CHAPTER cviii.

An Act to confer further powers upon the lord mayor aldermen and citizens of the city of Manchester with reference to the construction of street works tramways and main drainage works and otherwise for the better local government and improvement of the city and for other purposes. [18th August 1911.]

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WHEREAS 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 street works 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 it is expedient to empower the Corporation to construct and work the additional tramways authorised by this Act and to confer further powers upon them in connection with their tramway undertaking:

And whereas it is expedient that the Corporation should be authorised to make and maintain additional main drainage works partly within the city and partly in the urban district of Stretford and in Davyhulme in the rural district of Barton-upon-Irwell in the county of Lancaster with a storm outfall into the Manchester Ship Canal and to acquire and appropriate lands and easements in connection therewith as in this Act mentioned or referred to:

And whereas it is expedient to make such other provisions as this Act contains:

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

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And whereas estimates have been prepared by the Corporation for the purposes following (that is to say):—

	£
For and in connection with the construction of the tramways by this Act authorised -	7,850
For and in connection with the purchase of land and easements for and the construction of the main drainage works by this Act authorised - - - - - -	1,000,000

And whereas the several works included in such estimates respectively are permanent works and it is expedient that the Corporation should be empowered to borrow money for those purposes as provided by this Act:

And whereas an absolute majority of the whole number of the council at a meeting held on the fifth day of October one thousand nine hundred and ten after ten clear days' notice by public advertisement of such meeting and of the purpose thereof in the Manchester Guardian being a local newspaper published and circulating in the city such notice being in addition to the ordinary notice required for summoning such meeting resolved that the expense in relation to promoting the Bill for this Act should be charged on the city rate or such public funds or rates as the Corporation may determine:

And whereas such resolutions were published twice in the said Manchester Guardian 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 a similar notice on the first day of February one thousand nine hundred and eleven 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:

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also books 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 for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Lancaster which plans sections and books of reference are in

this Act respectively referred to as the deposited plans sections and books of reference:

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.

Short title.

1. This Act may be cited for all purposes as the Manchester Corporation Act 1911.

Act divided into Parts.

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

Part I.—Preliminary.
Part II.—Improvements.
Part III.—Tramways.
Part IV.—Main drainage works.
Part V.—Markets.
Part VI.—Police regulations.
Part VII.—Miscellaneous.
Part VIII.—Finance.

Incorporation of Acts

3. The following 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).

Interpretation.

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;

"The Corporation" means the lord mayor aldermen and citizens of the city of Manchester;

"The council" means the council of the city;

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"The city rate" means the city rate of the city;

"The city fund" means the city fund of the city;

"The town clerk" means the town clerk of the city;

"The city treasurer" means the treasurer of the city;

"The medical officer" means the medical officer of health of the city;

"The city surveyor" means the surveyor of the city;

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

"Owner" has the meaning assigned to it by section 36 of the Manchester Corporation Act 1891;

"Daily penalty" means a penalty for every day on which any offence is continued after conviction therefor;

"Royal infirmary" means the president treasurers deputy-treasurers benefactors and subscribers of and to the Manchester Royal Infirmary Dispensary and Lunatic Hospital or Asylum.

Authentication of notices &c.

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 any such summons demand notice order or other document.

Correction of errors &c. in deposited plans and books of reference.

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 books 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 books 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.

Plans &c. to be open to inspection.

7. A copy of the deposited plans sections and books 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.

Certified copies of plans &c. to be evidence.

8. Copies of the deposited plans sections and books 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 primâ facie evidence of the contents thereof.

Power to acquire lands.

9. Subject to the provisions and for the purposes of this Act (including the providing of space for the erection of buildings adjoining or near to any street) the Corporation may enter on take appropriate and use all or any of the lands delineated on the deposited plans and described in the deposited books of reference.

Power to persons under disability to grant easements &c.

10. Persons empowered by the Lands Clauses Acts or otherwise 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.

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Limiting time for compulsory purchase of lands.

11. The powers of the Corporation for the compulsory purchase of lands under this Act shall cease after the expiration of five years from the passing of this Act.

Power to retain sell &c. lands.

12. Notwithstanding anything in the Lands Clauses Acts or in any other Act or Acts to the contrary the Corporation may retain hold and use for such time as they may think fit or may sell lease exchange or otherwise dispose of in such manner and for such consideration and purpose and on such terms and conditions as they may think fit and in case of sale either in consideration of the execution of works or of the payment of a gross sum or of an annual rent or of any payment in any other form any lands or any interest therein acquired by them under this Act and may sell exchange or dispose of any rents reserved on the sale lease exchange or other disposition of such lands or interest therein and may make do and execute any deed act or thing proper for effectuating any such sale lease exchange or other disposition and on any exchange may give or take any money for equality of exchange.

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

13. Whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Corporation of the powers 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 can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

(1) The owner 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 in this section 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 properties specified in the 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 properties 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 properties 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 properties specified in the notice to treat cannot be

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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 properties 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.

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.

Temporary stoppage of streets.

14. The Corporation may during the execution and for the purposes of any work by this Act authorised stop up any street and prevent all persons other than those bonâ fide going to or returning from any house buildings or lands in the street from passing along and using the same for any reasonable time but convenient access to the houses buildings or lands in such street shall be provided by the Corporation.

PART II.

IMPROVEMENTS.

Power to make street widenings and improvements &c.

15. 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 and maintain the street widenings and improvements in the city hereinafter

described with all proper and necessary works junctions connections approaches sewers drains and conveniences in connection therewith (that is to say):—

(*a*) A widening and improvement of Market Street on the southerly side of such street commencing at the easterly side of Fountain Street and terminating on the westerly side of West Mosley Street:

(*b*) A widening and improvement of the corner between Fountain Street and Meal Street:

(*c*) An alteration and improvement of West Mosley Street commencing on the southern side of Market Street and terminating on the northern side of Meal Street:

(*d*) A widening and improvement of Grosvenor Street on the south-westerly side of such street commencing at the northern corner of Grosvenor Street Chapel and terminating at the eastern corner of Grosvenor Street Chapel:

(*e*) A widening and improvement of Aytoun Street on the north-easterly side of such street commencing at the western corner of Roby Sunday School and terminating at the southern corner of Roby Sunday School.

Stopping up Mosley Buildings and West Mosley Street.

16.—(1) The Corporation may stop up and enclose wholly or partially and appropriate the highway known as Mosley Buildings (between Fountain Street and West Mosley Street) and the portion of the highway known as West Mosley Street which is situate between Market Street and Meal Street in the city and thereupon all public rights of way over that highway and portion of highway shall subject to any agreement entered into under subsection (2) of this section be extinguished but such highway and portion of highway shall not be stopped up except so far as the owners lessees and occupiers of the houses and lands on both sides thereof may otherwise agree.

(2) The owners of the lands abutting upon the portion of West Mosley Street which may be stopped up and enclosed and the Corporation may enter into and carry into effect agreements as to the extent and degree of such stopping up and enclosing as to any arrangements for the use by the public or any specified section or sections of the public of the whole or any part of the site of the portion of West Mosley Street to be so stopped up and enclosed for the purposes of traffic whether vehicular bridle and pedestrian or any of them and either continuously or at

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specified periods as to the vesting of such site and the fee simple thereof as to the construction and maintenance of bridges and subways across such portion of West Mosley Street and the roofing or covering over of the same and as to any other matters and purposes connected with such stopping up and enclosing.

Removal of human remains from Grosvenor Street Chapel burial ground.

17.—(1) Before any part of the Grosvenor Street Chapel the Roby Sunday School and the burial ground attached thereto in the city is applied to or used for any of the purposes of this Act the Corporation shall remove or cause to be removed the remains (if any) of all deceased persons interred therein.

(2) Before proceeding to remove any such remains the Corporation shall publish a notice for three successive days in two local newspapers circulating in the city to the effect that it is intended to remove such remains and such notice shall have embodied in it the substance of subsections (3) (4) (5) (6) and (7) of this section.

(3) Any time within two months after the first publication of such notice any person who is an heir executor administrator or relative of any deceased person whose remains are interred in the said chapel school or burial ground may give notice in writing to the Corporation of his intention to undertake the removal of such remains and thereupon he shall be at liberty to cause such remains to be removed to and re-interred in any burial ground or cemetery in which burials may legally take place.

(4) If any person giving such notice as aforesaid shall fail to satisfy the Corporation that he is such heir executor administrator or relative as he claims to be the question shall be determined on the application of either party in a summary manner by the registrar of the Manchester County Court who shall have power to make an order specifying who shall remove the remains.

(5) The expense of such removal and re-interment (not exceeding in respect of remains removed from any one grave the sum of ten pounds) shall be defrayed by the Corporation such sum to be apportioned if necessary equally according to the number of remains in the grave.

(6) If within the aforesaid period of two months no such notice as aforesaid shall have been given to the Corporation in respect of the remains in any grave or if after such notice has been given the persons giving the same shall fail to comply

with the provisions of this section the Corporation may remove the remains of the deceased person and cause them to be re-interred in such other burial ground or cemetery in which burials may legally take place as the Corporation think suitable for the purpose.

(7) All monuments and tombstones relating to the remains of any deceased person removed under this section shall at the expense of the Corporation be removed and re-erected at the place of re-interment of such remains or at such place within the city as the registrar of the Manchester County Court may direct on the application (if any) of such heir executor administrator or relative as aforesaid or failing such application on the application of the Corporation.

(8) The removal of the remains of any deceased person under this section shall be carried out under the supervision and to the satisfaction of the medical officer.

Confirming agreement with trustees of Grosvenor Street Chapel and Royal Infirmary.

18.—(1) The agreement between the trustees of the Grosvenor Street Chapel the Royal Infirmary and the Corporation as set forth in the Second Schedule to this Act is hereby confirmed and made binding on and shall be carried into effect by the parties thereto.

(2) The Royal Infirmary is hereby empowered to purchase by agreement any chief or ground rent which may be charged upon the land and premises agreed to be sold and purchased by such agreement.

(3) The Royal Infirmary shall be entitled to hold all such land and premises without licence in mortmain.

(4) Nothing in this Part of this Act shall empower or authorise the Royal Infirmary to apply for any of the purposes of this Act any funds belonging to the Royal Infirmary which now are or hereafter may be subject to the jurisdiction of the Charity Commissioners without the consent of such Commissioners.

Authorising use of Grosvenor Street Chapel and burial ground.

19. If and when the Royal Infirmary shall have acquired the Grosvenor Street Chapel the Roby Sunday School and the burial ground attached thereto situate in the city and if and when the Corporation shall have removed or caused to be removed the remains of all deceased persons interred therein under the provisions in that behalf contained in this Act the Royal Infirmary may (notwithstanding anything contained in

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the Disused Burial Grounds Act 1884 the Burial Act 1900 and any other Acts) apply and use the site of such chapel school and burial ground either by altering adapting and enlarging the existing buildings or by erecting new buildings thereon subject to the provisions of this Act.

Power to deviate in construction of street works.

20. The Corporation in constructing the works by this Part of this Act authorised may deviate laterally to any extent not exceeding the limits of lateral deviation marked on the deposited plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding two feet.

Power to make subsidiary works.

21. Subject to the provisions of this Act and within the limits of deviation in each case defined on the deposited plans the Corporation in connection with the street works authorised by this Part of this Act and for the purposes thereof may make junctions and communications with any existing streets which may be intersected or interfered with by or be contiguous to the street works or any of them and may make diversions widenings or alterations of lines or levels of any existing streets for the purpose of connecting the same with the street works or any of them or of crossing under or over the same or otherwise and may alter divert or stop up all or any part of any drain sewer or channel within the said limits the Corporation providing a proper substitute before interrupting the flow of sewage in any drain or sewer and making compensation for any damage done by them in the execution of the powers of this section.

As to repair of street works.

22. The street works by this Act authorised so far as the same affect any public street shall when the same respectively have been completed be vested in and maintained in repair as public highways by and at the expense of the authority or person by whom or at whose expense the adjacent streets or portions of streets are repairable.

Part III.

Tramways.

Incorporation of certain provisions of Tramways Act 1870.

23. The following provisions so far as they are applicable to the purposes and are not inconsistent with the provisions of this Part of this Act are hereby incorporated with and form part of this Part of this Act (that is to say) Section 3 (Interpretation of terms) section 19 (Local authority may lease or take tolls) and Parts II. and III. of the Tramways Act 1870 Provided that section 19 shall in regard to its incorporation with

this Act be read and have effect as if the words "but nothing " in this Act contained shall authorise any local authority to " place or run carriages upon such tramway and to demand " and take tolls and charges in respect of the use of such " carriages" were omitted from that section.

Interpretation in this Part of Act.

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

"Mechanical power" includes steam electric and every other motive power not being animal power;

"Engine" includes motor;

"The Act of 1897" "the Act of 1899" "the Act of 1900" "the Act of 1901" "the Act of 1902" "the Act of 1903" "the Act of 1904" "the Act of 1907" "the Act of 1909" and "the Southern Tramways Act" mean respectively the Manchester Corporation Act 1897 the Manchester Corporation Tramways Act 1899 the Manchester Corporation Tramways Act 1900 the Manchester Corporation Act 1901 the Manchester Corporation Tramways Act 1902 the Manchester Corporation Act 1903 the Manchester Corporation Tramways Act 1904 the Manchester Corporation Tramways Act 1907 the Manchester Corporation Act 1909 and the Manchester Southern Tramways Act 1903:

And in this Act and in the Tramways Act 1870 for the purposes of this Act the expressions "local authority" and "road authority" shall mean in reference to a rural district the rural district council of that district.

