



CHAPTER lv.

An Act to amend the provisions of the Manchester Corporation Act 1911 for the protection of the Cheshire Lines Committee and for other purposes. A.D. 1917.

[21st August 1917.]

WHEREAS by the Cheshire Lines Act 1867 the Cheshire Lines Committee (in this Act called "the Committee") were incorporated and all the powers authorities and rights by the Manchester Sheffield and Lincolnshire Railway (New Lines) Act 1866 vested in the Great Northern Railway Company the Manchester Sheffield and Lincolnshire Railway Company (now the Great Central Railway Company) and the Midland Railway Company are now exercised in their behalf by the Committee and the railway of the Committee has been extended and enlarged from time to time under the authority of Parliament:

And whereas the railway of the Committee extends from Liverpool to Godley Junction and to Manchester with branches therefrom and affords access to Manchester to the Manchester Docks and to Trafford Park from the systems of the Great Central the Midland and the Great Northern Railway Companies by means of a tunnel known as the Throstle Nest Tunnel in the urban district of Stretford:

And whereas by the Manchester Corporation Act 1911 (in this Act called "the Act of 1911") the lord mayor aldermen and citizens of the city of Manchester (in this Act called "the corporation") were authorised to construct certain main drainage works including the sewer described as Work No. 3 in section 33 (Main drainage works) of the Act of 1911:

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And whereas the sewer (Work No. 3) was laid out to pass under the Throstle Nest Tunnel of the railway of the Committee :

And whereas by section 43 (For protection of Cheshire Lines Committee) of the Act of 1911 provisions for the protection of the Committee were enacted which included inter alia the provision in subsection (3) that the sewers authorised by the Act of 1911 should be constructed under the railway and lands of the Committee in all respects as in case of difference should be determined by the referee named in the section and the provision in subsection (4) which conferred the right on the Committee to claim that before the corporation construct the sewer (Work No. 3) under the Throstle Nest Tunnel the necessity for opening out that tunnel at or near the point where the sewer (Work No. 3) would pass under it should be referred to the said referee and provided that in the event of the corporation desiring that the tunnel should be restored again after the completion of the sewer (Work No. 3) it should be so restored :

And whereas the Committee claimed that the Throstle Nest Tunnel should be opened out before the sewer (Work No. 3) was carried under it and the said referee upon such claim being referred to him by his award dated the twenty-third day of November one thousand nine hundred and fourteen determined that it is necessary that the Throstle Nest Tunnel should be opened out in the manner prescribed in his award and the corporation intimated their desire that it should be restored :

And whereas the corporation have proceeded with and completed the construction of the sewer (Work No. 3) up to and on both sides of the Throstle Nest Tunnel on the railway of the Committee and in the course thereof they have erected two brick chambers known as bell-mouths rising several feet above the level of the rails in the Throstle Nest Tunnel :

And whereas the Committee and the corporation have agreed that the works referred to in section 43 of the Act of 1911 should be carried out in accordance with the provisions contained in this Act and that that section should be modified accordingly and it is expedient that those provisions should be enacted :

And whereas an agreement has been entered into for the sale by the corporation to the Committee of the land in which

part of the sewer (Work No. 3) and part of the Throstle Nest Tunnel have been constructed and it is expedient that that agreement which is set forth in the First Schedule to this Act should be confirmed and carried into effect: A.D. 1917.

And whereas it is expedient that the portion of the said tunnel to be opened out should not be restored but should remain open:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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:—

1. This Act may be cited as the Cheshire Lines Act 1917. Short title.

2. In this Act—

Interpreta-
tion.

“The Committee” means the Cheshire Lines Committee;

“The corporation” means the lord mayor aldermen and citizens of the city of Manchester;

“The Act of 1911” means the Manchester Corporation Act 1911;

“The referee” means the referee appointed under section 43 (For protection of Cheshire Lines Committee) of the Act of 1911;

“The Throstle Nest Tunnel” means the tunnel on the railway of the Committee in the urban district of Stretford;

“The sewer (Work No. 3)” means the Work No. 3 authorised by section 33 (Main drainage works) of the Act of 1911;

“The signed plan” means the plan signed in duplicate on the twenty-first day of March one thousand nine hundred and seventeen by Joseph Bertram Lloyd Meek acting city engineer of the city of Manchester and by Alfred Percy Ross the engineer of the Committee one copy of which plan has been delivered to the town clerk of Manchester and the other copy to the secretary of the Committee.

