanding anything shown on the deposited plans and sections the Corporation shall not (except with the previous consent of the railway company) for the purposes of this Part of this Act acquire any land or property of the railway company but the Corporation may purchase and take and the railway company shall sell and grant accordingly an easement or right of using so much of the lands of the railway company shown on the said plans as may be necessary for the construction of the said aqueducts conduits or lines of pipes over under or across the railways and property of the railway company :
- (6) The consideration to be paid for any easement or right acquired by the Corporation under the preceding subsection of this section shall in case of dispute be determined in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :
- (7) The Corporation shall at all times maintain the said waterworks in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Corporation fail so to do the railway company may make and do in and upon as well the lands of the Corporation as their own lands all such works repairs and things as they may reasonably think requisite and the sum from time to time certified by the said principal engineer to

be the reasonable amount of such expenditure shall be repaid to the railway company by the Corporation : A.D. 1904.

(8) If at any time hereafter the railway company require to make any alterations of or to widen their railway or to increase their railway accommodation at the places where the said aqueducts conduits or lines of pipes cross the railway and property of the railway company the Corporation shall at their own cost make such alterations of the said aqueducts conduits or lines of pipes and the works connected therewith within the existing boundaries of the railway company's property as may be required by that company to enable them to carry out such alteration or widening of the railway or to provide such increased accommodation and the provisions of this section shall so far as applicable extend and apply to the execution and carrying out by the Corporation of any such alterations of the said aqueducts conduits or lines of pipes and works connected therewith :

(9) Notwithstanding anything in this Act contained the Corporation shall be responsible for and make good to the railway company all costs losses damages or expenses which may be occasioned to them or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the said waterworks or any or either of them or by any act or omission of the Corporation or any of the persons in their employment or their contractors agents or others and the Corporation shall effectually indemnify and hold harmless the railway company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :

(10) If any difference shall arise between the Corporation and the railway company or their respective engineers touching the matters referred to in subsections 2 3 4 7 8 and 9 of this section or anything to be done or not to be done under those subsections or any money to be paid thereunder such difference shall be referred to and determined by an engineer to be nominated by such respective engineers or failing agreement to be

A.D. 1904.

appointed by the President of the Institution of Civil Engineers on the application of the Corporation or the railway company.

For protection of London and North Western Railway Company.

**34.** The following provisions for the protection of the London and North Western Railway Company (in this section referred to as "the North Western Company") shall unless otherwise agreed between the North Western Company and the Corporation have full force and be binding upon the Corporation:—

- (1) In carrying the aqueduct or lines of pipes (No. 3) over and under the railways and property of the North Western Company as also in effecting the maintenance repairs and renewals of the said aqueduct or lines of pipes or other works the same shall be done under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer of the North Western Company (hereinafter referred to as "the said principal engineer") and before commencing any such works the Corporation shall deliver to the said principal engineer plans and sections and specifications of the works proposed to be executed and such plans sections and specifications shall be delivered at least twenty-one days before the commencement of any such works and if at the expiration of twenty-one days from such delivery the plans sections and specifications shall not be approved by the said principal engineer there shall be deemed to be a difference which difference shall unless otherwise agreed be settled by arbitration in manner hereinafter mentioned and all such works shall be executed by and in all things at the expense of the Corporation and so as not to cause any injury to the said railways or property or interruption to the passage or conduct of the traffic over the said railways and if any injury shall arise to the said railways or property or interruption to such traffic the Corporation shall make full compensation to the North Western Company in respect of such injury or interruption such compensation unless agreed upon to be determined by arbitration in manner hereinafter provided:
- (2) The bridge by which it is proposed to carry the said aqueduct or lines of pipes (No. 3) over the Little



Hulton Railway of the North Western Company shall have a clear span of not less than fifty-four feet and a side span on the southern side thereof of not less than forty feet all measured on the square and all of a clear height of fifteen feet measured from the level of the rails :

A.D. 1904.

- (3) The aqueduct or lines of pipes (No. 3) where the same shall be carried under the Eccles Tyldesley and Wigan Railway of the North Western Company and for the distance of twenty-five feet on each side thereof shall be constructed of such materials and dimensions as shall be reasonably approved by the said principal engineer :

In the event of the Corporation constructing the said aqueduct or lines of pipes (No. 3) where it passes under the bridge of the Eccles Tyldesley and Wigan Railway of the North Western Company at a lower level than the foundations of the said bridge the Corporation shall if necessary execute any underpinning of the said bridge which may be reasonably required by the said principal engineer :

- (4) The aqueduct or lines of pipes (No. 3) shall be carried under the Liverpool and Manchester Railway and under the authorised Wilmslow and Levenshulme Railway (in course of construction) and under the Stockport and Manchester Railway of the North Western Company by means of walled passages or culverts of sufficient height and width to admit of the same being examined to ascertain the condition and state of repair and to effect the repairs and renewals thereof and such walled passages or culverts shall at each such crossing extend for a distance of twenty-five feet on either side of the said railways and property of the North Western Company :

- (5) The Corporation shall at all times maintain the said aqueduct or lines of pipes (No. 3) and all other works in connection therewith where the same are carried over or under the railways works or property of the North Western Company in substantial repair and good order and condition to the reasonable satisfaction of the said principal engineer and if and whenever the Corporation fail so to do the North Western Company

A.D. 1904.

may after giving fourteen days' notice thereof to the Corporation or in case of emergency without notice make and do all such works and things as may be reasonably requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Corporation :

- (6) When any such works or the maintenance repairs or renewals thereof are commenced they shall be executed and completed with all despatch and so that the traffic upon the said respective railways shall not be in any wise impeded or interfered with :
- (7) If by reason of any works or proceedings of the Corporation or of their contractors or of their workmen or of the leakage bursting or failure of any conduits works or pipes of the Corporation the said railways or any of the works or lands thereof shall be injured or damaged such injury or damage shall be forthwith made good by the Corporation at their expense and to the reasonable satisfaction of the said principal engineer and in the event of their failing so to do or in case of emergency the North Western Company may make good the same and recover the reasonable expenses thereof from the Corporation and if any interruption shall be caused to the traffic of the said railways by reason of any of the works of the Corporation or of any such leakage bursting or failure as aforesaid the Corporation shall make good and repay to the North Western Company any loss damage or expense which they may sustain or be put to by reason of the construction or the leakage bursting or failure of any of the said conduits pipes or works or in respect of the interruption of the traffic of the said railways :
- (8) The Corporation shall not without the consent in writing of the North Western Company under their common seal purchase take enter upon or use temporarily or permanently any lands property or works of the North Western Company or any estate right easement privilege or authority in over or upon the same respectively or alter vary or interfere with the said railways or any of the respective works thereof or thereto appertaining except that the Corporation may

purchase and the North Western Company shall sell and grant to the Corporation such easement as may be necessary for carrying the said conduit or lines of pipes over or under the said railways and works according to the provisions hereinbefore prescribed and for repairing maintaining and renewing the same and the works thereof at such crossings. The amount to be paid for the acquisition of such easement shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement:

A.D. 1904.

(9) The Corporation shall bear and on demand pay to the North Western Company the reasonable expenses of the employment by them during the making or maintenance of the said aqueduct or lines of pipes (No. 3) by this Act authorised over and under the railways of the North Western Company of a sufficient number of inspectors signalmen or watchmen for watching the said railways and works and the conduct of the traffic thereon with reference to and during the execution and maintenance of the said intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Corporation with reference thereto or otherwise:

(10) If any difference shall arise between the Corporation and the North Western Company or their respective engineers as to the reasonableness of the plans sections and specifications hereinbefore provided for or otherwise under this section such difference shall be referred to and be determinable on the application of either party by an engineer to be appointed by the President of the Institution of Civil Engineers.

**35.** In constructing and maintaining the works by this Act authorised and in exercising any of the powers by this Act conferred affecting the railway of the Manchester South Junction and Altrincham Railway Company (in this section referred to as "the Altrincham Company") or any of the works thereof or any lands belonging to or used by the Altrincham Company in connection

For protection of railways and works of Manchester South Junction and Altrincham

A.D. 1904.  
Railway  
Company.

with their railway and the works thereof (in this section referred to as "the railway") the Corporation shall observe perform and be bound by the following provisions stipulations and conditions (namely):—

- (1) Notwithstanding anything contained in this Act to the contrary the aqueduct conduit or lines of pipes (No. 3) sixthly described in and authorised by this Act (in this section referred to as "the aqueduct") where the same shall cross the railway shall be carried under the railway and any authorised widening thereof according to the lines and levels as shown on the deposited plans and sections and the Corporation shall not in the construction thereof deviate from such lines and levels without first obtaining the consent of the Altrincham Company under their common seal:
- (2) The aqueduct shall be carried under the railway by means of a walled passage or culvert of sufficient height and width to admit of the same being examined to ascertain the condition and state of repair and to effect the repairs and renewals thereof and such walled passage or culvert shall extend for a distance of twenty-five feet on either side of the railway and any authorised widening of the railway and no part of the arching of the said culvert shall be nearer the existing level of the rails of the railway than three feet six inches and no manhole or inspection well shall be constructed upon any of the lands of the Altrincham Company:
- (3) All the works crossing or affecting the railway and lands of the Altrincham Company shall be executed at the expense of the Corporation under the superintendence and to the reasonable satisfaction of the principal engineer of the Altrincham Company and according to plans sections and specifications submitted to such engineer before any such works are commenced:
- (4) If the principal engineers of the Corporation and of the Altrincham Company differ concerning the said plans sections and specifications or concerning the execution of the said works every such difference shall be referred to and determined by an engineer to be appointed by the principal engineer of the Corporation and of the Altrincham Company or in default of agreement on such appointment then by an engineer to be appointed

A.D. 1904.

by the President of the Institution of Civil Engineers on the application of the Corporation or of the Altrincham Company and the costs of and incident to any such reference and determination shall be in the discretion of such referee engineer :

- (5) When any such works or the maintenance repairs or renewals thereof are commenced they shall be executed and completed with all despatch and so that the traffic upon the said railway shall not be in anywise impeded or interfered with :
- (6) During the construction of the said portions of the aqueduct the Corporation shall bear and on demand pay to the Altrincham Company all expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by the Altrincham Company for watching their railway and the works thereof with reference thereto and during the execution of the intended works and for preventing as far as may be all interference danger and accident which may arise from any of the operations or from the acts or defaults of the Corporation or their contractors or any person or persons in the employment of the Corporation or their contractors with reference thereto or otherwise :
- (7) In case the Corporation shall not at all times duly maintain and keep repaired and renewed the aqueduct and the walled passage or culvert and works under the railway or in case of any accident happening to or defect appearing in or there being any leakage from or bursting of the aqueduct at or near such crossing under the railway the Altrincham Company may effect such maintenance and repairs and renewals and all works necessary to stop such leakage and bursting and recover from the Corporation the amount of their expenditure in that behalf with full costs and if by reason of or through the failure of any works operations or proceedings of the Corporation or any of their contractors or the agents servants or workmen of the Corporation or of their contractors the railway shall be injured the Corporation shall forthwith make good the same or in case they shall make default in that behalf then the Altrincham Company may make good the same and recover as aforesaid from the Corporation the amount

A.D. 1904.

of their expenditure in that behalf with full costs and if any interruption shall be occasioned to the traffic on the railway by reason of or through the failure of any works operations or proceedings of the Corporation or of any of their contractors or the agents servants or workmen aforesaid the Corporation shall pay to the Altrincham Company all costs and expenses to which they may be put as also compensation for all loss and inconvenience to be sustained by them respectively by reason of any such interruption :

(8) The Corporation shall not without the consent in writing of the Altrincham Company as to any of their lands property or works under their common seal purchase take enter upon or use temporarily or permanently any such lands property or works or any estate right easement privilege or authority in over or upon the same respectively or alter vary or interfere with the railway or any of the works thereto appertaining except that the Corporation may and shall acquire only such easements as may be necessary for carrying the aqueduct under the railway according to the provisions hereinbefore prescribed and for repairing maintaining and renewing the same and the works thereof so far as the same are situated on or under the lands of the Altrincham Company :

(9) The amounts to be paid for the acquisition of such easements shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

For protection of  
Cheshire  
Lines Committee.

**36.** The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the Aqueduct No. 3 hereby authorised and with respect to the making and maintaining of that aqueduct shall unless with the previous consent of the Cheshire Lines Committee (in this section referred to as "the committee") in writing under their common seal be exercised only subject to and in accordance with the following provisions :—

(1) The Corporation shall not without in every case the previous consent of the committee under their common seal take use enter upon or interfere with any lands

railway sidings or other works from time to time belonging to or worked by the committee except only so far as shall be necessary for the purpose of making and maintaining the Aqueduct No. 3 as the same is according to this Act to be constructed:

- (2) With respect to any land of the committee which the Corporation are by this Act authorised to use enter upon or interfere with the Corporation shall not purchase or take the same but the Corporation may purchase and take and the committee may and shall grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Corporation might purchase and take the same:
- (3) The crossing of the aqueduct under and over the committee's railway and branches as also across any authorised widenings or lands purchased or authorised to be purchased for widenings or other works shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer of the committee. Provided always that if the said principal engineer shall for the period of six weeks neglect or refuse to approve any plans sections or specifications submitted for his approval or shall disapprove the same and in case of the said principal engineer and the engineer of the Corporation failing to agree or of any difference arising between them then the said aqueduct and works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Corporation or the committee by the President of the Institution of Civil Engineers:
- (4) In constructing the Aqueduct No. 3 under the Manchester and Liverpool Railway of the committee near Trafford Park Station the said aqueduct and the works in connection therewith shall be carried under the railway in a walled passage or culvert of sufficient height and width to admit of the same being examined to ascertain the condition and state of repair and to

A.D. 1904.

effect the repairs and renewals thereto and such walled passage or culvert shall extend from the existing boundary fence on the north side of the railway across the committee's railway and property and beyond the existing southern boundary fence for such a distance as may be necessary to enable the committee to widen their railway on the southern side by constructing an additional two lines of way :

- (5) In constructing the Aqueduct No. 3 over the committee's Chorlton-cum-Hardy Railway near Manchester Road in the urban district of Withington the said aqueduct and the works in connection therewith shall be carried across the committee's existing railway and the committee's authorised railways at that point by means of a girder bridge of one opening having a clear span between the piers or abutments thereof measured on the square of not less than eighty feet and a clear headway above the upper surface of the existing rails for the whole width of the opening of not less than fifteen feet. No deviation of the centre line shall be made to the north (that is to say) nearer to the committee's Manchester Road Bridge. Notwithstanding anything shown upon the deposited plans the Corporation shall not in constructing the Aqueduct No. 3 deviate to the northward of the centre line shown on the said plans at the point where the Aqueduct No. 3 crosses over the said Chorlton-cum-Hardy Railway :
- (6)—(A) Notwithstanding anything in this Act contained or shown upon the deposited plans the Corporation shall in constructing the Aqueduct No. 3 lay the same along the strip of land coloured blue and between the points A and B marked on the plan signed in duplicate by the Right Honourable Baron Hawkesbury the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (in this section referred to as "the signed plan") one copy whereof has been deposited with the Clerk of the Parliaments House of Lords and the other in the Private Bill Office of the House of Commons :
- (B) The Corporation shall purchase the land coloured yellow on the signed plan in addition to the land coloured blue on the signed plan :



(c) The committee shall purchase from the Corporation and the Corporation shall sell to the committee within two years from the passing of this Act the land so coloured yellow—the price to be paid by the committee shall be at the rate per square yard paid by the Corporation so that the Corporation may be reimbursed their capital outlay without interest and such price shall be arrived at by taking the total purchase money paid in respect of the purchase of the land so coloured yellow and blue inclusive of costs of the Corporation of and incidental to the purchase of such lands and dividing such total by the number of yards of land so coloured yellow and blue on the signed plan provided that the price to be paid by the Corporation if they purchase by agreement is to be such as the committee shall approve such approval not to be unduly delayed or unreasonably withheld :

(d) If from any cause the purchase shall not be completed within the said two years the committee shall pay interest at the rate of three and a half per centum per annum until the completion of the purchase :

(e) The Aqueduct No. 3 between the points marked A and B on the signed plan and where carried over or under the committee's railway shall consist of a line or lines of pipes of best rolled steel and the Corporation shall provide and fit the said pipes with automatic safety shut-off valves in suitable positions to be agreed in writing between the principal engineers of the Corporation and the committee respectively :

(f) The distance between the centre of the nearest line of pipes and the centre of the boundary fence of the railway where widened shall not be less than three yards :

(g) The internal diameter of the nearest line of pipes to the railway shall not be greater than forty inches :

(7) The Corporation shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging to the committee :

A.D. 1904.

(8) The Corporation shall bear and on demand pay to the committee the expense of the employment by the committee during the execution of any work affecting any railway siding or other work of the committee of a sufficient number of inspectors watchmen and signalmen to be appointed by the Committee for watching and signalling the same with reference to and during the execution of any such work of the Corporation and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Corporation or their contractors or any person in the employ of the Corporation or of their contractors with reference thereto or otherwise and if by reason of the construction of the aqueduct and works by this Act authorised it shall become necessary to add to or to alter the signals signalling arrangements or electric or telegraphic appliances upon the said railways of the committee the same shall be so added to or altered by the committee and the reasonable expense thereof shall be repaid to the committee by the Corporation as well as any additional cost of maintenance which the Committee may be put to by reason of such additions or alterations :

(9) If by reason of the execution of any of the works or any proceedings of the Corporation or the failure of any such works or any act or omission of the Corporation or of their contractors or of any person in the employ of the Corporation or of their contractors or otherwise any railway siding electrical or telegraphic appliances or other work of the Committee shall be injuriously affected or damaged such injury or damage shall be forthwith made good by the Corporation at their own expense or in the event of their failing so to do then the committee may make good the same and recover the expense thereof against the Corporation and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the committee by reason of any of the matters or causes aforesaid the Corporation shall pay to the committee all costs and expenses to which the committee may be put as well as full compensation :

(10) The Corporation shall at all times maintain the bridges arches walled passages or culverts openings or other

works by which their aqueduct is carried under or over the railways sidings or other works of the committee in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the committee and if and whenever the Corporation fail so to do the committee may make and do in and upon as well the lands of the Corporation as their own lands all such works and things as the committee reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Corporation :

- (11) If in the opinion of the committee or in case of difference between them and the Corporation of an arbitrator to be appointed as hereinafter provided it shall be necessary for the committee to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Corporation shall on demand pay to the committee all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as hereinafter provided :
- (12) If the committee shall at any time hereafter be desirous for the purpose of forming branches or sidings to any existing or intended collieries works or manufactories of constructing bridges under or over the said aqueduct by this Act authorised the Corporation shall afford to the committee all reasonable and proper facilities for the construction of such bridges according to plans to be agreed between the principal engineers of the Corporation and the committee or in case of difference to be determined by arbitration as hereinafter provided :
- (13) If any difference shall arise between the respective engineers of the Corporation and the committee as to the reasonableness of the plans sections and specifications hereinbefore provided for or as to the true intent

A.D. 1904.

and meaning of this enactment or the mode of giving effect thereto such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of either party :

- (14) The Corporation and the committee may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

For protection of railways and works of Great Central Railway Company and Sheffield and Midland Railway Companies Committee.

