# CHAPTER xxix.

An Act to authorise the Leeds and Liverpool Canal Company and the undertakers of the Aire and Calder Navigation to abandon the Bradford Canal and to sell or dispose of the site thereof and of the property connected therewith and for other purposes. A.D. 1922.

[29th June 1922.]

WHEREAS by an Act passed in the eleventh year of the reign of His Majesty King George III. intituled "An Act for making a navigable cut or canal from "Bradford to join the Leeds and Liverpool Canal at "Windhill in the township of Idle in the county of York" the company of proprietors of the Bradford Navigation (hereinafter called "the original company") were incorporated and were empowered to make the canal described in the title to the said Act and by another Act passed in the forty-second year of the same reign certain estates were vested in trustees for the benefit of the original company:

And whereas in pursuance of the powers contained in the first mentioned Act the canal thereby authorised was constructed opened and maintained by the original company:

And whereas by the Bradford Canal Act 1871 certain contracts (scheduled to that Act) for the sale by the original company to the Bradford Canal Company Limited (hereinafter called "the Limited Company") of the lower part of the canal which was in the same Act defined to mean so much of the said canal as was

A.D. 1922. situated between the north side of North Brook Street Bridge in the town of Bradford and the termination of the canal at its junction with the Leeds and Liverpool Canal were confirmed and made binding on the parties thereto And it was enacted that from and after the transfer to the Limited Company of the lower part of the canal all the powers theretofore enjoyed or exercised by the original company with respect to the maintenance and use of the canal subject as therein mentioned together with the power of levying tolls in respect thereof and all other powers rights and authorities vested in the original company together with all duties and obligations should for the purposes of the lower part of the canal be vested in and exercised and enjoyed by the Limited Company as though they had been the company originally incorporated by the first-mentioned Act And it was further enacted that the original company should close and keep closed sell and dispose of the upper part of the canal:

And whereas by the Bradford Canal Transfer Act 1878 (hereinafter referred to as "the Act of 1878") it was (inter alia) provided that the Limited Company should sell to the Leeds and Liverpool Canal Company (hereinafter called "the Leeds Company") and that the Leeds Company should purchase the canal property of the Limited Company that is to say the canal basins reservoirs weirs locks wharves towing paths aqueducts and other works lands (with certain exceptions) houses and other freehold and leasehold hereditaments waters water rights and other easements and plant fixtures and furniture belonging to the Limited Company and the powers of demanding and taking tolls rates duties and charges and all other powers privileges and exemptions conferred on the Limited Company by the said recited Acts subject to all contracts obligations and liabilities of the Limited Company charged upon or affecting their canal property and that from and after the completion of the said sale and purchase all rights and powers by the said recited Acts or by any other Acts conferred on or vested in the Limited Company should be enjoyed and exercised by the Leeds Company and that from and after the said date the said recited Acts and any other Acts containing provisions relating to the original company or the Limited Company should so far as not inconsistent with the provisions of the Act of 1878

be read and construed as if the name of the Leeds Company had been used therein instead of the name of the original company or the Limited Company as the case might be:

And whereas it was by the Act of 1878 further provided that the Leeds Company should keep and maintain the portion of canal to be purchased by them (hereinafter referred to as "the canal") and the works thereof in good working condition and open and navigable for the use of all companies and persons desirous to use and navigate the same and should allow water to be taken from their canal free of charge for the use of the canal:

And whereas it was further provided by the Act of 1878 that the undertakers of the Aire and Calder Navigation (hereinafter referred to as "the undertakers") might signify their desire within a limited time to become joint proprietors with the Leeds Company of the canal and other property acquired by the Leeds Company from the Limited Company and that in the event of their so doing the canal and property aforesaid should be conveyed to the Leeds Company and the undertakers or their trustees so as to vest an undivided moiety thereof in the Leeds Company and an undivided moiety thereof in the undertakers or their trustees and that from and after the execution of such conveyance the Act of 1878 should be construed and have effect as if the Leeds Company and the undertakers had been therein named jointly instead of only the Leeds Company and that in the event of the undertakers becoming owners of the canal jointly with the Leeds Company as aforesaid the entire management of the canal and works connected therewith and of the traffic thereon should be vested in a committee consisting of three persons appointed by the directors of the Leeds Company and three by the directors of the undertakers from among the members of their respective boards:

And whereas the undertakers became owners of the canal jointly with the Leeds Company in accordance with the provisions of the Act of 1878 and the canal has since the acquisition thereof by the two canal companies been managed and maintained by the joint committee constituted by the said Act:

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And whereas the maximum tolls and charges applicable to the canal are now regulated by the schedule to the Canal Tolls and Charges No. 3 (Aberdare &c. Canals) Order Confirmation Act 1894 and by a direction of the Minister of Transport dated the first day of September one thousand nine hundred and twenty:

And whereas the receipts from traffic on and other revenue arising from the canal are and have been for some years past insufficient to meet the expense of maintaining and working the canal and for providing a return on the capital invested therein:

And whereas having regard to the large increase in the cost of operating the canal and for other reasons there is no probability that the canal can hereafter be carried on otherwise than at a loss:

And whereas it is expedient that the Leeds Company and the undertakers should be authorised to close the canal for the purposes of traffic and should be released from all obligations to maintain the canal and to supply the same with water and should be empowered to sell the canal and the property held by them for the purposes thereof or in connection therewith:

And whereas it is expedient that such other provisions in relation to the matters aforesaid should be made as are contained in this Act:

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

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

Short title.

**1.** This Act may be cited as the Bradford Canal (Abandonment) Act 1922.

Interpretation.

**2.** In this Act unless there be something in the subject or context repugnant to such construction—

The expression "the two canal companies" means and includes the Leeds and Liverpool Canal Company and the undertakers of the Aire and Calder Navigation;

The expression "the canal" means the Bradford Canal and the site thereof and unless the contrary appears includes the towing paths banks laybyes basins aqueducts locks wharves warehouses pumping stations bridges culverts drains and other works and conveniences connected therewith as now vested in the two canal companies by virtue of the Canal Acts ;

The expression "the Canal Acts" means and includes the Acts recited in the preamble to this Act ;

The expressions "the Act of 1871" and "the Act of 1878" mean respectively the Bradford Canal Act 1871 and the Bradford Canal Transfer Act 1878 ;

The expression "land" includes hereditaments incorporeal as well as corporeal and any interest therein ;

The expression "the joint committee" means the Bradford Canal Joint Committee constituted by the Act of 1878.

Power to close canal.

**3.** As from the passing of this Act and subject to the provisions of this Act all rights of way or user and other rights of navigation of the Canal shall cease and be extinguished and the two canal companies shall be released from all obligations imposed on them or either of them by the Canal Acts to keep and maintain the canal in working condition and to preserve the supplies of water to the same or to supply the same with water or to allow water to be taken from the canal of the Leeds Company for the supply of the canal and from all obligations to construct repair or maintain any bridge road path culvert drain passage fence post rails hedge gate stile gutter arch tunnel aqueduct sluice watering place or other work or convenience over under or connected with the canal or which the two canal companies are by the canal Acts required to construct repair or maintain.

Power to fill up canal and remove works &c.

**4.** Subject to the provisions of this Act the two canal companies may fill up or raise the bed of the canal and remove or otherwise alter or interfere with the towing paths banks laybyes basins aqueducts locks wharves warehouses pumping stations bridges culverts drains and other works and conveniences forming part of the canal and vested in the two canal companies :

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Provided that the provisions of this section shall not apply to any such part of the canal and towing path as is referred to in subsections (1) and(2) of the section of this Act of which the marginal note is "For protection of urban district council of Shipley" or as is referred to in subsection (1) (A) of the section of this Act of which the marginal note is "For protection of corporation of Bradford."

Power to sell canal.