Power to make tramways.

25. Subject to the provisions of this Act the Corporation may lay down work use and maintain in the lines and situations and according to the levels shown on the deposited plans and sections and in all respects in accordance with those plans and sections the tramways hereinafter described all in the city with all necessary and proper rails plates sleepers channels passages and tubes for ropes cables wires and electric lines junctions turntables turnouts crossings passing places and conveniences connected therewith respectively.

The tramways hereinbefore referred to and authorised by this Act are as follows:—

Tramway No. 1 Double line (3 furlongs 3·38 chains in length) commencing in Kenyon Lane by a junction with the existing tramway at the northerly end of that lane

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proceeding thence along Kenyon Lane to Moston Lane and proceeding thence in a north-easterly direction along Moston Lane and terminating at a point two and a half chains or thereabouts measured in a south-westerly direction from the northern corner of St. Joseph's cemetery:

Tramway No. 1A Double line (1·82 chains in length) commencing in Moston Lane near the westerly side of Kenyon Lane by a junction with Tramway No. 1 authorised by the Act of 1907 thence proceeding in an easterly direction along Moston Lane and terminating by a junction with Tramway No. 1 in Moston Lane near to the easterly side of Kenyon Lane:

Tramway No. 2 Double line (8·16 chains in length) commencing in Lamb Lane by a junction with the existing tramway on the southerly side of the Miles Platting Station of the Lancashire and Yorkshire Railway thence proceeding in a south-easterly direction to and along a new street authorised by the Manchester Corporation Act 1908 to and across Oldham Road into and along Hulme Hall Lane and terminating by a junction with the existing tramway in Hulme Hall Lane near to Oldham Road.

Tramway No. 1 not to be laid until kerbs set back.

26. Tramway No. 1 shall not be constructed in Moston Lane until the kerbs on both sides of that lane have been set back to the respective lines shown on the deposited plans in respect of that tramway Provided that no footway shall be reduced to a less width than six feet.

As to working of Tramway No. 2.

27. In working Tramway No. 2 by this Part of this Act authorised no tramcar or other vehicle used thereon shall without the consent in writing of the Lancashire and Yorkshire Railway Company under their common seal be stopped or permitted to be stopped except only for as long as may be necessary for the purposes of setting down or taking up passengers or in any case of emergency in front of the entrance to the Miles Platting passenger station of that company or within a distance of ten yards on either side thereof.

Time for completion of tramways.

28. If the tramways by this Part of this Act authorised be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Part of this Act granted to the Corporation for constructing the same or otherwise in relation thereto shall cease except as to so much of the tramways respectively as is then completed.

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Incorporation of provisions from certain Corporation Acts.

29. Subject to the provisions of this Part of this Act the following sections of the Act of 1897 the Act of 1899 the Act of 1900 the Act of 1901 the Act of 1902 the Act of 1904 and the Act of 1907 shall so far as the same are not inconsistent with the provisions of this Part of this Act extend and apply mutatis mutandis to and in relation to the tramways by this Part of this Act authorised (namely):—

The Act of 1897—

Section 22 Provisions as to motive power;
Section 24 Special provisions as to use of electric power;
Section 27 Byelaws;
Section 28 Recovery of penalties;
Section 29 Amendment of the Tramways Act 1870 as to byelaws by local authority;
Section 30 Regulations;
Section 31 Orders &c. of the Board of Trade:

The Act of 1899—

Section 22 Power to carry animals goods &c. on tramways;
Section 23 Rates for passengers;
Section 24 Incorporation of provisions as to tolls (including the provisions incorporated by that section);
Section 25 Payment of rates;
Section 26 New rates to apply notwithstanding any Act or Order:

The Act of 1900—

Section 6 Corporation may reduce width of footway for constructing tramway;
Section 13 Inspection by Board of Trade;
Section 14 Tramways to be kept on level of surface of road;
Section 15 Plan of proposed mode of construction;
Section 16 Rails of tramways;
Section 17 Penalty for not maintaining rails and roads;
Section 18 Local authority to have access to sewers;
Section 19 Passing places to be made at narrow places;

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Section 20 Additional crossings;

Section 21 Junctions with tramways which can be worked in connection with the tramways of the Corporation;

Section 22 Power to lay down double or interlacing lines in place of single lines and vice versâ;

Section 23 Temporary tramways may be made where necessary;

Section 25 Application of road materials excavated in construction of works;

Section 30 Construction of electric works;

Section 31 Attachment of brackets to buildings;

Section 32 Power to Corporation to work tramways;

Section 33 Power as to supply of electric energy;

Section 46 Incorporation of certain sections of Tramways Act 1870 (including the provisions incorporated by that section):

THE ACT OF 1901—

Section 14 Cheap fares for labouring classes:

THE ACT OF 1902—

Section 12 For protection of Postmaster-General:

THE ACT OF 1904—

Section 5 Power to purchase additional lands by agreement;

Section 14 Gauge;

Section 24 Supply of electricity for purposes of Act;

Section 26 Amendment of section 22 of Act of 1900;

Section 30 Agreements for working &c.;

Section 33 Deviation;

Section 34 Power to make subsidiary works;

Section 35 Temporary stoppage of streets;

Section 36 As to repair of street works:

THE ACT OF 1907—

Section 18 Penalty for malicious damage;

Section 26 As to fares on Sundays or holidays;

Section 27 Use of tramway posts by Postmaster-General.

Tramways to form part of tramway undertaking of Corporation.

30. The tramways authorised by this Part of this Act shall form part of the tramway undertaking of the Corporation who are hereby empowered to exercise in reference thereto all and singular the powers already possessed by them with reference to their existing tramways or tramway undertaking.

Extension of time for purchase of lands and construction of tramways.

31.—(1) The period limited by the Southern Tramways Act and extended by sections 20 and 28 of the Act of 1907 for the completion of such of the tramways referred to in those sections as have not been constructed is hereby extended to the expiration of five years from the passing of this Act.

(2) The period limited by section 9 of the Withington Urban District Council Act 1900 and extended by section 31 of the Act of 1904 and sections 20 and 21 of the Act of 1907 for the completion of such of the tramways referred to in those sections as have not been constructed is hereby extended to the expiration of five years from the passing of this Act.

(3) The period limited by the Withington District Tramways Order 1897 (confirmed by the Tramways Orders Confirmation (No. 1) Act 1897) and extended by section 31 of the Act of 1904 and sections 20 and 21 of the Act of 1907 for the completion of such of the tramways authorised by the said Order as have not been constructed is hereby extended to the expiration of five years from the passing of this Act.

(4) The period limited by section 14 of the Act of 1907 for the completion of such of the tramways referred to in that section as have not been constructed is hereby extended to the expiration of five years from the passing of this Act.

(5) The period limited by section 9 of the Act of 1904 and extended by section 20 of the Act of 1907 for the compulsory purchase of lands for and in respect of the street widenings and works authorised by the Act of 1904 is hereby extended to the expiration of five years from the passing of this Act.

(6) The period limited by section 8 of the Act of 1907 and extended by section 76 of the Act of 1909 for the compulsory purchase of lands for and in respect of the street widenings and works authorised by the Act of 1907 is hereby extended to the expiration of five years from the passing of this Act.

(7) The period limited by section 9 of the Stretford Urban District Council Act 1904 for the completion of the tramways authorised by that Act is hereby extended to the expiration of five years from the passing of this Act.

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(8) The provisions of section 27 (Use of tramway posts by Postmaster-General) of the Act of 1907 shall extend and apply to the tramways the time for the construction of which is extended by this section and for that purpose the expression "Corporation" in that section shall include the several local authorities who are authorised to construct such tramways and their several lessees.

For protection of Lord Egerton of Tatton and his trustees.

32. For the protection of the Right Honourable Alan de Tatton Baron Egerton of Tatton and the trustees under the will of Wilbraham Egerton late of Tatton Park in the county of Chester Esquire deceased and other the owner or owners for the time being of the estates in the county of Lancaster belonging to him or them (all of whom are included in the expression "the owner" when used in this section) the following provisions notwithstanding anything in this Act contained shall unless otherwise agreed in writing between the owner and the Corporation be observed and have effect (that is to say):—

(1) The Corporation shall within the time limited by and in accordance with section 21 of the Act of 1907 construct and open for public traffic the tramways and works in Alexandra Road and in the portion of Wilbraham Road lying between the point where that road crosses Barlow Moor Road in Chorlton-cum-Hardy and the point where Wilbraham Road crosses Alexandra Road in Withington authorised by—

(*a*) The Withington District Tramways Order 1897;

(*b*) The Withington Urban District Council Act 1900;

(*c*) The Manchester Corporation Tramways Act 1904;

(*d*) The Manchester Corporation Tramways Act 1907;

(*e*) The Manchester Corporation Act 1909; and

(*f*) This Act:

(2) In exercising the powers of section 16 (Removal of obstruction in Wilbraham Road) of the Act of 1904 the Corporation shall replace the gate and obstruction or erect similar ones in lieu thereof immediately to the east of the point where Dog Kennel Lane (now abandoned) formerly joined Wilbraham Road, Withington:

(3) Notwithstanding the provisions of this Act and the Act of 1907 both or either of them the provisions contained in section 21 of the Act of 1904 the marginal note whereof is "For protection of Earl Egerton and his trustees" (except subsection (1) thereof) and in section 21 of the Act of 1907 the marginal note whereof is "For protection of Earl Egerton and his trustees" shall remain in full force and be of full effect except so far as the same may be affected by the provisions contained in this Part of this Act for the extension of the periods for the completion of the tramways and except as expressly varied by this section:

(4) The expression "Alexandra Road" in this section has the same meaning as in section 21 of the Act of 1907.

Part IV.

Main Drainage Works.

Main drainage works.

33. Subject to the provisions of this Act the Corporation may make and maintain in the lines and according to the levels shown upon the deposited plans and sections the following main drainage and other works together with all necessary and proper works junctions connections sewers drains and conveniences connected therewith (that is to say):—

Work No. 1 A sewer situate wholly in the township of Davyhulme commencing in the Davyhulme sewage outfall works of the Corporation near to the existing main outfall sewer and passing in an easterly direction under private lands to and across Barton Road under private lands to and across Moss Lane and continuing in an easterly direction under private lands to and terminating at the easterly boundary of the township of Davyhulme and near to the existing main outfall sewer:

Work No. 2 A sewer situate wholly in the township of Stretford commencing at the termination of Work No. 1 at the easterly boundary of the township of Davyhulme thence passing in an easterly direction under private lands to and across Park Road under private lands under the Bridgewater Canal under private lands to and across a road leading from Moss Road to Westinghouse Road

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under private lands under the Cheshire Lines Railway under private lands under the Bridgewater Canal under private lands under the Cheshire Lines Railway under private lands to and across Chester Road thence proceeding in a south-easterly direction under private lands under the Manchester South Junction and Altrincham Railway and under private lands to and terminating at the city boundary at a point 197 yards or thereabouts measured in a north-westerly direction from the westerly end of Kensington Road:

Work No. 3 A sewer situate wholly in the township of Stretford commencing by a junction with Work No. 2 at a point 64 yards or thereabouts measured in a westerly direction from the western corner of the Trafford Golf Club pavilion and proceeding in a north-easterly direction under private lands to and across Warwick Road under and along Talbot Road thence proceeding in an easterly direction under private lands under the Cheshire Lines Railway under private lands under the Manchester South Junction and Altrincham Railway thence under and along Elsinore Road to and across Seymour Grove under and along Cooke Street Hamilton Street Cornbrook Grove and terminating in Cornbrook Grove at the city boundary:

Work No. 4 A sewer situate partly in the township of South Manchester and partly in the township of Manchester commencing in the township of South Manchester at the termination of Work No. 3 at the city boundary thence proceeding under and along Hyde Street Tamworth Street Marple Street Upper Moss Lane Warde Street Rosamond Street Rosamond Street West Rosamond Street East Upper Brook Street Brook Street Grosvenor Street Downing Street under the River Medlock under and along London Road Travis Street under the London and North Western Railway under and along Travis Street Adair Street and terminating in the township of Manchester in Adair Street at or near its junction with Great Ancoats Street:

Work No. 4A A sewer situate wholly in the township of South Manchester commencing at the existing intercepting sewer in Stretford Road opposite to Erskine Street passing in a south-easterly direction under and along Erskine Street and terminating in Hyde Street opposite to Erskine Street by a junction with Work No. 4:

Work No. 5 A sewer situate partly in the township of Manchester and partly in the township of North Manchester commencing in the township of Manchester at the termination of Work No. 4 thence proceeding under and along Great Ancoats Street under the Manchester and Ashton-under-Lyne Canal under and along Great Ancoats Street under the Rochdale Canal under and along Great Ancoats Street Swan Street Rochdale Road under the Lancashire and Yorkshire Railway under and along Rochdale Road under the Lancashire and Yorkshire Railway under and along Rochdale Road and Middleton Old Road and terminating in the township of North Manchester in Middleton Old Road opposite to Market Street Blackley by a junction with the existing intercepting sewer:

Work No. 5A A sewer situate wholly in the township of Manchester commencing by a junction with Work No. 5 in Rochdale Road nearly opposite Angel Street and proceeding in a north-westerly direction under and along Angel Street St. Michael's Square to and terminating in Dantzic Street at or near Ashley Lane by a junction with the existing intercepting sewer:

Work No. 6 A sewer situate partly in the township of Manchester partly in the township of North Manchester and partly in the township of South Manchester commencing in the township of Manchester at the River Irk opposite Keats Street thence proceeding under private lands to and across Collyhurst Road under and along Fitzgeorge Street under the Lancashire and Yorkshire Railway under and along Fitzgeorge Street Rockingham Street under private lands to and across Rochdale Road under and along Collyhurst Street under the Lancashire and Yorkshire Railway under and along Collyhurst Street Oldham Road Albion Street Hulme Hall Lane under the Rochdale Canal under and along Hulme Hall Lane under the Lancashire and Yorkshire Railway under and along Hulme Hall Lane under the River Medlock under and along Mill Street under the Manchester and Ashton-under-Lyne Canal under and along Mill Street to Ashton Old Road and proceeding in an easterly direction under and along Ashton Old Road under the Manchester and Ashton-under-Lyne Canal under and along Ashton Old Road and Lees Street to Ogden Lane and terminating in the township of South Manchester

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by a junction with the existing intercepting sewer in Ogden Lane opposite Lees Street:

Work No. 6A A sewer situate wholly in the township of South Manchester commencing by a junction with Work No. 6 in Ashton Old Road opposite Bessemer Street and proceeding under and along Bessemer Street and terminating by a junction with the existing intercepting sewer crossing Bessemer Street:

Work No. 6B A storm overflow sewer situate wholly in the township of South Manchester commencing by a junction with Work No. 6 in Ashton Old Road near Wood Street and proceeding under and along Ashton Old Road in a westerly direction to Clayton Lane South and terminating by a junction with the culvert carrying the Clayton Brook under Ashton Old Road:

Work No. 7 A sewer situate partly in the township of North Manchester and partly in the township of South Manchester commencing in the township of North Manchester by a junction with Work No. 6 in Mill Street near Ashton Old Road thence proceeding in a westerly direction under and along Ashton Old Road Pottery Lane under the Great Central Railway under and along Pottery Lane to Gorton Road and terminating in the township of South Manchester by a junction with the existing intercepting sewer in Gorton Road opposite Pottery Lane:

Work No. 8 A sewer situate wholly in the township of South Manchester commencing at the city boundary at the termination of Work No. 2 thence passing in a south-easterly and easterly direction under private lands to Kensington Road under and along Kensington Road Manchester Road Barlow Moor Road Wilmslow Road under the Didsbury Recreation Ground under Didsbury Park under and along Wilmslow Road under the London and North Western Railway and terminating in Wilmslow Road near to its junction with Parr's Wood Lane:

Work No. 9 A sewer situate wholly in the township of South Manchester commencing by an excavation in the bed of the Manchester Ship Canal and proceeding in a north-easterly direction along such bed to and along the bed of the River Irwell thence passing in a south-easterly direction under the Cheshire Lines Railway under the Manchester South Junction and Altrincham Railway under

and along Hulme Hall Road under the Bridgewater Canal under and along Hulme Hall Road Chester Road Barrack Street Queen Street Lord Street across City Road under and along Beech Place Beech Street Lower Moss Lane across Stretford Road under and along Upper Moss Lane and terminating by a junction with Work No. 4 in Upper Moss Lane at or near Marple Street:

Work No. 10 A sewer situate wholly in the township of South Manchester commencing by a junction with Work No. 4 in Upper Moss Lane at or near Warde Street continuing in a south-easterly direction under and along Upper Moss Lane Parsonage Street Moss Lane East Wilmslow Road under the Great Central Railway under and along Wilmslow Road and terminating by a junction with the existing intercepting sewer in Wilmslow Road at or near Mauldeth Road:

Work No. 11 A sewer situate partly in the township of South Manchester and partly in the township of North Manchester commencing in the township of South Manchester by a junction with Work No. 10 in Wilmslow Road at or near Dickenson Road and proceeding in a north-easterly direction along and under Dickenson Road Stockport Road a footpath leading to Parry Street under the London and North Western Railway under and along Parry Street under private lands across North Road under and along Melling Street under private lands across Pink Bank Lane under and along an occupation road and a footpath under private lands through the Gorton Sewage Works of the Corporation to Mount Road and terminating in the township of South Manchester by a junction with the existing intercepting sewer in that road near to the entrance to the Gorton Sewage Works:

Work No. 11A A sewer situate partly in the township of South Manchester and partly in the township of North Manchester commencing in the township of South Manchester by a junction with Work No. 11 in Stockport Road near to the footpath leading to Parry Street thence proceeding in a south-easterly direction along and under Stockport Road under the London and North Westerr Railway under and along Stockport Road Longden Road Hannah Street Ollier Avenue thence proceeding in a northerly direction under and along Hemmons Road

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and terminating in the township of South Manchester by a junction with the existing sewer in that road near Crowcroft Brook:

Work No. 11B A storm overflow sewer situate wholly in the township of North Manchester commencing by a junction with Work No. 11A in Stockport Road on the westerly side of the London and North Western Railway proceeding in a north-westerly direction under and along Stockport Road to and terminating at the culvert carrying the Gore Brook under Stockport Road:

Work No. 11C A storm overflow sewer situate wholly in the township of South Manchester commencing by a junction with Work No. 11 in Dickenson Road opposite Hamilton Road thence proceeding in a south-easterly direction along Hamilton Road to and terminating in Stamford Road by a junction with the culvert carrying the Gore Brook under Stamford Road:

Work No. 11D A storm overflow sewer situate wholly in the township of South Manchester commencing by a junction with Work No. 11 in Dickenson Road opposite Beresford Road thence proceeding in a south-easterly direction along and terminating in Beresford Road by a junction with the culvert carrying the Gore Brook under Beresford Road:

Work No. 12 A sewer situate wholly in the township of South Manchester commencing in Wilmslow Road opposite Wilbraham Road by a junction with Work No. 10 proceeding under and along Moseley Road under the London and North Western Railway under and along Moseley Road to and across the junction of Slade Lane and Burnage Lane under and along Albert Road under the London and North Western Railway under and along Albert Road to and terminating in Stockport Road opposite Albert Road by a junction with the existing intercepting sewer:

Work No. 13 A sewer situate wholly in the township of North Manchester commencing in Rochdale Road opposite Factory Lane by a junction with Work No. 5 thence proceeding in a westerly direction under and along Factory Lane and Waterloo Street under a mill goit under and along Waterloo Street under the River Irk under and along

Waterloo Street to and terminating in that street by a junction with the existing intercepting sewer near to Todd's Place:

Work No. 14 A sewer situate wholly in the township of North Manchester commencing in Rochdale Road opposite Factory Lane by a junction with Work No. 5 and thence proceeding in an easterly direction under and along Moston Lane to and terminating in Moston Lane near Bluebell Avenue by a junction with the existing intercepting sewer:

Work No. 15 A sewer situate wholly in the township of North Manchester commencing by a junction with Work No. 14 in Moston Lane at or near Kenyon Lane thence proceeding in a southerly direction under and along Kenyon Lane thence under private lands to Rudd Street under and along Rudd Street across Lightbowne Road under and along Egbert Street under private lands to and terminating under land belonging to the Lancashire and Yorkshire Railway Company by a junction with the existing intercepting sewer near the easterly end of Egbert Street:

Work No. 16 A settling pond situate wholly in the township of North Manchester on the south side of and communicating with the River Medlock and at distances (measured in a south-westerly direction) varying from 15 yards or thereabouts to 110 yards or thereabouts from the southern corner of the bridge carrying Clayton Vale Lane over that river together with a weir across such river 49 yards or thereabouts from the said bridge (measured down the river) with power for the Corporation to regulate and improve the bed of the river between such settling pond and Work No. 6.

Public Health Act to apply to main drainage works.

34. For the purposes of the construction and maintenance of the main drainage works by this Part of this Act authorised the Corporation may exercise all or some of the powers and be entitled to the benefit of the provisions of the Public Health Acts as if all such works were situate within the city and were constructed under the provisions of those Acts and the main drainage works outside the city shall be deemed to be sewers of the Corporation under the Public Health Acts and be vested in the Corporation.

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Corporation may acquire easements only in certain cases.

35.—(1) The Corporation (in lieu of acquiring any lands for the purposes of the works authorised by this Part of this Act) may acquire such easements only in such lands as they may require for such purposes and may give notice to treat in respect of such easements describing the nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the Corporation have acquired easements only under the provisions of this section the Corporation shall not be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall subject to such easements have the same rights to use (but not to erect any building over any sewer) and cultivate the surface of the said lands at all times as if this Act had not passed.

(3) Nothing in this section contained shall authorise the Corporation to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Corporation to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this provision.

Period for completion of works.

36. If the main drainage works authorised by this Part of this Act and shown on the deposited plans and sections or any part or parts thereof are not completed within ten years from the passing of this Act then on the expiration of that period the powers by this Part of this Act granted to the Corporation for making those works shall cease as to such of them or so much thereof respectively as are not then completed Provided that the Corporation may extend enlarge alter reconstruct renew or remove any of the works as and when occasion may require.

Limits of deviation.

37. In the construction of the main drainage works by this Part of this Act authorised the Corporation may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards and ten feet downwards.

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Prohibiting connections with main drainage works.

38. Notwithstanding the powers contained in the Public Health Acts or in any other Act no person shall be entitled to cause any sewer or drain to communicate with the main drainage works authorised by this Part of this Act except with the consent or authority of the Corporation under their common seal or under the hand of the town clerk.

For protection of Stretford Gas Company.

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:—

(1) The cost of constructing providing and laying or relaying and repairing any gas mains pipes or apparatus in substitution for any mains pipes or apparatus belonging to the gas company which may be displaced disturbed injured or rendered unfit for use by or in consequence of any of the works authorised by this Part of this Act and the value of any mains pipes or apparatus belonging to the gas company rendered unfit for use or unproductive to the gas company by any of the works authorised by this Part of this Act shall on demand and subject to credit being given for the value of the aforesaid mains pipes or apparatus so rendered unfit for use or unproductive 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:

(2) If by reason or in consequence of any of the works authorised by this Part of this Act it shall become necessary to lower or raise relay or alter the position of any main or pipe or apparatus of the gas company such lowering raising relaying or alteration of position shall be carried out by the gas company at the expense of the Corporation The question whether any such main or pipe or apparatus requires to be lowered raised or relaid or the position thereof altered 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

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subsection shall be determined in accordance with the provisions of subsection (4) of this section:

(3) The Corporation shall be answerable for all accidents damages losses 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 authorised by this Part of this Act and shall save harmless the gas company and their officers and servants from all losses damages and costs in respect of such accidents damages or injuries:

(4) 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 President of the Institution of Civil Engineers on the application of the gas company or the Corporation and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference:

(5) The gas company and the Corporation may by agreement under seal alter or modify any of the provisions of this section.

For protection of Lancashire and Yorkshire Railway Company.

40. The following provisions for the protection of the Lancashire and Yorkshire Railway Company (in this section referred to as "the company") shall notwithstanding anything in this Part of this Act contained apply and have effect except in so far as may be otherwise agreed between the company and the Corporation (that is to say):—

(1) The construction of the main drainage works (Works Nos. 5 6 and 15) by this Part of this Act authorised in or under any railways or other property of the company and any works of maintenance repair and renewal of such works other than urgent repairs in case of accident (all of which works are hereinafter referred to as "the said works") shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the company and according to plans sections and specifications to be submitted to and reasonably approved by him before

any such works are commenced or in the event of any dispute or difference between such engineer and the engineer of the Corporation then in such manner as shall be settled by arbitration as hereinafter provided 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 company of their intention to commence the said works (such time being except in cases of emergency not less than one month 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 approval or disapproval of or state his requirements with respect to such plans sections or specifications within one month after they have been submitted to him he shall be deemed to have approved thereof:

(2) The said works 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 or other property of the 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 company in respect thereof:

(3) The Corporation shall bear and on demand pay to the company all expenses of the employment by the company of a sufficient number of inspectors watchmen and flagmen to be appointed by the company for watching their railway property and works with reference to and during the execution of the said works:

(4) Notwithstanding anything contained in this Part of this Act or shown on the deposited plans and sections the Corporation shall not (except with the previous consent in writing of the company) acquire any land or property of the company but the Corporation may purchase and take and the company shall at the request of the Corporation sell and grant an easement or right of using so much of the lands of the company as may be necessary for the construction of the said works in or under the railways and other property of the company and the Corporation shall

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pay to the company in respect of any such easement or right such sum as shall in case of dispute be determined by arbitration under and in accordance with the provisions of the Lands Clauses Acts with respect to the settlement of cases of disputed compensation under those Acts:

(5) Notwithstanding anything in this Part of this Act contained the Corporation shall be responsible for and make good to the 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 or in consequence of the execution or failure of the said works or any of them or by any act or omission of the Corporation or any persons in their employment or their contractors agents or others and the Corporation shall effectually indemnify and hold harmless the company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission:

(6) If any difference shall arise between the Corporation and the company or their respective engineers under this section such difference shall (except where the determination thereof is otherwise provided for) be referred to and determined by an engineer failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Corporation or the company and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Great Central Railway Company.