**37.** In constructing and maintaining the works by this Act authorised and in exercising any of the powers by this Act conferred affecting any of the railways and canals belonging to or worked by the Great Central Railway Company (in this section referred to as "the Central Company") or the railway of the Sheffield and Midland Railway Companies Committee (in this section referred to as "the Sheffield and Midland Committee") or any of the works thereof respectively or any lands belonging to or used by those companies respectively in connection with such railways and the works thereof the Corporation shall observe perform and be bound by the following provisions stipulations and conditions (namely) :—

- (1) Notwithstanding anything shown on the deposited plans or in this Act contained the aqueduct conduit or lines of pipes (No. 3) sixthly described in and authorised by this Act (in this section referred to as "Aqueduct No. 3") shall be constructed by the Corporation in the urban district of Withington between the road numbered 73 on the deposited plans and the point of diversion hereinafter referred to in the field numbered on the deposited plans 74 in the said urban district at a distance of not less than fourteen yards from the northern fence of the Central Company's railway to the centre of the nearest line of pipes :
- (2) The Corporation shall at such point in the said field numbered 74 as the principal engineer of the Central Company shall direct divert Aqueduct No. 3 under the Central Company's railway to the southern side thereof and continue the same on the said southern side at a distance of not less than three yards from the southern

fence of the Central Company's railway to the centre of the nearest line of pipes to a point to be agreed between the Corporation and the principal engineer of the Central Company near to the western side of the southern slope of the bridge carrying Wellington Road (numbered on the deposited plans 4 in the city of Manchester) over the Central Company's railway and shall at such latter point divert Aqueduct No. 3 under the Central Company's railway to the north side thereof and continue the same on the said north side at a distance of not less than three yards from the northern fence of the Central Company's railway to the centre of the nearest line of pipes until the Aqueduct No. 3 shall reach the western end of Sherwood Street (numbered on the deposited plans 7 in the city of Manchester) and thenceforth between the western end of Sherwood Street and Broom Lane (numbered on the deposited plans 16 in the urban district of Levenshulme) the centre line thereof as shown on the deposited plans shall not be deviated so as to bring the same within a distance of fourteen yards from the northern fence of the Central Company's railway to the centre of the nearest line of pipes and at the junction of Station Road with Broom Lane shall divert Aqueduct No. 3 along Broom Lane in a north-easterly direction so as not in any way to interfere with the Central Company's property numbered 17 on the deposited plans except to such an extent as the principal engineer of the Central Company shall reasonably approve and shall thenceforward continue Aqueduct No. 3 at a distance of not less than fourteen yards from the northern fence of the Central Company's railway to the centre of the nearest line of pipes (except that between the points fourteen miles five furlongs eight and a half chains and fourteen miles six furlongs three chains as shown on the deposited plans where the distance need not be more than the limits of deviation will permit) to the point where the centre line of Aqueduct No. 3 is shown on the deposited plans as crossing to the east of the Central Company's railway in the urban district of Gorton or such other point as may be agreed between the Corporation and the principal engineer of the Central Company

A.D. 1904.

for such last-mentioned crossing. Provided that if it is agreed that such last-mentioned crossing shall be constructed at a point south of the crossing shown on the deposited plans Aqueduct No. 3 shall be continued on the eastern side of the Central Company's railway at a distance of not less than three yards from the eastern fence of the Central Company's railway and the centre of the nearest line of pipes :

- (3) The Central Company shall purchase from the Corporation within two years from the passing of this Act so much of the field numbered on the deposited plans 74 in the urban district of Withington as shall lie between the land to be acquired by the Corporation for Aqueduct No. 3 and the Central Company's railway and the price to be paid by the Central Company shall be at the rate per square yard paid by the Corporation so that the Corporation may be reimbursed their capital outlay without interest for the land so purchased by the Company and such price shall be arrived at by taking the whole purchase-money paid in respect of the purchase of the said field numbered 74 inclusive of the costs of the Corporation of and incidental to the purchase of the said field and dividing such total by the number of yards of land so purchased by the Corporation. Provided that the price to be paid by the Corporation for the purchase by agreement of the said field numbered 74 shall be such as the Central Company shall approve and such approval shall not be unduly delayed or unreasonably withheld :
- (4) The Aqueduct No. 3 where laid alongside of or across the railways and canal of the Central Company and the Sheffield and Midland Committee shall consist of a line or lines of pipes of best rolled steel and the Corporation shall provide and fit the said pipes with automatic safety shut-off valves in suitable positions to be agreed in writing between the principal engineers of the Corporation and the Central Company or the Sheffield and Midland Committee as the case may be respectively :
- (5) The internal diameter of the nearest line of pipes to the Central Company's railway shall not be greater than forty inches :

- (6) Notwithstanding anything contained in this Act to the contrary Aqueduct No. 3 where the same shall cross the railways of the Central Company and the Sheffield and Midland Committee shall be carried across the said railways as also any authorised widenings or deviations thereof respectively according to the lines and levels as shown on the deposited plans and sections (except so far as the same are by this section expressly varied) and in the construction of Aqueduct No. 3 the Corporation shall not deviate from such lines and levels without first obtaining the consent of the Central Company or the Sheffield and Midland Committee as the case may require under their respective common seals :
- (7) Aqueduct No. 3 shall at every point at which it crosses the railways and canal of the Central Company be carried under the railways and the Ashton Canal of the Central Company by means of walled passages or culverts of sufficient height and width to admit of the same being examined to ascertain the condition and state of repair and to effect the repairs and renewals thereof and such walled passages or culverts shall at each such crossing extend for the distance on either side of the Central Company's said railway and canal for the width of the existing railway and the widening thereof or of the canal and towpath as the case may be :
- (8) The bridges by which it is proposed to carry Aqueduct No. 3 over the railway of the Sheffield and Midland Committee shall have one clear span of not less than eighty feet measured on the square and a clear height of fifteen feet measured from the level of the rails :
- (9) The Corporation shall make good to the Central Company and the Sheffield and Midland Committee any damage or injury caused to their respective railways or property by reason of the construction of the said works :
- (10) All the works crossing or situate upon the said respective railways works and lands shall be executed at the expense of the Corporation under the superintendence and to the reasonable satisfaction of the principal engineer of the Central Company and according to plans sections and specifications submitted to such engineer and approved by him in writing Provided

A.D. 1904.

that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him he shall be deemed to have approved thereof :

- (11) If the principal engineers of the Corporation and of the Central Company and of the Sheffield and Midland Committee respectively as those companies may be affected differ concerning the said plans sections and specifications or concerning the execution of the said works every such difference shall be referred to and determined by an engineer to be appointed by the principal engineers of the Corporation and of those two companies respectively as they may be affected or in default of agreement on such appointment then by an engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of the Corporation or of those two companies respectively as they may be affected and the costs of and incident to any such reference and determination shall be in the discretion of such referee engineer :
- (12) When any such works or the maintenance repairs or renewals thereof are commenced they shall be executed and completed with all despatch and so that the traffic upon the said respective railways shall not be in anywise impeded or interfered with :
- (13) In case the Corporation shall not at all times duly maintain and keep repaired and renewed Aqueduct No. 3 and the walled passages or culverts and works at such crossings of the said railways and canal or in case of any accident happening to or defect appearing in or there being any leakage from or bursting of the said aqueduct at or near such crossings the Central Company and the Sheffield and Midland Committee as the case may require may effect such maintenance and repairs and renewals and all works necessary to stop such leakage and bursting and recover from the Corporation the amount of their respective expenditure in that behalf with full costs and if by reason of or of the failure of any works operations or proceedings of the Corporation or any of their contractors or the agents servants or workmen of the Corporation or of



their contractors the said railways and canal or any of the works thereof respectively shall be injured the Corporation shall forthwith make good the same or in case they shall make default in that behalf then the Central Company and the Sheffield and Midland Committee as the case may require may make good the same and recover as aforesaid from the Corporation the amount of their respective expenditures in that behalf with full costs and if any interruption shall be occasioned to the traffic on the said respective railways and canal by reason of or of the failure of any works operations or proceedings of the Corporation or of any of their contractors or the agents servants or workmen aforesaid the Corporation shall pay to the Central Company and to the Sheffield and Midland Committee as the case may be all costs and expenses to which they respectively may be put as also compensation for all loss and inconvenience to be sustained by them respectively by reason of any such interruption :

- (14) The Corporation shall bear and on demand pay to the Central Company or to the Sheffield and Midland Committee the expense of the employment by that company or by the committee during the execution of any work affecting the railway canal and works of that company or the committee of a sufficient number of inspectors and watchmen to be appointed by that company or the committee for watching the same with reference to and during the execution of any such work of the Corporation :
- (15) The Corporation shall not without the consent in writing of the Central Company as to any lands property or works belonging or leased to that company or which they have power to acquire nor without the consent of the Sheffield and Midland Committee as to any of their lands property or works under their respective common seals purchase take enter upon or use temporarily or permanently any such lands property or works or any estate right easement privilege or authority in over or upon the same respectively or alter vary or interfere with the said railways or any of the respective works thereof or thereto appertaining except that the Corporation may and shall acquire only such easements

A.D. 1904.

as may be necessary for carrying Aqueduct No. 3 across the said railways and canal according to the provisions hereinbefore prescribed and for repairing maintaining and renewing the same and the works thereof at such crossings :

- (16) The amounts to be paid for the acquisition of such respective easements except the easements for the crossings under the Central Company's railway between the property of the Right Honourable the Earl of Egerton lying on the north and south sides of the said railway which shall be free of payment shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

For protection of Manchester Ship Canal Company.

**38.** In constructing and maintaining the aqueduct conduit or lines of pipes (No. 3) by this Act authorised affecting the canals feeders lands or property of the Manchester Ship Canal Company (in this section referred to as "the canal company") the Corporation shall unless otherwise agreed upon in writing between the Corporation and the canal company be subject to the following conditions (namely) :—

- (1) All works crossing or affecting the said canals feeders and lands or any part thereof shall be executed at the expense of the Corporation under the superintendence and to the reasonable satisfaction of the engineer of the canal company and according to plans sections and specifications previously submitted to the said engineer :
- (2) If the engineers of the Corporation and of the canal company differ concerning the said plans sections and specifications or concerning the execution of the said works every such difference shall be settled by an engineer to be appointed by the two engineers or if they cannot agree then by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party :
- (3) The said works shall be constructed and maintained so that the traffic upon the said canals shall not be in any wise impeded or interfered with :
- (4) The Corporation shall acquire only an easement in such of the said canals feeders and lands as may be necessary

for constructing and maintaining the said aqueduct conduit or lines of pipes (No. 3) by this Act authorised :

A.D. 1904.

(5) If by reason of the construction and maintenance of the works by this Act authorised the canals of the canal company shall be damaged or injured or the traffic thereon impeded the Corporation shall make full compensation to the canal company for any loss or expense occasioned thereby and shall also indemnify the canal company against any claim that may be made upon them for damages resulting from any delay or injury occasioned by the acts or defaults of the Corporation to the traffic whether of passengers animals or goods conveyed on the said canals. Provided always that in every case of pressing necessity and in every other case if for seven days after notice in writing thereof given to the Corporation by the canal company the Corporation neglect to proceed with due diligence to make good such damage the canal company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the Corporation :

(6) The amount to be paid to the canal company for the acquisition of an easement in the said canals feeders lands and property as hereinbefore provided including the compensation (if any) for damage or injury to the said canals feeders and lands respectively or impediment to the traffic thereon shall from time to time be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

**39.** The following provisions for the protection of the Stretford Gas Company (in this section referred to as "the gas company") shall apply and have effect:—

For protection of Stretford Gas Company.

(1) During the construction of the Aqueduct No. 3 the Corporation may deviate in such places to such extent and in such manner as the engineer of the gas company may certify in writing to be reasonably necessary for avoiding interference with any main pipe or apparatus belonging to the gas company :

(2) The cost of constructing providing and laying any new main pipe or apparatus in substitution for any which may be rendered useless by the construction of any of

A.D. 1904.

the works authorised by this Act and the value of any main pipe or apparatus belonging to the gas company rendered useless or unproductive to the gas company by any of the works authorised by this Act shall on demand and subject to credit being given for the value of the aforesaid matters so rendered useless to the gas company be repaid to the gas company by the Corporation. Provided always that whenever any new main or pipe of larger dimensions shall be substituted for any existing main or pipe the Corporation shall only be required to pay the cost which would have been incurred by the substitution of a main or pipe of equal dimensions with the existing main or pipe :

- (3) If by reason or in consequence of any authorised deviation it shall become necessary to lower or raise any main pipe or apparatus of the gas company such lowering or raising shall be carried out by the gas company at the expense of the Corporation. The question whether any such main pipe or apparatus requires to be lowered or raised shall be decided by the engineer of the gas company and the engineer of the Corporation. Any difference which may arise as to the matters provided for by this subsection shall be determined in accordance with the provisions of subsection (5) of this section :
- (4) The Corporation shall be answerable for all accidents damages and injuries happening through or resulting from the act or default of the Corporation their contractors or servants by reason of or in consequence of any of the Corporation's works and shall save harmless the gas company and their officers and servants from all damages and costs in respect of such accidents damages or injuries :
- (5) Any difference which may arise between the gas company and the Corporation with reference to this section or anything to be done or not to be done thereunder shall (unless otherwise agreed or otherwise expressly provided by this section) be determined by an arbitrator to be appointed in default of agreement by the Board of Trade :
- (6) The gas company and the Corporation may by agreement under seal alter or modify any of the provisions of this section.

40. The works constructed under this Part of this Act shall for all purposes whatsoever be deemed part of the waterworks undertaking of the Corporation as if they had been authorised by and included or referred to in the Acts relating to that undertaking.

\* A.D. 1904.  
Works to be part of waterworks undertaking.

### PART III.

#### IMPROVEMENTS.

41. Subject to the provisions of this Act the Corporation may in the lines and according to the levels shown upon the deposited plans and sections relating thereto make provide and maintain in the townships and parishes of Manchester North Manchester and South Manchester or some or one of them the new streets street widenings and improvements hereinafter described with all proper and necessary works and conveniences in connection therewith and may enter upon take and use and appropriate for the purposes aforesaid and for resale all or any of the lands houses and buildings delineated on the said plans and described in the deposited book of reference relating thereto (that is to say) :—

Power to make new streets street widenings and improvements &c.

- (a) The widening and improvement of Oxford Road on the westerly side thereof for a distance of 75 yards or thereabouts measured in a southerly direction from a point 55 yards from Tuer Street to Coupland Street :
- (b) The widening and improvement of Oxford Road on the westerly side thereof for a distance of 47 yards or thereabouts measured in a southerly direction from a point 56 yards from Lime Grove to Leamington Street and from Leamington Street to a point 43 yards distant from the northerly side of Ducie Street :
- (c) The widening and improvement of Wilmslow Road on the easterly side thereof for a distance of 152 yards or thereabouts measured in a southerly direction from a point 38 yards from the High Street to Rusholme Place :
- (d) The widening and improvement of Wilmslow road on the easterly side thereof in front of the premises numbered 13 and 15 in such road :
- (e) The widening and improvement of Wilmslow Road on the westerly side thereof between Langley Road and Madfield Road ;
- (f) A new road in extension of Wilbraham Road commencing at a point in Wilmslow Road opposite Wilbraham Road

A.D. 1904.

proceeding thence in an easterly direction to Alwyn Road :

- (g) The widening and improvement of Alwyn Road on the northerly side thereof throughout the entire length of such road :
- (h) The widening improvement and extension of Delaunay's Road Crumpsall commencing at Cleveland Road and proceeding in a northerly direction across the River Irk to Mill Brow and the widening and improvement of Mill Brow in an easterly direction to its junction with Blackley New Road including a new bridge over the River Irk and the reconstruction of a portion of the Mill Goyt or Culvert adjoining such river :
- (i) The widening and improvement of Waterloo Street on the north-westerly side thereof for a distance of 181 yards or thereabouts in a north-easterly direction measured from the Crumpsall Hotel to Slack Road and on the south-easterly side for a distance of 152 yards or thereabouts in a north-easterly direction measured from a point 80 yards south of Tetlow Bridge across the River Irk to the Mill Goyt including new bridges over the said river and Mill Goyt :
- (j) A new street extending Waterloo Street in a northerly direction from a point opposite its junction with Slack Road for a distance of 147 yards or thereabouts to another point in Slack Road :
- (k) The widening and improvement of Slack Road on the easterly side thereof in a northerly direction from the termination of the proposed extension of Waterloo Street for a distance of 107 yards or thereabouts :
- (l) A new street extending Station Road Crumpsall to Clarendon Road :
- (m) The widening and improvement of Moston Lane on the northerly side thereof between Melbourne Street and a point 7 yards or thereabouts measured in a westerly direction from Gill Street :

Provided that notwithstanding anything in this Act or shown on the deposited plans and sections the Corporation shall not enter upon take use or interfere with any part of the properties numbered on the said plans 131 and 132 in the city of Manchester.

42. The Corporation in constructing the works by this Part of this Act authorised may deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the said works as shown on the deposited sections to any extent not exceeding two feet.

A.D. 1904.  
Power to deviate in construction of street works.

43. And whereas in the construction of the works by this Part of this Act authorised or otherwise in the exercise by the Corporation of the powers of this Part of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Corporation and that such portions or some other portions less than the whole may be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

Owners may be required to sell parts only of certain lands and buildings.

- (1) The owners of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Corporation or each or any of them are hereinafter in this section included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Corporation that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Corporation such portion only without the Corporation being obliged or compellable to purchase the whole the Corporation paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Corporation allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the

A.D. 1904.

notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Corporation have compulsory powers of purchase) can be so severed :

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Corporation the portion which the tribunal shall have determined to be so severable without the Corporation being obliged or compellable to purchase the whole the Corporation paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Corporation may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Corporation in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly



incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit. A. D. 1904.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

#### PART IV.

##### CITY EXTENSION.

44. In this Part of this Act the following expressions have the meanings hereby assigned to them (that is to say):— Interpretation in this Part of Act.

