CHAPTER clxii.

An Act to empower the lord mayor aldermen and citizens of the city of Manchester to construct street improvements and for other purposes. A.D. 1930.

[1st August 1930.]

WHEREAS it is expedient to empower the lord mayor aldermen and citizens of the city of Manchester (in this Act called "the Corporation") to construct street improvements:

And whereas one of the street improvements will be situate partly in the county borough of Stockport and in the urban district of Failsworth in the administrative county of Lancaster and it is expedient to confirm the agreements with the local authorities for those areas set forth in the First Schedule to this Act and to empower those local authorities to exercise certain of the powers contained in this Act in reference to such street improvement:

And whereas it is expedient that the other provisions contained in this Act be enacted:

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

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

	£
For the purchase of lands for the purposes of this Act - - - -	625,100
For the construction of the street improvements - - - - -	812,000

A.D. 1930.

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 in relation to the promotion of the Bill for this Act the requirements of the Borough Funds Acts 1872 and 1903 have been observed :

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for Lancashire which plans sections and book of reference are in this Act referred to as the deposited plans sections and book 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) :—

PRELIMINARY.

Short title.

1. This Act may cited as the Manchester Corporation (Improvements) Act 1930.

Incorporation of Acts.

2. The Lands Clauses Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act with the following exception and modification (namely) :—

(*a*) Section 127 of the Lands Clauses Consolidation Act 1845 is not incorporated with this Act;

(*b*) The bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be sufficient without the addition of the sureties mentioned in that section.

A.D. 1930.

Interpretation.

3.—(1) In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith or by the Public Health Acts shall have the same respective meanings unless there be something in the subject or context repugnant to such construction.

(2) 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 town clerk" and "the medical officer" mean respectively the town clerk and the medical officer of health of the city and respectively include any person duly authorised to discharge temporarily the duties of those offices;

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

"The county council" means the county council of the administrative county of Lancaster;

"The Stockport Corporation" means the mayor aldermen and burgesses of the borough of Stockport;

"The Failsworth Council" means the urban district council of Failsworth;

"The street improvements" means the new streets street improvements and other works authorised by this Act together with the subsidiary works thereby authorised;

"The Lands Clauses Acts" means the Lands Clauses Acts as modified by the Acquisition of Land (Assessment of Compensation) Act 1919 and by this Act;

"The Public Health Acts" means the Public Health Act 1875 and the Acts amending and extending the same;

"The tribunal" means the tribunal or other authority to whom any question of disputed purchase money or compensation under this Act is referred in pursuance of the Acquisition of Land (Assessment of Compensation) Act 1919;

A.D. 1930.

"The revenues of the Corporation" includes the revenues of the Corporation from time to time arising from any land undertakings or other property for the time being of the Corporation and the rates or contributions leviable by or on the order or precept of the Corporation;

"The Minister" means the Minister of Health;

"The Act of 1914" and "the Act of 1920" mean respectively the Manchester Corporation Act 1914 and the Manchester Corporation Act 1920;

"Telegraphic line" has the same meaning as in the Telegraph Act 1878.

Authentication of notices &c.

4. 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 section 51 (Further provision as to authentication proof and service of orders and notices) of the Manchester Corporation Waterworks and Improvement Act 1867 section 35 (Service of notices &c.) of the Manchester Improvement Act 1871 and section 28 (Service of notices and other documents) of the Manchester Corporation Act 1927 shall apply to every such summons demand notice order or other document.

Arbitration.

5. Where under this Act any question or dispute (other than a question or dispute in reference to which other provision is made in this Act or to which the Acquisition of Land (Assessment of Compensation) Act 1919 applies) is to be referred to an arbitrator or to arbitration the reference shall except where otherwise provided be subject to the provisions of the Arbitration Act 1889 and except where otherwise provided the arbitrator shall failing agreement be appointed by the President of the Institution of Civil Engineers on the application of either party.

LANDS.

Power to acquire lands.

6. Subject to the provisions and for the purposes of this Act and the improvement and development of frontages or of lands abutting on or adjacent to any street the construction or improvement of which is authorised by this Act 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 book of reference. A.D. 1930.

Compensation in case of recently created interests.

7. For the purpose of determining any question of disputed compensation payable in respect of lands taken under the powers of this Act the following provisions shall apply and have effect (that is to say):—

(1) The tribunal shall not take into account any building erection improvement or alteration erected or made or any interest in land created after the first day of November nineteen hundred and twenty-nine and before the date of the passing of this Act if in the opinion of the tribunal the erection or making of the building erection improvement or alteration or the creation of the interest in respect of which the claim is made was not reasonably necessary and was carried out with a view to obtaining or increasing compensation under this Act:

(2) Subject as is hereinafter in this section provided the tribunal shall not take into account—

(*a*) any building or erection erected or made after the date of the passing of this Act or any improvement or alteration of any premises (other than any improvement or alteration reasonably necessary for properly maintaining such premises) made after that date which in the opinion of the tribunal materially enhances the value of such premises; or

(*b*) any interest in land greater than that of a quarterly tenant created after the date of the passing of this Act:

(3) If at any time after the date of the passing of this Act and before the expiration of the period limited by this Act for the compulsory purchase of lands any person being the owner of or having any estate or interest in any premises which are liable to be acquired compulsorily under the powers of this Act gives notice in writing to the Corporation of his intention to erect any building or erection upon or to make any improvement or alteration of or to create

A.D. 1930.

any such new interest as aforesaid in those premises (such intended building erection improvement alteration or new interest being specifically described in the notice) and the Corporation do not within one month after receiving any such notice serve upon such person notice to sell and convey or release his estate or interest in the said premises but serve such notice at any time after the expiration of the said period of one month—

(*a*) subsection (2) of this section shall not apply with respect to the building erection improvement alteration or new interest described as aforesaid; and

(*b*) subsection (1) of this section shall apply with respect to the said building erection improvement alteration or new interest as if the same had been erected made or created after the said first day of November and before the date of the passing of this Act:

(4) The Corporation shall forthwith after the passing of this Act send by post or deliver a copy of this section to all persons named in the deposited book of reference having an interest greater than that of a yearly tenant in any lands which are liable to be acquired compulsorily under the powers of this Act.

Period for compulsory purchase of lands.

8. The powers of the Corporation for the compulsory purchase of lands under the powers of this Act shall cease after the expiration of five years from the thirty-first day of October nineteen hundred and thirty.

Benefits to be set off against compensation.

9. In estimating the amount of compensation or purchase money to be paid by the Corporation in respect of the acquisition under this Act of any part of the lands of any person the enhancement in value of the adjoining lands of such person not so acquired or of any other lands of such person which are continuous with such adjoining lands arising out of the construction of any new street or of the widening or improvement of any existing street or arising through such adjoining lands becoming lands fronting on any such new or existing street shall be fairly estimated and shall be set off against the said compensation or purchase money.

Power to enter upon property for survey and valuation.

10. The Corporation and their surveyors officers and workmen and any person duly authorised in writing under the hand of the town clerk may at all reasonable times upon giving in the first instance twenty-four hours' and subsequently twelve hours' previous notice in writing to the occupier enter upon and into the lands and buildings by this Act authorised to be taken and used or any of them for the purposes of surveying and valuing the said lands and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and buildings.

Power to reinstate owners of property.

11. The Corporation may enter into and carry into effect agreements with the owners of or other persons interested in any land which may be acquired under the provisions of this Act or which may be in the neighbourhood of any of the works authorised by this Act with respect to the reinstatement of such owners or other persons and with respect to the exchange of lands for that purpose and the Corporation may pay or receive money for equality of exchange.

Removal of human remains.

12.—(1) Before using for the purposes of this Act any part of the premises formerly used as or in connection with the Congregational Chapel situate in Back Cannon Street at its junction with Print Street in the city the Corporation shall remove or cause to be removed the remains of all deceased persons (if any) 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) At 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 burial ground may give notice in writing to the Corporation of his intention to undertake the removal 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.

A.D. 1930.

(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 fifteen 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 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 the 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 and the Corporation shall cause to be made a record of such monuments and tombstones and of their situation when re-erected showing the particulars respecting each monument and tombstone as a separate entry and such record shall be deposited at the General Register Office Somerset House London with the miscellaneous records in the custody of the Registrar-General.

(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.

A.D. 1930.

Power to develop lands.

13.—(1) The Corporation may lay out and develop any lands acquired by them under the powers of this Act and not required for the purposes of the street improvements and may erect and maintain houses shops offices warehouses and other buildings and construct sewer pave flag channel and kerb streets roads and ways on any of such lands and may sell lease exchange or otherwise dispose of any such lands houses shops offices warehouses or buildings upon and subject to such terms conditions and restrictions as they may think fit.

(2) The Corporation may also grant building leases of any such lands as aforesaid subject to such restrictions and conditions as the Corporation may see fit to impose and may grant any easements rights or privileges in under or over such lands or any part or parts thereof and may use or dispose of the building or other materials of any houses and premises on any lands acquired by them which they may deem it necessary or desirable to pull down.

(3) The Corporation in selling or disposing of such lands may attach to the same and may convey or lease the same subject to any conditions and restrictions upon the use thereof and as to the buildings to be erected thereon and as to the use to which such buildings may be put.