41. The following provisions for the protection of the Great Central Railway Company (hereinafter referred to as "the company") shall unless otherwise agreed between the Corporation and the company apply and have effect (that is to say):—

(1) The sewers by this Part of this Act authorised and which are described as Work No. 5 Work No. 6 Work No. 7 and Work No. 10 respectively in the section of this Act whereof the marginal note is "Main drainage works" (which together with all works junctions connections sewers drains and conveniences connected therewith are in this section referred to as "the sewers") where the same shall

be carried under or across any railways canal or other property of the company shall for the entire length across such railways canal or property of the company be constructed according to plans and sections and specifications (both in regard to temporary and permanent works) to be previously submitted to and reasonably approved by the engineer for the time being of the company Provided that if for one month after such plans sections and specifications shall have been submitted to such engineer he shall have failed to give notice to the Corporation of his objections thereto he shall be deemed to have approved thereof and all such works and all maintenance repairs and renewals thereof shall be done and executed by the Corporation to the reasonable satisfaction and in all respects under the superintendence of the said engineer and at such times as he shall approve and in all things at the expense of the Corporation and whenever any such works maintenance repairs or renewals are constructed they shall be so constructed executed and maintained that the said railways or canal or any of the works thereof respectively shall not be injured nor the traffic upon the said railways or canal in any way impeded:

(2) Before the commencement of the said sewers under or within a distance of fifty feet from the property of the Company any temporary works which may in the opinion of the engineer of the company be reasonably necessary to ensure the stability of their railway or canal property may and shall be carried out by the company and the expense thereof shall forthwith be repaid by the Corporation to the company:

(3) During the construction of the works under across or within a distance of fifty feet from the property of the company the engineer of the company and his assistants shall have free access to the proposed sewers and every facility shall be afforded him or his assistants for inspecting them and if any further temporary or permanent works are in the engineer's opinion reasonably required to ensure the stability of the railway or canal property such works shall be carried out by the company for the Corporation at the expense

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of the Corporation and pending the completion of such works which shall be proceeded with by the company with all reasonable despatch the construction of the sewer within the above-named limits shall if required be stopped Provided that without the consent of the said engineer no blasting shall be permitted in constructing the proposed works within the limits hereinbefore described:

(4) If by reason of any works or proceedings of the Corporation or of their contractors or workmen or the failure leakage or bursting of the said sewers the said railways or canal or any of the works or lands thereof shall be injured or damaged such injury or damage shall forthwith be made good by the Corporation at their expense and to the reasonable satisfaction of the said engineer and in the event of their failing so to do or in case of emergency the company may make good the same and recover the reasonable expense thereof from the Corporation and if any interruption shall be caused to the traffic on the said railways or canal by reason of any works of the Corporation or of any such failure leakage or bursting as aforesaid the Corporation shall make good and repay to the company any loss damage or expense which they may sustain or be put to by reason of the construction or failure of the said sewers or in respect of the interruption to the traffic on the said railways or canal:

(5) The Corporation shall not without the consent in writing of the company under their common seal purchase take enter upon or use temporarily or permanently any lands property or works of the company or any estate right or easement privilege or authority in over or upon the same respectively or alter vary or interfere with the said railways or canal or any of the works thereof or thereto appertaining except that the Corporation may purchase and the company may and shall sell and grant to the Corporation such an easement or right as may be necessary for carrying the sewers under the said railways or canal according to the provisions hereinbefore prescribed and for repairing maintaining and renewing the same at such crossing

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 and the easement or right so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purpose of any arbitration:

(6) The Corporation shall bear and on demand pay to the company the reasonable expense of the employment by them during the construction maintenance repair or renewal of the said sewers under or over the said railways canal and property of the company of a sufficient number of inspectors signalmen or watchmen for inspecting and watching the said railways canal and works and the conduct of the traffic thereon with reference to and during the construction maintenance repair or renewal of the said sewers 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:

(7) In case of any dispute arising between the Corporation and the company touching any of the matters referred to in this section such difference shall unless otherwise provided for be determined by an arbitrator to be appointed (unless otherwise agreed upon) upon application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of Great Central and North Western Railways Joint Committee.

42. The following provisions for the protection of the Great Central and North Western Railways Joint Committee (hereinafter referred to as "the committee") shall unless otherwise agreed between the Corporation and the committee apply and have effect (that is to say):—

(1) The sewers by this Part of this Act authorised and which are described as Work No. 2 Work No. 3 Work No. 4 and Work No. 9 respectively in the section of this Act whereof the marginal note is "Main drainage works" (which together with all works junctions connections sewers drains and conveniences connected

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therewith are in this section referred to as "the sewers") where the same shall be carried under or across the Manchester South Junction and Altrincham Railway of the committee shall for the entire length across the said railway and lands of the committee be constructed according to plans and sections and specifications (both in regard to temporary and permanent works) to be previously submitted to and reasonably approved by the engineer for the time being of the committee Provided that if for one month after such plans sections and specifications shall have been submitted to such engineer he shall have failed to give notice to the Corporation of his objections thereto be shall be deemed to have approved thereof and all such works and all maintenance repairs and renewals thereof shall be done and executed by the Corporation to the reasonable satisfaction and in all respects under the superintendence of the said engineer and at such times as he shall approve and in all things at the expense of the Corporation and whenever any such works maintenance repairs or renewals are constructed they shall be so constructed executed and maintained that the said railway or any of the works thereof respectively shall not be injured nor the traffic upon the said railway in any way impeded:

(2) Before the commencement of the said sewers under or within a distance of fifty feet from the property of the committee any temporary works which may in the opinion of the engineer of the committee be reasonably necessary to ensure the stability of their railway property may and shall be carried out by the committee and the expense thereof shall forthwith be repaid by the Corporation to the committee:

(3) During the construction of the works under across or within a distance of fifty feet from the property of the committee the engineer of the committee and his assistants shall have free access to the proposed sewers and every facility shall be afforded him or his assistants for inspecting them and if any further temporary or permanent works are in the engineer's opinion reasonably required to ensure the stability of the railway property such works shall be carried out by the com-

mittee for the Corporation at the expense of the Corporation and pending the completion of such works which shall be proceeded with by the committee with all reasonable despatch the construction of the sewer within the above-named limits shall if required be stopped Provided that without the consent of the said engineer no blasting shall be permitted in constructing the proposed works within the limits hereinbefore described:

(4) If by reason of any works or proceedings of the Corporation or of their contractors or workmen or the failure leakage or bursting of the said sewers the said railway or any of the works or lands thereof shall be injured or damaged such injury or damage shall forthwith be made good by the Corporation at their expense and to the reasonable satisfaction of the said engineer and in the event of their failing so to do or in case of emergency the committee may make good the same and recover the reasonable expense thereof from the Corporation and if any interruption shall be caused to the traffic on the said railway by reason of any works of the Corporation or of any such failure leakage or bursting as aforesaid the Corporation shall make good and repay to the committee any loss damage or expense which they may sustain or be put to by reason of the construction or failure of the said sewers or in respect of the interruption to the traffic on the said railway:

(5) The Corporation shall not without the consent in writing of the committee under their common seal purchase take enter upon or use temporarily or permanently any lands property or works of the committee or any estate right or easement privilege or authority in over or upon the same respectively or alter vary or interfere with the said railway or any of the works thereof or thereto appertaining except that the Corporation may purchase and the committee may and shall sell and grant to the Corporation such an easement or right as may be necessary for carrying the sewers under the said railway according to the provisions hereinbefore prescribed and for repairing maintaining and renewing the same at such crossing The amount to

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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 and the easement or right so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purpose of any arbitration:

(6) The Corporation shall bear and on demand pay to the committee the reasonable expense of the employment by them during the construction maintenance repair or renewal of the said sewers under or over the said railway and property of the committee of a sufficient number of inspectors signalmen or watchmen for inspecting and watching the said railway and works and the conduct of the traffic thereon with reference to and during the construction maintenance repair or renewal of the said sewers 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:

(7) In case of any dispute arising between the Corporation and the committee touching any of the matters referred to in this section such difference shall unless otherwise provided for be determined by an arbitrator to be appointed (unless otherwise agreed upon) upon application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of Cheshire Lines Committee.

43. The following provisions for the protection of the Cheshire Lines Committee (in this section referred to as "the committee") shall unless otherwise agreed between the Corporation and the committee apply and have effect (that is to say):—

(1) In this section the following expressions have the meanings hereinafter specified (namely):—

"The sewers" means the sewers by this Part of this Act authorised together with all works junctions connections sewers mains and conveniences connected therewith;

"The existing sewer" means the main outfall sewer of the Corporation constructed under the sanction of the Local Government Board dated the 16th day of March 1889 and numbered 24171;

"The referee" means William Barton Worthington M.Inst.C.E. or in the case of the referee's death or inability to act under this section an engineer to be appointed on the application of the Corporation and the committee or of either of them by the President of the Institution of Civil Engineers:

(2) The Corporation shall so construct and maintain the sewers as to prevent any interference with the free and uninterrupted passage of traffic to from and over the railway and works of the committee except such temporary interference as may be reasonably necessary in the opinion of the referee and the construction and all maintenance repairs and renewals of the sewers shall be executed by the Corporation to the reasonable satisfaction and in all respects under the superintendence of the engineer of the committee:

(3) The sewers shall be constructed and maintained under the railway and lands of the committee on such centre lines and in all respects in such manner as shall be agreed between the Corporation and the committee or in case of difference as may be determined by the referee to whom shall be referred any other matter in difference between the Corporation and the committee under this section and his decision on all points concerning the centre lines or the method of construction or maintenance of the sewers and all other matters referred to his arbitration under this section shall be final and binding Provided that such centre lines shall not be placed nearer to the existing sewer than is shown on the deposited plans:

(4) In the event of the committee claiming that the sewer described in this Part of this Act as Work No. 3 should not be carried under and across the railway of the committee until the tunnel of the railway at or near the crossing has been opened out it shall be referred to the referee to determine the question of the necessity or otherwise of such opening out and

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if he decides that such opening out is necessary he shall prescribe the works proper to be executed in the course of such opening out Provided that in the event of the Corporation desiring that the tunnel should be restored again after the completion of the sewers it shall be so restored The work of opening out and (if required) of restoring such tunnel as aforesaid shall be executed by the committee at the cost of the Corporation:

(5) The Corporation shall bear and on demand pay to the committee the cost they may incur by reason of the construction of the sewers and the execution of any works which may be ordered by the referee under the preceding subsections of this section and the cost of any temporary or permanent works or timbering which may be necessary for supporting the railway sidings and works of the committee while the works authorised by this Part of this Act are being constructed or maintained by the Corporation and the expense of the employment by the committee during the execution of any work affecting the railway sidings works lands and property 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 all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Corporation or their contractors:

(6) The Corporation shall acquire only such an easement across over or under the railway sidings and works lands or property of the committee as may be necessary for constructing and maintaining the sewers and shall pay to the committee for any such easement to be acquired by them such a sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845:

(7) The committee shall at all times hereafter be at liberty to lay down and construct any railways or railway sidings over or upon the sewers when constructed

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and over or upon the existing sewer and for those purposes shall be at liberty to call upon the Corporation at the cost of the committee to alter the position of any manholes (which alterations may be necessary for the purposes of such railways or railway sidings) and the committee shall bear and on demand pay to the Corporation the amount of such cost:

(8) In the event of the committee desiring hereafter to construct any railway sidings upon or over the sewer described in this Part of this Act as Work No. 2 or upon or over the existing sewer they shall be at liberty to do so Provided that before constructing any such railway sidings the committee shall execute at the cost of the committee such works for the protection of the existing sewer as shall be agreed between the Corporation and the committee or failing agreement as shall be prescribed by the referee Provided also that if at the time when the committee propose to construct such railway sidings the referee shall certify that in his opinion the existing sewer is in a defective condition the Corporation shall at their own expense and to the satisfaction of the referee put the existing sewer in a sound state of repair so far as the same shall underlie the site of such railway sidings Provided lastly that nothing herein shall affect the liability of the committee under section 18 of the Manchester Sheffield and Lincolnshire Railway Act 1896:

(9) Subject to the provisions of this section the Arbitration Act 1889 shall apply to any reference under this section.

For protection of London and North Western Railway Company.