“The Withington Council” and “the Moss Side Council” mean respectively the councils for the respective urban districts of Withington and Moss Side and “district councils” means the said councils;

“County council” means the county council of the administrative county of Lancaster;

“County” means the administrative county of Lancaster;

“The added areas” means the urban districts of Withington and Moss Side;

“The existing city” means the city prior to the commencement of this Part of this Act;

“The Municipal Corporations Acts” means the Municipal Corporations Act 1882 and the Acts amending and extending the same;

“The Act of 1888” means the Local Government Act 1888;

“The city plan” means the plan referred to in the section of this Act the marginal note of which is “Deposit of plan of extended city.”

##### SPECIAL PROVISIONS AS TO WITHINGTON.

45. The boundary of the existing city shall be altered and extended so as to include in addition to the area of the existing Boundary of city extended

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904.  
to include  
Withington.

city the area of the urban district of Withington in the county of Lancaster which shall be divided into three wards as follows:—

WITHINGTON WARD.

Within the metes and bounds following (that is to say):—

Commencing in Burnage Lane at a point 485 yards north of the railway bridge at Parrs Wood Lane proceeding along the township boundary in a westerly direction passing Catterick House to Little Heath thence along Fog Lane and Lapwing Lane to the Palatine Road railway bridge thence along the centre of the Midland Railway in a north-westerly direction to the railway bridge about 767 yards north-west of Burton Road thence along a hedge in a northerly direction to Old Hall Lane thence in a south-easterly direction for about 250 yards thence in a northerly direction along a hedge to the Leigh Brook thence in a westerly direction along that brook to the Great Central Railway thence in a north-easterly direction along the Platt Brook to the district boundary thence in an easterly and southerly direction along the district boundary to the Leigh Brook thence in an easterly direction along the district boundary and the Cringle Brook to a point 835 yards east of Burnage Lane thence in a southerly direction along the boundary of the district to Green End thence in a south-westerly direction along the boundary of the district and Burnage Lane to the point first mentioned.

DIDSBURY WARD.

Within the metes and bounds following (that is to say):—

Commencing at Jackson's Boat Bridge proceeding in an easterly direction along Hardy Lane to the junction of Barlow Moor Road thence in a northerly direction to Brook Bank Bridge thence in an easterly direction along Chorlton Brook to the Midland Railway along the centre of the Midland Railway in a south-easterly direction to the Palatine Road railway bridge thence along Lapwing Lane and Fog Lane to Little Heath thence in a southerly direction passing Catterick House and along the township boundary to Burnage Lane thence in a southerly direction along the boundary of the district to the River Mersey

thence in a westerly direction along the River Mersey and the district boundary towards Northenden and in a northerly and westerly direction along the district boundary and the River Mersey to the point first mentioned.

A.D. 1901.  
—

CHORLTON-CUM-HARDY WARD.

Within the metes and bounds following (that is to say):—

Commencing at the Midland Railway near "The Firs" running along the northern boundary of the district to Platt Brook thence following that brook to its junction with Leigh Brook at the Great Central Railway thence following Leigh Brook to the first hedge and along that hedge in a southerly direction to Old Hall Cottages in Old Hall Lane and along that lane in the direction of Old Hall Farm thence along a hedge running south to a bridge over the Midland Railway thence along the centre of the Midland Railway to the Chorlton Brook thence along the Chorlton Brook to Brook Bank Bridge in Barlow Moor Road thence in a south-easterly direction along Barlow Moor Road to the end of Hardy Lane along Hardy Lane to Jackson's Boat Bridge thence in a southerly direction along the centre of the River Mersey to the boundary of the district thence in a westerly direction and northwards at the rear of the Bridge Inn along the boundary of the district to the centre of the River Mersey to the junction of the Chorlton Brook along the centre of the Chorlton Brook in an easterly direction to Hawthorne Farm thence in a northerly direction along the boundary of the district near Longford Hall thence in an easterly direction to the point first mentioned.

Such three wards are in this Act referred to as "the Withington wards." or "the three Withington wards."

Three councillors and one alderman shall be assigned to each of the Withington wards.

46. The first election of councillors for the Withington wards shall be held on the first day of November one thousand nine hundred and four and the lord mayor of the existing city or such other person as he shall appoint shall be the returning officer at the election for each of the Withington wards.

First election of councillors for Withington wards.

A.D. 1904.  
First election  
of aldermen  
for With-  
ington.

47. The first election of the three aldermen shall take place on the ninth day of November one thousand nine hundred and four and they shall be elected from members of the existing Withington Council having the necessary qualification.

Withington  
building  
byelaws.

48. Nothing in this Act contained shall prejudice or affect the existing byelaws of the Withington Council with respect to new streets and buildings which shall remain in force in the three Withington wards until revoked by the council.

Special terms  
of incorpo-  
ration as to  
Withington.

49. The special terms of incorporation set forth in the Fifth Schedule to this Act shall be obligatory upon the Corporation and full effect shall be given thereto by them.

Differential  
rating in  
Withington.

50. For a period of ten years from the thirty-first day of March one thousand nine hundred and five and no longer the overseers for the townships of Withington Didsbury Chorlton-cum-Hardy and Burnage shall make an allowance or rebate equal to a rate of sixpence in the pound from all poor rates levied and charged upon the owners or occupiers (as the case may be) of lands houses and other rateable hereditaments in such townships The Corporation shall pay to such overseers out of the municipal portion of the city rate the amounts equivalent to the allowances or rebates made under this section.

#### SPECIAL PROVISIONS AS TO MOSS SIDE.

Boundary of  
city extended  
to include  
Moss Side.

51. The boundary of the existing city shall be altered and extended so as to include in addition to the area of the existing city the area of the urban district of Moss Side in the county of Lancaster which shall be divided into two wards as follows :—

#### MOSS SIDE EAST WARD.

Within the metes and bounds following (that is to say) :—

Commencing in the centre of Princess Road at the boundary of the Withington Urban District and proceeding along the centre line of that road throughout its entire length and thence along the centre line of Bradshaw Street to its termination at the boundary of the existing city thence in an irregular line in an easterly direction along the boundary of the existing city to the junction of Moss Lane East and Oxford Street thence along the boundary of the existing city first in a westerly and then in a southerly direction to a short distance south of Walmer

Street thence in an irregular line in a westerly direction along the boundary of the existing city and the Withington Urban District to the first-mentioned point. A.D. 1904.

MOSS SIDE WEST WARD.

Within the metes and bounds following (that is to say):—

Commencing in Upper Chorlton Road at its junction with Wood Road and proceeding in a north-easterly direction along Upper Chorlton Road thence along Moss Lane West to its junction with Cornbrook Street thence following the boundary of the Stretford Urban District to the junction of Clarence Street and Moss Lane West thence following the boundary of the existing city to the centre of Bradshaw Street thence along the centre line of that street and of Princess Road to the boundary of the Withington Urban District and following that boundary in an irregular line in a westerly direction to the point first mentioned.

Such two wards are in this Act referred to as “the Moss Side wards.”

Three councillors and one alderman shall be assigned to each of the Moss Side wards.

52. The first election of councillors for the Moss Side wards shall be held on the first day of November one thousand nine hundred and four and the lord mayor of the existing city or such other person as he shall appoint shall be the returning officer at the election for each of such wards. First election of councillors for Moss Side wards.

53. The first election of the two aldermen shall take place on the ninth day of November one thousand nine hundred and four and they shall be elected from members of the existing Moss Side Council having the necessary qualification. First election of aldermen for Moss Side.

54. Nothing in this Act contained shall prejudice or affect the existing byelaws of the Moss Side Council with respect to new streets and buildings which shall remain in force in the Moss Side wards until revoked by the council. Moss Side building byelaws.

55. The special terms of incorporation set forth in the Sixth Schedule to this Act shall be obligatory upon the Corporation and full effect shall be given thereto by them. Special terms of incorporation as to Moss Side.

56. For a period of fifteen years from the thirty-first day of March one thousand nine hundred and five and no longer the overseers for the township of Moss Side shall make an allowance Differential rating in Moss Side.

A.D. 1904

or rebate equal to a rate of one shilling and sixpence in the pound from all poor rates levied and charged upon the owners or occupiers (as the case may be) of lands houses and other rateable hereditaments in such township. The Corporation shall pay to such overseers out of the municipal portion of the city rate the amounts equivalent to the allowances or rebates made under this section.

GENERAL PROVISIONS.

Commencement of this Part of this Act.

**57.** This Part of this Act shall except so far as is otherwise herein expressly provided and so far as there may be anything in the subject matter or context inconsistent therewith come into operation on the ninth day of November one thousand nine hundred and four which date is in this Part of this Act referred to as "the commencement of this Part of this Act":

Provided that for the purposes of the parish burgess lists and burgess roll and other lists to be made for the city under the Municipal Corporations Acts and of the lists of county electors and the county register to be made for the county in pursuance of the County Electors Act 1888 or any Act amending that Act and of the lists and registers of parochial electors and any other lists or registers to be made in pursuance of the Local Government Act 1894 and of all proceedings preliminary or relating to any municipal election to be held on the ordinary day of election in the year one thousand nine hundred and four this Part of this Act shall operate from the date of the passing thereof. Provided also that for the purposes of sections 20 22 23 24 and 26 of the Act of 1888 and for the purposes of the Local Taxation (Customs and Excise) Act 1890 the city shall be deemed not to have been extended until after the thirty-first day of March one thousand nine hundred and five:

Provided also that nothing in this Part of this Act contained shall relieve the consumers of water supplied by the Corporation in the added areas from their obligations to pay the water rents and charges in respect of the period between the commencement of this Part of this Act and the thirty-first day of March one thousand nine hundred and five.

Retirement of additional councillors and aldermen.

**58.**—(1) The councillors elected in the year one thousand nine hundred and four for the several wards constituted by this Part of this Act shall retire as follows:—

(a) The councillor for each ward who is elected by the smallest number of votes on the first day of November one thousand nine hundred and five:

(b) The councillor for each ward who is elected by the largest number of votes on the first day of November one thousand nine hundred and seven : A.D. 1904.

(c) The other councillor for each ward on the first day of November one thousand nine hundred and six.

(2) The five additional aldermen elected in the year one thousand nine hundred and four shall retire as follows. The three who were elected by the smallest number of votes shall retire on the ninth day of November one thousand nine hundred and seven and the other two shall retire on the ninth day of November one thousand nine hundred and ten.

(3) Provided that if for any reason it is doubtful which of the councillors or aldermen as the case may be ought to retire on the dates specified in this section the council shall on the ninth day of November one thousand nine hundred and four or at or before the next following quarterly meeting and not later by a majority of votes or in case of an equality of votes by the casting vote of the chairman determine which of the councillors or aldermen as the case may be shall go out of office on the dates so specified respectively.

59. A plan of the city as extended by this Act signed in triplicate by the Right Honourable Baron Hawkesbury the Chairman of the Committee of the House of Lords to which the Bill for this Act was referred shall within two weeks after the passing of this Act be deposited in the Parliament Office of the House of Lords and in the Private Bill Office of the House of Commons and with the town clerk at his office and a copy thereof certified by the town clerk shall be sent as soon as may be after such deposit to the Board of Agriculture and Fisheries and to the Local Government Board and to the Inland Revenue Department and to the clerk of the county council respectively.

Deposit of plan of extended city.

60. Copies of the city plan deposited with the town clerk or any extract therefrom certified by him to be correct shall be received by all courts of justice and elsewhere as *prima facie* evidence of the contents of such plan and such plan shall at all reasonable times be open to the inspection of the persons liable to rates imposed by the Corporation and all persons so liable shall be entitled to a copy of or extract from such plan certified by the town clerk on payment of a reasonable fee for every such copy or extract. All sums received under this section shall be carried to the credit of the city fund.

Copies of deposited city plan to be evidence.

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1901.* [4 EDW. 7.]

A.D. 1904.  
Added areas  
to be part of  
city of Man-  
chester.

**61.** Subject to the provisions of this Part of this Act and of the Municipal Corporations Acts the added areas shall form and for all intents and purposes be part of the city and all the rights, privileges, benefits and advantages enjoyed by the citizens or inhabitants of the existing city are hereby extended to and may be enjoyed by the citizens or inhabitants of the added areas.

Number of  
councillors  
and alder-  
men.

**62.** The number of councillors of the city shall be increased from seventy-eight to ninety-three and the number of aldermen of the city shall be increased from twenty-six to thirty-one.

Jurisdiction  
of justices  
&c. extended.

**63.**—(1) The powers and duties of the quarter sessions, recorder, clerk of the peace and coroner of the existing city and of the Salford hundred court of record and the judge registrar and other officers thereof and of the justices of the peace and stipendiary magistrates appointed for the existing city and the clerk to such justices and of the police constables and other peace officers of the existing city shall extend to and apply throughout the city.

(2) Every person committing an offence in any part of the added areas prior to the commencement of this Part of this Act shall be tried, adjudicated on and dealt with as if this Act had not been passed.

Parish bur-  
gess lists &c.

**64.**—(1) For the purposes of the parish burghess lists and burghess roll and other lists to be made under the Municipal Corporations Acts and in all matters in relation thereto the added areas shall be deemed to have always been part of the city and the town clerk of the existing city shall be the town clerk of the city and anything required to be done in connection with the purposes aforesaid before the date of the passing of this Act may in so far as the same relates to the added areas be done as soon as practicable after such date and if so done shall have full force and effect.

(2) In making out, revising or otherwise dealing with such lists and roll or the lists of county electors and the county register to be made for the county in pursuance of the County Electors Act 1888 or any Act amending that Act or the lists and registers of parochial electors effect shall be given so far as the circumstances require or allow to the provisions of this Part of this Act.

(3) Where any difficulty in giving effect to the provisions of this Part of this Act can be obviated or removed by any alteration in or re-arrangement of or any other action affecting the said lists, roll and registers such alteration, re-arrangement or action so far as the same may be necessary for giving effect to the said provisions



shall be made or taken by the town clerk or the clerk to the county council as the case may require and the overseers of the poor shall render such assistance as may be requisite for the purpose of such alteration re-arrangement or action by the town clerk or clerk to the county council as the case may be and such alteration re-arrangement or action shall be deemed to be authorised by the provisions in force with respect to such lists roll and registers.

A.D. 1904.

(4) Where in the opinion of the Local Government Board the circumstances so require the Local Government Board may make such order as appears to them to be necessary to give effect to the provisions of this Part of this Act and may vary so far as is requisite the provisions in force with regard to such lists roll and registers.

**65.** The unrepealed provisions of the local Acts and all other local Acts and Orders as the same respectively are in force within the existing city at the commencement of this Part of this Act (except section 20 of the Manchester Town Hall and Improvement Act 1866) shall extend and apply to the city and any reference therein to the existing city and the Corporation thereof shall be deemed to refer to the city and the Corporation thereof.

Extending provisions of local Acts.

**66.**—(1) All byelaws and regulations and every list of tolls and table of fees and payments and scale of charges made by the Corporation whether as sanitary authority municipal authority education authority or otherwise which at the commencement of this Part of this Act are in force within the existing city shall save as hereinafter mentioned thenceforth extend and apply to the city until or except in so far as any such byelaws or regulations or list of tolls or table of fees and payments or scale of charges may be altered or repealed.

Byelaws and regulations.

(2) The byelaws and regulations made by the county council or by either of the district councils or their predecessors and in force immediately before the commencement of this Part of this Act in any part of the added areas shall on that date cease to be in force except as regards any work commenced before that date or any work for which plans shall either have been approved by either of the district councils before that date or shall have been sent to the surveyor or clerk to either of the district councils or to the county council one month at least before that date and shall not have been disapproved by such council. As regards any such work as aforesaid the byelaws in force immediately before the commencement of this Part of this Act shall continue to apply until the

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1901. — completion of such work in like manner and with the like effect as if such byelaws had been made by the Corporation and as if the Corporation and the city were referred to therein instead of the district councils and the district of such council respectively. Provided that any proceedings which might have been taken by the county council or by the district councils against any person for any offence committed before the commencement of this Part of this Act against any byelaws and regulations made by such council or their predecessors and in force on that date in any part of the added areas may be taken by the Corporation as if those byelaws and regulations had remained in force and the Corporation had been substituted therein for such council.

(3) This section shall have effect subject and without prejudice to the sections of this Act the marginal notes of which are "Withington building byelaws" and "Moss Side building byelaws."

Adoptive Acts.

**67.** The provisions of the following Acts and parts of Acts (namely):—

- (1) The Baths and Washhouses Acts 1846 to 1899 ;
- (2) The Infectious Disease (Prevention) Act 1890 ;
- (3) Part III. of the Public Health Acts Amendment Act 1890 ;
- (4) Part III. of the Housing of the Working Classes Act 1890 ;  
and
- (5) The Public Libraries Acts 1892 to 1901 ;

shall be in force in and apply to the city as if the same had been adopted therein.

Town clerk and other officers continued.

**68.**—(1) The town clerk and all other officers and servants of the Corporation of the existing city who hold office at the commencement of this Part of this Act shall continue to be the town clerk and officers and servants of the Corporation of the city and shall hold their offices by the same tenure as at that date.

(2) The auditors of the existing city who shall be in office at the commencement of this Part of this Act shall continue in office and shall be the auditors of the city until the next ordinary day of election of auditors.

District councils abolished.

**69.** The district councils shall on the ninth day of November one thousand nine hundred and four be abolished and cease to exist.

Compensation for officers.

**70.**—(1) Every officer and servant who by virtue of this Part of this Act or of anything done in pursuance or in consequence

thereof suffers any direct pecuniary loss by abolition of office or by diminution or loss of fees or salary shall be entitled to have compensation paid to him by the Corporation for such pecuniary loss and in determining such compensation regard shall be had to the conditions and other circumstances required by subsection (1) of section 120 of the Act of 1888 to be had regard to in cases of compensation under that section and the compensation shall not exceed the limit therein mentioned and shall be paid out of the city fund and city rate of the city and the provisions of subsections (2) to (7) of the said section 120 shall apply with such other modifications (if any) as may be required and with the substitution of the Local Government Board for the Treasury Provided that the non-acceptance of any office shall not be a bar to the right of any officer to compensation.

A.D. 1904.

(2) Any officer or servant whose services are dispensed with by the Corporation because his services are not required or whose salary shall be reduced within one year from the commencement of this Part of this Act on the ground that his duties have been diminished in consequence thereof shall be deemed to have suffered a direct pecuniary loss within the meaning of this section.

(3) Any officer or servant may by agreement with the Corporation enter their service and the payment of his compensation shall in that event not commence until the termination of his service with the Corporation.

**71.** If at the commencement of this Part of this Act any action or proceeding or any cause of action or proceeding is pending or existing by or against either of the district councils the same shall not be in anywise prejudicially affected by reason of the passing of this Part of this Act but may be continued prosecuted and enforced by or against the Corporation.

Actions &c.  
not to abate.