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—
Amendment
of section 43
of Man-
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poration Act
1911.

3.—(1) Notwithstanding the provisions contained in section 43 (For protection of Cheshire Lines Committee) of the Act of 1911 the following provisions shall have effect (that is to say):—

(A) The sewer (Work No. 3) shall be forthwith executed at and adjoining the Throstle Nest Tunnel in the order and manner and subject to the provisions following (that is to say):—

(B) The portion of the Throstle Nest Tunnel beneath which the sewer (Work No. 3) is intended to be constructed shall forthwith be pulled down in accordance with the award of the referee dated the twenty-third day of November one thousand nine hundred and fourteen and an open cutting in accordance with the signed plan shall be formed in the place of the said portion of the tunnel so pulled down. Permanent face walls and wing walls shall be constructed at the two tunnel faces formed by the pulling down of such portion of the said tunnel. The materials forming the portion of the tunnel to be removed and the earth and materials above and at the sides of that portion as may be required to be removed to form the open cutting shall be removed from the site. The work of pulling down the said portion of the tunnel and the building of the said permanent face walls and wing walls and the execution of any other necessary works connected therewith shall be carried out under the supervision and direction of the engineer of the Committee and to his reasonable satisfaction by employees of the corporation and the Committee acting in combination. The cost of the work comprised in this subsection shall be apportioned between the corporation and the Committee in such manner as the corporation and the Committee may agree and in default of agreement as shall be determined by the referee but so that the corporation shall not be liable to pay a greater portion thereof than the corporation would have been liable to pay in respect of such work if the same had been carried out in accordance with the said award of the referee:

(c) The portion of the sewer (Work No. 3) already executed by the corporation on the east side of the Throstle

Nest Tunnel extending from the westerly termination of such work to a point distant eighty-one feet in an easterly direction from the centre line of the tunnel shall be taken down and removed by the corporation and shall be reconstructed by the corporation in accordance with the signed plan. The cost of the work of taking down and removal and reconstructing the work described and referred to in this subsection shall be borne by the Committee. Provided that credit shall be given for any additional cost which may be incurred in the course of the reconstruction for the purpose of improving the sewer over and above a mere reinstatement of the existing work:

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- (D) The portion of the sewer (Work No. 3) already constructed by the corporation adjacent to the west side of the Throstle Nest Tunnel and extending from the easterly termination of such work to a point distant twenty-nine feet nine inches in a westerly direction from the centre line of the tunnel shall be taken down and removed by the corporation and shall be reconstructed by the corporation in accordance with the signed plan. The cost of the work of taking down and removal and reconstruction of the work described in this subsection shall be borne by the Committee. Provided that credit shall be given for any additional cost which may be incurred in the course of the reconstruction for the purpose of improving the sewer over and above a mere reinstatement of the existing work:

- (E) The work of constructing the sewer (Work No. 3) under the existing railway of the Committee between the points "A" and "B" on the signed plan shall be carried out by the corporation under the provisions of the Act of 1911 and in accordance with the signed plan.

(2) Notwithstanding anything contained in subsection (4) of section 43 of the Act of 1911 and notwithstanding that the corporation have expressed their desire that the portion of the Throstle Nest Tunnel to be opened should be restored again after the completion of the sewer (Work No. 3) such portion

A.D. 1917. of the said tunnel shall not be so restored but shall at all times hereafter remain open and uncovered.

(3) In case any difference shall arise between the Committee and the corporation in regard to the matters referred to in this section or to the works proper to be constructed in accordance therewith or as to the apportionment of the costs of any of such works such difference shall be determined by the referee.

Confirming
agreement
with Man-
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4. The agreement dated the twenty-first day of March one thousand nine hundred and seventeen and made between the corporation of the one part and the Committee of the other part of which a copy is set forth in the First Schedule to this Act is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications if any as may be agreed between the corporation and the Committee in writing under their respective common seals and to the section of this Act of which the marginal note is "As to rights reserved for protection of Manchester Corporation's sewer."