44. The following provisions for the protection of the London and North Western Railway Company (hereinafter referred to as "the company") shall unless otherwise agreed between the Corporation and the company apply and have effect (that is to say):—

(1) The sewers by this Part of this Act authorised being Works Nos. 4 8 11 11A and 12 respectively (which together with all works junctions connections sewers drains and conveniences connected therewith are in this section referred to as "the sewers") where the

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same shall be carried under or across the London and North Western Railway shall for the entire length across the said railway and lands of the company be constructed according to plans and sections and specifications (both in regard to temporary and permanent works) to be previously submitted to and reasonably approved by the engineer for the time being of the company Provided that if for one month after such plans sections and specifications shall have been submitted to such engineer he shall have failed to give notice to the Corporation of his objections thereto he shall be deemed to have approved thereof and all such works and all maintenance repairs and renewals thereof shall be done and executed by the Corporation to the reasonable satisfaction and in all respects under the superintendence of the said engineer and at such times as he shall approve and in all things at the expense of the Corporation and whenever any such works maintenance repairs or renewals are constructed they shall be so constructed executed and maintained that the said railway or any of the works thereof respectively shall not be injured nor the traffic upon the said railway in any way impeded:

(2) Before the commencement of the said sewers under or within a distance of fifty feet from the property of the company any temporary works which may in the opinion of the engineer of the company be reasonably necessary to ensure the stability of their railway property may and shall be carried out by the company for the Corporation and the costs thereof and any expenses incurred in connection therewith shall forthwith be repaid by the Corporation to the company:

(3) During the construction of the works under across or within a distance of fifty feet from the property of the company the engineer of the company and his assistants shall have free access to the proposed sewers and every facility shall be afforded him or his assistants for inspecting them and if any further temporary or permanent works are in the engineer's opinion reasonably required to ensure the stability of the railway property such works shall be carried out by the Corporation at their own expense and pending the completion

of such works the construction of the sewer within the above-named limits shall if required be stopped Provided that without the consent of the said engineer no blasting shall be permitted in constructing the proposed works within the limits hereinbefore described and such works shall be carried out under compressed air if in the opinion of the engineer it may or shall be necessary to do so:

(4) If by reason of any works or proceedings of the Corporation or of their contractors or workmen or the failure leakage or bursting of the said sewers the said railway or any of the works or lands thereof shall be injured or damaged such injury or damage shall forthwith be made good by the Corporation at their expense and to the reasonable satisfaction of the said engineer and in the event of their failing so to do or in case of emergency the company may make good the same and recover the reasonable expense thereof from the Corporation and notwithstanding the approval of the said plans sections and specifications by the said engineer or any superintendence as aforesaid by the said engineer or anything in this Act contained the Corporation shall be responsible for and make good to the company all costs losses damages and expenses which may be occasioned to the company 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 works or of any act or omission of the Corporation or of any of the persons in their employ or of their contractors and the Corporation will effectually indemnify and hold harmless the company from all claims or demands upon or against the company by or by reason of such execution or failure or of such act or omission:

(5) The Corporation shall not without the consent in writing of the company under their common seal purchase take enter upon or use temporarily or permanently any lands property or works of the company or any estate right or easement privilege or authority in over or upon the same respectively or alter vary or interfere with the said railway or any of the works thereof or thereto appertaining except that the

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Corporation may purchase and the company may and shall sell and grant to the Corporation such easements or rights (if any) as may be necessary for carrying the sewers under the said railway according to the provisions hereinbefore prescribed and for repairing maintaining and renewing the same at such crossing 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 and the easement or right so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purpose of any arbitration :

(6) The Corporation shall bear and on demand pay to the company the reasonable expense of the employment by the company during the construction maintenance repair or renewal of the said sewers under the said railway and property of the company of a sufficient number of inspectors signalmen or watchmen for inspecting and watching the said railway and works and the conduct of the traffic thereon with reference to and during the construction maintenance repair or renewal of the said sewers 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 :

(7) In case of any dispute arising between the Corporation and the company touching any of the matters referred to in this section such difference shall unless otherwise provided for be determined by an arbitrator to be appointed (unless otherwise agreed upon) upon application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of Rochdale Canal Company.

45. The following provisions for the protection of the Rochdale Canal Company (hereinafter referred to as "the company") shall unless otherwise agreed between the Corporation and the company apply and have effect (that is to say) :—

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(1) The sewers by this Part of this Act authorised and which are described in the section of this Act whereof the marginal note is "Main drainage works" (which together with all works junctions connections sewers drains and conveniences connected therewith are in this section referred to as "the sewers") where the same shall be carried under the canal of the company shall for the entire length across the said canal and lands of the company be constructed according to plans and sections and specifications to be previously submitted to and reasonably approved by the engineer for the time being of the company Provided that if for one month after such plans sections and specifications shall have been submitted to such engineer he shall have failed to give notice to the Corporation of his objections thereto he shall be deemed to have approved thereof and all such works and all maintenance repairs and renewals thereof shall be done and executed by the Corporation to the reasonable satisfaction and in all respects under the superintendence of the said engineer and at such times as he shall approve and in all things at the expense of the Corporation and whenever any such works maintenance repairs or renewals are constructed they shall be so constructed executed and maintained that the said canal or any of the works thereof respectively or the bridge by which Great Ancoats Street is carried over the canal shall not be altered interfered with or injured nor the traffic upon the said canal in any way impeded:

(2) If by reason of any works or proceedings of the Corporation or of their contractors or workmen or the failure leakage or bursting of the sewers the said canal or any of the works or lands thereof or the bridge by which Great Ancoats Street is carried over the canal shall be injured or damaged such injury or damage shall forthwith be made good by the Corporation at their expense and to the reasonable satisfaction of the said engineer and in the event of their failing so to do or in case of emergency the company may make good the same and recover the reasonable expense thereof from the Corporation and the Corporation shall also make good and repay to

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the company any loss damage or expense which they may sustain or be put to by reason of any such works or proceedings or the construction failure leakage or bursting of the sewers and in respect of any interruption to the traffic on the said canal which may be caused thereby respectively:

(3) In case of any dispute arising between the Corporation and the company touching any of the matters referred to in this section such difference shall unless otherwise provided for be determined by an arbitrator to be appointed (unless otherwise agreed upon) upon application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of Manchester Ship Canal Company.

46. The following provisions for the protection of the Manchester Ship Canal Company (in this section referred to as "the canal company") shall notwithstanding anything in this Act contained apply and have effect except in so far as may be otherwise agreed in writing between the canal company and the Corporation:—

(1) The construction and laying of the sewers by this Part of this Act authorised and which are described as Work No. 2 and Work No. 9 respectively in the section of this Act whereof the marginal note is "Main drainage works" (all of which sewers together with all works junctions connections sewers drains and conveniences connected therewith so far as the same are in under along or across any canals works or other property of the canal company are in this section referred to as "the sewerage works") shall (both in regard to permanent and temporary works) be done under the superintendence and to the reasonable satisfaction of the chief engineer for the time being of the canal company (in this section called "the chief engineer") and according to plans sections and specifications to be submitted to and reasonably approved by him before the sewerage works are commenced:

(2) The sewerage works shall be constructed by and in all things at the cost of the Corporation with all reasonable despatch after their commencement and in such

manner in all respects as not to cause any damage or injury to the canals works or other property of the canal company or any substantial interruption to or interference with the use and enjoyment thereof or the conveyance of traffic thereon by the canal company or by any other person or persons for the time being entitled to use and enjoy the same and if any such damage injury interruption or interference as aforesaid shall arise or be occasioned the Corporation shall make compensation therefor:

(3) The sewerage works shall be constructed and at all times thereafter maintained of such strength as will enable the canal company and all persons authorised by them to construct maintain and use when and as they may from time to time require without extra cost such roads railways railway junctions and other works (but excluding buildings) along over or across the line of the sewerage works or any part or parts thereof as they may think fit:

(4) The Corporation shall bear and on demand pay to the canal company all expenses of employment by them of a sufficient number of inspectors watchmen and flagmen to be appointed by the canal company for watching and regulating the traffic upon their canals works and property with reference to and during the construction repair or maintenance of the sewerage works:

(5) The respective sills of the chamber discharging into Work No. 9 and of the Trafford storm water sewer and of the storm overflow sewer belonging to the Corporation at Mode Wheel shall (notwithstanding anything to the contrary in any existing agreements) be constructed and at all times maintained at such levels and in such manner as will prevent sewage from being discharged or allowed to flow therefrom into the River Irwell or the canals or docks of the canal company unless and until such sewage has been so diluted with rainfall or storm water that the combined volume shall be at least seven times the volume of sewage alone Work No. 9 shall not at any time after the construction thereof be used for any purpose other than as a storm water overflow:

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(6) The Corporation shall contemporaneously with the construction of Work No. 9 construct and complete at their own expense Work No. 16 and keep the same in working order so that in times of flood so far as reasonably practicable all detritus or eroded material may be intercepted thereby:

(7) The Corporation shall in connection with Work No. 9 provide at a convenient point at or near the point marked (*c*) on the deposited plans an inspection chamber in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the chief engineer:

(8) The canal company shall contemporaneously with the construction of Work No. 9 in consideration of a sum of money to be paid to the canal company by the Corporation as the cost of the work (such sum to be agreed between the canal company and the Corporation or failing agreement to be settled by arbitration) form in the rock bed of the River Irwell in accordance with plans and sections to be submitted to and reasonably approved by the city surveyor a channel leading from the outlet of Work No. 9 to the end of the Cornbrook Channel in such river so as to direct the flow of storm water from such work into the said Cornbrook Channel:

(9) From and after the completion of such of the main drainage works by this Part of this Act authorised as will enable the use of the existing overflows of the respective sewers belonging to the Corporation situate in Oxford Road ("Q" sewer overflow) Water Street and Victoria Street in the city of Manchester respectively to be dispensed with such existing overflows shall be wholly disused except as "safety valves" for the discharge of storm water only in cases of emergency and no sewage shall thereafter be allowed to flow from the sewer overflows belonging to the Corporation in Whitworth Street Ardwick Green North and Heald Place in the city of Manchester unless and until such sewage has been so diluted with rainfall or storm water that the combined volume shall be at least seven times the volume of sewage alone:

(10) For the purpose of ascertaining the volume of sewage flowing or passing down each and every of the sewers and storm overflow sewers respectively referred to in subsections (5) and (9) of this section and in respect of which a minimum degree of dilution is prescribed by this section the volume of sewage so flowing or passing as aforesaid on any day of twenty-four hours shall be taken as being equal to the average quantity of water supplied by the Corporation whether for domestic or trade purposes on such day of twenty-four hours to each person within the area of supply of the Corporation multiplied by the number of persons respectively contributing to the sewage above each of such sewers and storm overflow sewers and the Corporation shall when and as may be reasonably required by the canal company supply such information as may be necessary to enable the canal company to make any calculation required by them for the purposes of this subsection :

(11) The Corporation shall at their own expense from and at all times after the construction thereof maintain and keep (*a*) Work No. 9 (*b*) such portions of Work No. 2 as are in upon or under the canals works or property of the canal company (*c*) Work No. 16 and (*d*) the inspection chamber referred to in subsection (7) of this section and all works necessary for the proper working of the aforesaid works in good and substantial repair and condition to the reasonable satisfaction of the canal company and so far as the aforesaid works are in upon or under the canals works and property of the canal company under the superintendence of the chief engineer and it shall be lawful for the canal company and all persons authorised by them from time to time during the construction of the aforesaid works and at all reasonable times thereafter to inspect and have free access to such works or any or either of them when and as they may think fit and if upon any such inspection as aforesaid any defects or wants of repair shall be then and there found and notice thereof in writing shall be given to the Corporation then and in every such case the Corporation will forthwith commence to execute and make good such defects and wants of repair and will complete the

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same with all reasonable despatch and in default thereof it shall be lawful for the canal company (so far as regards any defects or wants of repair in or under the canals of the canal company) but without prejudice to their other rights and remedies to execute and make good such defects and wants of repair and the sum from time to time certified by the chief engineer to be the reasonable amount of the costs of and attending making good such defects and wants of repair shall be repaid by the Corporation to the canal company on demand All works of repair or renewal of the aforesaid works (*a*) (*b*) (*c*) and (*d*) or any or either of them shall be so carried out by the Corporation that the traffic upon the canals works or property of the canal company shall not be in any way substantially impeded or interfered with :

(12) Notwithstanding anything to the contrary in this Act or at law the sewage tank in the Foreign Animals Wharf in Trafford Wharf Road Stretford (which wharf belongs to the Corporation and is in lease to the canal company) and the iron pipe or rising main leading from such tank to the existing outfall sewer of the Corporation within the premises of the British Westinghouse Company Limited and the pipe or drain which conveys sewage from the premises of the Manchester Dry Docks Company Limited to such tank shall not (during the subsistence of such lease without the consent of the canal company and the Corporation and after the determination of such lease without the consent of the Corporation) be used for any other purpose than the reception and transmission of sewage from the said Foreign Animals Wharf and from the premises of the Manchester Dry Docks Company Limited :

(13) Notwithstanding anything in this Act contained the Corporation shall be responsible for and make good to the canal company all losses damages costs and expenses which may be occasioned to them or to any of their canals works or property by or in consequence of the construction maintenance or failure of the sewerage works or by any act or omission of the Corporation or any persons in their employment or

their contractors or agents and the Corporation shall effectually indemnify and hold harmless the canal company from all claims and demands which they may sustain or incur by reason or in consequence of such construction maintenance or failure or of such act or omission:

(14) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Corporation shall not acquire compulsorily under the powers of this Act for the purposes of this Part of this Act any land or property of the canal company but the Corporation may purchase and acquire for such purposes and the canal company shall if so required by the Corporation sell and grant accordingly such perpetual or other easements or rights in through or under so much of the lands belonging to or in lease to the canal company as may be necessary for the construction and maintenance of the sewerage works in accordance with the deposited plans and sections The consideration to be paid by the Corporation to the canal company for the acquisition of such easements or rights as are referred to in this subsection shall be ascertained in case of difference in the manner prescribed by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement and the easements or rights so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purpose of any arbitration:

(15) Where under the provisions of this section plans sections or specifications are required to be submitted to the chief engineer for his reasonable approval the chief engineer shall be deemed to have approved thereof unless within one month after such submission he shall in writing have intimated to the Corporation his disapproval of such plans sections and specifications or have made any requirement with respect thereto Any difference arising between the chief engineer and the Corporation with respect to any such plans sections or specifications as aforesaid shall be determined by arbitration in accordance with the provision hereinafter contained:

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(16) If any difference shall arise between the Corporation and the canal company or their respective engineers (the settlement whereof is not otherwise provided for) touching any of the matters referred to in this section or anything to be done or not to be done thereunder such difference shall be referred to and determined by an engineer to be nominated by such respective engineers or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of the Corporation or the canal company and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

For protection of Stretford Urban District Council.