(4) The Corporation shall not without the consent of the Minister sell lease exchange or otherwise dispose of any of the lands to which this section applies at a price or rent or for a consideration of a value less than the current market value of such lands but a purchaser or lessee shall not be concerned to inquire whether the consent of the Minister is necessary or has been obtained.

Power to Corporation to advance money for erection of buildings.

14.—(1) The Corporation may advance money to the purchaser or lessee of any of the lands referred to in the last preceding section which are sold or of which a lease is granted by the Corporation for the purpose of enabling or assisting him to erect buildings on such land :

Provided that any advance shall not exceed two-thirds of the amount which in the opinion of the Corporation will be the market value of the interest of such purchaser or lessee in the land with the intended building erected thereon.

A.D. 1930.

(2) Every such advance shall be repaid with interest at such rate not being less than five per centum per annum within such period not exceeding thirty years from the date of the advance as may be agreed upon between the Corporation and such purchaser or lessee.

(3) The repayment may be made either by equal instalments of principal or by an annuity of principal and interest combined and all payments on account of principal and interest shall be made at such periods not exceeding half a year as may be agreed between the said purchaser or lessee and the Corporation.

(4) Any such purchaser or lessee to whom an advance has been made may at any of the usual quarter days after one month's written notice and on paying all sums due on account of interest repay to the Corporation the whole of the outstanding principal of the advance or any part thereof being one hundred pounds (or such less sum as may be provided in the mortgage or charge hereinafter referred to) or a multiple of one hundred pounds (or of such less sum as aforesaid) and where the repayment is made by an annuity of principal and interest combined the amount so outstanding and the amount by which the annuity will be reduced or the period for repayment shortened where a part of the advance shall be paid off shall be determined by a table to be annexed to the mortgage or charge securing the repayment of the advance.

(5) Before making any advance under this section the Corporation shall be satisfied that the repayment to them of the advance is secured by a mortgage or charge of the building in respect of the erection of which the advance is made and of the land upon which such building is to be erected or of the lessee's interest therein to the Corporation subject to the right of redemption by the said purchaser or lessee and requiring the said purchaser or lessee to keep the building in good repair and to make provision satisfactory to the Corporation for keeping the building insured against fire or for paying to the Corporation the amount of the premiums in respect of such insurance.

(6) Any person authorised in writing by the Corporation shall have power at all reasonable times to enter the building in respect of the erection of which any advance is made by the Corporation for the purpose of

ascertaining whether the conditions of this section and of the mortgage or charge are complied with.

(7) The said purchaser or lessee may with the permission of the Corporation (which permission shall not be unreasonably withheld) at any time transfer his interest in the building in respect of which such advance is made and the land upon which the same is erected but any such transfer shall be made subject to the foregoing provisions of this section.

For protection of Postmaster-General.

15. Notwithstanding anything contained in this Act or shown on the deposited plans the Corporation shall not except with the consent in writing of the Postmaster-General take or acquire any interest of the Postmaster-General in the property numbered on the said plans 30 in respect of the widening of Middleton Road and Crumpsall Lane in the city.

STREET IMPROVEMENTS.

Power to make street improvements.

16. 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 improvements and other works hereinafter mentioned with all proper and necessary junctions connections approaches sewers drains works and conveniences in connection therewith (that is to say):—

The improvements and works hereinbefore referred to will (except where otherwise stated) be situate in the city and are—

(1) A new street (in this Act called "the Eastern By-pass Road") to be situate in the county borough of Stockport the city and the urban district of Failsworth comprising—

Work No. 1 commencing at the junction of Broadstone Road with Nelstrop Road and terminating at the junction of Hyde Road Gorton with Far Lane including—

(i) a widening and improvement of Nelstrop Road;

(ii) a new bridge or the widening and improvement of the existing bridge carrying Nelstrop Road over the London and North Eastern Railway;

A.D. 1930.

(iii) a bridge across the Great Central and Midland Railway; and

(iv) the diversion of Barlow Road Levenshulme;

Work No. 2 Section A commencing at the junction of Hyde Road Gorton with Far Lane and terminating at the junction of Lees Street Openshaw with Richmond Street including—

(i) a viaduct or embankment or partly a viaduct and partly an embankment across the Gore Brook and Tan Yard Brow;

(ii) a bridge across the Manchester and Ashton-under-Lyne Canal; and

(iii) a widening and improvement of Lees Street;

Section B a widening and improvement of the bridge carrying Lees Street Openshaw over the London and North Eastern Railway;

Section C commencing at the junction of Ashton Old Road Openshaw with Sandywell Street and terminating at the junction of Ashton New Road Clayton with Schofield Street including—

(i) a widening and improvement of Sandywell Street;

(ii) a bridge across the Manchester and Ashton-under-Lyne Canal; and

(iii) a widening and improvement of Iredine Street;

Work No. 3 commencing at the junction of Ashton New Road Clayton with Schofield Street and terminating in Oldham Road opposite to Broadway in the urban district of Failsworth including—

(i) a widening and improvement of Schofield Street;

(ii) a widening and improvement of Melbourne Street and Vale Street;

(iii) an embankment across the valley of the river Medlock;

(iv) a straightening and culverting of the river Medlock;

(v) a bridge across the London Midland and Scottish Railway; and

(vi) a bridge across the Rochdale Canal:

(2) A new street (hereinafter called " the Irk Valley Road ") comprising—

Work No. 1 commencing at the junction of Collyhurst Road Collyhurst with Smedley Road and terminating in Hazelbottom Road including—

(i) a widening and improvement of Smedley Road Collyhurst;

(ii) a straightening and culverting of the river Irk; and

(iii) a widening and improvement of Irkdale Street and Hazelbottom Road;

Work No. 2 commencing at the junction of Market Street Blackley with Lion Street and terminating in School Lane Blackley including a widening and improvement of Reynard Road;

(3) A widening and improvement of Abbey Hey Lane Gorton on the north side including a widening of the bridge carrying that lane over the London and North Eastern Railway;

(4) A widening and improvement of Barlow Road Levenshulme on the north side and of Mount Road Levenshulme on the west side;

(5) A widening and improvement of Broom Lane Levenshulme on the east side;

(6) A widening and improvement of Burnage Lane Levenshulme on the east side;

(7) A widening and improvement of Butler Street Ancoats on the north-east side and of Bradford Street Ancoats on the north side;

(8) A widening and improvement of Cannon Street City on the north side and of Falcon Street City on the west side;

A.D. 1930.

(9) A widening and improvement of Christ Church Avenue Didsbury on the north-west side and widenings and improvements thereof on the south-east side at its junctions with Darley Avenue and Barlow Moor Road;

(10) Widenings and improvements of Church Lane and Hall Street Moston;

(11) A widening and improvement of Church Street Newton Heath on the south-west side and of Briscoe Lane Newton Heath on the north-west side;

(12) A widening and improvement of Cross Lane Gorton on the south side;

(13) Widenings and improvements of Delaunay's Road Crumpsall on the north-west south and south-east sides;

(14) A widening and improvement of Denmark Road Greenheys on the south side;

(15) A widening and improvement of Kirkmanshulme Lane Longsight on the north side and of Redgate Lane Longsight on the westerly side;

(16) A widening and improvement of Kirkmanshulme Lane Longsight on the southerly side;

(17) A widening and improvement of Lightbowne Road Moston on the north-west side;

(18) A widening and improvement of Mauldeth Road Burnage on both sides and of Burnage Lane Burnage on the west side;

(19) Widenings and improvements of Middleton Road Crumpsall on the east side and of Crumpsall Lane Crumpsall on both sides;

(20) Widenings and improvements of Moss Bank Crumpsall on both sides including a new bridge or the widening and improvement of the existing bridge carrying Moss Bank over the London Midland and Scottish Railway;

(21) Widenings and improvements of Nicholas Croft City on the east side and of Shudehill City on the south-east side;

(22) A widening and improvement of Reddish Lane Gorton on the north-easterly side.

Power to deviate in construction of street improvements.

17. The Corporation in constructing the street improvements may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet either upwards or downwards.

For further protection of Postmaster-General.

18. The Corporation shall in constructing the bridge across the Rochdale Canal (Work No. 3 (vi)) provide for the accommodation of telegraphic lines of the Postmaster-General a space ten inches wide and one foot six inches deep in one of the footways of the said bridge and any additional expense reasonably incurred in providing such accommodation shall be repaid by the Postmaster-General.

Power to make subsidiary works.

19.—(1) Subject to the provisions of this Act and within the limits of deviation shown on the deposited plans the Corporation in connection with and for the purposes of this Act and as part of the street improvements may execute or do any of the following works or things (namely):—

(*a*) make junctions and communications with any streets intersected or interfered with by or contiguous to the street improvements or any of them and divert widen or alter the line or alter the level of any street for the purpose of connecting the same with any of such improvements or otherwise;

(*b*) execute any works for the protection of any adjoining land or buildings;

(*c*) execute any works and do any things necessary for the strengthening and supporting of any walls of adjoining buildings; and

(*d*) raise lower alter divert stop up or otherwise interfere with any tramway drain sewer channel or gas or water main or pipe or electric line wire or apparatus within the said limits providing a proper substitute before interrupting the traffic on any such tramway or the flow of sewage in any drain sewer or channel or of any gas or water in any main or pipe or of electricity or telephonic communication by means of any line wire or apparatus;

A.D. 1930.

and shall make compensation for any damage done by them in the execution of the powers of this section.