**72.** Anything duly done or suffered and all covenants charges on rates contracts deeds bonds agreements and other instruments (subsisting at the commencement of this Part of this Act) entered into made or effected by either of the district councils or their predecessors shall be of as full force and effect against or in favour of the Corporation and may be continued and enforced as fully and effectually as if instead of such council or their predecessors the Corporation had done or suffered the same or been a party thereto.

Saving for  
contracts &c.

**73.** All property vested in the Corporation at the commencement of this Part of this Act for the benefit of the existing city

Corporation  
property &c.

A.D. 1904. shall be held by the Corporation for the benefit of the city and the Corporation shall hold enjoy and exercise for the benefit of the city all the powers which at the date aforesaid are exerciseable by or vested in the Corporation for the benefit of the existing city and all liabilities which on the date aforesaid attached to the Corporation in respect of the existing city shall from and after that date attach to them in respect of the city.

Property and liabilities of district councils.

**74.**—(1) Subject to the provisions of this Part of this Act all property rights and liabilities which immediately before the commencement of this Part of this Act are vested in or attached to the district councils respectively are hereby vested in and shall attach to the Corporation as urban sanitary authority.

(2) The liability for repayment of any sums borrowed by the district councils respectively or of so much of any of such sums as shall be owing at the commencement of this Part of this Act and for the payment of the interest thereon shall be transferred and attach to the Corporation and so much as will at the commencement of this Part of this Act be outstanding in respect of any sum borrowed as aforesaid together with so much of any sums borrowed by the Corporation as will at the commencement of this Part of this Act be owing and charged on the city rate of the existing city shall be charged upon the city rate of the city and all such sums shall together with the interest to accrue due thereon be repaid by the Corporation within the respective periods for which the loans in respect of which the said sums are owing were originally sanctioned or within which the same are otherwise required to be repaid or are made repayable.

Arrears of rates.

**75.** All arrears of rates made by the district councils in respect of hereditaments in the added areas and all other payments which at the commencement of this Part of this Act are due or owing to the district councils in respect of any part of the added areas may be collected and recovered by the Corporation.

Power to appoint overseers.

**76.** Any powers conferred upon the district councils under section 33 of the Local Government Act 1894 shall from and after the commencement of this Part of this Act vest in and be exercised by the Corporation.

Transfer of obligations under agreements for dealing with Levenshulme

**77.**—(1) The Corporation shall discharge and perform all the duties liabilities and obligations of the Withington Council with regard to conveyance and disposal of the sewage of the urban district of Levenshulme under the provisions of two agreements

dated respectively the twelfth day of January one thousand eight hundred and eighty-two and the twenty-fifth day of March one thousand eight hundred and ninety and entered into between the local board for the district of Withington and the local board for the district of Levenshulme being the predecessors respectively of the Withington Council and of the urban district council of Levenshulme (in this section called "the Levenshulme Council") and from and after the passing of this Act the Corporation shall be deemed to be substituted in place of the Withington Council as a party to the said agreements and the said agreements shall be construed as if the area added to the existing city under the provisions of this Act had continued to be the urban district of Withington.

A.D. 1904.  
—  
sewage and  
for receiving  
hospital  
patients from  
Levens-  
hulme.

(2) The Corporation shall discharge and perform all the duties liabilities and obligations of the Withington Council under an agreement dated the twenty-fourth day of November one thousand eight hundred and ninety-eight and entered into between the Withington Council and the Levenshulme Council with respect to the nomination use and occupation of beds in a hospital of the Withington Council situate at Baguley for cases of infectious diseases arising within the urban district of Levenshulme and from and after the passing of this Act the Corporation shall be deemed to be substituted in place of the Withington Council as a party to the said last-mentioned agreement. Provided that the charges in respect of maintenance for patients sent to the said hospital by the Levenshulme Council shall be one pound ten shillings per patient per week in addition to the charge for interest on capital expenditure provided for by the said last-mentioned agreement.

78. On and after the commencement of this Part of this Act the Corporation acting by the council shall be the burial board for the city and shall have within the city (to the exclusion of any other authority) all the powers duties and liabilities of a burial board under the Burial Acts 1852 to 1885 the Burial Act 1900 and the Manchester Burial Board Act 1857 and any Act amending the same respectively.

Corporation  
to be burial  
board.

79.—(1) Such members if any of the police force of the county as shall be determined by agreement to be made as soon as practicable after the date of the passing of this Act between the standing joint committee of the county and the watch committee of the city or in default of such agreement as may be determined by a Secretary of State shall be transferred to and become part of the police force of the city and any member of

For pro-  
tection of  
Lancashire  
County  
Council.

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1901.* [4 Edw. 7.]

A.D. 1901. the county police force so transferred shall hold office upon the same tenure and upon the same terms and conditions as if this Act had not been passed and while he performs the same or similar duties his remuneration emoluments and allowances and the pension (if any) to which he is entitled shall not be less than they would have been if this Act had not been passed.

(2) The provisions of section 15 (2) of the Police Act 1890 shall extend and apply to and in relation to any member of the police force transferred under the powers of this section as if such member had removed with the written sanction of the chief constable of the county.

(3) On the death of any member of the Lancashire County Police Force transferred to the Manchester City Police Force under the provisions of this section or on the death of the wife of any such member the Corporation shall pay to such member his widow or his children such sum as he or she or they would have received from the county police pension fund and the County Police Mutual Assurance Society combined if the death of such member or his widow had taken place prior to the transfer provided such constable shall during his service in the police force of the city pay into such funds as the watch committee may decide an annual sum equal to the average annual sum paid into the County Police Mutual Assurance Society by officers of the same rank as such officer during the five years preceding the date of his transfer.

(4) If any county police station is situate in any part of the added areas then the same together with the residences for constables and cells connected therewith and the fittings and furniture thereof respectively shall be transferred to and vest in the Corporation as from the commencement of this Part of this Act for all the estate and interest therein of the county council and there shall be paid by the Corporation to the county council out of the city fund or out of moneys borrowed under the section of this Act of which the marginal note is "Power to borrow" and in consideration of such transfer such sum as shall be agreed upon or as in default of agreement shall be settled by arbitration in manner provided by the Act of 1888.

(5) Every clerk to justices and county coroner and every officer or servant of or paid by the county council or of or paid by the standing joint committee of the county who by virtue of this Act or of anything done in pursuance or in consequence thereof suffers any direct pecuniary loss by abolition of office or by diminution or loss of fees or salary shall be entitled to have compensation paid to him by the Corporation for such pecuniary

loss and in determining such compensation regard shall be had to the conditions and other circumstances required by subsection (1) of section 120 of the Act of 1888 to be had in regard in cases of compensation under that section and the compensation shall not exceed the limit therein mentioned and shall be paid out of the city fund or out of moneys borrowed under the section of this Act of which the marginal note is "Power to borrow" for the purpose (E) therein mentioned and the provisions of subsections (2) to (7) of the said section 120 shall apply with such other modifications (if any) as may be required and with the substitution of the Local Government Board for the Treasury. Provided that the non-acceptance of any office shall not be a bar to the right of any officer to compensation.

A.D. 1904.

**80.—(1)** In any case where the extension of the city by this Act shall affect the distribution of the proceeds of the local taxation licences of the estate duty and of the local taxation (customs and excise) duties between the county and the city or between the county or the city on the one hand and any other county borough on the other hand or any financial relations or questions between those areas or any adjustment which has been made in regard to such distribution and financial relations or questions equitable adjustments may be made between the areas interested.

Adjustment  
of financial  
relations be-  
tween county  
and city.

(2) Any such adjustment may be made by agreement between the county council and the councils of the county boroughs affected before the thirtieth day of September one thousand nine hundred and five and in default of such agreement by the Local Government Board or if that Board think fit by an arbitrator appointed by them.

(3) For the purposes of such adjustments the provisions of the Act of 1888 relating to adjustments between administrative counties and county boroughs shall apply with the necessary modifications and the Local Government Board or an arbitrator appointed by them as the case may be shall be substituted in such provisions for the commissioners appointed under the Act of 1888 and notwithstanding anything in the provisions of this Part of this Act or of the Act of 1888 any such adjustment and the determination of any matter incidental or in relation thereto or consequent thereon shall if made by the Local Government Board be deemed to be made by them otherwise than as arbitrators and any arbitrator appointed by them shall be deemed to be an arbitrator within the meaning of section 62 of the Act of 1888 and the provisions of the Act of 1888 shall apply accordingly :

[Ch. CCXXXV.] *Manchester Corporation (General Powers) Act, 1904.* [4 Edw. 7.]

A.D. 1904.

Provided —

- (A) That in lieu of subsection (6) of section 61 of the Act of 1888 subsections (1) and (5) of section 87 of the Act of 1888 shall apply to any inquiries which may be directed by the Local Government Board under this section and to the costs of such inquiries; and
- (B) That subsection (6) of section 32 of the Act of 1888 shall apply to any agreement or award made under this section.

County rate basis.

**81.** Subject to any future revision the basis or standard of county rate for the county shall be deemed to be altered by the deduction from the amount appearing in such basis or standard as the total annual value of the property in the county of such a sum as will represent the annual value of the property in the added areas.

County electoral divisions &c.

**82.—**(1) The county councillors elected to represent the Didsbury Withington and Moss Side electoral divisions of the county shall go out of office on the commencement of this Part of this Act and their places shall not be filled up and the number of county councillors for the county shall be reduced accordingly.

(2) There shall be a corresponding reduction in the number of aldermen of the county such reduction to take effect at the ordinary election of aldermen next following the commencement of this Part of this Act or on the occurrence of casual vacancies whichever shall first happen.

(3) No county alderman or county councillor in office immediately before the commencement of this Part of this Act shall be deemed to lose his qualification by reason of the transfer of any part of the county to the city by this Act.

Rating for sanitary purposes of agricultural land railways &c. in added areas.

**83.—**(1) The owner of any tithes or of any tithe commutation rentcharge issuing out of land situate in the added areas and the occupier of any land situate in the added areas and used as arable meadow or pasture ground only or as woodlands orchards allotments market gardens or nursery grounds and the occupier of any land situate in the added areas and covered with water or used only as a canal or towing-path for the same or as a railway constructed under the powers of any Act of Parliament for public conveyance shall be assessed in respect of the same to such part of any city rate as may be made to defray the expenses incurred or to be incurred by the Corporation for sanitary purposes in the added areas in the proportion of one-fourth part only of the full net annual value of the hereditament so assessed ascertained by the



valuation list for the time being in force or if there is none by the rate for the relief of the poor made next before the making of the assessment: A.D. 1904.

Provided that for the purposes of this section "sanitary purposes" shall be all such purposes as including the repair of highways would if carried out by an urban district council under the Public Health Act 1875 or any Act amending the same be provided for by means of the district fund and general district rate and the amount of the expenses for sanitary purposes in the added areas shall be determined by the council at the time of making the city rate:

Provided also that the council shall assess the contributions to the portion of the city rate to be made to defray expenses for sanitary purposes on each parish in the city in proportion to the total assessable value of the hereditaments in such parish for the purposes of the said portion of the city rate.

(2) The overseers of the poor of any parish or place situate wholly or partly in the added areas may assess and levy as a rate separate and distinct from the poor rate so much of the city rate as is leviable on a reduced assessment in pursuance of subsection (1) of this section and for the purposes of such separate rate the provisions of section 146 of the Municipal Corporations Act 1882 with regard to a separate rate shall apply with the necessary modifications.

(3) The Local Government Board may from time to time by order make such regulations as seem to the Board necessary or proper respecting the form of the rates notices and accounts to be made used and kept by the overseers of any parish situate wholly or partly in the added areas with respect to any rate leviable in pursuance of any statutory provision in that behalf or of subsection (2) of this section for the purposes of the contribution to the city rate levied in such parish or to such part of the city rate as may be made to defray the expenses for sanitary purposes in the added area and an order under this subsection shall be deemed to be an order within the meaning of section 98 of the Poor Law Amendment Act 1834.

84. Each of the district councils shall prior to the ninth day of November one thousand nine hundred and four make provision for raising sufficient funds to defray the current expenditure to be incurred for sanitary purposes prior to the thirty-first day of March one thousand nine hundred and five in respect of their district and

Liquidation  
of current  
debts.

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1901. in default of such provision being made the Corporation may make and levy in the area which formed the district of the district council in default such a rate in the nature of a general district rate as will be sufficient to defray such expenditure :

Provided that for the purposes of this section "sanitary purposes" shall be all such purposes as including the repair of highways would if carried out by an urban district council under the Public Health Act 1875 or any Act amending the same be provided for by means of the district fund and general district rate.

Saving for audit of accounts up to commencement of this Part of this Act.

**85.** The accounts of each of the district councils and of the committees and officers of such councils up to the commencement of this Part of this Act shall be audited in like manner and subject to the like incidents and consequences as if this Act had not been passed :

Provided that such audit may be held as soon as practicable after that date any statutory provision or regulation as to the time of holding the audit to the contrary notwithstanding :

Provided also that any sum certified by the district auditor to be due from any person shall be paid to the treasurer of the city.

Saving of power to alter wards of city.

**86.** Nothing in this Part of this Act shall take away or affect the power to alter the number or boundaries of the wards of the city under the provisions of the Municipal Corporations Acts.

As to tramways.

**87.** All tramways and tramway undertakings in the added areas and all statutory powers in relation thereto so far as the same are vested in either of the district councils shall from and after the commencement of this Part of this Act be transferred to and vested in the Corporation.

As to electricity.

**88.** From and after the commencement of this Part of this Act the powers conferred upon the Withington Council by the Withington Electric Lighting Order and upon the Moss Side Council by the Moss Side Electric Lighting Order respectively confirmed by the Electric Lighting Orders Confirmation (No. 7) Act 1897, shall cease and determine and the said Orders shall be and are hereby repealed and the added areas shall be deemed to be included in the area of supply under the Manchester Electric Lighting Orders 1890 and 1896.

**89.**—(1) As from the commencement of this Part of this Act the schemes of the district councils respectively for the establishment of an education committee under the Education Act 1902 shall be and the same are hereby revoked. A.D. 1904.  
—  
Provisions as to education.

(2) All public elementary schools provided by the Moss Side Council and all rights powers duties and liabilities connected therewith or incurred by the Moss Side Council in respect thereof which immediately before the commencement of this Part of this Act are vested in or attached to the Moss Side Council are hereby vested in and shall attach to the Corporation as the local education authority.

(3) The scheme for the establishment of the education committee under section 17 of the Education Act 1902 made by the council on the fourth day of February one thousand nine hundred and three and approved by the Board of Education shall be construed so as to give effect to the provisions contained in the Fifth and Sixth Schedules to this Act so however that the total number of members of the committee and the number of members of the committee who are to be members of the council and to be appointed by the council from outside in accordance with the provisions of that scheme shall not be increased except that during the period provided for in the said scheme the sixth member recommended by the Withington Committee may be appointed by the council from outside. The said scheme as so amended may be revoked or altered by a scheme made in accordance with sections 17 and 21 of the Education Act 1902.

## PART V.

### MISCELLANEOUS.

**90.** The agreement between the dean and canons of Manchester the rector and churchwardens of All Saints' Church Manchester and the Corporation as set forth in the Seventh Schedule to this Act in reference to the underground electric substation and underground conveniences at All Saints' Oxford Street in the city is hereby confirmed and made binding on and shall be carried into effect by the parties thereto. Confirming agreement with dean and canons of Manchester &c.

**91.**—(1) The powers of the Corporation under section 39 of the Public Health Act 1875 and section 20 of the Public Health Acts Amendment Act 1890 shall extend to authorise them to provide and maintain in proper and convenient situations sanitary conveniences with accesses thereto in or under any street repairable Power to Corporation to provide public conveniences.

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904. — by the inhabitants at large and to provide and maintain in proper and convenient situations lavatories with accesses thereto in or under any such street for the use of the public and to employ and pay attendants and to make reasonable charges for the use of any sanitary convenience (other than a urinal) or of any lavatory so provided and the Corporation may make byelaws for the management of such sanitary conveniences and lavatories and as to the conduct of persons frequenting the same and may let any such sanitary conveniences and any such lavatories for such periods at such rents and subject to such conditions as to the charges to be made for the use thereof and otherwise as they may think proper.

(2) The provisions of the Public Health Act 1875 with respect to byelaws shall apply to byelaws made under this section.

Amending  
section 19 of  
Manchester  
Corporation  
(General  
Powers)  
Act 1899.

**92.**—(1) The dairyman may appeal against an order of the Corporation under section 19 of the Manchester Corporation (General Powers) Act 1899 or the refusal of the Corporation to withdraw any such order either to a petty sessional court having jurisdiction within the city or at his option if the dairy is situate outside the city to the Board of Agriculture and Fisheries who shall appoint an officer to hear such appeal. Such officer shall fix a time and place of hearing within the city and give notice thereof to the dairyman and the town clerk not less than forty-eight hours before the hearing. Such officer shall for the purposes of the appeal have all the powers of a petty sessional court.

The Board of Agriculture and Fisheries may at any stage require payment to them by the dairyman of such sum as they deem right to secure the payment of any costs incurred by the Board of Agriculture and Fisheries in the matter of the appeal.

The court or the Board of Agriculture and Fisheries as the case may be may confirm vary or withdraw the order which is the subject of the appeal and may direct to and by whom the costs of the appeal (including any sum paid or payable to the Board of Agriculture and Fisheries as aforesaid) are to be paid but pending the decision of the appeal the order shall remain in force unless previously withdrawn by the Corporation.

(2) If such an order is made without due cause or if the Corporation unreasonably refuse to withdraw the order the dairyman shall if not himself in default be entitled to recover from the Corporation full compensation for any damage which he has sustained by reason of the making of the order or of the refusal of the Corporation to withdraw the order.

The court or the Board of Agriculture and Fisheries may determine and state whether an order the subject of appeal has been made without due cause and whether the Corporation have unreasonably refused to withdraw the order and whether the dairyman has been in default.

A.D. 1904.

Any dispute as to the fact whether the order has been made or maintained without due cause or as to the fact of default where any such fact has not been determined by the court or Board of Agriculture and Fisheries or as to the fact of damage or as to the amount of compensation shall be determined in the manner provided by section 308 of the Public Health Act 1875 and that section shall accordingly apply and have effect as if the same were herein re-enacted and in terms made applicable to any such dispute as aforesaid.

**93.** Any person who shall frequent and use any street or public place in the city either on his own behalf or on behalf of any other person for the purpose of book-making betting or wagering or agreeing to bet or wager or paying or receiving or settling any bet or wager or receiving or paying any money as or in respect of any bet or wager shall be liable to a penalty not exceeding for the first offence five pounds and for the second offence ten pounds and for the third and every subsequent offence fifty pounds.

Street betting.