47. The following provisions for the protection of the Stretford Urban District Council (in this section referred to as "the Stretford Council") shall notwithstanding anything in this Act contained apply and have effect except in so far as may be otherwise agreed in writing under seal between the Stretford Council and the Corporation:—

(1) The construction of the sewers by this Part of this Act authorised under the streets and highways of the district of the Stretford Council (in this section referred to as "the Stretford district") shall be done to the reasonable satisfaction of the Stretford Council and according to plans and sections to be submitted to and reasonably approved by the Stretford Council before any such works are commenced Provided that if for one month after such plans and sections shall have been submitted to the Stretford Council they shall not have expressed their approval or disapproval of the said plans and sections they shall be deemed to have approved thereof Provided further that as far as the said sewers may be constructed in any street or highway the same shall be constructed under the supervision and to the reasonable satisfaction of the Stretford Council who shall have the right at all reasonable times during construction to inspect the same:

(2) The said sewers within the Stretford district shall be executed by the Corporation in such manner as not to cause any injury to the roads sewers drains or property of the Stretford Council or interruption to

or interference with the passage or conduct of the traffic in the highways of the Stretford district except in so far as is reasonably necessary:

(3) The Corporation shall at all times maintain to the reasonable satisfaction of the Stretford Council the said sewers under the streets and highways of the Stretford district in substantial repair and good order:

(4) Notwithstanding anything in this Act contained the Corporation shall be responsible for and make good to the Stretford Council all losses damages costs and expenses which may be occasioned to them or to any of their roads sewers drains or property by reason of the execution or failure of the said sewers within the Stretford district or by any act or omission of the Corporation or of their contractors agents or servants and the Corporation shall indemnify the Stretford Council from all claims and demands upon or against them by reason of such execution or failure or of such act or omission:

(5) When and so soon as the Corporation shall have constructed and brought into operation the sewers designated Work No. 1 Work No. 2 and Work No. 3 respectively authorised by this Part of this Act the Stretford Council shall have the right to discharge and the Corporation shall permit the discharge of the whole of the sewage and drainage from the area (being portion of the Stretford district) containing one thousand six hundred and thirty-six acres or thereabouts shown and described in a plan four copies of which have been signed by the Most Honourable Frederick William Fane Hervey Marquess of Bristol the Chairman of the Committee of the House of Lords to which the Bill for this Act was referred and are respectively deposited in the Parliament Office of the House of Lords in the Private Bill Office of the House of Commons with the town clerk at his office and with the clerk of the Stretford Council at his office (which area is known and is in this section referred to as "the Stretford Northern Drainage Area") into the whole or any of the following sewers of the Corporation within the Stretford Northern Drainage Area namely:—

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(*a*) The existing sewers authorised by order of the Local Government Board dated the sixteenth day of March one thousand eight hundred and eighty-nine and numbered 24171;

(*b*) The sewers authorised by Part IV. of the Manchester Corporation Act 1908 if and when constructed;

(*c*) The sewers authorised by Part V. of the Manchester Corporation Act 1909 if and when constructed;

(*d*) The sewers constructed by or vested in the Corporation under or by this Act; and

(*e*) Any other duly authorised sewers for the time being of the Corporation;

(all of which sewers (*a*) (*b*) (*c*) (*d*) and (*e*) are in this section referred to as "the Corporation sewers in the Stretford Northern Drainage Area") Provided always that nothing herein contained shall be deemed to authorise any contravention of or deviation from any statutory or contractual conditions or provisions for the time being applicable to the Corporation sewers in the Stretford Northern Drainage Area or any of them without the consent in writing under seal of the persons (including the Corporation the Stretford Council and the Manchester Ship Canal Company) at whose instance or for whose protection such conditions and provisions were or shall be enacted or accepted:

(6) The sewers and drains of the Stretford Northern Drainage Area shall be connected with the Corporation sewers in the Stretford Northern Drainage Area at such convenient points as the Corporation may reasonably require and so far as the same will involve any interference with the Corporation sewers in the Stretford Northern Drainage Area the necessary connections shall be executed by the Corporation at the cost of the Stretford Council in accordance with plans and sections to be previously submitted by the Stretford Council to and approved by the Corporation Provided that such of the sewers and drains of the Stretford Northern Drainage Area as shall be interfered with by the Corporation sewers in the Stretford Northern

Drainage Area shall be made good and connected with the Corporation sewers in the Stretford Northern Drainage Area by and at the expense of the Corporation and to the reasonable satisfaction of the Stretford Council and in accordance with plans to be previously approved by them Provided that if for one month after any plans and sections shall have been submitted to the Corporation or to the Stretford Council under this subsection either of them to whom such plans and sections shall be so submitted shall not have expressed their approval or disapproval of the said plans and sections they shall be deemed to have approved thereof:

(7) From and after the passing of this Act and as between the Stretford Council and the Corporation the Stretford Council shall be free from any further obligation or liability for the disposal of sewage and drainage from the Stretford Northern Drainage Area or in connection therewith but nothing herein contained shall impose upon the Corporation any responsibility for the internal drainage of any part of the Stretford district Provided always that the Stretford Council shall and will from time to time (so far as the Public Health Acts and the powers of the Stretford Council shall admit) adopt and enforce regulations for the admission of trade refuse into their sewers within the Stretford Northern Drainage Area similar in all respects to the regulations for the time being in force within the city for that purpose and all trade effluents entering the sewers of the Stretford Council within the Stretford Northern Drainage Area shall be subject to such regulations Provided also that in view of the obligations hereby undertaken by the Corporation for the reception and disposal of the sewage and drainage of the Stretford Northern Drainage Area the Trafford Storm Water Sewer of the Stretford Council which is situate in the Stretford Northern Drainage Area from its junction with the existing outfall sewer of the Corporation in Stretford to its termination at the Manchester Ship Canal immediately below the Mode Wheel Lock sluices shall vest in and become the property of the Corporation and be included in the Corporation sewers in the Stretford Northern Drainage Area and be used

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for storm water only and credit therefor shall be given to the Stretford Council by the Corporation in the payments to be determined under subsection (10) of this section:

(8) The Stretford Council shall not permit or suffer any portion of the Stretford district other than the Stretford Northern Drainage Area either directly or indirectly to drain into or otherwise be connected with the Corporation sewers in the Stretford Northern Drainage Area or any of them and no such other portion of the Stretford district shall have any right to so drain or be connected notwithstanding any provision in any public or local Act or agreement or otherwise:

(9) The Stretford Council shall afford the Corporation all reasonable facilities for constructing reconstructing renewing enlarging altering improving repairing and maintaining the Corporation sewers in the Stretford Northern Drainage Area:

(10) The Stretford Council shall in respect of each year from and after the thirty-first day of March one thousand nine hundred and twelve make to the Corporation for receiving conveying treating and disposing of the sewage and drainage of the Stretford Northern Drainage Area such annual or other payments in such manner at such times and on such principle having regard to all the circumstances of the case and to the rights powers and obligations of the Corporation and the Stretford Council under or by virtue of any now subsisting statutory or contractual conditions or provisions as may be agreed between the Corporation and the Stretford Council or as failing agreement may be determined by an arbitrator appointed by the Corporation and the Stretford Council or in case of difference as to the appointment to be appointed by the Local Government Board on the application of the Corporation and the Stretford Council or of either of them and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto:

(11) The payments to be made by the Stretford Council to the Corporation under the last preceding subsection shall from and after the thirty-first day of March

one thousand nine hundred and twelve be deemed to include and be in satisfaction of all other payments which under any statute or contract the Stretford Council shall be thereafter liable to make to the Corporation for or in respect of the reception and treatment by the Corporation of sewage and drainage from the Stretford Northern Drainage Area or any part or parts thereof and accordingly the obligations to make such other payments shall be and the same are hereby extinguished as from and after such date Provided that until the payments under subsection (10) of this section are determined the Stretford Council shall continue to make payments to the Corporation corresponding with those provided for by such existing obligations such payments to be deemed to be made and accepted on account of those provided for by such subsection (10):

(12) All payments required to be made under this section by the Stretford Council to the Corporation shall as regards annual payments be due on the twenty-fourth day of June in each year and as regards other payments be due on demand and all such payments as shall be in arrear for one calendar month after demand shall carry interest at a rate per centum per annum being five shillings higher than the rate (to be certified by the city treasurer) at which the Corporation shall for the time being be able to borrow money from the public on the credit of the city rate for a term of three years and all such payments and interest shall be deemed to be expenses incurred by the Stretford Council in execution of the Public Health Act 1875 and if at any time the Stretford Council fail to make any of such payments at the due times it shall be lawful for the Corporation to proceed to recover the same with costs from the Stretford Council and the amount thereof shall be charged on and defrayed out of the district fund and general district rate of the Stretford district in accordance with that Act:

(13) The Stretford Council may borrow on the credit of the general district rate of the Stretford district under and in accordance with the provisions contained in

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the Public Health Act 1875 any capital moneys required by the Stretford Council for the purpose of this section:

(14) In case of any dispute arising between the Corporation and the Stretford Council touching any of the matters referred to in this section such difference shall unless otherwise provided for be determined by an arbitrator to be appointed (unless otherwise agreed upon) upon application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of de Trafford Estate.

48. For the protection of the Right Honourable Mary Annette de Trafford Frederick Bartholomew Stapleton Bretherton and Charles Edmund de Trafford the present trustees of the will of the late Sir Humphrey de Trafford Baronet and for the purposes of the de Trafford Estate Act 1904 (in this section called "the trustees" which expression shall include the trustees for the time being of the said will and Act and persons claiming under or in succession to them being the owners or owner for the time being entitled to the possession or to the rack rents of the estates settled by the said will or any part thereof) the following provisions notwithstanding anything in this Act contained or shown on the deposited plans and sections and unless otherwise agreed in writing under seal between the trustees and the Corporation shall apply and have effect (that is to say):—

(1) For the purposes of this section the estates of the trustees (in this section referred to as "the settled estates") are shown as edged green on the plan (in this section referred to as "the signed plan") four copies of which have been signed by the Most Honourable Frederick William Fane Hervey Marquess of Bristol the Chairman of the Committee of the House of Lords to which the Bill for this Act was referred and are respectively deposited in the Parliament Office of the House of Lords in the Private Bill Office of the House of Commons with the town clerk at his office and with the principal agent of the trustees at his office in Manchester:

(2)—(*a*) For the purposes of the construction and maintenance of part of the sewer Work No. 1 and part of the sewer Work No. 2 by this Part of this Act authorised

and for the better protection of the existing outfall sewer of the Corporation constructed under a sanction of the Local Government Board dated the 16th day of March 1889 and numbered 24171 the trustees shall sell and the Corporation shall purchase first the lands 30 yards wide in the township of Davyhulme in the county of Lancaster which are coloured pink and marked H J and K L on the signed plan secondly the lands 30 yards wide in the township of Stretford in the said county which are coloured pink and marked L M on the signed plan and thirdly the triangular plot of land in the said township of Stretford which is coloured yellow on the signed plan subject as to so much of the said lands as are affected thereby to the easement and rights now vested in the Corporation and reserving to the trustees all mines and minerals under the said lands coloured pink and yellow below a depth of 200 yards from the surface and the trustees shall have full powers of working and getting all such mines and minerals subject to the provisions of the Public Health Act 1875 (Support of Sewers) Amendment Act 1883 (in this section referred to as "the Act of 1883"):

(*b*) The Corporation shall subject to the rights and powers of the trustees as hereinafter in this section provided lay out and maintain such lands as open spaces and shall keep the same in good order and condition and properly fenced off from the adjoining lands but the Corporation shall at all times permit the trustees and their agents servants workmen and tenants to use with or without horses or vehicles of any description any existing occupation road footpath or other right of way crossing the said lands and shall provide and maintain such gates or openings in the fences as may be required for those purposes:

(*c*) For the purposes of the construction and maintenance of part of the said sewer Work No. 2 between the points marked A and B on the signed plan and of part of the sewer Work No. 3 between the points marked C and D on the signed plan the Corporation shall not purchase or acquire any land of the trustees but the Corporation shall purchase and the trustees

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shall sell an easement or right to construct make place lay inspect repair renew enlarge and for ever maintain and use subject to the provisions of this Part of this Act the sewers Work No. 2 and Work No. 3 in the lands in the said township of Stretford coloured blue on the signed plan (being 14 yards wide between the points marked respectively A and C N and B and O and D and 7 yards wide between the points marked respectively C and N and C and O on the signed plan) and all other works or things which may reasonably be required to be constructed for the purposes of or in connection with such sewers or the maintenance use and ventilation thereof with liberty at all times of reasonable access to such lands and of entry for the purpose of inspecting making laying constructing examining regulating cleansing repairing renewing enlarging maintaining and keeping in good order and condition such sewers and works and also such right of support of and for such sewers and works as is afforded to a local authority under and in accordance with the Act of 1883:

(*d*) The Corporation shall not be required or entitled to fence off or sever the lands referred to in paragraph (*c*) of this subsection from the adjoining lands but the provisions contained in an indenture (hereinafter in this section referred to as "the said indenture") dated the fourteenth day of December one thousand eight hundred and eighty-nine and made between Sir Humphrey Francis de Trafford of the first part the said Mary Annette de Trafford of the second part the said Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton of the third part and the Corporation of the fourth part shall apply and have effect mutatis mutandis to and in relation to such easement and rights except that the trustees shall not be entitled to erect any buildings on the surface of the said lands or (save as provided in subsection (4) of this section) to construct any works thereunder below the top level of the said sewers Work No. 2 and Work No. 3 and shall not be entitled to require any additional plans and sections of the last-mentioned works or to work mines and minerals except subject to the Act of 1883:

(*e*) The price or consideration to be paid by the Corporation to and accepted by the trustees for the lands and easements to be acquired by the Corporation under this subsection shall be such as may be agreed upon between the trustees and the Corporation or failing agreement as shall be determined by arbitration under and in accordance with the provisions of the Lands Clauses Consolidation Act 1845 with respect to the taking of lands otherwise than by agreement:

(3)—(*a*) As from the date when the Corporation shall have acquired the lands and easements referred to in subsection (2) of this section the trustees shall release to the Corporation all rights vested in the trustees under or by virtue of the said indenture of erecting any building on the surface of any land forming part of the settled estates over the existing outfall sewer of the Corporation which is shown by a black line on the signed plan or within five yards on both sides of the centre line thereof between the points marked E and F on the signed plan or (save as provided in subsection (4) of this section) to construct any works between the last-mentioned points below the top level of the said existing outfall sewer within five yards on both sides of the centre line thereof or to work mines thereunder except subject to the provisions of the Act of 1883 but subject to the provisions of this section the provisions contained in the said indenture and the rights of the trustees and the Corporation thereunder in relation to the said existing outfall sewer between the said points E and F shall continue to apply and have effect as if this Act had not been passed Provided that if the trustees shall at any time after the passing of this Act acquire the land in which the said existing outfall sewer is constructed between the points marked F and G on the signed plan the Corporation and the trustees respectively shall be entitled to the same rights and powers and be subject so the same restrictions in relation to such last-mentioned land and to the said existing outfall sewer therein as if such land had formed part of the land between the said points E and F on the signed plan:

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(*b*) The Corporation shall pay to the trustees as the consideration for the release of the rights of the trustees under this subsection such sum as may be agreed upon between the Corporation and the trustees or as failing agreement shall be determined by arbitration in the manner provided by subsection (2) (*e*) of this section:

(4)—(*a*) The trustees shall be entitled to discharge into the Corporation sewers in the Stretford Northern Drainage Area as such sewers are defined by the section of this Act of which the marginal note is "For protection of Stretford Urban District Council" the whole of the sewage and drainage from any part of the settled estates situate within the Stretford Northern Drainage Area as such area is defined in that section but subject to any statutory or contractual conditions or provisions for the time being applicable to the Corporation sewers in the Stretford Northern Drainage Area or any of them Provided that all connections of the drains of the trustees with the Corporation sewers in the Stretford Northern Drainage Area shall be made at such convenient points as the Corporation may reasonably require and so far as the same will involve any interference with the Corporation sewers in the Stretford Northern Drainage Area the same shall be executed by the Corporation at the cost of the trustees:

(*b*) The trustees shall not permit or suffer any portion of the settled estates within the said township of Stretford other than within the Stretford Northern Drainage Area either directly or indirectly to drain into or otherwise be connected with the Corporation sewers in the Stretford Northern Drainage Area or any of them and no such other portion of the settled estates in such township shall have any right to so drain or be connected notwithstanding any provision in any public or local Act or agreement or otherwise:

(5)—(*a*) Between the points marked respectively H and J and K and L on the signed plan the trustees shall be entitled to discharge into the said sewer Work No. 1 and into the existing outfall sewer between those points the sewage and surface or storm water

from any part of the settled estates situate within the said township of Davyhulme to the extent of six times the average rate per twenty-four hours due to the ascertained consumption of water for domestic and trade purposes within such township the necessary connections to be made by the Corporation at the cost of the trustees and the points of connection to be such as shall be reasonably approved by the Corporation:

(*b*) As between the Corporation and the trustees the trustees shall provide at their own expense upon the settled estates within the said township of Davyhulme any storm-water culverts or other works necessary to pass off any excess above the amount of sewage and surface or storm water specified in this subsection Provided that the Corporation shall extend and if necessary enlarge during the construction of the said sewer Work No. 1 and at all times maintain to the reasonable satisfaction of the trustees the existing syphons beneath the existing outfall sewer and beneath the new sewer Work No. 1 between the points marked H and J and K and L on the signed plan Provided also that the Corporation shall not be entitled under this subsection to call upon the trustees to provide any storm-water culverts or other works which it is the duty of the Barton-upon-Irwell Rural District Council to provide:

(6) For the purposes of subsections (4) and (5) of this section the Corporation shall during the construction of the said sewers Work No. 1 Work No. 2 and Work No. 3 insert at the cost of the trustees junction blocks therein at such points and in such positions as the trustees may reasonably require:

(7) The trustees shall be entitled at any time or times to construct and maintain such number of roads tramways railways and sidings as may be reasonably necessary for the purposes of the settled estates across the land coloured pink between the points marked H and J and K and M on the signed plan and to call upon the Corporation to construct and maintain at the cost of the trustees under each of any two of such roads a syphon sewer:

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(8) All works executed by the trustees under subsections (4) (5) (6) and (7) of this section shall be carried out to the reasonable satisfaction of the Corporation and in accordance with plans and sections to be previously submitted to and reasonably approved by the Corporation Provided that if the Corporation shall not have expressed their approval or disapproval of such plans and sections for one month after the same shall have been submitted they shall be deemed to have approved thereof Provided also that no connections with the sewers of the Corporation shall be made at an angle of less than sixty degrees and no roads tramways railways or sidings shall be made so as to cross such sewers at an angle of less than forty-five degrees:

(9) The Corporation shall carry out and complete the construction of the said sewers Work No. 2 and Work No. 3 contemporaneously with the construction of the said sewer Work No. 1:

(10) If any dispute or difference shall arise between the trustees and the Corporation under this section the determination of which is not otherwise provided for such dispute or difference shall be referred to and settled by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of the trustees or of the Corporation and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of British Westinghouse Electric and Manufacturing Company Limited.

49. Notwithstanding anything contained in this Act or in any Act incorporated herewith or referred to herein Work No. 2 authorised by this Act shall not be executed in the land and premises now occupied by the British Westinghouse Electric and Manufacturing Company Limited except with the consent in writing of that company.

Corporation may make communications between private drains and their sewers on payment &c.

50. If the owner or occupier of any premises within the city desires that the sewer or drain from such premises shall be made to communicate with any sewer of the Corporation with which he is entitled to have such sewer or drain made to communicate such communication shall be made by the Corporation upon the cost or estimated cost of making the communication

being paid to the Corporation or the payment thereof to them being secured to their satisfaction and the Corporation may execute all works necessary for that purpose.

Part V.

Markets.

Markets.

51. The following provisions contained in Part II. of the schedule to the Manchester Order confirmed by the Local Government Board's Provisional Orders Confirmation (No. 8) Act 1884:—

		s.	*d.*
For potatoes when in bags 9 stones or under for each bag - -	not exceeding	0	0½
For potatoes when in bags above 9 stones and not exceeding 18 stones - - - -	not exceeding	0	1

shall be altered and have effect as if eight stones were therein inserted in two places instead of nine stones and as if sixteen stones were therein inserted instead of eighteen stones.

Part VI.

Police Regulations.

Regulation of street collections.

52. The Corporation may for the purpose of preventing obstruction in the streets with the approval of the Secretary of State make byelaws with respect to the places where and the manner in which persons may collect money in any street within the city for charitable or other purposes Any person who shall contravene any such byelaw shall be liable to a penalty not exceeding forty shillings.

Regulations as to traffic.

53.—(1) The Corporation may from time to time make regulations prescribing within the central area the routes to be taken by all vehicles or by any particular class or description of vehicles with power to prohibit or to permit on certain specified conditions either generally or during particular hours the passing of all vehicles or any particular class or description of vehicles into or along any street or part of a street.

(2) No regulation made under this section shall come into operation except with the approval of a commissioner appointed by the Secretary of State for the Home Department and the

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commissioner may approve the same with or without modifications or may disallow the same Provided that before considering any regulation the commissioner shall hold a local inquiry.

(3) Such regulations shall take effect as approved by the commissioner and shall come into force on a date to be fixed by him.

(4) The Corporation shall cause to be given at least fourteen days' notice of the intention to hold such local inquiry together with particulars of any proposed regulations by advertisement in two newspapers published or circulating in the city and otherwise in such manner as they think sufficient and shall transmit a copy of such notice to the mayor aldermen and burgesses of the borough of Salford who shall be entitled to appear and be heard at such inquiry.

(5) Nothing in any regulation under this section shall apply to any vehicle engaged in the delivery or collection of goods at or from any premises within one mile from the Manchester Town Hall.

(6) The commissioner in considering any regulation under this section shall have all proper regard to the necessities of through locomotive traffic and of persons who own or use locomotives and shall consider any representations made to him.

(7) All fees and expenses of the commissioner shall be paid by the Corporation.

(8) Any person who shall contravene any such regulation after warning given by word or signal by a police constable stationed in the street to direct the traffic shall be liable to a penalty not exceeding forty shillings.

(9) The Corporation shall cause notice to be given of all regulations approved under this section by advertisement in two newspapers published or circulating in the city and otherwise in such manner as they think sufficient.

(10) A copy of any regulations approved under this section purporting to be signed by the town clerk and certified by him to be a true copy and to have been duly approved shall be evidence until the contrary is proved in all legal proceedings of the due making approval and existence of such regulations without further or other proof.

(11) For the purposes of this section the central area means the area of the city bounded by and including the following streets and roads namely Victoria Street (beginning at the

bridge leading to the Exchange Railway Station) Great Ducie Street New Bridge Street Cheetham Hill Road Miller Street Swan Street Great Ancoats Street Pin Mill Brow Chancery Lane Higher Ardwick Brunswick Street Oxford Road Cavendish Street Stretford Road Great Jackson Street Chester Road Deansgate Liverpool Road across Water Street to and along the easterly boundary of the River Irwell to Victoria Street at the point first mentioned.

Part VII.

Miscellaneous.

Appropriation of lands.

54.—(1) The Corporation may appropriate and use for the purposes of a site for a public elementary school under the Education Act 1902 the lands belonging to the Corporation forming part of their Crowcroft Park not exceeding one acre and a quarter in extent as shown on the plan signed in triplicate by Norval Watson Helme the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred.

(2) The Corporation may appropriate and use either temporarily or permanently as they think fit for the purification of trade effluent the land belonging to the Corporation containing one acre and a quarter or thereabouts forming part of their Bradford Road Gas Works bounded by Gleden Street and the Manchester and Ashton-under-Lyne Canal and adjoining the gasholder yard of such works.

(3) The Corporation shall charge the respective funds to the credit of which the lands referred to in this section shall be respectively appropriated and used with reasonable sums by way of purchase moneys or rents for such lands respectively and shall carry those respective sums to the credit of the funds out of which such lands were respectively acquired.

Corporation may define boundaries of rivers brooks and watercourses.

55.—(1) In order to prevent encroachments on any river brook or watercourse within the city and to secure regularity in the banks thereof the Corporation may cause a survey of any such river brook or watercourse to be made all along its course in the city and a plan to be prepared showing the width of the river brook or watercourse and the property immediately adjoining thereto within the city together with such other particulars as the Corporation may think fit and the Corporation may define and describe upon such plan what shall be the boundaries of the river brook or watercourse and no person shall build any

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wall building or other structure which shall project into the river brook or watercourse as so defined save such structures as are or shall be authorised by Act of Parliament and such plan shall be lodged at the town hall and shall be accessible to the inhabitants of the city at all reasonable times.

(2) The Corporation shall within one month after the completion of the said survey and plan give public notice thereof by advertisement in two newspapers circulating in the city and if within one month from the publication of such notice the owner or owners of lands adjoining such river brook or watercourse to the extent in the whole of one mile in length shall give notice that they are not satisfied with the boundaries of the river brook or watercourse as so defined the Board of Trade may and they are hereby required on application of the Corporation or of such landowners to appoint some person to inquire into the matter and to ascertain and define the boundaries of any river brook or watercourse for which purpose such person shall have power to hear the Corporation or such landowners by their counsel agents or witnesses and to call for books or documents in the possession of such landowners or of the Corporation and to examine witnesses on oath and to administer the oaths necessary for that purpose and the boundaries of any river brook or watercourse which shall be defined by such person shall thenceforth be and be deemed to be the boundaries of such river brook or watercourse and the costs of such inquiry shall be in the discretion of the person holding the inquiry.

(3) If any building or erection be begun to be put up built or erected in any river brook or watercourse within the city as defined on such plan the offender shall be liable to a penalty not exceeding twenty pounds and to a daily penalty not exceeding five pounds and shall within seven days after notice in writing from the Corporation requiring him so to do cause such building or erection to be taken down or altered to the satisfaction of the Corporation and in the event of his failing to comply therewith the Corporation may take down or alter such building or erection and recover the cost thereof from such offender.

(4) Nothing in this section contained shall apply to any wall building or other structure constructed or to be constructed by any railway or canal company under any existing Act of Parliament.

(5) For the purpose of this section the term "watercourse" does not include a canal.

Measles and whooping-cough.

56.—(1) Any parent or guardian having personal charge of a child in attendance at a school who is aware of or has reason to suspect the occurrence of any of the diseases known as measles german measles or whooping-cough in any member of the family and who fails forthwith to notify such occurrence to the head teacher of the school shall be liable to a penalty not exceeding twenty shillings.

(2) If any person not less than sixteen years in age while suffering from any one of the diseases of measles german measles or whooping-cough wilfully exposes himself without proper precautions against spreading the disease in any street public place shop inn or any public conveyance or being in charge of any person so suffering wilfully exposes such sufferer he shall be liable to a penalty not exceeding five pounds.

(3)—(*a*) The Corporation shall cause to be given public notice of the effect of the provisions of this section by advertisement in two newspapers published or circulating in the city and by handbills and otherwise in such manner as they think sufficient and this section shall come into operation at such time not being less than one month after the first publication of such advertisement as aforesaid as the Corporation may fix:

(*b*) Copies of the newspapers containing the advertisements shall be sufficient evidence that the provisions of this sub-section have been complied with.

(4) The provisions of this section shall cease to be in force within the city at the expiration of five years from the date of the passing of this Act unless they shall have been continued by Act of Parliament or by provisional order made by the Local Government Board and confirmed by Parliament which order the Local Government Board are hereby empowered to make in accordance with the provisions of the Public Health Act 1875.