**5.** Subject to the provisions of the section of this Act of which the marginal note is "Rights of pre-emption as regards certain lands" the canal and all other lands and property of every description vested in the two canal companies for the purposes of or in connection with the canal may be sold mortgaged leased or otherwise disposed of by the two canal companies in such manner and at such time or times and upon such terms and conditions as the two canal companies may deem expedient but subject to all rights of way thereover and other rights or easements in respect thereof to which the public or any person is now entitled and which are not expressly extinguished by this Act.

Rights of pre-emption as regards certain lands.

**6.** Before the two canal companies dispose of the channel or bed of the canal and the banks thereof so far as the same are co-extensive with the lands which at the date of the passing of the Act of 1871 formed part of the estates of Charles Booth Elmsall Wright and George Henry Leather respectively they shall first offer to sell the same to the several persons who are then entitled to such lands Such offer shall be made in the manner (so far as applicable) prescribed by the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands and all the provisions of that Act with regard to the sale of superfluous lands shall (so far as applicable) apply to an offer to sell and to a sale under this section and shall be deemed to be incorporated with this section.

For protection of Great Northern Railway Company.

**7.** The portion of the canal shown and coloured pink on the plan marked "Plan No. 1" which has been signed in duplicate by the Right Honourable the Earl of Donoughmore the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which has been deposited in the Parliament Office of the House of Lords and another copy in the

Private Bill Office of the House of Commons) shall in the event of such portion of the canal ceasing to be used for navigation purposes vest in the Great Northern Railway Company and any question as to the compensation to be paid for the same shall failing agreement be settled by arbitration and for the purposes of section 12 of the Finance Act 1895 (which relates to stamp duties in respect of property vested by Act of Parliament) the date of the final ascertainment of such compensation shall be treated as the date of vesting.'

For protection of Bradford Dyers' Association Limited.

**8.** For the protection of the Bradford Dyers' Association Limited and their successors in title owners or owner for the time being of the Midland Dyeworks at Shipley in the west riding of the county of York (all of whom are hereinafter in this section included in the expression "the Dyers' Association") the following provisions shall have effect unless otherwise agreed in writing between the Dyers' Association and the two canal companies (that is to say):—

(1) If within three months after the passing of this Act the Dyers' Association shall have given notice to the two canal companies that they desire to purchase the portion of the canal and the towing path thereof hereinafter described or referred to the two canal companies shall sell and convey to the Dyers' Association and the Dyers' Association shall purchase at the price of one hundred pounds per acre the portion of the canal and towing path thereof shown and coloured red on the plan marked "Plan No. 2" which has been signed in duplicate by the Right Honourable the Earl of Donoughmore the Chairman of the Committee of the House of Lords to which the Bill for this Act was referred (one copy of which plan has been deposited in the Parliament Office of the House of Lords and another copy in the Private Bill Office of the House of Commons) including the canal and towing path under Windhill Bridge within the red broken lines shown on the said plan together with an easement or right of constructing and maintaining a roadway or tramway or other method approved by the two canal companies or their successors

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in title for the conveyance of traffic and also of erecting and maintaining a crane or other apparatus to be approved as aforesaid for dealing with such traffic on over and along the property of the two canal companies lying between the point marked "A" on the said plan and the portion of the canal at Windhill Lock Tail marked on the said plan "proposed basin:"

(2) There shall be reserved to the two canal companies and their successors in title out of the conveyance referred to in the immediately preceding subsection a right of roadway for all purposes over and along the portion of the land thereby conveyed which is cross hatched with red lines on the said plan:

(3) The said conveyance shall be subject to existing tenancies and to all rights of way drainage and other rights and easements whether statutory or otherwise affecting the property so conveyed and which are not extinguished by this Act:

(4) In the event of the Dyers' Association exercising the option to purchase conferred upon them by this section then so much of the canal towing path and other property of the two canal companies as lies between the junction of the canal with the Leeds and Liverpool Canal and the said point marked "A" on the said plan shall vest in the Leeds and Liverpool Canal Company free from rights of pre-emption and without the payment of any consideration therefor and shall be kept open and maintained by them for navigation purposes in connection with the Leeds and Liverpool Canal unless and until otherwise agreed in writing between that company and the Dyers' Association Provided that nothing in this subsection shall be deemed to create any public right of way or user of the said portion of the canal and towing path:

(5) If any difference shall arise under this section between the two canal companies and the Dyers' Association or between the Dyers' Association and the Leeds and Liverpool Canal

Company such difference shall be determined by arbitration. A.D. 1922.