(2) Provided that the Corporation shall not raise lower alter divert stop up or otherwise interfere with any telegraphic line belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878.

Stopping up of highways.

20.—(1) In connection with the street improvements the Corporation may stop up the highways shown on the deposited plans as intended to be stopped up and thereupon all rights of way over or along the same shall be extinguished and the Corporation may appropriate and use the sites of the highways stopped up as far as the same are bounded on both sides by lands of the Corporation.

(2) The Corporation shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by law with reference to the taking of lands otherwise than by agreement.

Application of road materials excavated in construction of works.

21. Any paving metalling or material excavated by the Corporation in the construction of any works authorised by this Act from any road under their jurisdiction and control shall absolutely vest in and belong to the Corporation and may be dealt with removed and disposed of by them in such manner as they think fit.

Private street works.

22. Upon the completion of the works of constructing as highways repairable by the inhabitants at large—

(*a*) that part of the Eastern By-pass Road authorised by this Act upon which the premises numbered 248 Broadstone Road and 2 to 58 Nelstrop Road inclusive all in the borough of Stockport front adjoin or abut; or

(*b*) the widening of Christ Church Avenue in the city authorised by this Act;

the Corporation or as regards any of such works constructed in the borough of Stockport the Stockport Corporation shall be entitled to recover from the owners of the lands and premises fronting adjoining or abutting on the works hereinbefore mentioned a proportionate

part of the cost thereof such proportionate part being a sum not in excess of the estimated cost at the time the works hereinbefore mentioned are completed of sewering levelling paving metalling flagging channelling and making good as highways repairable by the inhabitants at large the existing roads upon which the said premises front adjoin or abut and the provisions of the Public Health Acts relating to the recovery of expenses incurred in works of private improvement including the provisions of section 268 of the Public Health Act 1875 (which provides for an appeal to the Minister) shall apply with any necessary modifications as though the said work of sewering levelling paving metalling flagging channelling and making good the said existing roads had in fact been executed by the local authority under section 150 of the Public Health Act 1875.

Agreements with county council Stockport Corporation and Failsworth Council.

23.—(1) The agreement dated the seventeenth day of April nineteen hundred and thirty and made between the Corporation of the first part the Failsworth Council of the second part and the county council of the third part set forth in Part I of the First Schedule to this Act and the agreement bearing the same date and made between the Corporation of the one part and the Stockport Corporation of the other part set forth in Part II of that schedule are hereby confirmed and made binding upon the parties thereto.

(2) The Corporation on the one hand and the county council the Failsworth Council and the Stockport Corporation or any of them on the other hand may enter into and carry into effect further agreements relative to the Eastern By-pass Road authorised by this Act and the acquisition of land therefor and the construction thereof.

(3) So far as may be necessary for the purpose of carrying into effect any agreement referred to in this section the parties thereto shall have and may exercise the powers conferred upon the Corporation by this Act with reference to the construction of the Eastern By-pass Road and the acquisition of land therefor and any party exercising those powers shall be subject to the limitations restrictions and obligations expressed in or imposed by this Act.

A.D. 1930.

(4) For the purpose of constructing any sewers in pursuance of the agreement between the Corporation and the Stockport Corporation set forth in Part II of the First Schedule to this Act and any further agreements relating to sewers entered into in pursuance of this section between the Corporation and the Stockport Corporation the Corporation may exercise the powers and shall be subject to the obligations vested in and attaching to the Stockport Corporation under the Public Health Acts with reference to the construction of sewers.

(5) For the purposes of the agreement between the Corporation and the Stockport Corporation set forth in the First Schedule to this Act—

(*a*) any easements acquired for the purposes of the works therein referred to shall be deemed to be lands;

(*b*) any costs and expenses or compensation paid by the Corporation under the provisions of this Act or of the enactments incorporated therewith in respect of the works referred to in the said agreement shall be deemed to be part of the cost of construction of such works and of the sums paid to the contractor in respect thereof.

For protection of London Midland and Scottish Railway Company.

24. For the protection of the London Midland and Scottish Railway Company (in this section referred to as "the company") the following provisions shall unless otherwise agreed in writing between the company and the Corporation apply and have effect (that is to say):—

(1) In this section the expression "the authorised works" means so much of the street improvements as may pass over under across or in any way affect the railways works or property of the company and the expression "the railway" means the railways works and property of the company:

(2) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Corporation—

(*a*) before disturbing any servants of the company who may occupy any portion of the lands affected by the authorised works shall provide alternative housing accommodation

for such persons respectively reasonably equivalent as regards accommodation situation and rent to that possessed by them on the said lands;

(*b*) shall not purchase or acquire by compulsion any lands of the company but may purchase and take and the company shall sell and grant accordingly such easements or rights of using so much of the lands of the company as may be necessary for the construction maintenance and user of the authorised works The amount to be paid for the acquisition of such lands and easements shall be ascertained in case of difference in the manner provided by the Acquisition of Land (Assessment of Compensation) Act 1919:

(3) The Corporation shall before they commence the construction of any of the authorised works submit to the principal engineer of the company (in this section called "the principal engineer") plans sections and specifications of the works proposed to be carried out by the Corporation for the reasonable approval of the principal engineer and also plans showing the stages by which it is intended to carry out the same for the like approval and the company shall give to the Corporation reasonable facilities for the construction of the authorised works:

Provided that if within one month from the submission of such plans sections and specifications the principal engineer does not signify to the Corporation his disapproval thereof and his requirements in regard thereto he shall be deemed to have approved thereof;

Any difference between the Corporation and the principal engineer relative to the said plans sections and specifications shall be referred to arbitration under this section;

The authorised works shall be constructed only according to such plans sections and specifications as shall be approved by the principal engineer or determined by arbitration

A.D. 1930.

and so far as the works affect the company's property under the superintendence if given and to the reasonable satisfaction of the principal engineer:

(4) The Corporation shall unless otherwise agreed by the principal engineer carry the Eastern By-pass Road (Work No. 3 (*v*)) over the railway by means of a steel girder bridge in the position as nearly as may be shown on the deposited plans and sections but of a span not less than sixty feet between the abutments measured on the square;

The said bridge shall have a clear headway over the railway as shown on the deposited plans and sections and the Corporation shall at all times thereafter maintain such headway:

(5) The piers of the bridge carrying the authorised works over the railway shall be in such positions as shall be reasonably required by the principal engineer and if in consequence thereof any alteration of the existing lines of rails is required to be made the same shall be carried out by the company at such times and in such manner as they think fit and the reasonable cost thereof shall be repaid to them by the Corporation:

(6) The Corporation shall unless otherwise agreed by the principal engineer carry the Moss Bank widening (Work No. 20) over the railway by means of a bridge in the position as nearly as may be and of the dimensions shown on the deposited plans and sections The bridge carrying such widening shall have a clear headway over the railway as shown on the deposited plans and sections and the Corporation shall at all times thereafter maintain such headway:

(7) The Corporation shall at all times maintain the works by which the by-pass road shall be carried over the railway and all other works authorised by this Act which may in any manner affect the railway in substantial repair to the reasonable satisfaction of the principal engineer and if and whenever the Corporation

fail so to do the company may make and do in and upon as well the lands and property of the company as the Corporation such works and things as may be requisite in that behalf and the reasonable cost of so doing shall on demand be repaid to the company by the Corporation:

Provided that it may be agreed between the company and the Corporation in writing that the company instead of the Corporation may maintain the works specified in this subsection and in that event the Corporation shall pay to the company such annual or other sums as may be agreed in respect of the said maintenance;

This subsection shall not apply to the surface of any road:

(8) The company may themselves execute any works necessary for the protection of the piers of the Irk Valley Viaduct before Work No. 1 (iii) of the Irk Valley Road is constructed under the same and the Corporation shall repay to the company the reasonable cost thereof:

(9) If either before or during the construction or within five years after the completion of the new bridge or the widening and improvement of the existing bridge carrying Moss Bank over the said railway any further or other works or appliances are required so as to prevent subsidence or injury happening to the railway owing to or in consequence of the execution of the said work the Corporation shall on being thereunto required in writing under the hand of the principal engineer make and execute according to plans sections and specifications to be prepared by him and approved by the city engineer such works or take such measures of precaution including the temporary cessation of the construction of the said work as the principal engineer shall reasonably require and the construction of the said work when commenced shall proceed without cessation except as aforesaid and with all reasonable dispatch:

A.D. 1930.