As to rights
reserved for
protection of
Manchester
Corporation's
sewer.

5. Except so far as may be otherwise agreed in writing under seal between the corporation of the one part and the Committee or other the owner for the time being of the lands described in the agreement set forth in the First Schedule to this Act and thereby agreed to be sold by the corporation to the Committee of the other part the following provisions shall apply and have effect (that is to say):—

(1) In this section—

"The scheduled agreement" means the agreement set forth in the First Schedule to this Act;

"The said lands" means the lands referred to in the scheduled agreement and thereby agreed to be sold by the corporation to the Committee;

"The owner" means the Committee or other the owner for the time being of the said lands or of any part thereof;

"The plan" means the plan marked "A" signed in triplicate on the third day of July one thousand nine hundred and seventeen by Joseph Bertram Lloyd Meek acting city engineer of the city of Manchester and by Alfred Percy Ross the engineer of the Committee;

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“The land coloured red” means so much of the easterly portion of the said lands as lies within twenty-five feet on each side of the centre line of the sewer (Work No. 3) with proportionate increases corresponding to the increased width of such sewer where it expands to pass under the railway of the Committee and as is coloured red on the plan;

“The land coloured blue” means so much of the westerly portion of the said lands as lies within forty-one feet six inches on each side of the centre line of the sewer (Work No. 3) and as is coloured blue on the plan;

“The land coloured green” means the strip of land ten feet wide adjoining the northerly side of the land coloured blue and the land coloured red respectively and as is coloured green on the plan:

- (2) The corporation shall have and may exercise upon the land coloured red and the land coloured blue all rights reserved to them by the scheduled agreement of entering upon the said lands for the purpose of completing the construction of the sewer (Work No. 3) and of inspecting the condition of and re-constructing replacing enlarging re-laying maintaining cleansing and repairing the sewer (Work No. 3) and for the purposes aforesaid the corporation shall have the right to open up and excavate the land coloured red and the land coloured blue but always (so far as the sewer will be under or adjoin the railway of the Committee) in accordance with the Act of 1911 and under the reasonable direction of the engineer of the Committee and so as not in any way to obstruct or impede the railway or the traffic thereon;
- (3) The land coloured green shall at all times remain open and unbuilt upon and the corporation shall be entitled at all times to pass thereover with contractors surveyors agents workmen or servants horses vehicles machinery articles and implements for the purpose of access from and to Talbot Road to and from the land coloured red and the land coloured blue;
- (4) Except as provided by this section the right of entering reserved to the corporation by the scheduled agreement shall not apply to the said lands:

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(5) The owner shall be at liberty to build over the land coloured red subject to the following provisions:—

(A) The owner shall submit plans sections and specifications of the whole of the proposed building to the corporation for their reasonable approval and such building shall be erected only in accordance with plans sections and specifications so approved or in the case of difference settled by arbitration and the owner shall give to the corporation fourteen days' notice of the day upon which the owner will commence the erection of so much of the building as will be situate over the land coloured red and the foundations and supports thereof and the same shall be executed only under the superintendence of the corporation (if such superintendence be given) and in a manner reasonably approved by them;

(B) There shall be a clear headway of not less than eleven feet from the present surface of the ground to the lowest part of the building over the land coloured red and the part of the building situate over that land shall be supported entirely by means of walls or other structures situate outside the boundaries of that land;

(C) Any such building shall be similar in character to that of the present offices of the Stretford Urban District Council in the neighbourhood thereof;

(D) No building erected over the land coloured red shall consist of more than two storeys;

(E) No claim or proceeding shall be made or instituted by the owner or other person whether as owner lessee or occupier of the said lands or any building thereon upon or against the corporation by reason of any subsidence of or any injury to any such building or by reason of any nuisance which may at any time arise in any such building in consequence of the existence user repair reconstruction or cleansing of the sewer (Work No. 3):

(6) If any question shall arise between the corporation and the owner in regard to the matters referred to in this section or to the building or works proper to

be constructed in accordance therewith such difference shall be determined by arbitration under the provisions of the Arbitration Act 1889 the arbitrator (unless otherwise agreed) being a member of the Institution of Civil Engineers appointed by the President of that Institution on the application of either party.