Recovery of penalties &c.

57. Save as otherwise by this Act expressly provided all offences against this Act and all penalties forfeitures costs and expenses imposed or recoverable under this Act or any byelaw or regulation made in pursuance thereof may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not

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be recoverable as penalties but may be recovered summarily as civil debts.

Crown rights.

58. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown.

PART VIII.

FINANCE.

Power to borrow.

59.—(1) The Corporation may (in addition to the other sums which they are authorised to raise) borrow or raise at interest on the security of the revenue of the tramway undertaking of the Corporation and of the city rate any sum of money not exceeding in the whole the sum following (that is to say):—

(A) For and in connection with the construction of the tramways by this Act authorised the sum of seven thousand eight hundred and fifty pounds:

The Corporation may (in addition to the other sums which they are authorised to raise) borrow or raise at interest on the credit of the city rate any sum of money not exceeding in the whole the sum following (that is to say):—

(B) For and in connection with the purchase of land and easements for and the construction of the main drainage works by this Act authorised the sum of one million pounds:

(C) For the purpose of defraying any other expenses arising under 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.

(2) The enactments mentioned or referred to in the Third 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) 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 Corporation shall repay—

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

(C) All moneys borrowed for the purpose (C) 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 subsection (2) of this section.

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

60.—(1) 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 mentioned in paragraph (B) of subsection (1) of 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 or of any land used only as a canal or towing path for the same 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.

(2) 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.

Audit of accounts.

61. 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.

Inquiries by Local Government Board.

62.—(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

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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.

(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 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.

Expenses of execution of Act.

63. Any expenses in the execution by the Corporation of this Act with respect to which no other provision is made may be defrayed by the Corporation out of the city rate.

Costs of Act.

64. 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 or partly out of the city rate and partly out of the revenue of the tramway undertaking of the Corporation as the Corporation may determine.

The SCHEDULES referred to in the foregoing Act. A.D. 1911.

THE FIRST SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE TAKEN.

Area.	Nos. on deposited Plans.
Rural district of Barton-upon-Irwell—Township of Davyhulme Main Drainage Works—Work No. 1	4 14.
Urban district of Stretford—Township of Stretford Main Drainage Works—Work No. 2	6 12 14 16 21 23 36A 39 41.

THE SECOND SCHEDULE.

AGREEMENT made the 5th day of December 1910 between EDWARD HOLT formerly a lead merchant but now out of business FRANCIS ASTERLEY JONES collector HENRY MATTHEWS builder ROBERT RUTH warehouseman all of the city of Manchester JOHN SCHOFIELD of Heaton Mersey in the county of Lancaster formerly a manager but now an engineer WILLIAM WILKINSON land and house agent JAMES ROBINSON glass and china dealer and JOHN SHAW money scrivener all of the city of Manchester (being the present trustees of the Grosvenor Street Chapel in the said city of Manchester and hereinafter called "the vendors") by JOHN ALFRED RISQUE of the said city of Manchester solicitor as their agent of the first part and the PRESIDENT TREASURERS DEPUTY TREASURERS BENEFACTORS AND SUBSCRIBERS OF AND TO THE MANCHESTER ROYAL INFIRMARY DISPENSARY AND LUNATIC HOSPITAL OR ASYLUM (hereinafter called "the Royal Infirmary") of the second part and the LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF MANCHESTER (hereinafter called "the Corporation") of the third part.

WHEREAS the vendors are the owners of the premises hereinafter described consisting of a chapel in Grosvenor Street Manchester known as Grosvenor Street Chapel with a school and premises adjoining thereto fronting Aytoun Street known as Roby Sunday School:

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And whereas a portion of the land forming part of the premises was formerly used as a burial ground and the said school buildings are partly erected over such burial ground:

And whereas by the Manchester Corporation Act 1903 the Corporation was empowered to purchase the site of the old infirmary belonging to the Royal Infirmary in Piccadilly and Parker Street Manchester and provisions were made for the removal by the Royal Infirmary of the whole of their hospital to Stanley Grove Oxford Road Manchester:

And whereas the Royal Infirmary have built their new hospital at Stanley Grove aforesaid and all the in-patients have been removed thereto and possession of the said Piccadilly site has been given to the Corporation but it has been found necessary for the Royal Infirmary to retain an accident receiving house and out-patients' department in the centre of the city of Manchester and with the consent of the Corporation the Royal Infirmary are continuing to use the old out-patients' department in Parker Street aforesaid for such purpose:

And whereas in consequence of the Corporation desiring to demolish the said buildings in Parker Street the Royal Infirmary are desirous of acquiring from the vendors the said Grosvenor Street Chapel and Roby Sunday School and premises to be used by the Royal Infirmary as an accident receiving house and out-patients' department but in order to enable them to adapt such site and the buildings thereon to the purposes for which they require the same it is necessary that parliamentary powers should be obtained for the removal of the human remains in the said burial ground and for the erection by the Royal Infirmary of buildings thereon and the Corporation have agreed with the Royal Infirmary to assist them to that end in consideration of the Royal Infirmary undertaking that when the said premises shall be rebuilt certain projections in Grosvenor Street and Aytoun Street aforesaid shall be done away with and laid to the streets and the frontages of the land to the said streets shall be straightened as shown in the plan hereto annexed:

And whereas it has been agreed that the said parties shall enter into the following conditional contract:

Now it is hereby agreed by and between the parties hereto as follows:—

1. Subject to the terms and conditions hereinafter contained the vendors agree to sell and the Royal Infirmary agree to purchase all that plot of land fronting Grosvenor Street and Aytoun Street in the said city of Manchester containing in length on the northerly side thereof 50 yards 16 inches or thereabouts on the southerly side thereof 49 yards 12 inches or thereabouts and on the easterly and westerly sides thereof respectively 30 yards or thereabouts and containing in

the whole 1,496$\frac{6}{9}$ square yards or thereabouts and bounded on the northerly and southerly sides thereof by land formerly belonging to Abraham Wood on the easterly end thereof by Grosvenor Street aforesaid and on the westerly end thereof by and including 3 yards in breadth into Aytoun Street aforesaid And also all those the chapel or meeting-house and school known as the Grosvenor Street Chapel and Roby Sunday School and other buildings erected thereon or on some part thereof The monument to the Reverend William Roby and other monuments and tablets and the organ on the said premises are not included in the sale and purchase and may be removed by the vendors at any time before the completion thereof.

2. The premises are freehold of inheritance and are sold subject to the payment of the yearly rent of 74*l.* 16*s.* 8*d.* limited in use by and to the performance and observance of the covenants conditions and agreements contained in an indenture dated the 15th of September 1807 and made between Abraham Wood of the first part George Smith of the second part Robert Kay of the third part and William Roby of the fourth part.

3. The premises are also sold subject to and with the benefit of an indenture dated the 17th of May 1869 and made between Stephen Sheldon and others being the then present trustees of the said chapel of the one part and James Ryder of the other part and an indenture dated the 17th of May 1886 and made between William Armitage and others being the then present trustees of the said chapel of the one part and Edward Evans Frederick Bridgford and Alfred William Stocks of the other part.

4. The premises are also sold subject to the yearly tenancy of the basement fronting Grosvenor Street aforesaid granted to John Maden and Son at the yearly rent of 70*l.*

5. The price shall be the sum of 17,000*l.*

6. The title shall commence with the said indenture of the 15th September 1807 and objections to and requisitions on the title and in respect of all matters appearing in the abstract shall be delivered to the vendors' solicitors within fourteen days from the passing of the Bill hereinafter mentioned and all further objections and requisitions arising out of the replies to any former requisitions shall be delivered within ten days from the delivery of such replies In default of any objections and requisitions and subject to such (if any) the Royal Infirmary shall be deemed to have accepted the title and to have waived all other objections and requisitions If the Royal Infirmary shall insist on any objection or requisition which the vendors shall be unable or unwilling to remove or comply with the vendors may by notice in writing to be given to the Royal Infirmary's solicitor at any time and

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notwithstanding any negotiation or litigation in respect thereof or any attempt to remove or comply with the same rescind the contract unless within fourteen days after the delivery of such notice the Royal Infirmary shall by notice in writing to be given to the vendors' solicitors withdraw such objection or requisition and the Royal Infirmary shall thereupon return the abstract and other papers furnished to them but no compensation shall be paid to either party.

7. The Royal Infirmary shall admit the identity of the premises which shall be taken to be correctly described and any error misstatement or omission in the particulars herein contained shall not annul the sale or be a ground for any abatement or compensation on either side.

8. The production of the receipt for the last payment of the said yearly rent of 74*l.* 16*s.* 8*d.* accrued previously to the completion of the purchase shall be accepted by the Royal Infirmary as conclusive proof that the said rent and the said covenants conditions and agreements have been paid performed and observed down to the time of the completion of the purchase or that all breaches of such covenants conditions and agreements down to that time have been effectually waived.

9. No objection shall be made by the Royal Infirmary on the ground that the premises are with other premises subject to an overriding yearly rent.

10. The vendors being trustees shall convey as such and shall not be required to enter into any covenant with the Royal Infirmary other than that implied by their conveying as such.

11. The conveyance to the Royal Infirmary shall contain covenants by them to pay the yearly rent and perform and observe the covenants conditions and agreements subject to which the premises are agreed to be sold and to indemnify the vendors therefrom and from all claims and demands on account thereof.

12. The Corporation shall remove the human remains from the premises hereby agreed to be sold in order that the Royal Infirmary may be free to build thereon in such way as the Royal Infirmary shall think fit.

13. The Royal Infirmary may at any time after the completion of the purchase alter any of the existing buildings now standing upon the said land and may pull down and rebuild the same or any part thereof and may (subject to the provisions of clause 17 hereof) build on all or any part of the said land now unbuilt upon any buildings or erections they may require for any purpose.

14. The Royal Infirmary shall pay to the Corporation in case such powers shall be so obtained all costs and expenses incurred by the Corporation in removing such remains and re-interring the same.

15. Immediately on the passing of the Bill conferring such parliamentary powers as aforesaid the Royal Infirmary shall pay to the vendors the sum of 1,700*l.* as a deposit on account of the said purchase money of 17,000*l.*

16. The purchase shall be completed within four calendar months from the passing of the said Bill when the Royal Infirmary shall pay to the vendors the remainder of the said purchase money and shall be let into possession of the premises agreed to be sold.

17. The Royal Infirmary hereby covenant with the Corporation that if the purchase shall be completed and the premises rebuilt by the Royal Infirmary the Royal Infirmary will dedicate or cause to be dedicated to Grosvenor Street and Aytoun Street aforesaid the lands shown in the said plan hereto coloured red and yellow and if required shall execute a conveyance of such land to the Corporation free from or sufficiently indemnified by covenant for payment and indemnification against the said chief rent of 74*l.* 16*s.* 8*d.* and other rents if any affecting such land and free from all other incumbrances and the Corporation shall permit the Royal Infirmary to advance the line of their building so as to enclose and build upon such portions of the land now forming part of the said streets as are coloured blue and green in the said plan.

18. The Royal Infirmary will upon the said lands coloured red and yellow on the said plan being dedicated to Grosvenor Street and Aytoun Street aforesaid (without prejudice to the right of the Corporation to the deduction and verification of title preliminary to the conveyance provided for in clause 17 hereof) produce the muniments of title to the said land to the town clerk of the said city and endorse a memorandum of the dedication hereby provided for upon such one or more of such muniments as the town clerk shall determine.

19. This agreement is conditional on its terms being confirmed or authorised by Parliament and on the necessary resolutions and consents being passed and given under the Borough Funds Acts 1872 and 1903 for the promotion by the Corporation of a Bill in Parliament with that object and this agreement is subject to such alteration as Parliament may think fit to make therein but if the committee on the Bill make any material alteration in such agreement it shall be competent to any party hereto to withdraw the same The Corporation and the Royal Infirmary will use their best endeavours to obtain the statutory confirmation or authorisation of this agreement and the necessary statutory powers for carrying the same into effect and each of the parties hereto will if and so far as necessary give their support to the application for such confirmation or authorisation and powers.

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In witness whereof the said John Alfred Risque has hereunto set his hand and the Royal Infirmary and the Corporation have hereunto affixed their respective common seals the day and year first before written.

Signed by the said John Alfred Risque in the presence of } J. A. RISQUE.

ANDREW BARRIE
Clerk with Risque and Robson solicitors
Manchester.

The common seal of the Manchester Royal Infirmary Dispensary and Lunatic Hospital or Asylum was affixed in the presence of }

Seal of the Manchester Royal Infirmary.

WM. COBBETT
Chairman of the Board of Management.
WALTER G. CARNT
Secretary of the Manchester Royal Infirmary.

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 }

Seal of the Manchester Corporation.

CHARLES BEHRENS Lord Mayor.
THOMAS HUDSON Town Clerk.

THE THIRD SCHEDULE.

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

Act.	Extent of Application.
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.).

Act.	Extent of Application.
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 and 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 as amended by section 101 of the Manchester Corporation Act 1909.
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. cxciii. The Manchester Corporation Act 1901.	Section 44 (as amended by section 86 of the Manchester Corporation Act 1903 and by section 50 of the Manchester Corporation Act 1908).
3 Edw. VII. c. ccxiii. The Manchester Corporation Act 1903.	Section 86.
8 Edw. VII. c. lxxxviii. The Manchester Corporation Act 1908.	Section 50.
9 Edw. VII. c. lvii. The Manchester Corporation Act 1909.	Section 101.

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