(10) Before the Corporation commence the construction of the works by this Act authorised in any way affecting or adjoining the said railway any temporary works which may in the opinion of the principal engineer be reasonably necessary to ensure the stability of the railway and to enable as far as possible the trains of the company to pass without the necessity of slackening speed may and shall be carried out by the company for the Corporation and the reasonable costs thereof and any reasonable expenses incurred in connection therewith (including compensation legally payable to any workmen or the legal representatives or dependants of workmen who may be injured or killed whilst employed by the company exclusively in and about such works) shall be repaid by the Corporation to the company on demand:

(11) If during and in consequence of the execution of the authorised works the railway of the company shall be injured or damaged such injury or damage shall be forthwith made good by the company who may recover the amount reasonably expended in so doing from the Corporation:

(12) The Corporation shall not in making the authorised works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Corporation shall notwithstanding any approval as aforesaid pay to the company all reasonable costs and expenses to which the company may be put as well as reasonable compensation for the loss sustained by them by reason of any such interruption or interference:

(13) Notwithstanding anything in this Act contained the Corporation shall be responsible for and make good to the company all costs charges

losses damages and expenses which may be occasioned to the railway or to any person or persons lawfully using the same by reason of the construction alteration maintenance or failure of the authorised works or of any act or omission of the Corporation or of any of the persons in their employ or of their contractors 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 construction alteration maintenance failure or omission:

(14) During the construction of the authorised works and of any of the further works mentioned in this section the Corporation shall bear and on demand pay to the company the reasonable expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for inspecting the said railway and further works as aforesaid and for watching the railway for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Corporation or from the acts or defaults of their contractors or of any person or persons in their employ and the Corporation shall at all times give reasonable facilities to the principal engineer and his assistants or inspectors for full and free access to the authorised works during or after construction and shall also furnish him or them with every information he or they may reasonably require with regard to the authorised works or the method of construction thereof:

(15) If by reason of the construction of the works by this Act authorised it shall become necessary in the opinion of the principal engineer to add to or alter any signal or signal apparatus on the railway of the company the same shall be so added to or altered by the company and the reasonable expense thereof shall be repaid by the Corporation to the company:

(16) If at any time hereafter the company shall be desirous of extending widening or altering

A.D. 1930.

any part of the railway affected by the widening of Moss Bank Crumpsall or the construction of the Irk Valley Road all proper and reasonable facilities for that purpose shall be granted by the Corporation and any extra cost to which the company may reasonably be put in carrying out such extension or widening to the extent of two additional running lines of railway or alteration by reason or in consequence of the construction of the said works shall be repaid to them by the Corporation:

(17) Any difference which shall arise between the Corporation and the company or their respective engineers under this section except under paragraph (*b*) of subsection (2) of this section shall be referred to arbitration.

For protection of London and North Eastern Railway Company and Great Central and Midland Joint Committee.

25. The following provisions for the protection of the London and North Eastern Railway Company and the Great Central and Midland Joint Committee (each of whom is in this section referred to as "the railway company") shall unless otherwise agreed in writing between the Corporation and the railway company apply and have effect (that is to say):—

(1) The Corporation shall not enter upon take use or interfere with either permanently or temporarily or purchase or acquire any lands or property belonging to the railway company but the Corporation may purchase and take and the railway company shall after receiving notice from the Corporation sell and grant an easement or right of using such of the lands of the railway company as may be necessary for the construction and maintenance of the Eastern By-pass Road or the widening and improvement of Abbey Hey Lane Gorton and the bridges forming part of any such works and all works and conveniences connected with such works and bridges (all of which street works bridges works and conveniences are in this section referred to as "the said works") subject to and in accordance with the provisions of this section:

(2) The Corporation shall pay to the railway company for any easement or right which they may acquire under the provisions of this section such consideration as may be agreed upon or in the event of difference as may be determined in manner provided by the Acquisition of Land (Assessment of Compensation) Act 1919 and for the purpose of any such determination the acquisition of such easement or right shall be deemed to be a taking of lands within the meaning of the Lands Clauses Consolidation Act 1845:

(3) The Corporation shall construct the said works so far as the same will be carried across or over the railways canals lands works and property of the railway company in such line or situation within the limits of deviation shown upon the deposited plans as shall be agreed between the engineer of the Corporation and the engineer of the railway company or settled by arbitration and so as in no way except as hereinafter provided to obstruct impede or interfere with the free uninterrupted and safe user of the railways and canals of the railway company or with the traffic thereon and if any such obstruction impeding or interference shall be caused or take place the Corporation shall pay to the railway company all reasonable costs and expenses to which they may be put as well as compensation for any loss sustained by them by reason of any such interruption or interference:

(4) The construction of the said bridges when commenced shall so far as they are over the said railways and canals be carried on continuously and the said bridges shall be completed with all reasonable dispatch and so that the temporary interference with the traffic on the railways or canals shall be of the least practicable duration and all temporary works in connection therewith shall be removed from the lands of the railway company immediately the permanent works have been completed:

(5) The Corporation shall before they commence the construction of any part of the said works which shall or may be carried across or over the

A.D. 1930.

railways canals lands works or property of the railway company furnish to the railway company proper and sufficient plans sections drawings and specifications thereof for the reasonable approval of the engineer of the railway company and the railway company shall give to the Corporation all reasonable facilities for the construction of the said works :

Provided that if the said engineer shall not signify his disapproval of such plans sections drawings and specifications within twenty-eight days after they shall have been submitted to him he shall be deemed to have approved thereof :

(6) If the railway company give notice to the Corporation within twenty-eight days after the submission of the before-mentioned plans sections drawings and specifications that they desire themselves to construct so much of the said works as will be carried over or involve interference with or alteration of the railways canals or works of the railway company the railway company may on behalf of the Corporation construct the same or such portions thereof as the railway company may decide in accordance with the said plans sections drawings and specifications together with any temporary works which may be necessary to ensure the safety of and the least practicable interference with the traffic on the said railways or canals and the Corporation shall repay to the railway company the expense reasonably incurred by them in that behalf but this subsection shall not apply to the surface of any road or to the laying of any sewer drain main pipe or electric cable therein :

(7) Before the Corporation commence the construction of any of the said works any temporary works which may be necessary to ensure the safety of the traffic on the railways or canals of the railway company may be carried out by the railway company and the costs and expenses reasonably incurred in connection therewith (including any compensation payable to any workmen or their legal representatives or

dependants in respect of the injury or death of such workmen whilst employed by the railway company in and about such works) shall be repaid to the railway company by the Corporation :

(8) If by reason of the construction of any of the said works it shall become necessary to add to or alter any signal cabins signal posts signals or signalling apparatus or any telegraph or telephone wires or works the railway company may make such additions and alterations and the reasonable expense of such additions and alterations shall be repaid by the Corporation and such reasonable expense as aforesaid shall include a sum to represent the reasonable capitalised cost—

(i) of maintaining and working any such additional signal cabins signal posts signals or other similar works; and

(ii) of the increased expenses (if any) entailed in maintaining and working any such altered signal cabins signal posts signals or other similar works :

(9) The said works so far as the same are to be carried over the railways canals lands works or property of the railway company and all works necessary or incidental to the execution or construction thereof shall be executed under the superintendence (if such be given) and to the reasonable satisfaction of the engineer of the railway company and the Corporation shall bear and pay to the railway company all reasonable costs charges and expenses incurred by such engineer in respect of such superintendence and the reasonable expense of the employment by the railway company of a sufficient number of inspectors watchmen and signalmen to be appointed by them (including any compensation payable to any workmen or their legal representatives or dependants in respect of the injury or death of such workmen whilst so employed) for inspecting watching lighting and signalling the railway with reference to and during the period of construction renewal or repair of the

A.D. 1930.

said works (as the case may be) and for preventing as far as may be all interference obstruction danger or accident arising from any of the operations of the Corporation or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise:

(10) The Corporation shall at all times at their own expense maintain the bridges by which the said works shall be carried over the railways canals or other works of the railway company and all other works which may in any manner affect the said railways canals or other works in substantial repair and good order and condition to the reasonable satisfaction of the engineer of the railway company and if and whenever the Corporation fail so to do after reasonable notice in that behalf the railway company may make and do in and upon as well the lands and property of the Corporation as of the railway company such works and things as shall be reasonably necessary in that behalf and the reasonable cost of so doing shall on demand be repaid to the railway company by the Corporation but this subsection shall not apply to the surface of any road thereon:

(11) The Corporation shall be responsible for and make good to the railway company all reasonable costs charges losses damages and expenses not otherwise provided for which may be occasioned to the railways canals stations depots or other works and property of the railway company by reason of the construction maintenance or failure of the said works over or adjacent to the railways canals lands works or property of the railway company or of any act or omission of the Corporation or of any person or persons in their employ or of their contractors or others or which may be occasioned to the railway company by reason of any accident or mishap affecting the traffic on such railways or canals during or arising out of the construction maintenance or failure of the said works and the Corporation shall effectually indemnify the railway company from all claims and demands

upon or against them by reason of such construction maintenance or failure or of any such act or omission :

Provided that the fact that any work or thing has been done in accordance with any plan section or specification approved by the engineer of the railway company or in accordance with any requirement of the said engineer or under his superintendence shall not excuse the Corporation from any liability for damage as aforesaid or affect any claim of the railway company for injury to the railways or canals of the railway company or the traffic thereon :

(12) If at any time hereafter the railway company in the exercise of their existing powers shall be desirous of extending widening or altering any part of their railways or canals affected by the said works or of adapting their railway for working by electrical power the Corporation shall give to the railway company all proper and reasonable facilities for that purpose including the right in connection with such electrification to make attachments to the said works subject to the reasonable approval of the Corporation :

(13) The Corporation shall at all times during the execution of the said works or the alteration of the levels of any existing street provide reasonable access for vehicular and pedestrian traffic going to or coming from any existing station wharf or depot of the railway company :

(14) (*a*) If in the opinion of the railway company or (in case of difference) of an arbitrator it shall be necessary for the railway company to purchase or pay compensation for any minerals required to be left unworked for the protection or safety of any works constructed under the powers of this Act then the Corporation shall on demand pay to the railway company the amount paid by the railway company for or in respect of such minerals together with all costs and expenses reasonably incurred by them in relation to any such purchase or payment of compensation;

A.D. 1930.