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6. The agreement dated the third day of July one thousand nine hundred and seventeen and made between the urban district council of Stretford of the one part and the Committee of the other part of which a copy is set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications if any as may be agreed between the said council and the Committee in writing under their respective common seals Provided that nothing contained in that agreement or in this section or in any agreement made thereunder shall affect or interfere with the rights or interests of the corporation under the agreement set forth in the First Schedule to this Act as modified by the section of this Act of which the marginal note is "As to rights reserved for protection of Manchester Corporation's sewer" or under that section.

Confirming
agreement
with Stret-
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District
Council.

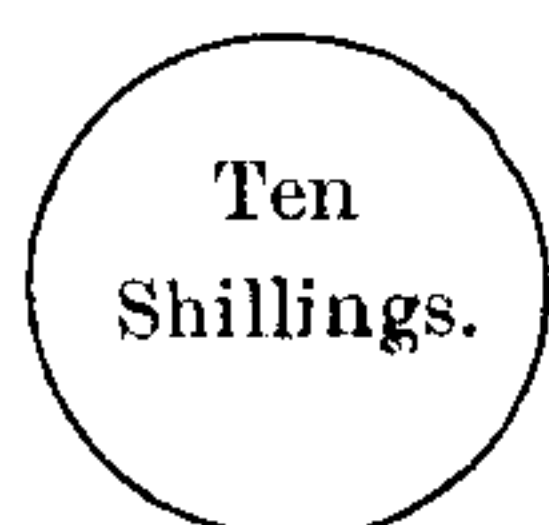
7. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Committee.

Costs of Act.

A.D. 1917. The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Stamp.



AN AGREEMENT made the twenty-first day of March one thousand nine hundred and seventeen between the LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF MANCHESTER (hereinafter referred to as "the corporation") of the one part and the CHESHIRE LINES COMMITTEE (hereinafter referred to as "the Committee") of the other part.

WHEREAS by the Manchester Corporation Act 1911 (hereinafter referred to as "the special Act") and the Acts and portions of Acts incorporated therewith the corporation were empowered to make and maintain (inter alia) a certain sewer in the township of Stretford in the county of Lancaster in the special Act described as Work No. 3 with all necessary and proper works junctions connections sewers drains and conveniences therewith which sewer was intended to pass under the railway of the Committee and by section 43 subsection (3) of the special Act it was provided that the said sewer should be constructed and maintained under the railway of the Committee in all respects in such manner as should be agreed between the corporation and the Committee or in case of difference as should be determined by the referee named in or to be appointed under and by virtue of subsection (1) thereof:

And whereas part of the sewer in the special Act described as Work No. 3 will pass under the Throstle Nest Tunnel of the Committee but before the sewer works can be constructed the said tunnel is to be opened out as provided in subsection (4) of section 43 of the special Act and the section of the tunnel so to be opened out has been determined by the said referee:

And whereas by subsection (7) of the said section the Committee are empowered to lay down and construct any railway or railway sidings over or upon the sewers of the corporation when constructed:

And whereas the corporation have agreed to sell to the Committee the land hereinafter described upon the terms hereinafter appearing:

And whereas the Committee have deposited a Bill in Parliament for the purpose (inter alia) of obtaining confirmation of this agreement:

Now therefore it is hereby agreed as follows:—

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1. The corporation will sell and the Committee will purchase for the sum of one thousand two hundred and fifty pounds the leasehold interest of the corporation of and in all that plot of land situate at Stretford aforesaid containing four thousand eight hundred and sixty-eight square yards or thereabouts and which as to form extent and boundaries thereof is more particularly delineated and described on the plan annexed hereto and thereon edged red.