**94.** The Corporation may make payments or contributions out of the city rate for the remuneration and expenses of or incidental to the provision of music in buildings outside their public parks or recreation grounds but so that the addition to the city rate for that purpose combined with the purpose specified in section 24 of the Manchester Corporation (General Powers) Act 1902 do not together exceed one halfpenny in the pound.

Further provisions as to music.

**95.**—(1) The guardians of the Prestwich Union in computing the amount of the contributions to the common fund of the said union for the township of North Manchester shall take the total annual rateable value of the hereditaments in such township respectively from the poor rate last allowed by the magistrates including Government property and the value on which contributions are made to the poor rate. If for any reason the assessment committee think that the valuations appearing in the poor rate are not a fair criterion of the value of the hereditaments they may cause an independent valuation to be made and may appoint a

Provisions as to townships in Manchester.

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904. valuer for the purpose and charge the cost of the same to the said township or may inspect any of the books of assessment of any rates on any property and the valuation by which the assessment is made and may take copies thereof or extracts therefrom or if necessary may call before them the clerk or surveyor of the said overseers to give evidence respecting the same.

(2) The poor rate books for the township of North Manchester shall be open at reasonable times to the inspection of any guardian of the union and of any overseer of any parish within the union and of any ratepayer of the union without charge.

(3) If the overseer or overseers of any parish in the union shall have reason to think that such parish is aggrieved by the poor rate last allowed in the township of North Manchester sections 32 33 and 34 of the Union Assessment Committee Act 1862 shall apply for all purposes of appeal with this proviso that the rate last allowed in the township of North Manchester shall be considered and accepted as the valuation list in force for such purposes.

(4) All and singular the provisions of the Poor Law Amendment Act 1834 and of section 6 of the Manchester Overseers Act 1858 shall not after the passing of this Act apply to the townships of Manchester North Manchester and South Manchester so far as relates to the necessity for the overseers of the said townships respectively to procure the sanction of the Local Government Board to the appointment of any clerk surveyor collector or servant appointed by the said overseers or of the salaries paid to such officers.

Confirming  
lease of  
Whitworth  
Park.

**96.** The lease granted by the Manchester Whitworth Institute to the Corporation of certain freehold property in the city and known as "Whitworth's Children's Park" as set forth in the Eighth Schedule to this Act is hereby as from the time of the making thereof confirmed and made valid and effectual to all intents and purposes.

Provisions  
as to free  
libraries'  
reserve fund.

**97.** It shall be lawful for the Corporation to carry to a reserve fund any balance not expended by them in any year of the rate they are authorised to raise and do raise for public library purposes and to expend such reserve fund for public library purposes when and as the Corporation so determine.

Appropriation  
of lands.

**98.** The Corporation may appropriate and use for the purposes of a site for a public elementary school under the Education Act

1902 such lands belonging to the Corporation forming part of their Brookdale Park as the Corporation may determine: A.D. 1904.

Provided that the Corporation shall charge their education account with a reasonable sum by way of purchase money or rent for the said lands and shall carry that sum to the credit of the fund out of which the said lands were acquired.

**99.** Any penalty under this Act or under any byelaw or regulation made under this Act shall be recovered in manner provided by the Summary Jurisdiction Acts. Recovery of penalties.

**100.** Nothing in this Act affects prejudicially any right power privilege or exemption of the Crown. Crown rights.

## PART VI.

### FINANCE.

**101.**—(1) The Corporation may (in addition to the other sums which they are authorised to raise by this or any other Act) borrow and raise at interest on the credit of the city rate any sums of money not exceeding in the whole the sums following (that is to say):— Power to borrow.

- (A) For the purposes of this Act relating to the construction of the waterworks by this Act authorised the sum of one million and seventy-five thousand pounds:
- (B) For further expenditure in connection with the waterworks undertaking of the Corporation by the construction of the reservoirs numbered 4 and 5 and works in connection therewith authorised by the Manchester Corporation Waterworks and Improvement Act 1875 the sum of two hundred and twenty-five thousand pounds:
- (C) For the purposes of this Act relating to the new streets street widenings improvements and works in connection therewith the sum of one hundred thousand pounds:
- (D) For works of paving and sewerage within the city the sum of eighty-eight thousand pounds:
- (E) For the purpose of defraying any expenses under Part IV. (City Extension) of this Act which in the opinion of the Local Government Board are properly chargeable to capital such sums as the Corporation shall with the sanction of the Local Government Board determine.

[Ch. CCXXXV.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904.

(2) The enactments enumerated in Parts II. and III. of the Second Schedule to this Act to the extent indicated in that Schedule shall apply to all moneys to be borrowed by the Corporation under the authority of subsection (1) (A) and (B) of this section as if the same had been expressly repeated and re-enacted in this Act with reference to the further sums so authorised to be borrowed.

(3) The enactments enumerated in Parts I. and III. of the Second Schedule to this Act to the extent indicated in that Schedule shall apply to all moneys to be borrowed by the Corporation under the authority of subsection (1) (C) (D) and (E) of this section as if the same had been expressly repeated and re-enacted in this Act with reference to the further sums so authorised to be borrowed.

(4) The Corporation shall repay—

(A) All moneys borrowed for the purposes (A) in this section mentioned in any period not exceeding sixty years from the date of borrowing the same ;

(B) All moneys borrowed for the purposes (B) in this section mentioned in any period not exceeding sixty years from the date of borrowing the same ;

(C) All moneys borrowed for the purposes (C) in this section mentioned in any period not exceeding fifty years from the date of borrowing the same ;

(D) All moneys borrowed for the purposes (D) in this section mentioned in any period not exceeding forty years from the date of borrowing the same ;

(E) All moneys borrowed for the purpose (E) in this section mentioned in such period not exceeding sixty years from the date of borrowing as the Local Government Board may sanction :

Which respective periods shall be the prescribed periods for the purposes of section 45 of the Manchester Corporation Act 1891 being one of the enactments applied by subsections (2) and (3) of this section.

Railways to be rated at one-fourth only of net annual value thereof.

**102.** As to any addition to the city rate made by the Corporation or under any precept from or at the instance or by the direction of the Corporation for the purposes or any of the purposes other than the purpose (E) mentioned in the section of this Act the marginal note whereof is "Power to borrow" the owner or occupier of any land used only as a railway constructed under the



powers of any Act of Parliament for public conveyance shall be assessed in respect of the same in the proportion of one-fourth part only of the net annual value thereof as ascertained by the valuation list for the time being in force or if there be none by the rate for the relief of the poor made next before the making of such assessment. The Local Government Board may from time to time by order make such regulations as seem to the Board necessary or proper respecting the form of the rates notices and accounts to be made used and kept by the overseers of any parish situate wholly or partly in the city with respect to any addition made under the powers of this Act to any city rate and to any assessment in respect thereof and an order under this section shall be deemed to be an order within the meaning of section 98 of the Poor Law Amendment Act 1834.

A.D. 1904.

**103.** The provisions of section 75 of the Manchester Ship Canal Act 1891 section 43 of the Manchester Corporation Act 1891 section 15 of the Manchester Corporation (Ship Canal) Act 1893 section 30 of the Manchester Corporation Act 1894 section 24 of the Manchester Corporation Act 1896 section 43 of the Manchester Corporation Act 1897 section 46 of the Manchester Corporation Act 1901 section 29 of the Manchester Corporation (General Powers) Act 1902 and section 85 of the Manchester Corporation Act 1903 and the section of this Act of which the marginal note is "Railways to be rated at one-fourth only of net annual value thereof" shall extend and apply to the assessment of any land covered with water or used only as a canal or towing-path for the same.

Further provisions as to rating.

**104.** The accounts of the Corporation under this Act shall be audited in like manner and with the like incidents as the like accounts of the Corporation.

Accounts to be audited.

**105.—(1)** The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in regard to the exercise of any powers conferred upon them or the giving of any consents under this Act and the inspectors of the Local Government Board shall for the purposes of any such inquiries have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

Inquiries by Local Government Board.

**(2)** The Corporation shall pay to the Local Government Board any expenses incurred by that Board in relation to any inquiries referred to in this section including the expenses of any witnesses

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904. — summoned by the inspector holding the inquiry and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

Costs of Act. **106.** The costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act as taxed and ascertained by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation out of the city rate.

The SCHEDULES referred to in the foregoing Act. - A.D. 1904.

FIRST SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY ARE REQUIRED BY THE CORPORATION.

Area.	No. on deposited Plans.	Description of Property.
WATERWORKS.		
Urban district of Whitefield -	13	Yard and plantation Brickfield.
	15	Tramway and shed.
Urban district of Prestwich -	7	Nursery garden.
	8	Garden.
	14	Yard.
	18	Shrubbery and footpath.
	21	Yard and barn.
Urban district of Little Hulton -	23	Garden ground and greenhouses.
	24	Garden.
Urban district of Worsley -	18	Garden.
Borough of Eccles - - -	9	Field farm buildings occupation road and footpath.
	82	Bowling green and sheds.
Township of Davyhulme - -	27	Orchard.
	28	Garden.
Urban district of Withington -	80A	Garden.
Urban district of Levenshalme -	3	Gardens and greenhouses.

NEW ROADS STREET WIDENINGS AND IMPROVEMENTS.

City of Manchester - - -	2	Garden.
	3	Forecourt.
	4	Forecourt.
	5	Garden.
	6	Garden.
	7	Garden.
	8	Garden.
	9	Garden.
	11	Garden.
	12	Garden.
	13	Garden.
	14	Garden.

[Ch. CCXXXV.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904.

Area.	No. on deposited Plans.	Description of Property.
NEW ROADS STREET WIDENINGS AND IMPROVEMENTS-- <i>continued.</i>		
City of Manchester - - -	15	Garden.
	16	Garden.
	18	Garden.
	19	Garden.
	20	Garden.
	21	Garden.
	22	Garden.
	25	Garden and carriageway.
	26	Garden and carriageway.
	27	Garden and carriageway.
	28	Garden and carriageway.
	29	Garden and carriageway.
	30	Garden and carriageway.
	33	Garden.
	34	Garden.
	38 <sup>A</sup>	Yard.
	43	Plantation.
	44	Lawn
	47	Plantation.
	73	Factory yard.
	97	Stable and shed.
	152	Forecourt.
	153	Forecourt.
	154	Forecourt.
	155	Forecourt.
	156	Forecourt.
	157	Forecourt.
	158	Forecourt.
	159	Forecourt and area.
	161	Garden approach road and yard.
	165	Forecourt.
	166	Forecourt.
	167	Forecourt.
	168	Forecourt.
	169	Forecourt and passage.
	170	Forecourt.
	171	Forecourt.
	172	Forecourt.
	173	Forecourt.
	174	Land and advertising station.
	175	Yard shed and occupation road.
	176	Garden.
	177	Garden.
	178	Garden.
	179	Garden.
	180	Garden.

SECOND SCHEDULE.

A.D. 1904.

LOCAL ENACTMENTS MADE APPLICABLE TO THE BORROWING POWERS OF THE FOREGOING ACT.

Act.	Extent of Application.
<b>PART I.</b>	
7 & 8 Vict. c. xl. An Act for the Good Government and Police Regulation of the Borough of Manchester.	Section 16 (except the part thereof beginning "and in the event" and ending "at any one time" and except so much thereof as would enable the Corporation to borrow on the security of any property vested in or belonging to them or which may be acquired by them) and sections 17 18 and 23 to 27 and section 30 (as such sections or any of them are amended by Article VII. of the Manchester Order confirmed by 48 & 49 Vict. c. cvii. by Article VI. of the Manchester Order confirmed by 50 Vict. c. xvii. and by Article I. of the Manchester Order (3) confirmed by 56 & 57 Vict. c. cxxx.).
<b>PART II.</b>	
10 & 11 Vict. c. cciii. The Manchester Corporation Waterworks Act 1847.	Section 143 (except the part thereof beginning "and in the event" and ending "at any one time" and except so much thereof as would enable the Corporation to borrow on the security of any property vested in or belonging to them) and sections 144 145 and 150 to 154 (except so far as such sections or any of them relate to annuities) and 157.
<b>PART III.</b>	
35 & 36 Vict. c. xxxi. The Manchester Corporation Waterworks and Improvement Act 1872.	Sections 34 35 and 37 to 49 (as amended by Article VII. of the Manchester Order confirmed by 48 & 49 Vict. c. cvii by Articles III. IV. V. and IX. of the Manchester Order confirmed by 50 Vict. c. xvii. by the Manchester Corporation Act 1891 and by Article I. of the Manchester Order (3) confirmed by 56 & 57 Vict. c. cxxx.).
38 & 39 Vict. c. clxi. The Manchester Corporation Waterworks and Improvement Act 1875.	Sections 62 and 63 (as amended by Articles VII. and VIII. of the Manchester Order confirmed by 50 Vict. c. xvii.).
48 & 49 Vict. c. cvii. The Local Government Board's Provisional Orders Confirmation (No. 7) Act 1885.	Article VII. of the Manchester Order (as amended by Article I. of the Manchester Order (3) confirmed by 56 & 57 Vict. c. cxxx.).
50 Vict. c. xvii. The Local Government Board's Provisional Orders Confirmation (No. 11) Act 1886.	Articles III. to IX. of the Manchester Order.
54 & 55 Vict. c. ccvii. The Manchester Corporation Act 1891.	Sections 2 44 45 (except subsection (1) for which subsection (3) of the section of this Act with the marginal note "Power to borrow" is for the purpose of that section to be deemed substituted) and 47 to 54.

[Ch. CCXXXV.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904.

Act.	Extent of Application.
PART III.— <i>continued.</i>	
56 & 57 Vict. c. cxxx. The Local Government Board's Provisional Orders Confirmation (No. 12) Act 1893.	Article I. of the Manchester Order (3).
1 Edw. VII. c. exciii. The Manchester Corporation Act 1901.	Section 44 (as amended by section 86 of 3 Edw. VII. c. ccxiii.).
3 Edw. VII. c. ccxiii. The Manchester Corporation Act 1903.	Section 86.

THIRD SCHEDULE.

LOCAL ACTS.

Date.	Title.
7 & 8 Vict. c. xl.	An Act for the Good Government and Police Regulation of the Borough of Manchester.
7 & 8 Vict. c. xli.	An Act for the Improvement of the Town of Manchester.
8 & 9 Vict. c. cxli.	An Act to effect Improvements in the Borough of Manchester for the Purpose of Promoting the Health of the Inhabitants thereof.
9 & 10 Vict. c. ccxix.	The Manchester Market Act 1846.
10 Vict. c. xiv.	The Manchester Markets Act 1847.
10 & 11 Vict. c. cciii.	The Manchester Corporation Waterworks Act 1847.
11 & 12 Vict. c. ci.	The Manchester Corporation Waterworks Amendment Act 1848.
14 & 15 Vict. c. cxix.	The Manchester General Improvement Act 1851.
16 & 17 Vict. c. xci.	The Manchester New Streets Act 1853.
17 Vict. c. xxviii.	The Manchester Improvement Act 1854.
17 Vict. c. xxxviii.	The Manchester Corporation Waterworks Act 1854.
18 Vict. c. xlv.	The Manchester Improvement Act 1855.
20 & 21 Vict. c. cxvii.	The Manchester Burial Board Act 1857.
21 Vict. c. xxv.	The Manchester Improvement Act 1858.

[4 EDW. 7.] *Manchester Corporation (General Powers) Act, 1904.* [Ch. CCXXXV.]

A.D. 1904.

Date.	Title.
21 & 22 Vict. c. lxxxvii.	The Manchester Corporation Waterworks Act 1858.
23 Vict. c. xlvi.	The Manchester Improvement Act 1860.
23 Vict. c. xciii.	The Manchester Corporation Waterworks Act 1860.
26 & 27 Vict. c. lxxviii.	The Manchester Corporation Waterworks Act 1863.
28 Vict. c. xc.	The Manchester Improvement Act 1865.
28 & 29 Vict. c. cxlv.	The Manchester Corporation Waterworks Act 1865.
29 Vict. c. xxix.	The Manchester Town Hall and Improvement Act 1866.
30 Vict. c. xxxvi.	The Manchester Corporation Waterworks and Improvement Act 1867.
32 & 33 Vict. c. cxvii.	The Manchester Corporation Waterworks and Improvement Act 1869.
34 & 35 Vict. c. lxxv.	The Manchester Improvement Act 1871.
35 & 36 Vict. c. xxxi.	The Manchester Corporation Waterworks and Improvement Act 1872.
38 & 39 Vict. c. clxi.	The Manchester Corporation Waterworks and Improvement Act 1875.
38 & 39 Vict. c. clxvii.	The Manchester Corporation Tramways Order confirmed by the Tramways Orders Confirmation Act 1875.
40 & 41 Vict. c. cxxiv.	The Rusholme Tramways Order confirmed by the Tramways Orders Confirmation Act 1877.
41 & 42 Vict. c. cxli.	The Manchester Suburban Tramways Act 1878.
41 & 42 Vict. c. clxiii.	The Manchester Corporation and the Manchester Suburban Tramways Orders confirmed by the Tramways Orders Confirmation Act 1878 (No. 2).
41 & 42 Vict. c. ccxxxi.	The Newton Heath Tramways Order confirmed by the Tramways Orders Confirmation (No. 1) Act 1878.
42 Vict. c. xxxvi.	The Manchester Corporation Waterworks Act 1879.
42 & 43 Vict. c. cxc.	The Manchester Suburban Tramways Act 1879.
43 & 44 Vict. c. xxxvi.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (Abingdon &c.) Act 1880.
43 & 44 Vict. c. cxii.	The Manchester Carriage and Tramways Company Act 1880.
44 & 45 Vict. c. lxxvi.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (Halifax &c.) Act 1881.
44 & 45 Vict. c. cv.	The Manchester Corporation and the Rusholme Tramways Orders confirmed by the Tramways Orders Confirmation (No. 1) Act 1881.
45 & 46 Vict. c. cciii.	The Manchester Corporation Act 1882.
47 & 48 Vict. c. ccxv.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 8) Act 1884.
48 & 49 Vict. c. cvii.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 7) Act 1885.

[ Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 Edw. 7.]

A.D. 1904.