(*b*) If in the opinion of the railway company or (in case of difference) of an arbitrator it shall be necessary for the railway company to purchase or pay compensation for any minerals required to be left unworked for the protection or safety of the railway works or property of the railway company and also of the said works then the Corporation shall on demand pay to the railway company a fair proportion of the amount paid by the railway company for or in respect of such minerals and of the costs and expenses reasonably incurred by them in relation to any such purchase or payment of compensation and the proportion of such costs and expenses payable by the Corporation shall in case of difference be determined by arbitration;

(*c*) Before proceeding to purchase or pay compensation for any minerals to be left unworked for purposes mentioned in this section the railway company shall give to the Corporation not less than two months' notice of their intention :

(15) If any difference shall at any time arise between the Corporation and the railway company touching any of the matters referred to in this section except under subsection (2) of this section the same shall be settled by arbitration.

For protection of Rochdale Canal Company.

26. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the following provisions shall unless otherwise agreed between the Corporation and the Rochdale Canal Company (in this section called " the canal company ") apply for the protection of the canal company (that is to say) :—

(1) In constructing and maintaining the new street (in this Act called " the Eastern By-pass Road Work No. 3 ") by this Act authorised (in this section referred to as " the new street ") across the Rochdale Canal of the canal company (in this section referred to as " the canal ") near Tanners-field Lock No. 68 in the urban district of Failsworth and in exercising any

other of the powers in relation thereto conferred by this Act the Corporation shall not alter the line or level of the canal or of the towing-path thereof nor (except temporarily for the purposes of and during the construction of the bridge referred to in subsection (3) of this section and subject as hereinafter provided) contract the present width of the waterway of the canal to less than 40 feet or the present width of the towing-path of the canal to less than 9 feet or obstruct or impede the navigation of the canal or the passage of traffic along the towing-path or intercept cut off take use diminish or allow to escape any of the waters of the canal or otherwise damage or interfere with the canal or the towing-path thereof :

(2) The Corporation shall not otherwise than by agreement purchase or take any land or property of the canal company but the Corporation may purchase and the canal company may and shall sell and grant to the Corporation such an easement or right as shall be necessary for constructing and maintaining the new street across the canal and the towing-path thereof in the manner and within the limits of deviation shown on the deposited plans and sections or authorised by this Act subject nevertheless to the provisions of this section The consideration to be paid for such easement or right shall in case of dispute be determined in manner provided by the Acquisition of Land (Assessment of Compensation) Act 1919 :

(3) The new street shall be carried over the canal and the towing-path thereof by means of a single span bridge having the following dimensions between the abutments measured at right angles to the face of the abutments namely not less than 49 feet between the abutments at the level of the existing towing-path The bridge shall have a clear headway over the centre of the canal of not less than 10 feet 6 inches and at the abutments of not less than 7 feet 6 inches such headway to be measured from the crown of the weir of the

A.D. 1930.

canal at Newton Heath Lock No. 69 which headway shall be for ever afterwards maintained The said bridge shall not exceed 60 feet in width between the faces of the parapets abutting on the new street and measured at right angles to such parapets The said bridge shall be constructed of bricks stone concrete steel or iron or any of those materials combined :

(4) The Corporation shall at all times during the construction of the said bridge so carry out their works as to leave an uninterrupted width of waterway in the canal of not less than 25 feet and a clear width of towing-path of not less than 5 feet and a clear headway above the level of such waterway of not less than $9\frac{1}{2}$ feet at the centre and of not less than $7\frac{1}{2}$ feet over the towing-path :

(5) The construction of the abutments of the said bridge up to the underside of girder bed stone level shall be completed within eight months from the commencement thereof and all temporary works that may obstruct or curtail the waterway or the towing-path shall be removed within that period except such as may remain with the consent of the engineer of the canal company :

(6) The said bridge and the works connected therewith and all future structural repairs thereof shall be constructed and executed according to plans sections and specifications to be submitted to and to be subject to the reasonable approval of the engineer of the canal company previously to the commencement of the works and shall be carried on and completed to the reasonable satisfaction of such engineer Provided that if the said engineer shall for a period of fourteen days neglect or refuse to signify his approval or disapproval of such plans sections and specifications the same shall be deemed to have been approved by him :

(7) The said bridge and the works connected therewith shall be maintained in good and substantial repair by and at the expense of the

Corporation and in the event of the Corporation at any time neglecting after three months' notice from the canal company to put the same into such repair as aforesaid the canal company may repair the same and recover the expenses reasonably and properly incurred by them in so doing from the Corporation:

(8) Except to the extent allowed by the foregoing provisions of this section if in the construction maintenance or repair of the said bridge or the works thereof or by reason or in consequence of the construction thereof or of any defect failure or want of repair thereof or by reason or in consequence of the exercise by the Corporation of the powers of this Part of this Act any injury to or interference with the canal or the towing-path thereof or other work or property of the canal company or any obstruction to the navigation of the canal or the passage of traffic along the towing-path of the canal or any loss of water from the canal shall be occasioned or shall reasonably be apprehended the Corporation shall forthwith when required in writing so to do by the canal company restore the canal towing-path work or property as aforesaid to the same state and condition as before the happening of such injury or interference or remove such obstruction or stop or prevent such loss or further loss of water as the case may require to the reasonable satisfaction of the engineer of the canal company and in case of default by the Corporation in so doing it shall be lawful for the canal company to do the same and to recover the expenses reasonably and properly incurred by them in so doing from the Corporation:

(9) The Corporation shall compensate and indemnify the canal company for and in respect of and against all damage loss costs expenses claims and demands which the canal company may sustain or incur or which may be brought against them by reason or in consequence of any such injury interference obstruction or

A.D. 1930.

loss of water as in the immediately preceding subsection mentioned and the Corporation shall not be relieved of liability under this subsection by reason of the design method of construction or materials of the said bridge or other works of the Corporation having been approved by the engineer of the canal company or settled by arbitration:

(10) In the event of the canal company at any time hereafter constructing a building or buildings over the canal alongside the said bridge on either side thereof the canal company shall be entitled without making any payment therefor to the Corporation to have an access or accesses from the said bridge to the said building or buildings the cost of constructing such access or accesses shall be paid for by the canal company and the canal company their agents and servants and the occupiers of the said building or buildings and persons having business thereat shall be entitled at all times to use the said access or accesses for the purpose of passing to or from the said bridge from and to the said building or buildings If and when the Corporation are requested by the canal company so to do they shall at the cost of the canal company remove or alter the parapets of the said bridge or such part of the parapets as may be necessary down to the level of the street surface in order to provide the said access or accesses Provided that any removal or alteration so required shall not be such as would endanger the safety of the public using the said bridge or prevent or interfere unreasonably with the facilities for the maintenance of the said bridge:

(11) If any difference shall arise between the Corporation and the canal company under this section the same shall except where otherwise expressly provided be determined by arbitration.

For protection of Hulme Trust Estates.

27. Notwithstanding anything contained in this Act or shown on the deposited plans the following provisions for the protection of the trustees of the

foundation known as the Hulme Trust Estates their successors and assigns (all of whom are in this section referred to as "the owners") shall unless otherwise agreed in writing between the Corporation and the owners apply and have effect (that is to say):—

(1) In this section "the signed plan" means the plan signed by Henry Simpson Batey on behalf of the owners and by John Luke on behalf of the Corporation:

(2) If the Corporation require to take for the purposes of or in connection with the construction of the Eastern By-pass Road any portion of the land belonging to the owners and coloured blue on the signed plan then and in that case they shall serve notice to treat upon the owners for the purchase of the whole of such land:

(3) If the Corporation require to take for the purposes of or in connection with the construction of the Eastern By-pass Road any portion of the land belonging to the owners and coloured pink on the signed plan then and in that case they shall serve notice to treat upon the owners for the purchase of the whole of such land and the Corporation shall in the conveyance of such land to them covenant with the owners—

(*a*) to leave open and unbuilt upon so much of such land as is intended to form parts of intended streets shown upon the signed plan;

(*b*) to form complete and sewer the half parts of such streets so far as they shall be co-extensive with the land conveyed; and

(*c*) to fence off so much of such land as shall not consist of the sites of streets from the adjoining lands of the owners by means of the erection of a good and sufficient fence:

(4) If the Corporation require to take for the purposes of or in connection with the construction of the Eastern By-pass Road any portion of the land numbered 32 33 and 34 on the deposited plans for the county borough of Stockport

A.D. 1930.

they shall upon such land when acquired by them forthwith form complete and sewer and for ever thereafter maintain two roads each of a width prescribed by the byelaws in force in the said borough running east and west in such positions as the owners may reasonably require so as to provide means of communication between the remaining lands of the owners and the Eastern By-pass Road when constructed and the owners their lessees and tenants shall at all times and for all purposes have a free unrestricted and uninterrupted right of way over the said two roads The Corporation shall in the conveyance of such land to them covenant with the owners to fence off so much of the land conveyed as shall not consist of the sites of streets from the adjoining land of the owners by means of the erection of a good and sufficient fence :