2. The said plot of land is held by the corporation and will be sold to the Committee for the residue of a term of nine hundred and ninety-nine years created by an indenture of lease made the seventh day of September one thousand eight hundred and ninety-three between Sir Humphrey Francis de Trafford of the one part and the Reverend Henry Leathley of the other part subject to the yearly rent or sum of twenty-nine pounds six shillings and sevenpence (being an apportioned part of the yearly rent of fifty-five pounds seven shillings reserved by the said indenture of lease of the seventh day of September one thousand eight hundred and ninety-three) and to the lessees covenants and the conditions and stipulations in such last-mentioned indenture contained (save in so far as such covenants conditions and stipulations have been altered or modified by an indenture made the thirtieth day of December one thousand nine hundred and five between the Right Honourable Mary Annette de Trafford Charles Edmund de Trafford and the Right Honourable Charles Bertram Baron Bellew of the one part and Hugh Arthur Birley Thomas Carver Richard Haigh Brown William Stones John Dewhirst Milne Ralph Hall Robert Montgomery and George William Fox of the other part) so far only as the same relate to the said plot of land and ought henceforth to be observed and performed And also subject to the agreements and provisions contained in an indenture made the nineteenth day of December one thousand nine hundred and thirteen between Hugh Arthur Birley Richard Haigh Brown William Stones Ralph Hall and George William Fox of the one part and the corporation of the other part And also subject as to so much of the said plot of land as is affected thereby to the right and privilege of making and for ever maintaining and using a tunnel with a railway thereon in through and under the same granted to the Midland Railway Company their successors and assigns by an indenture made the twenty-fourth day of October one thousand eight hundred and eighty-two between Sir Humphrey de Trafford of the one part and the said company of the other part and to all rights of the said company in or under the said portion whether by virtue of the same indenture or otherwise howsoever The said plot of land is also sold subject to the exceptions and reservations contained in the schedule hereto and also to an agreement as to lights dated the fourth day of December one thousand nine hundred and six between Hugh Arthur Birley Ralph Hall Thomas Carver Richard Haigh Brown

A.D. 1917. William Stones John Dewhirst Milne Robert Montgomery and George William Fox of the one part and the urban district council of Stretford of the other part.

3. The Committee shall and will in the conveyance to them of the said plot of land covenant with the corporation to pay the said yearly rent or sum of twenty-nine pounds six shillings and sevenpence during the residue of the said term of nine hundred and ninety-nine years and to keep the corporation indemnified against the non-payment of such rent and also to keep the corporation indemnified from and against all actions proceedings costs damages claims and demands whatsoever in respect of the non-performance and non-observance of the said lessees covenants conditions and stipulations as so altered or modified as aforesaid and so far as the same are still subsisting and ought henceforth to be observed and performed by the Committee in respect of the said plot of land and also against the non-performance and non-observance of the agreements and provisions in the said indenture of the nineteenth day of December one thousand nine hundred and thirteen and the said agreement of the fourth day of December one thousand nine hundred and six.

4. The Committee will save harmless and keep the corporation indemnified against any claims demands actions or proceedings which may be made or instituted against them by the urban district council of Stretford for or in respect of the said land or the subject matter of this agreement.

5. The Committee will schedule this agreement to their said Bill and will use their best endeavours to obtain the confirmation of this agreement by Parliament during the present session and this agreement is conditional upon such sanction being obtained.

6. This agreement is subject to such alterations as Parliament may think fit to make therein but if they make any material alteration in it it shall be competent to either party thereto to withdraw the same.

In witness whereof the corporation and the Committee have caused their respective common seals to be hereunto affixed the day and year first before written.

The SCHEDULE hereinbefore referred to.

Except and reserving unto the corporation the main sewer and works of the corporation now constructed or in course of construction and to be constructed in or under the said plot of land under the special Act as amended by the intended Act for which the Committee are now making application to Parliament which shall at all times during the residue of the said term of nine hundred and ninety-nine years remain the property of the corporation and shall be allowed to

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remain in its authorised position and shall not be interfered with in any way by the Committee And also the right of using the said sewer for the passage of sewage and waste and storm water And also the right at all times during the residue of the said term with contractors surveyors agents workmen or servants horses vehicles machinery articles and implements of entering upon the said plot of land and the railway of the Committee for the purpose of completing the construction of the said sewer in accordance with the special Act as amended by the said intended Act and also for the purpose of inspecting the condition of and reconstructing replacing enlarging relaying maintaining cleansing and repairing the said sewer but always (so far as the sewer will be under or adjoin the railway of the Committee) in accordance with the special Act and under the reasonable direction of the engineer of the Committee and so as not in any way to obstruct or impede the railway or the traffic thereon And subject also to full absolute and complete right to support of and for the said sewer and works from the land or ground under and adjacent to the said sewer and works.

