CHAPTER xci.

An Act for conferring further powers on the Cheshire Lines Committee; and for other purposes. [29th June 1875.]

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WHEREAS it is expedient that further powers in various respects be conferred upon the Cheshire Lines Committee incorporated by the Cheshire Lines Act, 1867 (herein-after called the Committee), and that the Committee be authorised to execute the works herein-after described, and to enter upon, take, and use the lands herein-after mentioned for the purposes of such works, and for the general purposes of their undertaking: 31 & 32 Vict. c. xxvi.

And whereas plans showing the lines of the works authorised by this Act, and also books of reference to such plans, 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 for the purposes thereof, and plans of other lands by this Act authorised to be taken, with like books of reference thereto, have been duly deposited with the respective clerks of the peace for the counties of Lancaster and Chester, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

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 Queen'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,)

1. This Act may be cited as the Cheshire Lines Act, 1875. Short title.

2. The following enactments (as far as the same respectively are applicable for the purposes of, and not varied by or inconsistent with, this Act) are hereby incorporated with this Act; (namely,) Provisions of certain general Acts incorporated.

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

Part II. of the Railways Clauses Act, 1863, relating to extension of time.

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Interpretation of terms.

3. In this Act terms to which meanings are assigned in enactments incorporated with this Act, or which have therein special meanings, have the same respective meanings, and in this Act, and for the purposes of this Act in any enactments incorporated with this Act, the term "court of competent jurisdiction" shall have effect as if the debt or demand with respect to which it is used was a common simple contract debt, and not a debt or demand created by statute; the term "superior court" shall include any court of competent jurisdiction; and the expressions "the promoters of the undertaking" and "the Company" shall mean and apply to the Committee.

Power for Committee to make and maintain new works.

4. Subject to the provisions of this Act, the Committee may make and maintain in and according to the lines shown on the deposited plans the works herein-after described, with all proper conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for the purposes following; (that is to say),

(1.) The stopping up of the following streets or roads and highways in the township and parish of Manchester in the county of Lancaster, namely, the whole of Redford Street, the whole of Clay Street, and the whole of Opening Street, so much of Mount Street as lies between Lower Mosley Street and the east side of Rainforth Street, so much of Trumpet Street as lies between Albion Street and the east corner of the lands and buildings in that street belonging to the trustees of the Great Bridgewater Street Wesleyan Methodist Chapel.

(2.) The closing and filling up of so much of the Manchester and Salford Junction Canal belonging or reputed to belong to the Company of Proprietors of the Mersey and Irwell Navigation (herein-after called the Mersey and Irwell Company), and the Bridgewater Navigation Company, Limited (herein-after called the Bridgewater Company), or one of them, together with the locks and reservoir adjoining thereto, as lies between Lower Mosley Street and Watson Street in Manchester aforesaid.

Restraining interference with the Rochdale Canal.

5. Notwithstanding anything in this Act contained, the Committee shall not, without the previous consent in writing of the Company of Proprietors of the Rochdale Canal, under their common seal, take, use, enter upon, or interfere with any part of the canal's works, lands, or property belonging to or occupied by that company.

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Penalties for obstructing Rochdale Canal.