(5) In the event of the Corporation acquiring any of the said lands referred to in this section or any part thereof the Corporation shall not erect or permit to be erected on the land acquired warehouses factories or similar buildings :

Provided that—

(*a*) if the owners erect or permit the erection of warehouses factories or similar buildings on land belonging to them adjoining the land acquired as aforesaid then the restriction imposed upon the Corporation by this subsection shall cease to apply; and

(*b*) the words " similar buildings " shall not for the purposes of this section include dwelling-houses shops or offices :

(6) (*a*) In the event of the Corporation acquiring the land numbered 30 31 38 and 39 on the deposited plans for the city the owners shall not at any time make any claim in respect of damage to other premises belonging to them on the north side of Peel Street in the

city by reason of interference with light caused by the erection of any buildings on the lands so acquired;

(*b*) The owners may enlarge or rebuild their said premises on the north side of Peel Street to any height they may desire and in the event of their so doing they shall not be subject to any claim by the Corporation or their lessees or assignees in respect of damage to any building erected or to be erected on the said land numbered 30 31 38 and 39 by reason of interference with light caused by such enlargement or rebuilding:

(7) The conveyance to the Corporation of any land forming part of the owners' Broadstone Hall Estate and acquired by them under the powers contained in this Act shall contain an exception and reservation of the mines and minerals lying under such land with powers to work and get the same and the Eastern By-pass Road and the works connected therewith shall be deemed to be sanitary works within the meaning of the Public Health Act 1875 (Support of Sewers) Amendment Act 1883 and that Act shall apply thereto accordingly:

(8) Any question arising between the Corporation and the owners under the provisions of this section or as to anything to be done or not to be done thereunder shall be referred to and determined by a single arbitrator to be appointed on the application of either party after notice in writing to the other of them by the President of the Surveyors' Institution.

FINANCE AND MISCELLANEOUS.

Power to borrow.

28.—(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 revenues of the Corporation for and in connection with the purposes mentioned in the first column of the following table any sums of money not exceeding in the whole the respective sums mentioned in the second column thereof and shall repay all moneys so borrowed within the respective periods mentioned in the third column thereof

A.D. 1930

and those periods shall be the prescribed periods for the purposes of section 45 (As to repayment of borrowed moneys) of the Manchester Corporation Act 1891 (namely) :—

Purpose.	Amount.	Period for repayment.
	£	
(*a*) The purchase of lands for the purposes of this Act.	625,100	Sixty years from the date or dates of borrowing.
(*b*) The construction of the street improvements.	812,000	Forty years from the date or dates of borrowing.
(*c*) The payment of the costs charges and expenses of this Act.	The sum requisite.	Five years from the passing of this Act.

(2) The Corporation may also with the consent of the Minister borrow or raise at interest on the security of the revenues of the Corporation such further money as may be necessary for the purposes of this Act and shall repay any money borrowed under this subsection within such period as may be prescribed by the Minister.

Borrowing powers for contracting authorities.

29.—(1) So far as may be necessary for the purpose of carrying into effect any agreement referred to in the section of this Act whereof the marginal note is "Agreements with county council Stockport Corporation and Failsworth Council" the county council and the Stockport Corporation may borrow so much of the sums included in the estimates referred to in the preamble to this Act as relates to the purchase of lands and the execution of the works in the area of such authority and to the extent to which such authorities exercise such borrowing powers the borrowing powers conferred upon the Corporation by paragraphs (*a*) and (*b*) of the section of this Act whereof the marginal note is "Power to borrow" shall be reduced by corresponding amounts and such authorities may borrow further money for those purposes with the consent of the Minister.

(2) Any money borrowed by such authorities shall as regards money borrowed for the purchase of land be repaid within sixty years from the date or dates of borrowing as regards money borrowed for the execution of works within forty years from the date or dates

of borrowing and as regards money borrowed with the consent of the Minister within such period as may be prescribed by him.

(3) Any money borrowed under this section by the county council shall be borrowed under and subject to the provisions so far as applicable of section 69 of the Local Government Act 1888 and any money borrowed thereunder by the Stockport Corporation shall be borrowed under and subject to the provisions so far as applicable of the Public Health Act 1875 but the consent of the Minister shall not be required to the borrowing or to the period of repayment of moneys borrowed under this section except to the extent provided by subsections (1) and (2) of this section.

Further powers as to borrowing.

30.—(1) The repayment of all principal sums secured by mortgages granted under section 82 (Power to use one form of mortgage for all purposes) of the Act of 1914 whether granted before or after the passing of this Act and the payment of interest thereon shall be and the same are by virtue of this Act charged upon the revenues of the Corporation.

(2) The form of mortgage and the form of transfer of mortgage contained in the Fourth Schedule to the Act of 1914 shall as regards mortgages granted or transferred after the passing of this Act be altered so as to relate to the revenues of the Corporation instead of the city rate.

(3) The enactments mentioned or referred to in the Third Schedule to the Act of 1914 to the extent indicated in that schedule and the following sections of that Act (namely):—

Section 80 (Power to use sinking fund instead of borrowing);

Section 82 (Power to use one form of mortgage for all purposes) as amended by this section;

and section 89 (Amendment of provisions as to issue of bills) of the Act of 1920 shall apply to all moneys to be borrowed or raised by the Corporation under this Act or any Act passed in the present session of Parliament or under any Act or order passed or made after the

A.D. 1930.

passing of this Act as if the moneys had been authorised to be borrowed or raised by section 78 (Power to borrow) of the Act of 1914.

Service of notices under Lands Clauses Acts.

31. Notices required or authorised to be served by the Corporation under the Lands Clauses Acts as incorporated with any general or local Act or Order whereby the Corporation are authorised to acquire land may if the Corporation think fit be served by registered post and in proving service it shall be sufficient to prove that the notice was properly addressed and registered at a post office.

Application of existing enactments.

32. The following enactments shall extend and apply to the purposes of this Act as if with all necessary modifications they were re-enacted in this Act (namely) :—

Manchester Corporation (General Powers) Act 1921—

Section 63 (Inquiries by Minister of Health);

Section 66 (Powers of Act cumulative).

Manchester Corporation Act 1924—

Section 11 (Owners may be required to sell parts only of certain premises);

Section 23 (Power to alter steps areas pipes &c.);

Section 15 (Persons under disability may grant easements &c.);

Section 16 (Extinction of private rights of way);

Section 17 (Temporary stoppage of streets).

Manchester Corporation Act 1927—

Section 5 (Correction of errors in deposited plans and book of reference).

Manchester Corporation Act 1929—

Section 6 (Plans &c. to be open to inspection);

Section 7 (Certified copies of plans &c. to be evidence);

Section 18 (Audit of accounts);

Section 19 (Expenses of execution of Act) :

Provided that in the application of section 11 of the Manchester Corporation Act 1924 that section shall have effect with the substitution of the Second Schedule to this Act for the First Schedule to that Act.

A.D. 1930.

Costs of Act.

33. 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 general rate fund or out of money to be borrowed under this Act for that purpose.

A.D. 1930.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

PART I.

AGREEMENT WITH COUNTY COUNCIL AND FAILSWORTH COUNCIL.

MEMORANDUM OF AGREEMENT made the seventeenth day of April one thousand nine hundred and thirty between THE LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF MANCHESTER (hereinafter called "the Corporation") of the first part THE URBAN DISTRICT COUNCIL FOR THE URBAN DISTRICT OF FAILSWORTH (hereinafter called "the District Council") of the second part and THE COUNTY COUNCIL FOR THE ADMINISTRATIVE COUNTY OF THE COUNTY PALATINE OF LANCASTER (hereinafter called "the County Council") of the third part.

WHEREAS the Corporation are promoting a Bill in Parliament this session intituled the Manchester Corporation (General Powers) Bill (hereinafter called "the Bill") for the purpose (inter alia) of making and maintaining certain street improvements and other works therein mentioned including a new street called in the Bill the Eastern By-pass Road situate in the city of Manchester the county borough of Stockport and the urban district of Failsworth Work No. 3 of which commences at the junction of Ashton New Road Clayton with Schofield Street in the city of Manchester and terminates in Oldham Road opposite to Broadway in the urban district of Failsworth :

And whereas the Corporation have made provision in the Bill whereby an agreement between the Corporation the District Council and the County Council may be entered into and carried into effect relative to the Eastern By-pass Road and in regard to the acquisition of land and the construction and maintenance thereof and in the event of any such agreement providing for the construction of any part of the road by one of the parties to the agreement that authority shall have the powers and be subject to the obligations of the Bill with reference to that part of the road and to the land required for the construction thereof :

And whereas further provision is made in the Bill whereby any party to the said agreement may borrow so much of the sums included in the estimates referred to as relates to the purchase of the land to be acquired and the execution of the works in the area of such authority in the manner set out in the Bill:

And whereas the Corporation the District Council and the County Council have agreed to enter into the following agreement for the purpose of carrying into effect the provisions of the Bill in the construction and maintenance of so much of the Eastern By-pass Road as is included in the said Work No. 3 and is situate in the urban district of Failsworth hereinafter called "the Failsworth Work No. 3":

1. The Corporation at any time after the said Bill has received the Royal Assent shall if and when they have decided to commence the construction of the portion of Work No. 3 which is situate in the city call upon the County Council at their own expense to proceed with the construction of the Failsworth Work No. 3 and the County Council upon being so called upon shall thereupon forthwith proceed to carry out the said Failsworth Work No. 3 in such manner as to ensure the completion thereof concurrently with the completion by the Corporation of the portion of Work No. 3 which is situated in the city.