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

DANIEL McCABE Deputy Mayor.
THOMAS HUDSON Town Clerk.

L.S.

The common seal of the Cheshire Lines Committee was hereunto affixed in the presence of

GLEGGE THOMAS Secretary.

L.S.

THE SECOND SCHEDULE.

THIS AGREEMENT made the third day of July one thousand nine hundred and seventeen between the CHESHIRE LINES COMMITTEE (incorporated under the Cheshire Lines Act 1867) (hereinafter called "the Committee" which expression shall include their successors and assigns) of the one part and the URBAN DISTRICT COUNCIL OF STRETFORD in the county of Lancaster (hereinafter called "the council" which expression shall include its successors and assigns) of the other part.

Stamps.

Eight
Pounds.

WHEREAS the Committee with a view to the future widening of their line have recently agreed with the corporation of the city of Manchester

A.D. 1917. (hereinafter called "the corporation") to purchase from the corporation a plot of leasehold land fronting to Talbot Road in the district of Stretford containing four thousand eight hundred and sixty-eight square yards or thereabouts which plot of land is more particularly delineated in the plan No. 6080 and signed Harry Blundell and dated 14th December 1916 hereunto attached :

And whereas in the course of constructing certain sewers and works (being Sewer Work No. 3) authorised by the Manchester Corporation Act 1911 (hereinafter referred to as "the special Act") and passing under the railways of the Committee it will be necessary to open a section of the tunnel belonging to the Committee known as Throstle Nest Tunnel under part of the said land and the Committee and the corporation have agreed upon the execution of certain works indicated on detailed plans and drawings :

And whereas for the purpose of preserving the amenities of their public offices and of securing to themselves facilities for the extension thereof and for other purposes the council are desirous of purchasing a certain part and of acquiring rights of user over other part of the said land agreed to be sold to the Committee by the corporation as aforesaid :

And whereas it is intended to obtain confirmation by Parliament of this agreement :

Now it is hereby agreed and declared by and between the said parties hereto as follows (that is to say) :—

1. The Committee shall sell and the council shall purchase for the sum of £250 the plot of land forming part of the land which the Committee has agreed to purchase from the corporation as aforesaid being bounded on the westerly side by the remainder of the land so to be purchased by the Committee on the south-easterly side by the Manchester South Junction and Altrincham Railway on the north-easterly side by lands and premises belonging to the council on the south-westerly side by lands belonging to the Royal Schools for the Deaf and Dumb and containing 3,049 square yards or thereabouts (which plot of land is part of the land containing 4,868 square yards or thereabouts by an indenture of assignment dated 19th December 1913 and made between the trustees of the Royal Schools for the Deaf and Dumb of the one part and the corporation of the other part assigned to the corporation for the unexpired residue of the term of 999 years except the last day thereof (created by an indenture of lease dated the 7th day of September 1893 and made between Sir Humphrey Francis de Trafford of the one part and the Reverend Henry Leathley of the other part) at the yearly rent of £29 6s. 7d. being an apportioned part of the yearly rent of £55 7s. 0d. reserved by the said indenture of lease and subject to the lessees covenants and conditions

therein contained) as the same is more particularly delineated on the said plan No. 6080 and thereon edged green. A.D. 1917.