Date.	Title.
48 & 49 Vict. c. cxxvi.	The Manchester City Extension Act 1885.
49 Vict. c. xix.	The Local Government Board's Provisional Order Confirmation (Poor Law) Act 1886.
50 Vict. c. xvii.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 11) Act 1886.
50 Vict. Sess. 2. c. xxv.	The Manchester Corporation Act 1887.
51 & 52 Vict. c. cxxxiii.	The Local Government Board's Provisional Orders Confirmation (No. 8) Act 1888.
52 & 53 Vict. c. xl.	The Manchester Corporation Act 1889.
52 & 53 Vict. c. cxvii.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 16) Act 1889.
53 & 54 Vict. c. lxxxiii.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 4) Act 1890.
53 & 54 Vict. c. xciv.	The Manchester Order confirmed by the Local Government Board's Provisional Order Confirmation (Artisans and Labourers' Dwellings) Act 1890.
53 & 54 Vict. c. clxv.	The Saint Anne and Saint Mary Manchester (Union of Benefices) Act 1890.
53 & 54 Vict. c. cxcvii.	The Manchester Order confirmed by the Electric Lighting Orders Confirmation (No. 11) Act 1890.
53 & 54 Vict. c. ccxxxviii.	The Local Government Board's Provisional Order Confirmation (No. 16) Act 1890.
54 & 55 Vict. c. lix.	The Fire Brigade Superannuation (Manchester) Provisional Order Confirmation Act 1891.
54 & 55 Vict. c. lxxi.	The Mersey and Irwell Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 10) Act 1891.
54 & 55 Vict. c. cxx.	The Lancashire County (Lunatic Asylums and other Powers) Act 1891.
54 & 55 Vict. c. clxxxii.	The Manchester Ship Canal Act 1891.
54 & 55 Vict. c. ccvii.	The Manchester Corporation Act 1891.
55 & 56 Vict. c. cxii.	The Mersey and Irwell Joint Committee Act 1892.
56 Vict. c. xix.	The Manchester Corporation (Ship Canal) Act 1893.
56 Vict. c. xxvii.	The Manchester Corporation Act 1893.
56 & 57 Vict. c. cxxviii.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 7) Act 1893.
56 & 57 Vict. c. cxxx.	The Local Government Board's Provisional Orders Confirmation (No. 12) Act 1893.
56 & 57 Vict. c. cxliii.	The Manchester Corporation Tramways Order confirmed by the Tramways Orders Confirmation Act 1893.
57 & 58 Vict. c. ccix.	The Manchester Corporation Act 1894.
25 March 1896	The County Borough of Manchester Confirmation Order 1896.
59 & 60 Vict. c. lxiv.	The Manchester Corporation Act 1896.



[4 EDW. 7.] *Manchester Corporation (General Powers) Act, 1904.* [Ch. CCXXXV.]

A.D. 1904.

Date.	Title.
59 & 60 Vict. c. lxxxii.	The Manchester Order confirmed by the Electric Lighting Orders Confirmation (No. 1) Act 1896.
59 & 60 Vict. c. cx.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 18) Act 1896.
59 & 60 Vict. c. cxx.	The Manchester Corporation Tramways Order confirmed by the Tramways Orders Confirmation (No. 1) Act 1896.
60 & 61 Vict. c. cli.	The Manchester Corporation Tramways Order confirmed by the Tramways Orders Confirmation (No. 1) Act 1897.
60 & 61 Vict. c. ccxli.	The Manchester Corporation Act 1897.
61 & 62 Vict. c. lxxviii.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 5) Act 1898.
62 Vict. c. xxviii.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 1) Act 1899.
62 & 63 Vict. c. cxlvi.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 6) Act 1899.
62 & 63 Vict. c. clxxxviii.	The Manchester Corporation (General Powers) Act 1899.
62 & 63 Vict. c. ccliv.	The Manchester Corporation Tramways Act 1899.
63 & 64 Vict. c. liii.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 2) Act 1900.
63 & 64 Vict. c. cxxxviii.	The Lancashire Inebriates Acts Board Act 1900.
63 & 64 Vict. c. clxxv.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 5) Act 1900.
63 & 64 Vict. c. ccxci.	The Manchester Corporation Tramways Act 1900.
1 Edw. 7. c. clxx.	The Manchester Port Order confirmed by the Local Government Board's Provisional Orders Confirmation (Port) Act 1901.
1 Edw. 7. c. cxci.	The Manchester Corporation Act 1901.
2 Edw. 7. c. xli.	The Manchester Corporation Tramways Act 1902.
2 Edw. 7. c. lvi.	The Lancashire County (Lunatic Asylums) Act 1902.
2 Edw. 7. c. cxxxviii.	The Manchester Corporation (General Powers) Act 1902.
3 Edw. 7. c. lxxvii.	The Manchester Port Order 1903 confirmed by the Local Government Board's Provisional Orders Confirmation (No. 9) Act 1903.
3 Edw. 7. c. ccxiii.	The Manchester Corporation Act 1903.
4 Edw. 7. c. lxii.	The Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 1) Act 1904.
4 Edw. 7. c. lxxiv.	The Manchester Ship Canal (Finance) Act 1904.
4 Edw. 7. c. ccxi.	The Manchester Corporation Tramways Act 1904.

A.D. 1904.

FOURTH SCHEDULE.

AN AGREEMENT made the 26th day of April 1904 Between the Right Honourable ARTHUR GEORGE EARL OF WILTON (hereinafter called "the vendor") of the first part SIR FREDERIC JOHN WILLIAM JOHNSTONE of Westerhall in the county of Dumfries Baronet (to whom has been assigned the life estate of the vendor in the land and hereditaments hereinafter described) of the second part and the LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF MANCHESTER (hereinafter called "the purchasers") of the third part Whereby it is agreed as follows:—

1. The vendor with the consent hereby testified of the said Sir Frederic John William Johnstone agrees to sell and the purchasers agree to purchase the inheritance in fee simple in possession free from incumbrances of First all those pieces of land and hereditaments containing 69 acres and 6 perches or thereabouts situate in the township of Prestwich in the county of Lancaster bounded on the northerly side by other land of the vendor on the south-easterly side by and extending half way into an existing bridle road on the south-westerly side in an irregular line partly by the Prestwich glebe land and partly by land belonging to T. H. Townsend Esq. and on the north-westerly side in an irregular line partly by land of T. H. Townsend Esq. partly by land belonging to the Earl of Derby and partly by other land of the vendor which said pieces of land are delineated in the plan hereunto annexed and therein edged red And secondly all that strip of land 27 feet wide containing 3 roods and 22½ perches or thereabouts situate in the said township of Prestwich bounded on the north-westerly and south-easterly sides by other lands of the vendor which said strip of land is delineated in the said plan and therein coloured green Together with all the mines and minerals in and under the said pieces of land hereinbefore first described.

2. The said lands and hereditaments are sold subject to the tenancies set forth in the Schedule hereto as affecting parts thereof respectively and with the benefit of the rent and apportioned rent in such Schedule mentioned.

3. The price to be paid for the purchase of the said lands and hereditaments shall include compensation for all damage and injury (whether temporary or permanent) which may be done to any other lands and hereditaments of the vendor or which are subject to the same limitations as the lands and hereditaments hereby agreed to be sold or may be sustained by the vendor or the said Sir Frederic John William Johnstone or the persons interested in the Wilton estates on the determination of the life interest of the vendor therein by reason of the severance of the lands and hereditaments hereby agreed to be sold from any other lands and hereditaments of the vendor or subject to the aforesaid limitations or of the taking by the purchasers of the said lands and hereditaments or of the execution by them of any works authorised by any existing or future statute under or for the purposes for which the said lands and hereditaments are purchased or of the

exercise by them of any of their statutory rights and powers Except as herein expressly otherwise provided the said price shall also be in full satisfaction of all communications bridges culverts drains ways passages accommodation works and things whatsoever which might otherwise be required to be made or done under any existing or future Act of Parliament for the better enjoyment protection or accommodation of the vendor's adjoining or other property and also of all rights of pre-emption over surplus land and the assurance to the purchasers shall contain provisions to the effect aforesaid and also a release by the vendor and all other necessary persons to the purchasers of the vendor's right of pre-emption under the Lands Clauses Consolidation Act 1845 in the event of the said lands and hereditaments hereby agreed to be sold or any part thereof being hereafter sold by the purchasers as superfluous land.

A.D. 1904.

4. The price to be paid for the purchase of the said lands and hereditaments so provided in the last preceding clause and the sum to be allowed by the vendor for the site of the road between F and G on the said plan as hereinafter mentioned shall be referred to the arbitration of two indifferent persons one to be appointed by each party to this agreement of the first and third parts respectively or in the event of disagreement between the said arbitrators to an umpire to be agreed upon by the arbitrators before entering upon the arbitration or in default of such agreement to an umpire to be appointed by the Board of Trade and the award or determination which shall be made by the said arbitrators or umpire shall be final and binding upon all the parties hereto respectively and upon all parties interested in the said Wilton Estates and their respective heirs successors executors administrators and assigns so as such arbitrators shall make their award in writing within thirty days next after the reference to them or on or before any later day to which the said arbitrators by any writing signed by them shall enlarge the time for making their award and so as such umpire shall make his award in writing within twenty-one days next after the original or extended time appointed for making the award of the said arbitrators shall have expired or on or before any later day to which the umpire shall by any writing signed by him enlarge the time for making his award All and singular powers of arbitrators and umpire respectively under the Lands Clauses Acts are hereby declared to be vested and are hereby conferred upon the arbitrators and the umpire in the matter of the said arbitration and it is hereby declared and agreed that the umpire in the matter of the said arbitration shall sit and hear evidence in conjunction with the arbitrators and the award (if any) of such umpire shall be based upon such evidence although at the time it was taken the arbitrators may not have differed in opinion on the matters referred to them The vendor and the purchasers respectively and all persons claiming through them respectively shall be at liberty to attend the said arbitration by two counsel each and to submit witnesses to be examined by the said arbitrators or umpire upon oath or affirmation in relation to the said price but so as none of the said parties shall call more than four witnesses Provided always that the vendor shall if

A.D. 1904. necessary be at liberty to call Mr. Walter Egerton Walker and Mr. William Whinnerah to give evidence on any question of fact which may arise in relation to the matters under arbitration or to prove plans. And the said Sir Frederic John William Johnstone shall not be at liberty to attend the said arbitration by counsel or to call witnesses. And no other persons interested in the said Wilton Estates except the parties hereto of the first and second parts shall be entitled to attend the said arbitration.

5. The purchasers being well acquainted with the vendor's title (which the vendor declares is the same as that of Heaton Park recently sold by him to the purchasers) shall not be entitled to any abstract of such title or to investigate the same except in respect of deeds which may have been executed and events which may have happened since the 21st day of June 1902 the date of the conveyance of Heaton Park to the purchasers but (subject as aforesaid) shall accept the title of the vendor as tenant for life of the said hereditaments subject to the conveyance of such life interest to the said Sir Frederic John William Johnstone.

6. The costs charges and expenses as between solicitor and client as from the 13th October 1903 of the vendor the said Sir Frederic John William Johnstone and of the trustees of the Wilton Estates respectively of and incident to the negotiation for and completion of this agreement and of and incident to the said reference and award and of the carrying out of the same shall be paid by the purchasers.

7. The purchasers shall be under no obligation to continue the pipes in relation to the water supply to Bowker Bank Works after the expiration of the current lease dated the 12th day of August 1895 between the then Earl of Wilton and John F. Hill and Company Limited but the natural stream of water running from or through the land hereby agreed to be sold through Heaton Park shall not be interfered with and shall after the expiration of that lease continue and pass uninterruptedly into the River Irk by ordinary gravitation.

8. The vendor will give up and assign to the purchasers all the vendor's rights and interest in the existing bridle road between the points C and D on the said plan and in the portion of Corday Lane between the points E F and G on the said plan and the vendor hereby gives his consent to the said bridle road between the said points C and D and Corday Lane between the said points E F and G being stopped up and to the site of the said bridle-road between C and D and so much of Corday Lane as lies between the said points E and F in the said plan being vested in the purchasers their successors and assigns for ever and to the site of the said portion of Corday Lane between the points F and G in the said plan being vested in the vendor and his successors in title. Provided always that in respect of the benefit to be derived by the vendor and his successors by reason of the stopping up and vesting in him and them of the said portion of road between the said points F and G on the said plan there shall be deducted from the purchase money payable by the purchasers under this agreement an allowance or sum to be

determined and fixed by the arbitrators or umpire in the arbitration under this agreement. A.D. 1904.

9. In lieu of the said existing roads between the said points C and D and E F and G on the said plan the following roads shall be constructed by and at the expense of the purchasers (that is to say) (1) Along the line marked A A A A on the said plan (in this agreement referred to as "the A road") a good and sound road with a raised cindered footpath along one side thereof (namely along the westerly side between the junction of the A road with the bridle road and the junction of the A and B roads and along the north-westerly side between the junction of the A and B roads and the junction of Corday Lane with Long Lane) such road to be of the width including the footpath of at least 27 feet throughout its entire length and (2) along the line marked B B B on the said plan (in this agreement referred to as "the B road") a good and sound road with a raised cindered footpath along one side thereof namely the northerly side such road to be of the width including the footpath of at least 18 feet throughout its entire length. The vendor and all persons entitled to the adjoining property subject to the same limitations as the land agreed to be sold and their lessees and tenants and all persons authorised by them or any of them shall have free right and liberty to use the A and B roads for all purposes.

10. The A and B roads shall be properly made and metalled with good and sound materials and fit for carts waggons and carriages (the footpaths being cindered) and shall be properly fenced so as to protect the same from cattle on the adjoining lands by and at the expense of the purchasers.

11. The A and B roads respectively after their formation and completion as aforesaid until such roads respectively shall have been taken over as public highways by the local authority shall be kept and maintained in good repair by the vendor and his successors in title and his and their assigns or tenants or by the purchasers their successors and assigns or tenants in proportion to the frontage of their respective lands to such roads respectively.

12. It shall be lawful for the vendor and the said Sir Frederic John William Johnstone and for the person or persons from time to time entitled to the lands adjoining the A and B roads or either of them or any person or persons by them or any of them authorised in that behalf at any time to enter upon the A and B roads for the purpose of constructing laying down altering and repairing cleansing emptying or maintaining any sewers water-courses gutters drains water pipes or gas pipes in connection with or for the accommodation of any adjoining property doing as little damage as may be to the A and B roads restoring the surface thereof and making good any damage done without any unreasonable delay.

13. If at any time during the life of the vendor and afterwards within 21 years after his death the vendor or the said Sir Frederic John William Johnstone or the person or persons who after the death of the vendor shall become entitled to the property of which the vendor is tenant for life shall be desirous of increasing the width of the A road or any part of such road to

A.D. 1904. a width not exceeding 40 feet or of increasing the width of the B road or any part of such road to a width not exceeding 30 feet then the person or persons so desirous shall be at liberty so to do at his or their own expense except that the purchasers will provide without charge or compensation any land which may be then vested in them (being part of the lands hereby agreed to be sold or of any other lands belonging to them) and which may be necessary for the purpose of such widening and the vendor or his successors in title or assigns will simultaneously provide the land necessary for any such widening which shall belong to him or them Provided always that the purchasers in carrying out their intended waterworks upon the land hereby agreed to be sold shall as far as practicable have regard to the aforesaid provision and if in the opinion of the engineer for the time being of the Manchester Corporation Waterworks the land required from the purchasers for any such widening cannot be surrendered without injury or detriment to the works of the purchasers the same shall not be added to the road unless the correctness of such opinion be questioned by the vendor or his successors in title in which case the following provision shall have effect (namely) It shall be referred to an engineer to be nominated by the President for the time being of the Institute of Civil Engineers on the application of either party to decide on viewing the locus in quo and on hearing the explanations of one person on either side whether the said opinion is or is not correct and the decision of such engineer shall be binding on both parties and the land in question shall or shall not be added to the road in accordance with such decision Provided also that the costs and expenses of setting back or erecting fences and of levelling forming metalling and completing any such additional width of road and of reforming altering or adjusting the surface of the then existing road shall be wholly borne by the vendor his successors in title or assigns.

14. A mortgage in fee of the Wilton Estates was created by an indenture dated the 3rd December 1887 in exercise of the power contained in a deed of settlement dated the 4th August 1886 The mortgagee will join in the conveyance to the purchasers and release the property from the said mortgage.

15. If any error shall be found in the description or quantities hereinbefore stated of the lands hereby sold the same shall in default of agreement be rectified by the said arbitrators or umpire and it is hereby declared that the northerly boundary of the pieces of land first hereinbefore described is intended to be the fences on the northerly side of the B road or the outsides of the northerly slopes of that road where such slopes will project beyond the road after the same shall be constructed and so that the owner and occupier of the land adjoining such northerly boundary shall have free access to such road at all points along the same and free passage along such road and for the purposes of such access he and they shall be at liberty at all times and places to pass over and across the said slopes And it is hereby further declared that the north-westerly and south-easterly boundaries of the said strip of land hereinbefore secondly described are intended to be the edges of

the A road between the junction of Corday Lane with Long Lane and the junction of the A and B roads but the projecting slopes thereof where the road will be on an embankment or in a cutting (which slopes hatched red in the said plan the purchasers shall be authorised and empowered to utilise for the purposes of such embankments or cuttings as the case requires) shall remain the property of the vendor and his successors in title. Provided that the vendor for himself and his successors in title shall in the conveyance to the Corporation covenant with the Corporation their successors and assigns that he and they shall and will permit such slopes to continue for the support or protection of the said portion of the A road until the vendor or his successors or assigns shall erect and provide suitable retaining walls or other buildings alongside such road or any part or parts thereof. And it is hereby further declared that the plan hereunto annexed is only intended to indicate the approximate northerly boundary of the said land first described and the approximate boundaries of the said land secondly described and that such plan is subject to rectification by the said arbitrators or umpire as may be required.

A.D. 1904.

16. The conveyance to the purchasers shall be prepared by them at their own expense and the engrossment thereof shall be delivered at the office of the solicitors of the vendor at least 14 days before the day fixed for completion for execution by the vendor and other necessary parties and the draft of such conveyance shall be delivered at the office of Messrs. Grover Humphreys and Son for perusal and approval on behalf of the vendor and other necessary parties at least 28 days before the date fixed for completion. The said conveyance shall contain proper covenants on the respective parts of the parties hereto for giving effect to the provisions of these presents. The purchasers shall upon completion deliver to the vendor a properly stamped and executed duplicate of the conveyance.

17. None of the documents of title will be delivered to the purchasers other than counterparts of leases and agreements and other documents relating solely to parts of the lands and hereditaments hereby agreed to be sold. The said mortgagee will give an acknowledgment of the right of the purchasers to production of the documents of title relating to the inheritance and to delivery of copies thereof and the said Sir Frederic John William Johnstone will give an acknowledgment of the right of the purchasers to production of the documents of title relating to the dealings with the life estate and of such counterparts of leases and agreements as shall not be given up to the purchasers and to delivery of copies thereof and an undertaking for safe custody thereof but save as aforesaid the purchasers shall not be entitled to any acknowledgment undertaking or covenant with regard to any of the documents of title.