6. If in the execution, construction, maintenance, or repair of any work in or upon any land taken or used by the Committee under the authority of this Act, adjacent or near to the Rochdale Canal, or in the use of any such land, or by reason of any act or omission of the Committee, their agents, servants, or workmen, the Rochdale Canal shall at any time be obstructed or impeded so as to hinder or prevent the proper and due use thereof, or if any vessel using the Rochdale Canal shall not be able to pass along the same or any part thereof, or shall be impeded in such passage, or if any leakage be occasioned to the Rochdale Canal, or the water thereof be wasted by reason of any such work or use, or by reason of any act or default in or about the construction, maintenance, or repair of such work, then and in any of such cases it shall be lawful for the Company of Proprietors of the Rochdale Canal, at the cost and charges of the Committee, to remove, take out, and put away any such obstruction or impediment, and to repair and stop any such leakage or waste of water, and the Committee shall for or in respect of such obstruction, impediment, leakage, or waste pay to the said Company of Proprietors, as or by way of ascertained damages, and not as a penalty, the sum of five pounds for every hour during which any such obstruction, impediment, leakage, or waste of water shall continue, until the expiration of three days from the commencement or discovery of such obstruction, impediment, leakage, or waste; and from and after the expiration of such three days, or if such obstruction, impediment, leakage, or waste of water shall have been occasioned by any wilful act on the part of the Committee, then, from the commencement or discovery of such obstruction, impediment, leakage, or waste of water, the Committee shall from time to time, as often as the same shall happen, pay to the said Company of Proprietors, as or by way of ascertained damages, and not as a penalty, the sum of twenty pounds for every hour during which such obstruction, impediment, leakage, or waste of water shall continue, such sum being in case of such wilful act computed from the commencement of such obstruction, impediment, leakage, or waste of water; and, in addition to such ascertained damages, the Committee shall from time to time, as often as the same shall happen, repay to the said Company of Proprietors the full amount of the costs, charges, and expenses which shall from time to time be incurred by them in and about the removing, taking, and putting away any and every such obstruction or impediment, or in or about repairing, stopping, and making good any such leakage or waste of water or other injuries to the Rochdale Canal, and also all other losses, damages, costs, charges, and expenses which the said Company of Proprietors shall incur, sustain, or be put to by or by reason or in consequence of

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any such obstruction or impediment, or leakage or waste of water, the same respectively to be recoverable in such manner as is provided by the Railways Clauses Consolidation Act, 1845, with respect to the recovery of damages not specially provided for and of penalties: Provided, that in case of any obstruction, leakage, or waste, it shall be incumbent upon the said Company of Proprietors forthwith, after the same shall come to their knowledge, to cause notice thereof to be given to the Committee, by leaving the same at the office of their secretary.

Confirming agreement in schedule.

7. The articles of agreement, of which a copy is set forth in the schedule to this Act, are hereby sanctioned and confirmed, and shall be binding on and enforceable by and against the parties thereto respectively, and the covenants on the parts of the Bridgewater Company, and the Mersey and Irwell Company respectively, contained in the fourth and fifth articles thereof, shall be binding on and enforceable against those parties respectively, by and in favour of all persons, undertakers, companies, and bodies corporate, desiring to use or navigate the portions of canal, locks, approaches, and towing-paths mentioned or referred to in the said fourth and fifth articles respectively, as a means of communication between the Rochdale Canal and the River Irwell, as well as by and in favour of the Company of Proprietors of the Rochdale Canal.

Power to acquire lands for general purposes.

8. Subject to the provisions of this Act, the Company, in addition to the other lands which they are by this Act authorised to acquire, may from time to time enter upon, take, use, and appropriate to the purposes of their undertaking all or any of the lands and buildings following, delineated on the deposited plans thereof, and described in the deposited books of reference relating thereto; (that is to say,)

Certain lands and buildings situate in the township of Brinnington in the parish of Stockport, in the county of Chester, and adjoining the north-west side of the railway of the Committee:

Certain other lands and buildings in the township of Heaton Norris, in the parish of Manchester and county of Lancaster, adjoining and on the south side of the Stockport and Timperley Branch Railway of the Committee:

Certain other lands and buildings situate in the township of Hartford, in the parish of Great Budworth in the county of Chester, and lying on the east and west sides of the Branch Railway of the Committee leading to Winnington:

Certain other lands and buildings in the township of Lostock Gralam in the said parish of Great Budworth, lying and abutting on the north side of the Cheshire Midland Branch Railway of the Committee:

Certain other lands and buildings situate in the township of Lostock Gralam and Witton-cum-Twambrook in the county of Chester, lying on the south side of the Cheshire Midland Branch Railway of the Committee:

Certain other lands and buildings situate in the township of Witton-cum-Twambrook aforesaid, lying on the north side of the Cheshire Midland Branch Railway of the Committee:

Certain other lands and buildings situate in the township of Witton-cum-Twambrook aforesaid, lying and adjoining the south side of the Cheshire Midland Branch Railway of the Committee:

Certain other lands and buildings situate and being in the township and parish of Manchester in the county of Lancaster, bounded towards the north-east by Windmill Street, towards the south-east by Lower Mosley Street, towards the south-west by Great Mount Street, and towards the north-west by Bedford Street:

Certain other lands and buildings situate in the said township and parish of Manchester, bounded on the north by Great Bridgewater Street, on the south by Trumpet Street, on the east by Albion Street, and on the west by Opening Street:

Certain other lands and buildings situate in the said township and parish of Manchester, bounded on the north by Trumpet Street, on the south by Trafford Street, on the east by Albion Street, and on the west by other lands belonging or reputed to belong to the Committee:

Certain other lands and buildings situate in the said township and parish of Manchester, bounded on the north by Trafford Street, on the south by the Rochdale Canal, on the west by other lands and buildings belonging or reputed to belong to the Committee, and on the east by Albion Street.