2. The sale shall be carried into effect by means of an indenture of sub-demise to the council for the unexpired residue of the said term of 999 years created by the said indenture of lease of the 7th September 1893 except the last day thereof subject to an apportioned part of the said yearly rent of £29 6s. 7d. and to the lessees covenants conditions and stipulations in the said indenture contained (save in so far as such covenants conditions and stipulations have been altered or modified by an indenture made the 30th day of December 1905 between the Right Honourable Mary Annette de Trafford Charles Edmund de Trafford and the Right Honourable Charles Bertram Baron Bellew of the one part and Hugh Arthur Birley Thomas Carver Richard Haig Brown William Stones John Dewhirst Milne Ralph Hall Robert Montgomery and George William Fox of the other part) so far only as the same relate to the said plot of land hereby agreed to be sold to the council and ought henceforth to be observed and performed And also subject to the agreements and provisions contained in an indenture made the 19th day of December 1913 between Hugh Arthur Birley Richard Haig Brown William Stones Ralph Hall and George William Fox of the one part and the corporation of the other part And also subject as to so much of the said plot of land as is affected thereby to the right and privilege of making and for ever maintaining and using a tunnel with a railway thereon in through and under the same granted to the Midland Railway Company their successors and assigns by an indenture made the 24th day of October 1882 between Sir Humphrey de Trafford of the one part and the said company of the other part and to all rights of the said company in or under the said portion whether by virtue of the same indenture or otherwise howsoever The said plot of land is also sold subject to the exceptions and restrictions contained in the schedule to an agreement dated the 21st day of March 1917 and made between the corporation of the one part and the Committee of the other part but with the benefit of the covenants and conditions herein contained and also to an agreement as to lights dated the 4th day of December 1906 between Hugh Arthur Birley Ralph Hall Thomas Carver Richard Haig Brown William Stones John Dewhirst Milne Robert Montgomery and George William Fox of the one part and the council of the other part The said sub-demise to the council shall be completed by all necessary parties within one month from the date of the conveyance by the corporation to the Committee and shall confer on the council for the unexpired residue of the term of years created by the said indenture of lease full free and unrestricted right and liberty for all the members servants agents licencees and visitors of the council with or without horses and vehicles to pass and repass over the plot of land at the north end of the opening

A.D. 1917. of the said tunnel and edged blue on the said plan No. 6080 and also full and free right and liberty to erect and maintain thereon boundary walls steps porches and erections of the like character and to lay construct repair and maintain such drains service pipes and electric cables as the council may from time to time think proper and also to lay out such land or any part thereof as pavement garden or plantation Provided that subject to clause 3 hereof the Committee shall be at liberty after reasonable notice to the council to enter upon the said land edged blue for the purpose of the inspection or repair of the tunnel passing underneath the said land and the Committee shall make good to the council any loss or damage caused by such entry inspection or repair In apportioning the said rent of £29 6s. 7d. for the purpose of this clause the land to be purchased by the Committee from the corporation as above mentioned shall be considered as extending along the entire frontage to Talbot Road up to the centre line of Talbot Road and the said rent shall be apportioned rateably according to area between the said plot of land edged green and the rest of the land to be purchased by the Committee from the corporation extended as aforesaid to the centre line of Talbot Road.

3. The indenture of sub-demise to be executed under the preceding clause shall also subject to the covenants conditions and stipulations specified therein and so far as the Committee are able to grant the same confer on the council full and free right and liberty at any time or times during the unexpired residue of the term of years created by the said indenture of lease to erect upon so much of the said land edged blue as is hatched in black on the said plan No. 6080 such erections and buildings as the council may think proper and throughout the said term to maintain and from time to time rebuild alter or remove such erections and buildings or any of them subject nevertheless to the reasonable supervision of the Committee's engineer and the Committee will at their own cost at the request of the council use their best endeavours to obtain a release of such covenants conditions and stipulations specified in the said indenture of lease as may be necessary to give full effect to the provisions of this clause The said right and liberty to build shall not be exercised by the council until the expiration of four years from the date of this agreement or until the completion of the construction of so much of the tunnel as shall be constructed underneath the said land hatched black whichever event is the earlier.

4. The Committee at their own cost in all respects and to the reasonable satisfaction of the council's surveyor shall widen by additions of equal width on each side the viaduct carrying Chester Road over their railways to a clear road width of 66 feet as defined by the said plan No. 6080 and by the plan signed by the council's surveyor and dated 20th June 1916 This work shall be undertaken

so far as is practicable contemporaneously with the widening of the adjacent portion of the said road by the council and not earlier than one year after the conclusion of the present war On the completion of the widening of the said viaduct the council shall pay to the Committee the sum of £2,000. A.D. 1917.

5. The Committee shall if and when they widen their main line in the district of Stretford also widen the bridges carrying their railways over Barton Road Park Road and Moss Road respectively within the said district and the road approaches to the said bridges to the dimensions shown in red on the said plan dated 20th June 1916 which works are indicated thereon by letters D E and F and the land thereby added to the said roads shall thereafter be maintained by the council as part of the public highways On completion of the said works the council shall pay to the Committee the sum of £1,000.