18. The purchase shall be completed at the expiration of four calendar months from the date of the award determining the price to be paid for the land hereby agreed to be sold. The said purchase money is to be paid to the

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904. — trustees of the compound settlement comprising an indenture of resettlement dated the 10th August 1858 and of the wills of the said Earl and Countess of Wilton and an indenture of settlement dated the 4th of August 1886 for the purpose of the Settled Land Acts 1882 to 1890 at the office No. 4 King's Bench Walk Temple London E.C. of Messrs. Grover Humphreys and Son the vendor's solicitors at which time and place the purchase is to be completed and the said trustees shall be parties to the conveyance The purchasers paying the purchase money are as from that day to be let into possession of the property or into receipt of the rents and profits thereof and up to that day all rents rates taxes and outgoings are (if necessary) to be apportioned and if from any cause whatever other than wilful default on the part of the vendor or the trustees or the mortgagee the completion of the purchase is delayed beyond the date hereby agreed for the completion of the purchase the purchase money shall bear interest at the rate of four pounds per cent. per annum from such date or from any earlier date on which the purchasers shall at their request be let into possession of the purchased land to the day of actual payment thereof.

19. This agreement is conditional on the sanction of Parliament by local Act being given to the purchasers to purchase the said lands and hereditaments and to execute the works herein provided for or referred to and to confirm the present agreement with such modifications (if any) as Parliament may make therein and authorising the vendor and the purchasers to carry the same into effect and if such sanction shall not be given within nine months after the date of this agreement or if Parliament shall make any material alteration in this agreement either the vendor or the purchasers shall be at liberty to rescind this agreement by notice in writing to be delivered to the solicitors of the purchasers or of the vendor as the case may be and in such case such agreement shall become null and void and except that in the event of such rescission (unless the same shall have been the result of any opposition or action in Parliament of the parties hereto of the first and second parts or of the said trustees or mortgagee or any of them) the purchasers shall pay the costs charges and expenses of the vendor and the said Sir Frederic John William Johnstone of and incident to the proposed sale and this agreement in accordance with the provisions hereinbefore contained in this behalf.

In witness whereof the persons parties hereto of the first and second parts have hereunto set their hands and seals and the purchasers have hereunto affixed their common seal the day and year first before written.



The SCHEDULE above referred to.

A.D. 1904.

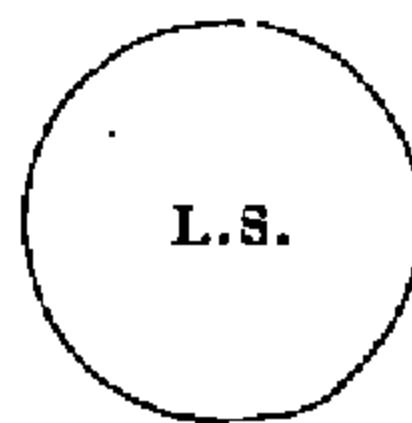
TENANCIES AFFECTING THE SAID LANDS AND HEREDITAMENTS.

Names of Occupiers.	Description and Situation of Premises occupied.	Nature of Tenancy.	Yearly Rent or apportioned Rent.
David Fleming -	Parrenthorn Farm Great Heaton.	Yearly - -	£55 4s. 6d.
Ogden Hilton -	Toodle Hill Farm Prestwich	Yearly - -	£93.

Signed sealed and delivered by the above-named Earl of Wilton in the presence of

E. HUMPHREYS  
Solr. Temple.

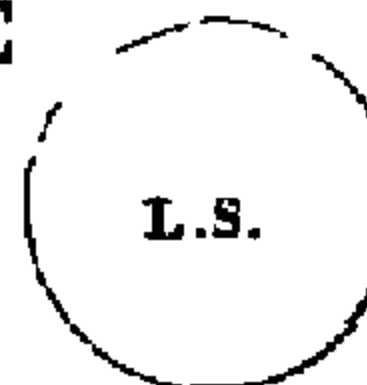
WILTON.



Signed sealed and delivered by the above-named Sir Frederic John William Johnstone by William Frederick Foster in the presence of

ISABELLA FAWCETT WESTERHALL  
Langholm Widow.

F. J. W. JOHNSTONE  
by  
WM. FRED. FOSTER  
his Attorney.



The common seal of the Corporation of the city of Manchester was hereunto affixed in pursuance of an order of the council of the said city in the presence of

T. T. SHANN  
Lord Mayor.  
THOMAS HUDSON  
Deputy Town Clerk.



49477

FIFTH SCHEDULE.

SPECIAL TERMS OF INCORPORATION AS TO WITHINGTON.

1. The council shall at their statutory meeting held in the month of November in every year exercise the powers conferred upon them under the Municipal Corporations Act 1882 section 22 subsection (2) by appointing out of their own body a committee to be called the "Withington Committee" such committee to consist of the aldermen assigned to and the councillors of the three Withington wards and of six other members of the council.

A.D. 1904.

The resolution of the council appointing such committee shall authorise such committee to exercise within the three Withington wards the powers of the council in relation to the following matters:—

- (1) The control and supervision of all matters appertaining to the execution of sanitary improvements in all existing and future dwellings bakehouses factories and workshops :
- (2) The approval of all plans of new buildings the inspection thereof and the enforcement of building byelaws or other regulations :
- (3) The water testing of all drainage work in old and new buildings :
- (4) The control of all private street improvement works the letting of contracts supervision of works and apportionment of the expenses amongst the frontagers :
- (5) The repair maintenance and improvement of the surfaces of all public highways :
- (6) The scavenging lighting naming of streets and numbering of houses :
- (7) The custody maintenance and improvement of all sewers vested in the local authority :
- (8) The regular removal and disposal of all domestic and trade refuse  
The provision of all works requisite for that purpose including the plant for making concrete flags.

The proceedings of the Withington Committee shall be submitted to the council for confirmation or otherwise in the same manner as the proceedings of other committees of the council.

The estimates of the Withington Committee shall be submitted to and be subject to the approval of the council in the same manner as those of other committees of the council and the approved estimates shall not be exceeded by the Withington Committee.

The Withington Committee shall have power to recommend six members to serve upon the education committee of the city of whom five shall be members of the council and the sixth shall be some person outside the council.

The obligation of the council hereunder to appoint the Withington Committee shall cease at the expiration of ten years from the commencement of Part IV. of this Act.

2.—(1) The Corporation shall not within the area comprised in the three Withington wards apply for powers to construct any tramways unless the same are as far as practicable sought to be laid as double lines along carriageways not less than thirty-two feet wide between the kerbs.

(2) The sewage outfall works at Chorlton-cum-Hardy shall not be used for the treatment of sewage from any district other than the three Withington wards and the urban district of Levenshulme as at present defined.

(3) The Corporation shall erect one free library and one swimming bath in the area comprised in the three Withington wards within the first five years from the commencement of Part IV. of this Act and shall also

erect a second free library and a second swimming bath in a different part of the said area within the second period of five years from the commencement of Part IV. of this Act.

A.D. 1904.

3. In the event of any revocation or amendment by the council of the existing byelaws of the Withington Council with respect to new streets and buildings the existing provision of such byelaws regulating the space between buildings shall not be altered so as to reduce such space from that at present required by such existing byelaws.

4. In addition to the provisions of the section of this Act the marginal note of which is "Compensation for officers" the following special provisions shall apply to officers of the Withington Council:—

Any officer to whom compensation shall have been awarded on the basis of an annuity or yearly payment shall be at any time prior to his death entitled to require the commutation by the Corporation of such annuity or yearly payment by the payment of a sum in gross the amount of such sum to be ascertained on the basis of Post Office Immediate Life Annuities:

Thomas Carleton Railton the present medical officer of health of the Withington Council shall be offered a position with the Corporation equal as regards emolument to that which he at present holds under the Withington Council and he shall have the option of accepting or refusing such position when the offer thereof is made to him:

Thomas William Berry director of education under the Withington Council shall receive an administrative position under the Corporation at such a salary and on such terms as shall recompense him for the loss of his office of director of education under the Withington Council.

---

## SIXTH SCHEDULE.

### SPECIAL TERMS OF INCORPORATION AS TO MOSS SIDE.

1. The Moss Side Council shall recommend four members to serve upon the education committee of the city for the year commencing ninth November one thousand nine hundred and four and thereafter the four members shall be appointed by the council from representatives of the Moss Side wards being members of the council. The four members to be recommended by the Moss Side Council as aforesaid shall be representatives of the Moss Side wards being members of the council.

2. The Corporation shall maintain the existing public free library in an effective condition.

3. The Corporation shall provide a swimming bath in the area comprised in the Moss Side wards upon the site already selected (and for sanction to

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

A.D. 1904. — which the council have already made application to the Local Government Board) within three years from the commencement of Part IV. of this Act.

4. In the event of any revocation or amendment by the council of the existing byelaws of the Moss Side Council with respect to new streets and buildings the existing provision of such byelaws regulating the space between buildings shall not be altered so as to reduce such space from that at present required by such existing byelaws.

5. In addition to the provisions of the section of this Act the marginal note of which is "Compensation for officers" the following special provisions shall apply to officers of the Moss Side Council:—

(A) For the purposes of this Act all persons permanently employed at the Moss Side Council offices shall be considered to be in the employ of the Moss Side Council:

(B) Any officer to whom compensation shall have been awarded on the basis of an annuity or yearly payment shall be at any time prior to his death entitled to require the commutation by the Corporation of such annuity or yearly payment by the payment of a sum in gross the amount of such sum to be ascertained on the basis of Post Office Immediate Life Annuities.

6. The Corporation shall not require the adoption of the pail closet system in the Moss Side wards and shall not require the alteration of any other existing system now obtaining in the Moss Side district into waterclosets except in case of nuisance.

7. The existing destructor shall not be used to consume refuse except from the Moss Side wards and districts on the south side thereof and such destructor shall not be enlarged.

8. The Corporation will maintain the roads now macadamised in Whalley Range with macadam only or other equally smooth and silent surface and the footpaths thereof with gravel to preserve the amenities and attractions as a residential quarter unless and until changes of a residential character or other sufficient cause render some other course in the opinion of the Corporation desirable.

9. The Corporation shall continue the day and evening schools now existing in the Moss Side district in an equal state of efficiency to that existing at the passing of this Act. The Corporation shall also retain all the teachers in positions similar to those at present held by them and at no less salaries.

10. The Corporation will make provision within the district of Moss Side or within half a mile from the southerly boundary of that district for additional elementary school accommodation for not less than five hundred children to be provided within two years of the commencement of Part IV. of this Act unless the Moss Side Council shall before that date have provided such additional accommodation.

11. The Corporation will not for a period of five years from the passing of this Act require any alteration to be made with regard to the existing sanitary arrangements in the Moss Side district except in case of nuisance.

12. The Corporation will maintain a branch fire station in Moss Lane East where a fire station is at present in course of erection and there shall always be kept there not less than one engine and one horse or motor escape.

A.D. 1904.

13. No special rate will be levied in the district of Moss Side to discharge any liability in respect of the cost of the provision of the Newall Green Hospital or of additional sewage farm land at Urmston.

14. The Corporation will maintain a service of trams with a scale of charges in accordance with the agreement entered into between the Corporation and the Moss Side Council dated the twenty-third day of April one thousand nine hundred and one.

15. The cost of gas and water in respect of houses in and the cemetery fees payable by inhabitants in the Moss Side wards shall not be greater than those from time to time payable in the existing city.

---

#### SEVENTH SCHEDULE.

---

THIS INDENTURE made the 14th day of December 1903 between the WARDEN AND FELLOWS OF THE COLLEGE OF CHRIST IN MANCHESTER founded by King Charles otherwise styled the dean and canons of Manchester (the patrons of the rectory of All Saints hereinafter mentioned and who are hereinafter referred to as "the dean and canons") of the first part the Reverend DAVID ELLISON clerk in holy orders rector of All Saints Church Chorlton-upon-Medlock in the city and diocese of Manchester (hereinafter called "the rector") of the second part GEORGE SHANKLAND of No. 330 Oxford Road Chorlton-upon-Medlock aforesaid traveller and GEORGE WILLIAM PRATT of No. 44 Stretford Road Hulme in the said city dentist (hereinafter called "the churchwardens") of the third part and the LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF MANCHESTER (hereinafter called "the Corporation") of the fourth part Supplemental to an agreement dated the twelfth day of November 1874 and made between GUSTAVUS MATTHEWS BURTON the then rector of All Saints Church aforesaid of the first part THOMAS GREIG and LOUISA SARAH GREIG his wife the then owners for a term of years (which has since expired) in her right of the advowson of all Saints Church aforesaid of the second part HENRY CARTMEL and JAMES NAYLOR the then churchwardens of the church and parish of All Saints aforesaid of the third part and the

A.D. 1904.

CORPORATION of the fourth part and also supplemental to an agreement dated the 18th day of May 1875 (endorsed on the said agreement of the 12th day of November 1874) and made between the DEAN and CANONS of the first part and the said GUSTAVUS MATTHEWS BURTON of the second part the said THOMAS GREIG and LOUISA SARAH GREIG of the third part the said HENRY CARTMEL and JAMES NAYLOR of the fourth part and the CORPORATION of the fifth part and also supplemental to an indenture dated the 30th day of September 1875 and made between the CORPORATION of the one part and the said GUSTAVUS MATTHEWS BURTON of the other part Witnesseth as follows:—

1. In consideration of the grant and covenants on the part of the Corporation hereinafter contained the dean and canons the rector and the churchwardens according to their several estates and interests but not further or otherwise and not so as to imply any warranty of title do and each of them doth hereby grant unto the Corporation and their successors First The right to construct and maintain an underground electric sub-station under and railings on the land in Oxford Street in the city of Manchester which is delineated in the plan drawn hereupon and therein edged blue (being part of the lands comprised in the hereinbefore mentioned agreements and indenture) and Secondly The right to construct and maintain two underground public sanitary conveniences under and railings and lamps upon the land in Oxford Street in the city of Manchester in the positions and manner indicated upon the said plan and therein edged red (being other parts of the land comprised in the hereinbefore-mentioned agreements and indenture) To hold the said rights unto the Corporation their successors and assigns for ever As to the said right to construct and maintain the said underground electric sub-station subject to and charged with the payment by the Corporation and their successors of the yearly rent of ten pounds which shall be considered to have commenced to be payable from the first day of January one thousand nine hundred and two And as to the said right to construct and maintain the said two public sanitary conveniences subject to and charged with the payment by the Corporation and their successors of the yearly rent of forty pounds which shall commence to be payable on the date upon which the Corporation shall take possession of the land edged red in the said plan for the purpose of the construction of the said sanitary conveniences on such land which said respective rents of ten pounds and forty pounds per annum the Corporation do hereby grant unto the rector and his successors rectors of the said All Saints Church and parish if and so long as the Corporation and their successors shall not be legally evicted from the respective rights hereinbefore granted or until the Corporation or their successors shall discontinue the use of the said lands for the purposes of the said underground electric sub-station or public sanitary conveniences or any or either of them as hereinafter mentioned each of such

rents to be payable by equal half-yearly payments on the 24th day of June and the 24th day of December in each year without any deduction (except income or property tax) and to be paid and payable to the rector for the time being of the said church for his own use as and for part of the endowment thereof the said rents during the subsistence of the rights hereby granted to be respectively charged upon the city rate of the city of Manchester.

2. It is hereby declared by the parties hereto of the first three parts that as respects the said lands edged blue and red in the said plan the provisions in the said agreement dated 18th day of May 1875 whereby it is declared that if any part of the land agreed to be taken by the Corporation under the said agreement of the 12th day of November 1874 for the purpose of being laid to the streets adjoining thereto should at any time thereafter be used for any other purpose than that of a public open street or part of a street the same should forthwith revert to the rector of All Saints and his successors shall henceforth be read and have effect as if to such purpose were added the purposes of the said electric sub-station and of the said public sanitary conveniences respectively.

3. No portion of the said electric sub-station except the railings and no portion of the said sanitary conveniences except the railings and lamps and the kerb carrying the railings shall project above the level of the adjoining pavement.

4. The Corporation hereby covenant with each of them the persons parties hereto of the first three parts and their respective successors that if and so long as the Corporation and their successors shall not be legally evicted from and shall continue in the possession and enjoyment of the rights hereinbefore granted the Corporation will pay in manner aforesaid to the rector and his successors rectors of the said All Saints Church and parish in respect of the said right to construct and maintain the said underground electric sub-station the said yearly rent of ten pounds and in respect of the said right to construct and maintain the said two public sanitary conveniences the said yearly rent of forty pounds.

5. Provided always and it is hereby agreed and declared between and by the parties hereto that if the Corporation or their successors shall at any time hereafter be legally evicted from the rights hereinbefore granted or any or either of them or if the Corporation or their successors shall discontinue the use of the said respective lands for the purposes of the said underground electric sub-station or the said underground public sanitary conveniences or any or either of them and (in either case) shall fill up and close the same and reinstate the said lands to the state in which they were before the said works were executed then and in such case and immediately thereupon the said yearly rents of ten pounds and forty pounds or either of them as the case may be shall cease to be payable and the liability of the Corporation and their successors and the charge hereinbefore contained in respect of such rents or either of them or under the aforesaid grant and covenant for payment or otherwise in respect thereof shall absolutely determine.

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 EDW. 7.]

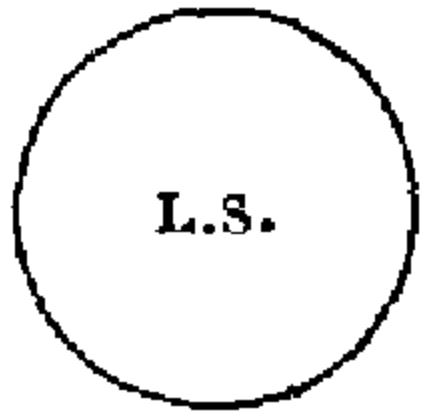
A.D. 1904.

6. It is hereby declared and agreed by and between the parties hereto that the parties hereto of the first three parts and their respective successors so far as the latter can lawfully be bound by these presents will at any time hereafter if so requested by the Corporation or their successors but at the cost of the Corporation concur in and support an application to Parliament by the Corporation for the confirmation of this Indenture and for any statutory provision which may be necessary for the purpose of making the same more effectually binding upon the parties hereto and their respective successors and on all other necessary parties (if any).

7. The costs of the parties hereto of the first three parts of and incidental to this agreement shall be borne and paid by the Corporation.

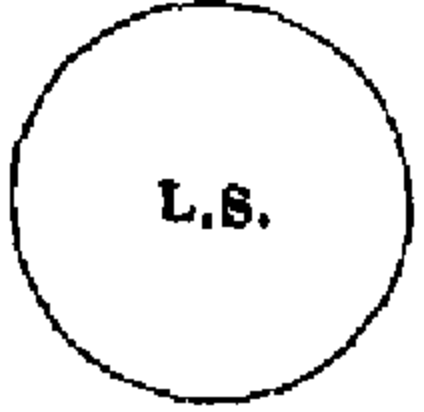
In witness whereof the said persons parties hereto of the second and third parts have hereunto set their hands and seals and the said dean and canons and the Corporation have hereunto affixed their respective common seals the day and year first before written.