For protection of the Corporation of Manchester.

9. In executing the powers granted to the Committee with reference to the lands by this Act authorised to be taken and used, and the streets to be stopped up within the city of Manchester for the purposes of the undertaking, belonging to or under the management of the Committee, the following provisions for the protection of the mayor, aldermen, and citizens of the city of Manchester, herein-after referred to as "the Corporation," shall apply; (that is to say),

(*a.*) All buildings or works to be erected upon any land authorised to be acquired by the Committee, and which shall abut upon or run alongside of any street in the said city, shall be built or constructed according to a front elevation to the reasonable satisfaction of the Corporation, or in case of difference, to the reasonable satisfaction of a

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surveyor, to be appointed by the Board of Trade, on application of either party:

(*b.*) The lamp pillars, flags, paving stones, curbs, grids, sewers, drains, water, gas, and other pipes or apparatus under the control of the Corporation, together with such portion of the road materials as the Corporation may think fit, in any street which shall be stopped up or absorbed wholly or in part by the Committee under the powers of this Act, shall remain and be the property of the said Corporation, if they think fit to remove and take the same away:

(*c.*) The cost of constructing, providing, and laying any new sewers, drains, mains, pipes, or apparatus, in substitution for those which may be rendered useless by such alteration, shall be repaid to the Corporation by the Committee on demand:

(*d.*) Whenever, in execution of the powers in this Act contained, it shall be necessary to alter or interfere with any of the sewers or drains, or any of the gas, water, or other mains or pipes or apparatus belonging to the Corporation, such alteration or interference shall be carried out by and under the direction of the said Corporation, but at the expense in all respects of the said Committee:

(*e.*) The Committee shall not, without the consent of the Corporation, in any part or to any extent whatever, stop up, obstruct, or interfere with, either temporarily or permanently, Great Bridgewater Street, Lower Mosley Street, Albion Street, City Road, and Windmill Street, all in the city of Manchester.

Application of capital by committee.

10. The Committee may apply, for the purposes of this Act, any money under their control or at their disposal, and which is not required by them for the purposes for which the same were authorised to be raised.

Power for compulsory purchases limited.

11. The power of the Committee for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Houses of labouring classes.

12. The Committee shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses; and they shall not take any such houses until they have obtained the certificate of a

justice that it has been proved to his satisfaction that they have so made known their intention to take the same.

Power to take easements, &c., by agreement.

13. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act, and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Committee any easement, right, or privilege, not being an easement of water 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.

Extension of time for construction of part of Railway No. 1 authorised by the Manchester, Sheffield, and Lincolnshire Railway (Extension to Liverpool) Act, 1865.

14. The time limited by the Manchester, Sheffield, and Lincolnshire Railway Company and Cheshire Lines Committee Act, 1871, for the construction of so much of Railway No. 1, authorised by the Manchester, Sheffield, and Lincolnshire Railway (Extension to Liverpool) Act, 1865, as lies between the points shown upon the deposited plans of that railway, referred to in that Act as twelve miles three furlongs, and fourteen miles five furlongs and six chains, is hereby extended for a period of three years from the fifteenth day of August one thousand eight hundred and seventy-five.

Imposing penalty unless railway be opened.

15. If the Committee fail within the period limited by this Act to complete the railway, the time limited for the construction of which is by this Act extended, the Committee shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and open for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works in respect of which the penalty has been incurred; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854, and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Court of Chancery in England, in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided, but no penalty shall accrue in respect of any time during which it shall appear by a certificate, to be obtained from the Board of Trade, that the Committee was prevented from

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completing or opening the railway by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

16. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Committee by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the Court of Chancery in England thinks fit to order, on the application of the solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the court, if the Committee is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Committee, or be otherwise applied as part of the assets of the Committee for the benefit of the creditors thereof.