For protection of urban district council of Shipley.

**9.** For the protection of the urban district council of the urban district of Shipley in the west riding of the county of York (hereinafter in this section referred to as "the council" and "the district" respectively) the following provisions shall have effect unless otherwise agreed in writing between the council and the two canal companies (that is to say):—

(1) The portion of the canal and towing path shown and coloured red on the plan marked "Plan No. 3" which has been signed in duplicate by the Right Honourable the Earl of Donoughmore the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which plan has been deposited in the Parliament Office of the House of Lords and another copy in the Private Bill Office of the House of Commons) including the canal and towing path under bridges within the red broken lines shown on the said plan but reserving to the two canal companies and their successors in title at all times hereafter a right of roadway eighteen feet wide for all purposes over and across so much of the said portion of the canal and towing path as is cross hatched with red lines on the said plan shall on the expiration of six months after the passing of this Act vest in the council for all the estate right and interest of the two canal companies therein free from rights of pre-emption and without the payment of any consideration therefor:

(2) In the event of the Bradford Dyers' Association Limited failing to exercise the option to purchase conferred upon them by the section of this Act of which the marginal note is "For protection of Bradford Dyers' Association Limited" then the portion of the canal and towing path shown and coloured green on the said plan shall vest in the council for all the estate right and interest of the two canal companies therein free from rights of pre-emption and without the payment of any consideration therefor:

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(3) The vesting of the canal and towing path under this section shall be subject to existing tenancies and to all rights of way drainage and other rights and easements whether statutory or otherwise affecting the same and which are not extinguished by this Act:

(4) The liability of the two canal companies whether statutory or otherwise to maintain or repair any bridge or the roadway and footpaths over the same or any sewer culvert drain or other work situate on over in or under any land vested in the council under this section shall cease as from the date of such vesting:

(5) The council shall be entitled as successors in title of the two canal companies to the benefit of the release of the two canal companies authorised by the section of this Act of which the marginal note is "Power to close canal" from all obligations to construct repair or maintain any road path passage fence post rails hedge gate stile gutter arch tunnel aqueduct sluice watering place or other work or convenience over under or connected with the canal or which the two canal companies are by the Canal Acts required to construct repair or maintain The council shall as regards the lands vested in them under this section indemnify the two canal companies from and against all claims in respect of the obligation to fence off the towing path and to maintain such fences in good and sufficient repair:

(6) The council shall at all times hereafter (so far as regards the lands vested in them under this section) preserve uninterrupted the passage into the Bradford Beck or otherwise of the streams which are now intercepted by the canal and shall from time to time execute such works as may be necessary for that purpose:

(7) The provisions of this section shall be in full satisfaction of all claims which the council would or might have been entitled to make against the two canal companies under this Act or under any agreement with the council

or their predecessors in title relating to the canal:

(8) Nothing is this Act contained shall prejudice or affect a certain grant of easements dated the seventh day of August one thousand eight hundred and seventy-seven made between the Bradford Canal Company Limited of the one part and the Windhill Local Board of the other part as to the reconstruction and maintenance of Windhill Bridge and a certain agreement dated the fourth day of April one thousand nine hundred and eleven made between the joint committee of the one part and the corporation of the city of Bradford of the other part as to the laying and maintenance by the corporation of a sludge main between Crag End Locks and the junction of the canal with the Leeds and Liverpool Canal or the rights and liabilities of the respective parties or their successors in title under the said grant and agreement so far as the same are now subsisting and capable of taking effect:

(9) If any difference shall arise between the council and the two canal companies under this section such difference shall be determined by arbitration.

For protection of corporation of Bradford.