Sealed by the dean  
and canons of  
Manchester in the  
presence of

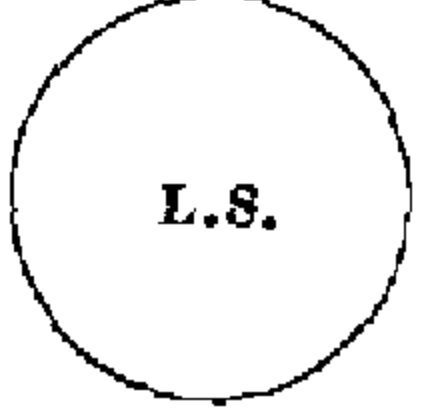
{	EDWARD C. MACLURE Dean.	}	Canons.	
	WILLIAM CRANE.			
	J. DAVENPORT KELLY			
	EDWARD LEE HICKS			
	JOSEPH JOHN SCOTT			

LEWIS A. ORFORD  
Chapter Clerk.

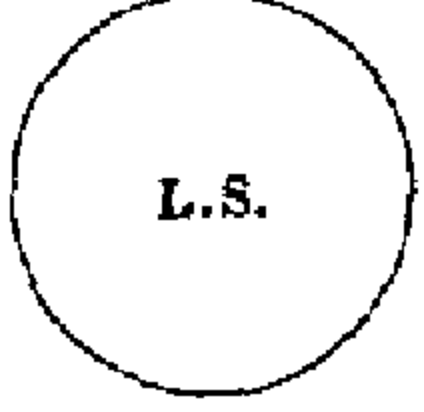
Signed sealed and delivered by  
the said David Ellison in the  
presence of

}	DAVID ELLISON.	
	LEWIS A. ORFORD Solicitor Manchester.	


Sealed signed and delivered by the  
said George Shankland in the  
presence of

}	GEORGE SHANKLAND.	
	LEWIS A. ORFORD.	

Signed sealed and delivered by the  
said George William Pratt in  
the presence of

}	GEORGE W. PRATT.	
	WM. E. YATES Clerk to Messrs. Orford & Sons Solicitors Manchester.	

The common seal of the Corporation of the city of  
Manchester was hereunto affixed in pursuance of an  
order of the council of the said city in the presence of

}	T. T. SHANN Lord Mayor.	
	WM. HENRY TALBOT Town Clerk.	



EIGHTH SCHEDULE.

A.D. 1904

THIS INDENTURE made the fourteenth day of July one thousand nine hundred and four between THE MANCHESTER WHITWORTH INSTITUTE acting by the council of the said institute (hereinafter called "the council") of the one part and the LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF MANCHESTER (hereinafter called "the Corporation") of the other part.

WHEREAS by an instrument declaring the trusts of the said institute to wit a Royal charter of incorporation bearing date the second day of October one thousand eight hundred and eighty-nine Dame Mary Louisa Whitworth Richard Copley Christie Robert Dukinfield Darbshire and other persons therein named were thereby constituted one body corporate and politic by the name and style of "The Manchester Whitworth Institute" with perpetual succession and a common seal and with power by that name to purchase take and hold to them and their successors lands tenements and hereditaments of any tenure notwithstanding the statutes of mortmain or any other statute to the contrary and the said charter was constituted a licence within the provisions of the Mortmain and Charitable Uses Act 1888 to all and every person or persons to assure in mortmain to the said body corporate all such lands tenements and hereditaments as aforesaid in perpetuity or otherwise and to the said body corporate to acquire such lands tenements and hereditaments in mortmain and to hold the said lands tenements and hereditaments in perpetuity or otherwise :

And whereas by the said Royal charter of incorporation it is provided that subject to the provisions of the charter and to any control or approval provided for in the statutes of the said institute and except where other provision is made by the statutes of the said institute the council by the said charter constituted shall have power to sell mortgage lease or otherwise dispose of all or any of the land buildings and the real or leasehold property of the said institute and to sell call in or convert into money the investments or other personal property of the said institute :

And whereas by the said charter it is further provided that the council may from time to time negotiate and conclude arrangements with the mayor aldermen and citizens of the city of Manchester for any such contributions as the said Corporation may be empowered and think fit to make in the nature of capital funds or of annual contribution towards the income and expenditure of the said institute :

And whereas no provisions are made by the said charter and the statutes of the said institute with respect to any control or approval of the exercise of the said powers of alienation :

And whereas it is one of the objects of the said institute as declared in the said charter to provide and maintain with or without the co-operation of

[Ch. ccxxxv.] *Manchester Corporation (General Powers) Act, 1904.* [4 Edw. 7.]

A.D. 1904. the mayor aldermen and citizens of the city of Manchester a woodland park and pleasure ground for the use of the public in connection with the said institute with power to revoke and annul such last-mentioned provision and maintenance as to part or parts or the whole of such park and to use such part or parts or the whole as landed estate for the production of income by leases or sales or otherwise :

And whereas by an indenture dated the twelfth day of July one thousand eight hundred and ninety and made between Dame Mary Louisa Whitworth Richard Copley Christie and Robert Dukinfield Darbshire of the one part and the Manchester Whitworth Institute of the other part several pieces of land together forming a certain plot of land situate in Chorlton-upon-Medlock Rusholme and Moss Side in and adjoining the said city of Manchester bounded on the north by Denmark Road on the south by Moss Lane East and Entwistle Street on the east by Oxford Road and on the west by Parker Street and Acomb Street together with the buildings thereon were conveyed unto the said institute their successors and assigns for the purposes of the general objects of the said institute including the provision and maintenance of a woodland park and pleasure ground as set out in the said charter and subject generally to the powers and provisions of the said charter and subject also as to a certain portion of the premises thereby conveyed (not forming part of the plot of land hereinafter mentioned) to a chief rent of twenty-one pounds and certain covenants and conditions therein referred to and subject also as to certain other portions of the premises thereby conveyed (forming part of the plot of land hereinafter mentioned) to an annual rentcharge in lieu of tithe of one pound eight shillings and threepence and to the observance and performance of the covenants and conditions on the parts of one Richard Entwistle and certain grantees respectively contained or mentioned or referred to in certain indentures dated the second day of November one thousand eight hundred and eighty-eight and the nineteenth day of November one thousand eight hundred and fifty-seven the former being made between the Reverend Henry Enfield Dowson of the first part Mary Elizabeth Alicia Potter of the second part and the said Richard Copley Christie Robert Dukinfield Darbshire Edward Donner Sir Joseph Cocksey Lee Baronet William Agnew and Harry Rawson of the third part and the latter being made between John Haworth of the first part James Ryder of the second part and Edward Lamb of the third part and subject also as to certain other portions of the premises thereby conveyed (also forming part of the plot of land hereinafter mentioned) to one of two chief rents of forty-six pounds eighteen shillings and twopence each created by a certain indenture dated the twenty-second day of January one thousand eight hundred and twenty-three and made between James Ackers and Dautesey Hulme of the first part George Ackers of the second part the said James Ackers of the third part Thomas Williams of the fourth part George Benjamin Mather of the fifth part Thomas Wilson of the sixth part and John Walker of the seventh part and to the covenants and conditions respectively contained in such last-mentioned indenture and in certain other indentures dated the tenth

day of December one thousand eight hundred and seventy-four the sixteenth day of August one thousand eight hundred and eighty-nine and the thirty-first day of December one thousand eight hundred and eighty-nine the first being made between Mary Ann Ladd William Boyle Coghlan and Jessie Percival of the one part and the Corporation of the other part the second being made between the Corporation of the one part and the said Robert Dukinfield Darbishire of the other part and the third being made between the said Dame Mary Louisa Whitworth Richard Copley Christie and Robert Dukinfield Darbishire of the first part the said Robert Dukinfield Darbishire of the second part and the school board for the district of the city of Manchester of the third part :

A.D. 1904.

And whereas the council in the supplementary paragraphs to their annual report to the governors of the said institute for the year one thousand nine hundred and two proposed that the council be authorised to treat with the Corporation for the gift to the Corporation to be a public park under their management of such part of the estate so conveyed to the said institute as aforesaid as is used for a park or pleasure ground and commonly called Whitworth Park by way of lease for one thousand years at a nominal acknowledgment of ten pounds a year subject to the payment of the said annual rentcharge in lieu of tithe of one pound eight shillings and threepence and the said chief rent of forty-six pounds eighteen shillings and twopence :

And whereas at the annual meeting of the said governors held on the sixth day of May one thousand nine hundred and three the said governors approved the said proposal of the council and authorised the council by deputation or otherwise to carry out the necessary arrangements with the Corporation including the affixing of the seal of the said institute to any requisite documents :

And whereas the Corporation have assented to the said proposal by resolution of the council of the Corporation :

Now this indenture witnesseth that in consideration of the rent hereinafter reserved and the covenants and agreements by the Corporation hereinafter contained the said institute (acting by the council as aforesaid) do hereby demise unto the Corporation and their assigns—

So much of the said plot of land comprised in the said indenture of the twelfth day of July one thousand eight hundred and ninety and known as "Whitworth's Children's Park" as is more particularly delineated on the plan hereunto annexed and thereon edged blue with the exception of the following portion (namely) A plot of land being the site of a meteorological observatory now occupied by the Owens College and which excepted portion is more particularly delineated on the said plan hereunto annexed and thereon coloured red with such rights of access thereto as are hereinafter more particularly mentioned :

To have and to hold the premises hereinbefore expressed to be hereby demised unto the Corporation and their assigns for the term of one

A.D. 1904.

thousand years from the twenty-ninth day of September one thousand nine hundred and four :

Yielding and paying during the said term the yearly rent of fifty-eight pounds six shillings and fivepence the said rent to be paid by equal half-yearly payments on the twenty-fourth day of June and the twenty-fifth day of December in every year clear of all deductions and the first payment of the said rent for a proportionate part of the first half year to be made on the twenty-fifth day of December one thousand nine hundred and four :

Provided always and it is hereby agreed and declared that unless and until the said institute (acting by the council as aforesaid) shall require payment of the whole of the said rent to them and give to the Corporation notice in writing requiring such payment the Corporation shall as and for the said yearly rent of fifty-eight pounds six shillings and fivepence pay the said annual rentcharge in lieu of tithe of one pound eight shillings and threepence and the said chief rent of forty-six pounds eighteen shillings and twopence to the persons respectively entitled to receive the same as and when the same become due respectively and the reduced yearly rent of ten pounds to the said institute at the times and upon the conditions hereinbefore provided for the payment of the said yearly rent of fifty-eight pounds six shillings and fivepence.

And the Corporation do hereby for themselves and their assigns covenant with the said institute their successors and assigns—

That the Corporation or their assigns will during the said term at the times and in manner hereinbefore appointed pay the said yearly rent hereinbefore reserved or as and for the same will pay the said annual rentcharge in lieu of tithe and the said chief rent and the said reduced yearly rent as hereinbefore provided clear of all deductions :

And also will pay and discharge all existing and future rates taxes duties assessments charges and outgoings of every description for the time being payable either by landlord or tenant in respect of or charged upon the said demised premises :

And also will at all times during the said term at their own expense without being thereunto required maintain the said demised premises as a woodland park and pleasure ground under the name of "Whitworth's Children's Park" for the use of the public and particularly as an open garden for the quiet resort of the public and especially of children and their free occupation of the same subject to the byelaws rules and regulations of the Corporation in force for the time being :

And also will at the like expense within two years from the commencement of the said term provide a suitable boundary fence between the said demised premises and the adjoining grounds of the said institute including convenient gates for passage between the said demised premises and the said institute grounds :

And also will at the like expense within five years from the commencement of the said term provide an independent gateway leading directly from Oxford Road into the said demised premises about opposite to York Place such gateway to be designed and erected in harmony with the principal gateway and entrance to the grounds of the said institute to be provided by the said institute as hereinafter mentioned :

And also will at all times during the said term at the like expense and without being thereunto required well and sufficiently repair maintain preserve and keep in good order and condition and properly planted the said demised premises together with all buildings erections fixtures gates hedges banks posts rails roads walks paths ways bridges drains lakes watercourses fountains fences inclosures and appurtenances for the time being upon or belonging to the said demised premises including the said boundary fence and gates and the said independent gateway from the time when the same shall have been provided respectively as hereinbefore mentioned :

And also will at all times during the said term at the like expense and without being thereunto required well and sufficiently keep and preserve all the flowers shrubs trees and other plants for the time being growing on the said demised premises and as often as the same or any of them shall die decay or be destroyed sow set and plant others in their places of as good or better sort and quality :

And also will during the said term at the like expense provide on the said demised premises suitable music on such summer Sunday afternoons and summer evenings as to the Corporation may seem fit :

And also will at all times during the said term allow convenient access to the said meteorological observatory from Oxford Road or Denmark Road at any hour of the day or night for the said institute and their assigns such access at times when the custodians of the said demised premises shall not be on duty to be at the risk of the said institute and their assigns :

And also will at all times during the said term keep the said institute their successors and assigns and the persons claiming under them effectually indemnified against all actions and proceedings costs damages expenses claims and demands whatsoever by reason or on account of the breach non-performance or non-observance of any covenants agreements and conditions to which the said demised premises may in any wise be subject except the covenants and conditions for securing the payment of chief or ground rents other than the said rents of one pound eight shillings and threepence and forty-six pounds eighteen shillings and twopence whilst the same are payable by the Corporation under these presents :

And also will not without the previous licence in writing of the said institute their successors or assigns assign underlet or part with the possession of the said demised premises or any part thereof :

A.D. 1904.

And also will at the expiration or sooner determination of the said term deliver up to the said institute their successors or assigns the said demised premises and all new fixtures and additions thereto in such good and sufficient repair and condition as aforesaid and in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained :

Provided always and it is hereby declared that if and whenever the said yearly rent or the said reduced yearly rent or the said annual rentcharge in lieu of tithe or the said chief rent or any of them or any part or parts thereof shall be in arrear for the space of one year next after the same shall become due respectively and the same shall have been legally demanded or if and whenever there shall be any breach or non-observance of any of the covenants on the part of the Corporation hereinbefore contained then and in any of the said cases it shall be lawful for the said institute their successors or assigns or any person or persons duly authorised by them in that behalf at any time thereafter into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in their former estate as if these presents had not been made without prejudice to any right of action or remedy of the said institute in respect of any antecedent breach of the covenants by the Corporation hereinbefore contained.

And the said institute (acting by the council as aforesaid) do hereby covenant for themselves their successors and assigns with the Corporation and their assigns—

That the said institute their successors or assigns will at their own expense within five years from the commencement of the said term provide and at all times during the remainder of the said term maintain a principal gateway and entrance in Oxford Road in front of the centre of the new façade intended to be hereafter added to the easterly end of the existing buildings of the said institute :

And also will during the said term at seasonable hours in the daytime allow free passage for the public along and over the broad road or walk from the gates of the said institute at the corner of Oxford Road and Denmark Road into the said demised premises :

And also will during the said term at seasonable hours in the daytime allow free passage for the public along and over the at present existing roads or walks between the said demised premises and the buildings of the said institute at the points marked A and B and C and D and E and F respectively on the said plan hereunto annexed until it shall appear to the said institute their successors or assigns more convenient for their own works to determine such privilege :

And also will at all times during the said term unless prevented by fire or other insuperable accident upon every reasonable request in writing by and at the cost of the Corporation or their assigns produce and show at such times in such places and to such person or persons

[4 EDW. 7.] *Manchester Corporation (General Powers) Act, 1904.* [Ch. CCXXXV.]

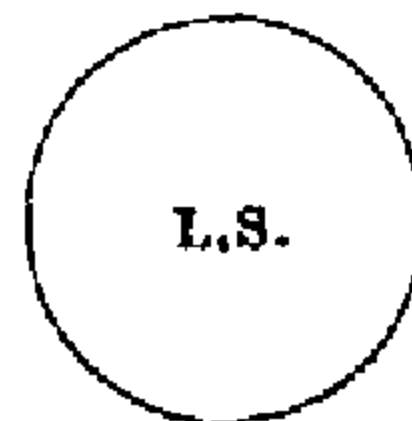
as they shall reasonably require the deeds relating to the said demised premises in the custody possession power or control of the said institute their successors or assigns and at the like cost make and furnish to the Corporation or their assigns such true copies attested or unattested of and such abstracts of and extracts from the said deeds as they may require:

A.D. 1904.

And also that the Corporation paying the rents and charges hereby reserved or made payable and observing and performing the covenants and conditions herein contained and on their part to be observed and performed shall and may peaceably and quietly possess and enjoy the said demised premises during the said term without any interruption from or by the said institute their successors or assigns or any person rightfully claiming from or under them.

In witness whereof the said institute and the Corporation have hereunto affixed their respective common seals the day and year first before written.

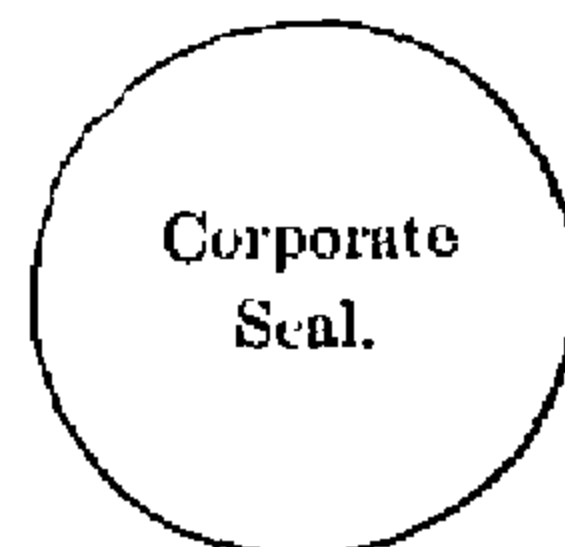
The common seal of the Manchester Whitworth Institute }  
was hereunto affixed in the presence of



J. D. MILNE  
Treasurer Whitworth Institute.

R. D. DARBISHIRE  
Secretary Whitworth Institute.

The common seal of the Corporation of the city of }  
Manchester was hereunto affixed in pursuance of an }  
order of the council of the said city in the presence of



T. THORNHILL SHANN  
Lord Mayor.

WM. HENRY TALBOT  
Town Clerk.

49978.

---

Printed by EYRE and SPOTTISWOODE,  
FOR  
T. DIGBY PIGOTT, Esq., C.B., the King's Printer of Acts of Parliament.

---

And to be purchased, either directly or through any Bookseller, from  
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or  
OLIVER AND BOYD, EDINBURGH; or  
E. PONSONBY, 116, GRAFTON STREET, DUBLIN.