6. The Committee shall in consideration of the sum of £150 to be paid to the Committee by the council sell to the council as and when required free from incumbrances all the right title and interest of the Committee to and in the strips of land lettered respectively A B C and G and coloured red on the said plan dated 20th June 1916 and containing approximately a total of 850 square yards and the said land shall thereafter be maintained by the council as part of the adjacent public highways and the council shall bear the expense of the reinstatement of all boundary walls fences entrance gates and all necessary alterations to buildings or gardens incident to and in connection with their contemplated street improvements except so far as such reinstatement may form part of or be incidental to the widening of the viaduct carrying Chester Road over the Committee's railways.

7. The Committee shall on the confirmation of this agreement by Parliament pay to the council the sum of £3,000 for loss of amenities to the said land purchased by the council and to their lands and premises adjacent thereto and in consideration of such sum and of the works hereby agreed to be performed by the Committee the council (i) consent to the widening of the railways of the Committee (ii) agree that so much of the said Throstle Nest Tunnel as may hereafter be opened out shall at all times hereafter remain open as shown by the said plan No. 6080 (iii) so far as they lawfully can will grant to the Committee in perpetuity an easement under such portion of Talbot Road and Boyer Street as is vested in the council for the purpose of widening the railways of the Committee and constructing maintaining and using the tunnel to be constructed thereunder.

8. Contemporaneously with the opening out of the said tunnel the Committee shall to the reasonable satisfaction of the surveyor of the council build and thereafter maintain in good repair and condition an ornamental wall of red stock brick with stone copings around such

A.D. 1917. opening of the description and measurements shown on plan No. 5975 and signed and dated Harry Blundell 29/5/16.

9. The Committee shall so far as they are able and when required by the council permit and facilitate in every respect the widening of the bridge and approaches in Kings Road as shown and lettered H on the said plan dated 20th June 1916 the council bearing the cost of such widening.

10. The abstract of title to the said land to be demised to the council shall commence with the said lease of the 7th September 1893 The council shall accept the title of the Committee to the strips of land mentioned in clause 6 hereof without objection investigation or requisition.

11. The purchase of the said lands by the council shall be completed at the office of the Committee's solicitors and upon the payment of the purchase moneys the Committee shall make and execute to the council proper assurances of the premises herein defined The said assurances shall include an acknowledgment of the council's right to production and delivery of copies of the title deeds retained by the Committee as relating to other property and an undertaking for their safe custody The said assurances of the land in Talbot Road containing 3,049 square yards shall also include mutual powers of distress and entry with regard to the respective portions of the said yearly rent of £29 6s. 7d. and shall contain such other covenants clauses and provisions as are usual in conveyances of the like nature or shall be otherwise requisite or proper for carrying into effect this agreement.

12. The Committee and the council shall each bear their own respective costs and expenses incurred or to be incurred in or about the preparation of this agreement and the negotiations preparatory hereto and in or about the preparation and execution of the conveyance or other assurances and of all other documents and in or about the preparation of the abstract and the deducing and verifying of the title of the Committee (where such title is to be deduced) and all other costs and expenses incidental thereto.

13. The Committee shall use their best endeavours to obtain the confirmation of this agreement by Parliament in the present session And this agreement and all the provisions thereof are conditional upon such confirmation being obtained and in the event of such confirmation not being obtained and the Committee purchasing the said land from the corporation the provisions of this agreement so far as it relates to the sale to the council of the portion of the said land containing 3,049 yards or thereabouts shall remain in full force.

14. The several works to be executed under this agreement by the Committee shall be carried out in a substantial and workmanlike

manner to the reasonable satisfaction of and in accordance with the plans and details to be submitted to and reasonably approved by the council's surveyor before any such works are commenced and in case of any dispute arising between the Committee and the council under this clause such dispute shall unless otherwise agreed be determined by arbitration and the provisions of the Arbitration Act 1889 shall apply thereto.

A.D. 1917.

In witness whereof the Committee and the council have hereunto caused their respective common seals to be affixed the day and year first above written.

The common seal of the Cheshire Lines Committee }
was hereunto affixed in the presence of

L.S.

GLEGGE THOMAS Secretary.

The common seal of the Stretford Urban District }
Council was hereunto affixed in the presence of

L.S.

GEORGE H. BROWN Chairman.

GEO. H. ABRAHAMS Clerk.

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