2. (*a*) The County Council shall carry out all negotiations either through the superintending valuer or otherwise for the acquisition and possession of lands and property necessary for the construction of the Failsworth Work No. 3 together with lands and properties within the limits of deviation as shown on the parliamentary deposited plan and also any lands required for the re-housing of persons to be dispossessed in the urban district of Failsworth by reason of the construction of the Failsworth Work No. 3 to the intent that in any event the approval of the superintending valuer shall be obtained to any terms and conditions so agreed to.

(*b*) The County Council shall utilise lands in the urban district of Failsworth for the purposes of rehousing of persons to be so dispossessed as aforesaid in the urban district of Failsworth.

3. The County Council shall undertake the preparation and completion of any necessary documents to give effect to the arrangements made and shall make any disbursements in connection therewith and any such documents so far as the arrangements referred to shall necessitate the District Council being a party thereto shall be submitted to the District Council for approval.

4. The County Council shall concurrently with the negotiations for the acquisition or possession of land and property proceed with the preparation of detailed plans and specifications in connection with the construction of the Failsworth Work No. 3

A.D. 1930. including surface water drains as may be necessary and further all plans and specifications for the erection of houses to replace those to be demolished by reason of the construction of the Failsworth Work No. 3.

5. The County Council shall in the preparation of the said detailed plans and specifications consult with the officials of the Corporation and the District Council so that as far as possible the Failsworth Work No. 3 shall be constructed in accordance with the plans and specifications of the works to be carried out by the Corporation on the portion of the said Work No. 3 which is situate in the city of Manchester.

6. The County Council shall take all necessary steps to secure the approval of the Ministry of Transport for grant-earning purposes to such plans and specifications together with the plans and specifications of the houses to replace those to be demolished by reason of the construction of the Failsworth Work No. 3.

7. The County Council shall upon receiving the approval of the Ministry of Transport be at liberty to either invite tenders for the execution of the work and for the erection of houses by contract or may decide to carry out the whole of the said works or any part thereof by direct labour and in the event of its being decided to proceed by contract the tender accepted by the County Council shall be notified to the Corporation and the Ministry of Transport and upon the approval of the Ministry of Transport the County Council shall proceed to execute the necessary contract.

8. The whole of the unskilled labour to be employed on the Failsworth Work No. 3 shall be recruited from the Failsworth Labour Exchange.

9. The County Council shall upon the execution of the contract or upon so determining to carry out the Failsworth Work No. 3 by direct labour forthwith proceed with the construction of the Failsworth Work No. 3 and the erection of the houses under the direct supervision of the county surveyor.

10. The County Council shall receive the whole of the Ministry of Transport grants in respect of the Failsworth Work No. 3.

11. The County Council shall in order that money may be available to pay any compensation for acquisition or possession of land or property costs and other expenses exercise such portion of the said borrowing powers upon the said Bill receiving Royal Assent as may be necessary in connection with the construction of the Failsworth Work No. 3.

12. Upon the completion of the construction of the Failsworth Work No. 3 the new road or highway shall in the event of the same being classified by the Ministry of Transport become a

county road vested in the County Council in accordance with the provisions of the Local Government Act 1929 and in the event of the same not being so classified shall become a highway vested in the District Council under the provisions of the Public Health Acts.

13. If any dispute shall arise between the said parties hereto upon any matter affecting this agreement the same shall be referred to an engineer to be appointed at the request of any of the parties by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

It is hereby further covenanted and agreed between the said parties that the carrying into effect of the construction of the Failsworth Work No. 3 is subject to the scheme being accepted by the Ministry of Transport as grant-earning on the basis of the Eastern By-pass Road being regarded as a first-class road and available for the percentage grant prevailing at the time of the construction thereof including a similar grant towards the cost of the re-housing necessary in connection with the displacement of persons of the working classes by reason of the construction of the Failsworth Work No. 3.

As witness the respective common seals of the respective authorities party hereto.

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. 117937.

R. NOTON BARCLAY
Lord Mayor.

F. E. W. HOWELL
Town Clerk.

The common seal of the urban district council of Failsworth was hereunto affixed in the presence of

Seal of the Failsworth Urban District Council.

JOHN R. BARLOW
Chairman of the Council.

H. C. BROOME
Clerk to the Council.

A.D. 1930.

The common seal of the county council of the county palatine of Lancaster was hereunto affixed pursuant to a resolution of the said council in the presence of

Seal of the county council of the county palatine of Lancaster. 10757.

HAROLD W. CLEAVER
Deputy Clerk of the County Council.

PART II.

AGREEMENT WITH THE STOCKPORT CORPORATION.

THIS AGREEMENT is made the seventeenth day of April one thousand nine hundred and thirty between THE LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF MANCHESTER (hereinafter referred to as "the Manchester Corporation") of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF STOCKPORT (hereinafter referred to as "the Stockport Corporation") of the other part.

WHEREAS:

1. The Manchester Corporation are promoting a Bill in the present session of Parliament for the purpose of (inter alia) conferring further powers upon them for the construction of street improvements and by the section of the said Bill the marginal note of which is "Power to make street improvements" it is provided that subject to the provisions thereof the Manchester Corporation may in the lines and according to the levels shown upon the deposited plans and sections relating thereto make and maintain (inter alia) a new street (therein called "the Eastern By-pass Road") to be situate in the county borough of Stockport the city of Manchester and the urban district of Failsworth with all proper and necessary junctions connections approaches sewers drains works and conveniences in connection therewith as in the said Bill mentioned And by the section of the said Bill the marginal note of which is "Agreements with county council Stockport Corporation and Failsworth Council" it is provided (inter alia) that the parties hereto may enter into and carry into effect agreements relative to the said Eastern By-pass Road and the acquisition of land therefor the construction

and maintenance thereof and the construction of any sewers that may be necessary in connection with or in consequence of the construction of that part of the said Eastern By-pass Road which will be situate in the borough of Stockport:

2. The parties hereto have agreed to enter into the arrangements hereinafter contained:

Now it is hereby mutually covenanted agreed and declared as follows :—

1. Upon the said Bill receiving the sanction of Parliament the Manchester Corporation shall proceed without undue delay with the construction of that section of the said Eastern By-pass Road which is situate between Broadstone Road in the county borough of Stockport and Hyde Road in the city of Manchester (and which section of such road is hereinafter referred to as " the said road ").

2. All negotiations for the acquisition and the obtaining of possession of the lands and property necessary for the construction of the said road including lands and property within the limits of deviation as shown on the parliamentary deposited plans shall be conducted through the Manchester Corporation and in connection with the acquisition of lands and property situate within the county borough of Stockport the city surveyor of Manchester (hereinafter referred to as " the city surveyor ") shall confer with the borough surveyor and engineer of Stockport (hereinafter referred to as " the borough surveyor ") as may be necessary from time to time.

3. Unless otherwise agreed to by the Manchester Corporation the Stockport Corporation shall take the conveyance of all land and property acquired within the county borough of Stockport and the Stockport Corporation on demand shall give to the Manchester Corporation vacant possession of so much of such land as may be required for or in connection with the construction of the said road Provided always that where arrangements can be made for vacant possession of the land required for or in connection with the construction of the said road together with an agreement with the owner thereof as to the repayment by him of a proportionate part of the cost of constructing the said road (being not less than the cost of constructing a road of the maximum width in accordance with the byelaws of the Stockport Corporation) the city surveyor shall not purchase the land lying outside the street lines and within the limits of deviation unless requested by the Stockport Corporation so to do.

4. The approval of the Government superintending valuer to the terms and conditions agreed by the city surveyor and the borough surveyor for the acquisition or possession of land and property within the county borough of Stockport shall be accepted by the Stockport Corporation.

A.D. 1930.

5. Upon notification to the Stockport Corporation of the approval of the said superintending valuer the preparation and completion of any necessary documents to give effect to the arrangements made shall forthwith be proceeded with by the town clerk of Stockport and any disbursements in connection therewith shall be made by the Stockport Corporation.

6. Concurrently with the negotiations for the acquisition and obtaining vacant possession of land and property the Manchester Corporation shall proceed with the preparation of detailed plans and specifications in connection with the construction of the said road and surface water drains (hereinafter called "the road works") and with the foul sewer required by each Corporation (hereinafter respectively called "the Manchester foul sewer and the Stockport foul sewer" and which sewers are hereinafter together referred to as "the said sewers").

7. The Manchester Corporation shall submit detailed plans and specifications of the road works and of the Stockport foul sewer to the Stockport Corporation for approval which approval shall not be unreasonably withheld.

8. The Manchester Corporation shall take all necessary steps with the view of securing (*a*) that the said road when constructed in accordance with the plans and specifications referred to in clause 6 hereof shall be accepted by the Ministry of Transport as grant-earning on the basis of the said road being regarded as a first-class road and available for the percentage grant prevailing at the time of the construction of the said road and (*b*) that the said sewers when constructed in accordance with the plans and specifications referred to in clause 6 hereof shall be accepted by the Unemployment Grants Committee as grant-earning Upon being notified by the Ministry of Transport and the Unemployment Grants Committee of such acceptance the Manchester Corporation shall invite tenders for the execution of the road works and the said sewers.