Repeal of section 9 of Cheshire Lines Act, 1873.

17. From and immediately after the execution by the mayor, aldermen, and citizens of the city of Manchester in the county of Lancaster of a consent, under their corporate seal, to the repeal herein-after provided, section 9 of Cheshire Lines Act, 1873, shall, so far as the same relates to the providing by the Committee of the new street from South Street to Albion Street, be and the same is hereby repealed.

Extension of time for compulsory purchase of lands at Liverpool

18. The powers granted to the Committee by the Cheshire Lines Act, 1872, for the compulsory purchase of the lands described on the plans deposited in respect of that Act as "Lands at Liverpool,"

are hereby extended, and may be exercised by the Company for and during a period of three years from the 27th day of June 1875, and on the expiration of that period those powers shall cease. authorised by the Cheshire Lines Act, 1872.

19. Nothing in this Act shall exempt the Committee from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of rates for small parcels. Committee not exempt from provisions of present and future general Acts.

20. The costs, charges, and expenses preliminary to and of and incidental to the preparing of, applying for, and obtaining and passing of this Act, shall be paid by the Committee. Expenses of Act.

SCHEDULE referred to in the foregoing Act.

Articles of Agreement made and entered into this twelfth day of April one thousand eight hundred and seventy-five, between the Cheshire Lines Committee (herein-after called the Committee) of the first part; the Company of Proprietors of the Mersey and Irwell Navigation (herein-after called the Mersey and Irwell Company) of the second part; the Bridgewater Navigation Company, Limited (herein-after called the Bridgewater Company) of the third part; and the Company of Proprietors of the Rochdale Canal (herein-after called the Rochdale Company) of the fourth part.

Whereas the Committee are now promoting a Bill in Parliament entitled "A Bill for enabling the Cheshire Lines Committee to construct certain "branch lines, for conferring further powers on the Committee, and for other "purposes," and by the 5th clause of that Bill it is proposed to authorise (amongst other things) the closing and filling up by the Committee of so much of the Manchester and Salford Junction Canal (herein-after called the Salford Canal) belonging to the Mersey and Irwell Company, and the Bridgewater Company, or one of them, together with the locks and reservoir adjoining thereto, as lies between Lower Mosley Street and Watson Street, in Manchester, in the county of Lancaster: And whereas the Bridgewater Company, and the Mersey and Irwell Company, and the Rochdale Company, have respectively petitioned against the passing of the said Bill, and in order to induce them to withdraw such petitions, the Committee and the several other parties hereto have agreed to enter into the arrangement herein-after contained: And whereas the stopping up of the said portion of the Salford Canal will cut off and destroy a communication existing between the Rochdale Canal and the River Irwell, and in order to prevent as far as possible any inconvenience which might arise therefrom, and to protect the interests of the public, and especially of the Rochdale Company, the Bridgewater Company, who are the owners of certain canals and navigations constructed by the most noble Francis late Duke of Bridgewater, and the trustees of his will, consisting of (amongst others) the canal known as the Bridgewater Canal, and certain locks and approaches connecting that canal with the River Irwell, at Hulme in the parish of Manchester, and the Mersey and Irwell Company have agreed to enter into the covenants on their parts herein-after contained: Now these presents witness, that the said parties hereto do hereby, for themselves, their respective successors and assigns, mutually covenant and agree with the other and others of them, and their respective successors and assigns, as follows; viz.,

1. The Bridgewater Company, and the Mersey and Irwell Company, and the Rochdale Company, will withdraw all further opposition to the passing of the said Bill through both Houses of Parliament.

2. In consideration of the withdrawal of all further opposition to the said Bill by the Bridgewater Company, and the Mersey and Irwell Company, the Committee will, within six months from the passing of the said Bill into an Act,

pay to the Mersey and Irwell Company as and for the value of the site of so much of the Salford Canal as is intended to be stopped up, and for all their estate and interest in the locks, reservoir, and works connected therewith, and for all loss and damage to be sustained by them in consequence or by reason of the stopping up of the said Canal, such a sum of money as shall be hereafter agreed upon between the Committee and the Bridgewater Company, or failing agreement, as shall be fixed and determined in the manner provided by the provisions of "The Lands Clauses Consolidation Act, 1845," with respect to the purchase of lands otherwise than by agreement.