9. The construction of the road works and the said sewers therein shall be by contract The receipt of the tenders for each contract shall be notified to Stockport Corporation and each tender shall be open to their inspection Any tender proposed to be accepted by the Manchester Corporation shall be notified to the Stockport Corporation The tender proposed to be accepted by the Manchester Corporation for the construction of the said road works shall also be notified by them to the Ministry of Transport and the tender proposed to be accepted for the construction of the said sewers shall also be notified to the Unemployment Grants Committee Upon the approval of such tenders being signified to the Manchester Corporation by the Stockport Corporation the Ministry of Transport and the Unemployment

Grants Committee the Manchester Corporation shall proceed to obtain the execution of the necessary contracts for the construction of the road works and the said sewers A copy of the tender or tenders proposed to be accepted fully priced out shall be forwarded to the Stockport Corporation.

10. The whole of the unskilled labour to be employed on the road works and the said sewers shall be recruited from the Stockport Labour Exchange and the Manchester Labour Exchange respectively in equal proportions or as near thereto as may be possible.

11. The construction of the road works and the said sewers shall forthwith be proceeded with upon the execution of the contract referred to in clause 9 hereof under the supervision of the Manchester Corporation The borough surveyor or his representative shall have access to the works at any time for the purpose of satisfying himself that the road works and the said sewers are being carried out in a proper and workmanlike manner to his reasonable satisfaction and for the purpose of making a valuation of the work done as required by clause 12.

12. The Manchester Corporation shall pay to the contractor the value of the work executed from time to time upon the certificates of the city engineer of the city of Manchester (hereinafter referred to as "the city engineer") up to and including the completion of the contract and upon demand the Stockport Corporation shall repay to the Manchester Corporation such sums as may be certified by the city engineer and countersigned by the borough surveyor The basis of such repayment shall be as follows The Stockport Corporation shall pay in respect of the road works such proportion of each payment to the contractor as the length coloured red on the plan attached hereto together with half the length coloured blue on such plan bears to the total length coloured red blue and green on the said plan and in respect of the Stockport foul sewer shall pay the full amount of each payment to the contractor.

13. If the construction of the said road works shall interfere with any sewers drains gas water and electricity mains pipes and cables or other apparatus belonging to the Stockport Corporation any alteration in the position or otherwise of such sewers drains mains pipes cables or other apparatus and the construction of any protective works which may also be found to be necessary may if the Stockport Corporation shall so desire be carried out and executed by the Stockport Corporation All necessary facilities for the execution of such works by the Stockport Corporation shall be afforded by the Manchester Corporation and such works shall be carried out by the Stockport Corporation forthwith after being requested so to do by the Manchester

A.D. 1930. Corporation The expense incurred in executing the works referred to in this clause shall be regarded as part of the cost of the construction of the portion of the said road in which such works shall be carried out.

14. As the said road when constructed will as to certain transverse sections thereof be situate partly in the county borough of Stockport and partly in the city of Manchester each of the parties hereto shall have the right to construct and lay at any time or times hereafter and at all times thereafter use reconstruct relay replace repair cleanse maintain and manage in through and under such portions of the said road as are situate in the area of the other of them (*a*) such sewers and drains as may from time to time be found to be necessary to drain the respective areas of each of the parties hereto and (*b*) such gas water and electricity mains pipes and cables as may from time to time be found to be necessary to enable each of the parties hereto to supply gas water and electricity to their respective areas of supply The said sewers drains mains pipes and cables shall be laid in the said road in such positions as shall be agreed between the parties hereto and the necessary facilities shall be afforded by each party hereto to the other of them for the purpose of enabling the party desiring to execute such works to do so.

The surface of the said road when interfered with by either party hereto in connection with any of the purposes referred to in this clause shall be restored to the reasonable satisfaction of the other party hereto by the party hereto in whose area the portion of the said road so interfered with is situate and at the expense of the party so interfering with the surface of the said road.

15. The Manchester Corporation shall receive the whole of the grants which shall be made by the Ministry of Transport and Unemployment Grants Committee in respect of the road works and the said sewers and shall give the Stockport Corporation credit for the proportionate part of such grants in each repayment under the certificate to be signed by the city engineer and countersigned by the borough surveyor as provided in clause 12 hereof.

The proportionate part of the grant as between the road works in Manchester and Stockport respectively shall be settled by the Ministry of Transport.

16. In order that money may be available to pay any compensation for the acquisition and/or obtaining vacant possession of lands and property and the costs and other expenses incidental to such acquisition and obtaining vacant possession and the construction of the road works and the said sewers Stockport Corporation and the Manchester Corporation exercise such portion of the borrowing power sanctioned under

Manchester Corporation (General Powers) Bill upon the same receiving the sanction of Parliament as may be necessary in connection with the construction of the road works and the said sewers. A.D. 1930.

17.—(1) Upon the completion of the construction of the road works and the said sewers the subsequent maintenance of the said road as a highway repairable by the inhabitants at large and of the foul sewers as public sewers shall be undertaken by the Manchester Corporation and the Stockport Corporation respectively as follows:—

The Manchester Corporation shall maintain—

(*a*) the length of road commencing at a point 1114 yards distant in a northerly direction measured from the northerly side of Broadstone Road and terminating at the northerly side of Barlow Road as proposed to be diverted;

(*b*) the length of road commencing at the Nico Ditch and terminating at Hyde Road.

These two lengths are coloured blue and hatched green uncoloured and hatched green and coloured green and hatched green on the plan annexed hereto.

(*c*) The Manchester foul sewer.

(2) The Stockport Corporation shall maintain—

(*a*) the length of road commencing at the northerly side of Broadstone Road and extending for a distance of 1114 yards measured in a northerly direction from the northerly side of Broadstone Road;

(*b*) the length of road commencing at the northerly side of Barlow Road as proposed to be diverted and terminating at Nico Ditch.

These two lengths are coloured red and hatched red and coloured blue and hatched red on the plan annexed hereto.

(*c*) The Stockport foul sewer.

All questions or differences which may arise between the parties hereto respecting this agreement or any clause or matter herein contained or the rights duties and liabilities of either party under this agreement shall be referred to and determined by a single arbitrator to be appointed by the Minister of Transport and any reference to the Minister of Transport or the referee appointed by the Minister of Transport under this agreement shall be a reference to arbitration under the Arbitration Act 1889 or any statutory modification thereof.

A.D. 1930.

19. This agreement is conditional (*a*) upon the execution by each of the contracting authorities mentioned in the section of the Bill the marginal note of which is "Agreements with county council Stockport Corporation and Failsworth Council" and the Manchester Corporation of the respective agreements referred to in such section (*b*) on the acceptance by the Ministry of Transport and the Unemployment Grants Committee referred to in clause 8 hereof being obtained and also (*c*) to the approval of Parliament and to such alterations as may be made by Parliament in the said Bill but in the event of either House of Parliament making any material alteration in the said Bill either party hereto may on giving notice to the other of them determine and put an end to this agreement and from the date of the service of any such notice upon the other of them this agreement shall be void and of no effect Any such notice shall be sufficiently served on the Manchester Corporation if it is sent by post in a registered letter addressed to the Town Clerk Town Hall Manchester and on the Stockport Corporation if it is sent by post in a registered letter addressed to the Town Clerk Town Hall Stockport and that service shall be deemed to be made at the time at which the registered letter would in the ordinary course be delivered.

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

The common seal of the mayor aldermen and burgesses of the borough of Stockport was hereunto affixed pursuant to resolution in the presence of

Seal of the Stockport Corporation. 18337

JOSHUA PRESTON
Mayor.

ROBERT HYDE
Town Clerk.

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. 117935.

R. NOTON BARCLAY
Lord Mayor.

F. E. W. HOWELL
Town Clerk.

THE SECOND SCHEDULE.

LIST OF PROPERTIES OF WHICH PORTIONS ONLY MAY BE REQUIRED BY THE CORPORATION.

Work.	Numbers on deposited plans (all in the city except where otherwise stated).
Eastern By-pass Road—	
Work No. 1	45 in the parish of Reddish
Work No. 2	45
Work No. 3	6 in the urban district of Failsworth and 84 98 107 277
Irk Valley Road—	
Work No. 1	122
Irk Valley Road—	
Work No. 2	21
Abbey Hey Lane Widening	2 3 4 5
Barlow Road and Mount Road Widening	2 3 4 5 6 7 8 9 10 11 14
Broom Lane Widening	25
Burnage Lane Widening	3 4 7
Christ Church Avenue Widening	1 4 8
Church Lane and Hall Street Widening	3 4 5 6 8 9 10 11 12 13 14 15 16 17 23 24 25 26 29 31 33 35 37
Cross Lane Widening	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22
Delaunays Road Widening	2 3 4 9 16 17 21 27
Denmark Road Widening	4 7
Kirkmanshulme Lane Widening	2 3
Middleton Road and Crumpsall Lane Widening	4 5 6 7 9 10 12 14 15 16 18 20 23 24 25 26 28 29 30 33
Moss Bank Widening	1
Reddish Lane Widening	2 3

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