3. The Mersey and Irwell Company and the Bridgewater Company will release the Committee from all obligations they are now liable to under the provisions of a certain indenture dated the 13th day of April 1872, and scheduled to and confirmed by the Cheshire Lines Act, 1872, so far as relates to the construction and maintenance of the works in that agreement mentioned and provided for carrying the railway by that Act authorised over the Salford Canal, which last-mentioned release and the costs of the works which the Committee will be thereby relieved from, shall be taken into consideration by the jury, arbitrators, or umpire in settling and determining the amount of compensation to be paid by the Committee under Article 2 herein-before contained.

4. The Bridgewater Company and the Mersey and Irwell Company also further covenant and agree that they will, from and immediately after the passing of the said Bill into an Act, and at all times and for ever thereafter, permit and suffer the Rochdale Company, and also all other persons, undertakers, companies, and bodies corporate whatsoever, who have heretofore used, or but for the stopping up of the Salford Canal might have used such canal, to use and navigate with vessels, boats, and barges, that portion of the Bridgewater Canal lying between the junction of that canal with the Rochdale Canal known as the Castlefield Lock, including that lock and the Hulme Locks, together with the Hulme Locks and approaches thereto, connecting the Bridgewater Canal with the River Irwell, and the towing-paths appertaining to the said portion of canal, locks, and approaches respectively, so that the said portion of canal, locks, approaches, and towing-paths respectively may at all times be used and navigated for all purposes of navigation between the Rochdale Canal and the River Irwell, and between the River Irwell and the Rochdale Canal, as fully and freely as the Salford Canal is now or heretofore has been or might have been used, or as the said portion of the Bridgewater Canal is for the time being used by any person or body, and subject only to a toll not exceeding threepence per ton upon all such articles, matters, and things as shall be carried or conveyed over and through the said portion of canal and locks belonging to the Bridgewater Company herein-before mentioned and referred to, and which said toll of threepence per ton shall include any toll or other charge which the Mersey and Irwell Company or the Bridgewater Company, or either of them, might demand in respect of the navigation and use of so much of the Salford Canal as lies between the Rochdale Canal and Lower Mosley Street in Manchester aforesaid.

5. The Bridgewater Company hereby further covenant and agree with the Committee, and also with the Rochdale Company respectively, that they will for the purposes of all traffic passing from the Rochdale Canal

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into the River Irwell, or from the River Irwell into the Rochdale Canal, under the provisions of the fourth clause of this agreement, at the expense of them, the Bridgewater Company, at all times and for ever hereafter repair, maintain, and keep open and in good working order and condition, the said Hulme Locks and approaches thereto connecting the Bridgewater Canal with the River Irwell, and the towing-paths appertaining thereto, and keep the said locks and approaches well and sufficiently supplied with water.

6. This agreement shall be scheduled to and confirmed by the said Bill, and provisions shall be therein inserted making the covenants on the parts of the Bridgewater Company and the Mersey and Irwell Company respectively contained in the fourth and fifth clauses of these presents binding and enforceable against those parties respectively by and in favour of all persons, undertakers, companies, and bodies corporate, desiring to use or navigate the portions of canal, locks, approaches, and towing-paths mentioned or referred to in the fourth and fifth clauses of these presents respectively as a means of communication between the Rochdale Canal and the River Irwell, as well as by and in favour of the Rochdale Company.

In witness whereof the said parties hereto have hereunto affixed their respective common seals the day and year first above written.

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

Jos. Lawrence,
Secretary's Office, Manchester.

Seal of the Cheshire Lines Committee.

The common seal of the Company of Proprietors of the Mersey and Irwell Navigation was hereunto affixed in the presence of

Jos. Noble.

Seal of the Company of Proprietors of the Mersey and Irwell Navigation.

The common seal of the Bridgewater Navigation Company, Limited, was hereunto affixed in the presence of

Jos. Noble,
Secretary.

Seal of the Bridgewater Navigation Company, Limited.

The common seal of the Company of Proprietors of the Rochdale Canal was hereunto affixed in the presence of

Robert Jackson,
Solicitor to the Company.

Seal of the Company of Proprietors of the Rochdale Canal.

LONDON : Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1875.