**10.** For the protection of the lord mayor aldermen and citizens of the city of Bradford (hereinafter in this section referred to as "the corporation" and "the city" respectively) the following provisions shall have effect unless otherwise agreed in writing between the corporation and the two canal companies (that is to say):—

(1) (A) The portion of the canal and towing path shown and coloured red on the plan marked "Plan No. 4" which has been signed in duplicate by the Right Honourable the Earl of Donoughmore the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which plan has been deposited in the Parliament Office of the House of Lords and another copy in the Private Bill Office of the House of Commons) including the canal and towing path under bridges within the red broken lines shown on the said plan

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together with rights of way for all purposes over and rights to lay and maintain culverts sewers electric cables and pipes under Lionel Street in the city shown and coloured brown on the said plan reserving to the two canal companies and their successors in title at all times hereafter a right of roadway twelve feet wide for all purposes over and across so much of the said portion of the canal and towing path as is cross hatched with red lines on the said plan; and

(B) The strip of land with the buildings thereon shown and coloured green on the said plan:

shall upon the expiration of six months after the passing of this Act vest in the corporation for all the estate right and interest of the two canal companies therein free from rights of pre-emption and without the payment of any consideration therefor:

(2) the two canal companies shall as soon as conveniently may be after the passing of this Act but in any case not later than six months after such passing offer to sell to the then owner of the land on the east side of the canal and on the south side of Tordoff Road Bridge the portion of the channel or bed of the canal and the banks thereof shown and coloured blue on the said plan over which a right of pre-emption exists by virtue of this Act and if such owner shall decline or neglect to signify his desire to exercise such right within the period limited by section 129 of the Lands Clauses Consolidation Act 1845 or if notwithstanding that such owner shall have signified such his desire it shall be decided that the conveyance to him by the two canal companies of the said land shall not be completed then and in either of those events such portion of the channel or bed of the canal and the banks thereof as aforesaid shall vest in the corporation for all the estate right and interest of the two canal companies therein free from the right of pre-emption and without payment of any consideration therefor:

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(3) The corporation may by notice in writing given to the two canal companies at any time within twelve months after the passing of this Act require the two canal companies to sell to the corporation and thereupon the two canal companies shall sell and convey or assure to the corporation all their estate right and interest in the portions of the canal towing path and land of the two canal companies shown and coloured purple on the said plan or (at the option of the corporation) in so much only of the portions of canal towing path and land so shown and coloured purple as is situate on the north side of Lionel Street aforesaid:

(4) (A) The two canal companies shall within three years after the passing of this Act offer the land shown and cross hatched with purple lines on the said plan simultaneously to all the persons respectively entitled to rights of pre-emption with respect thereto under the section of this Act of which the marginal note is "Rights of pre-emption as regards certain lands" and—

(i) (as respects those parts (if any) of the said land with respect to which such rights are not exercised) forthwith after the expiration of the period within which such persons are required to declare their intention to exercise such rights; and

(ii) (as respects those parts (if any) of the said land with respect to which such persons have within the said period declared their intention to exercise the said rights) forthwith after the completion of the conveyance by the two canal companies to such persons or after the date on which any decision not to complete the exercise of the said rights shall have been arrived at;

the two canal companies shall intimate to the corporation in writing whether and if so to what extent such persons have so declared their intention to exercise and have exercised such rights;

(B) The corporation may (whether they shall have exercised their rights under subsection (3)

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of this section or not) by notice in writing given to the two canal companies at any time within three months after the receipt of the intimation or (if more than one) the later of the two intimations given to the corporation under paragraph (A) of this subsection require the two canal companies to sell to them and thereupon the two canal companies shall sell and convey or assure to the corporation (i) the portions (if any) of the land referred to in paragraph (A) of this subsection with respect to which rights of pre-emption shall not have been exercised as aforesaid and (ii) the land coloured purple on the said plan which is situate on the south side of Lionel Street aforesaid if the corporation shall not already have acquired such land under the powers of subsection (3) of this section and the same shall not then have been sold to other parties Provided that the corporation shall not be entitled under the provisions of this subsection to acquire any part less than the whole of the portions of land (i) hereinbefore referred to or to acquire those portions of land without at the same time acquiring the land (ii) hereinbefore referred to if they shall not already have acquired such land and the same shall not then have been sold to other parties:

(5) The consideration to be paid by the corporation for any such sale and conveyance or assurance as is referred to in subsection (3) or subsection (4) of this section shall failing agreement be determined by arbitration under and in accordance with the provisions of the Acquisition of Land (Assessment of Compensation) Act 1919 Provided that if an official arbitrator under the last-mentioned Act shall be unable or unwilling to act then the amount of the said consideration shall be determined by an arbitrator to be agreed upon or failing agreement to be nominated by the President of the Surveyors' Institution and the costs of any arbitration under this subsection shall notwithstanding anything in such last-mentioned Act be in the discretion of the arbitrator in any event:

(6) The vesting of any land and every conveyance or assurance under this section shall be subject to existing tenancies and to all rights of way drainage and other rights and easements whether statutory or otherwise affecting the land so vested or comprised in such conveyance or assurance and which are not extinguished by this Act:

(7) The liability of the two canal companies whether statutory or otherwise to maintain or repair any bridge or the roadway and footpaths over the same or any sewer culvert drain or other work situate on over in or under any land vested in or conveyed or assured to the corporation under this section shall cease as from the date of such vesting or conveyance or assurance:

(8) The corporation shall be entitled as successors in title of the two canal companies to the benefit of the release of the two canal companies authorised by the section of this Act of which the marginal note is "Power to close canal" from all obligations to construct repair or maintain any road path passage fence post rails hedge gate stile gutter arch tunnel aqueduct sluice watering place or other work or convenience over under or connected with the canal or which the two canal companies are by the Canal Acts required to construct repair or maintain The corporation shall as regards the land vested in or conveyed or assured to them under this section indemnify the two canal companies from and against all claims in respect of the obligation to fence off the towing path and to maintain such fences in good and sufficient repair:

(9) The corporation shall at all times hereafter (so far as regards the land vested in or conveyed or assured to them under this section) preserve uninterrupted the passage into the Bradford Beck or otherwise of the streams which are now intercepted by the canal and shall from time to time execute such works as may be necessary for that purpose:

(10) The provisions of this section shall be in full satisfaction of all claims which the corporation would or might have been entitled to make

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against the two canal companies under this Act or under any agreement with the corporation relating to the canal:

(11) Nothing in this Act contained shall prejudice or affect a certain agreement dated the fourth day of April one thousand nine hundred and eleven made between the joint committee of the one part and the corporation of the other part as to the laying and maintenance by the corporation of a sludge main under the towing path of the canal between Crag End Locks and the junction of the canal with the Leeds and Liverpool Canal and a certain indenture dated the third day of May one thousand nine hundred and twenty made between the two canal companies of the one part and the corporation of the other part being a lease to the corporation of land situate on the east side of Canal Road and the north side of Lionel Street aforesaid or the rights and liabilities of the respective parties under the said agreement and lease so far as the same are now subsisting and capable of taking effect:

(12) If any difference shall arise between the corporation and the two canal companies under this section the determination of which is not otherwise expressly provided for such difference shall be determined by arbitration.

For protection of G. H. Leather Limited.

**11.** The following provisions shall have effect for the protection of G. H. Leather Limited (hereinafter in this section referred to as "Leather Limited") unless otherwise agreed in writing between Leather Limited and the two canal companies (that is to say):—

(1) In the event of Leather Limited exercising the right of pre-emption conferred upon them by the section of this Act of which the marginal note is "Rights of pre-emption as regards certain lands" Leather Limited shall subject as hereinafter provided be entitled at all times thereafter to use the existing sewer which passes under and through the terminus of the canal at Bradford to Canal Road and to make connections with the said sewer for the purpose of

passing the drainage from the works of Leather Limited known as the Zetland Mills:

(2) Provided that if the two canal companies shall at any time hereafter provide for the use of Leather Limited a sewer not less convenient for the passing of the drainage from the said works and buildings of Leather Limited than the said existing sewer the right of Leather Limited to use the said existing sewer and to make connections therewith conferred by the immediately preceding subsection shall determine and Leather Limited shall have the same rights of user of and of making connections with such new sewer as they were entitled to in relation to the said existing sewer prior to such determination Leather Limited shall afford to the two canal companies free of charge all necessary and reasonable facilities for the construction of the sewer referred to in this subsection through the land acquired by Leather Limited in exercise of the right of pre-emption hereinbefore referred to and the said sewer so far as situate within the limits of the land so acquired by Leather Limited as aforesaid shall at all times after the completion thereof be maintained and repaired by and at the expense of Leather Limited until the same shall vest in and be under the control of the local authority:

(3) In the event of Leather Limited failing to exercise the right of pre-emption hereinbefore referred to Leather Limited shall subject as hereinafter provided be entitled to the same rights of user of the said existing sewer under the terminus of the canal at Bradford to Canal Road as were vested in Leather Limited previous to the passing of this Act:

(4) Provided that if the two canal companies shall at any time hereafter construct from the said works and buildings of Leather Limited to Canal Road a new sewer not less convenient for the purposes of Leather Limited than the said existing sewer the rights reserved to Leather Limited by the immediately preceding subsection shall determine and Leather Limited

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shall in lieu thereof be entitled to the same rights of user of the said new sewer as they were entitled to in relation to the said existing sewer:

(5) In the event of Leather Limited failing to exercise the right of pre-emption aforesaid the said existing sewer or the new sewer referred to in the immediately preceding subsection as the case may be shall at all times after the passing of this Act or the completion of the new sewer as the case may be be maintained in good repair by and at the expense of the two canal companies and if the two canal companies shall make default in so doing after notice in writing from Leather Limited it shall be lawful for Leather Limited to do the same and the reasonable expenses incurred by them in so doing shall be repaid by the two canal companies to Leather Limited on demand:

(6) If any difference shall arise between Leather Limited and the two canal companies under this section such difference shall be determined by arbitration:

(7) In this section the expression "Leather Limited" includes their successors or assigns owner or owners of the said Zetland Mills or of any land acquired by Leather Limited in exercise of the right of pre-emption hereinbefore referred to and the expression "the two canal companies" includes their successors and assigns owner or owners of the land in which the said existing sewer is laid.

For protection of Leather's Chemical Company Limited.

**12.** The following provisions shall have effect for the protection of Leather's Chemical Company Limited (hereinafter in this section referred to as "the chemical company") unless otherwise agreed in writing between the chemical company and the two canal companies (that is to say):—

(1) In the event of the chemical company exercising the right of pre-emption conferred upon them by the section of this Act of which the marginal note is "Rights of pre-emption as regards certain lands" the chemical company shall subject as

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hereinafter provided be entitled at all times hereafter to use the existing sewer which passes under and through the terminus of the canal at Bradford to Canal Road and to make connections with the said sewer for the purpose of passing the drainage from the works of the chemical company known as the North Brook Works:

(2) Provided that if the two canal companies shall at any time hereafter provide for the use of the chemical company a sewer not less convenient for the passing of the drainage from the said works and buildings of the chemical company than the said existing sewer the right of the chemical company to use the said existing sewer and to make connections therewith conferred by the immediately preceding subsection shall determine and the chemical company shall have the same rights of user of and of making connections with such new sewer as they were entitled to in relation to the said existing sewer prior to such determination The chemical company shall afford to the two canal companies free of charge all necessary and reasonable facilities for the construction of the sewer referred to in this subsection through the land acquired by the chemical company in exercise of the right of pre-emption hereinbefore referred to and the said sewer so far as situate within the limits of the land so acquired by the chemical company as aforesaid shall at all times after the completion thereof be maintained and repaired by and at the expense of the chemical company until the same shall vest in and be under the control of the local authority:

(3) In the event of the chemical company failing to exercise the right of pre-emption hereinbefore referred to the chemical company shall subject as hereinafter provided be entitled to the same rights of user of the said existing sewer under the terminus of the canal at Bradford to Canal Road as were vested in the chemical company previous to the passing of this Act:

(4) Provided that if the two canal companies shall at any time hereafter construct from the said

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works and buildings of the chemical company to Canal Road a new sewer not less convenient for the purposes of the chemical company than the said existing sewer the right reserved to the chemical company by the immediately preceding subsection shall determine and the chemical company shall in lieu thereof be entitled to the same rights of user of the said new sewer as they were entitled to in relation to the said existing sewer:

(5) In the event of the chemical company failing to exercise the right of pre-emption aforesaid the said existing sewer or the new sewer referred to in the immediately preceding subsection as the case may be shall at all times after the passing of this Act or the completion of the new sewer as the case may be be maintained in good repair by and at the expense of the two canal companies and if the two canal companies shall make default in so doing after notice in writing from the chemical company it shall be lawful for the chemical company to do the same and the reasonable expenses incurred by them in so doing shall be repaid by the two canal companies to the chemical company on demand:

(6) If any difference shall arise between the chemical company and the two canal companies under this section such difference shall be determined by arbitration:

(7) In this section the expression "the chemical company" includes their successors or assigns owner or owners of the said works known as the North Brook Works or of any land acquired by the chemical company in exercise of the right of pre-emption hereinbefore referred to and the expression "the two canal companies" includes their successors and assigns owner or owners of the land in which the said existing sewer is laid.

Cancellation of an agreement with Postmaster-General.

**13.** As from the date of the sale or leasing by the two canal companies or the vesting of any part of the canal or any lands or property of the two canal companies under the provisions of this Act the agreement dated the twenty-eighth day of July one thousand nine hundred

and fifteen between the Leeds and Liverpool Canal Company and the trustees of the Aire and Calder Navigation of the one part and the Right Honourable Herbert Louis Samuel Member of Parliament then His Majesty's Postmaster-General on behalf of His Majesty of the other part shall cease to have effect with reference to such part of the canal lands or property as is so sold or leased or so vests.

Two canal companies to make compensation in respect of accommodation works.

**14.**—(1) Where the two canal companies are under an obligation to construct or maintain on any lands other than lands purchased by any person in exercise of a right of pre-emption conferred upon him by the section of this Act of which the marginal note is " Rights of pre-emption as regards certain lands " any bridges roads paths culverts drains passages fences posts rails hedges gates stiles gutters arches tunnels aqueducts sluices watering places or other works or conveniences for the protection or convenience of landowners the two canal companies shall subject to the provisions of this Act make compensation to the owners of the land in respect of which any such works or conveniences were or ought to have been constructed for the cesser of the liability of the two canal companies to construct or maintain the same and the amount of such compensation shall in case of dispute be determined by arbitration Provided that if so agreed between the two canal companies and the person interested the two canal companies may in lieu of making compensation in money execute such works and conveniences or undertake liability for the maintenance and repair of such works and conveniences as may be agreed upon.

(2) Within three months after the passing of this Act the two canal companies shall cause to be published in two successive weeks in two newspapers circulating in the districts in which the canal is situate a notice requiring all persons claiming compensation under this section to send particulars of such claim to the two canal companies or to some person on their behalf on or before a date to be named in such notice not being less than three months after the first publication of such notice and the two canal companies shall not be liable to make any compensation under this section to any person of whose claim to compensation they shall not have received notice on or before the date aforesaid.

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Vesting of bridges &c.

**15.** From and after the passing of this Act there shall be vested in the local authority of the district in which a bridge carrying a highway over the canal is situate or by whom any culvert sewer or drain under the canal is maintained the structure of such bridge and the site of the abutments thereof or such culvert sewer or drain as the case may be and such local authority shall thenceforth be liable for the maintenance and repair of such bridge and the roadway over the same or for the maintenance and repair of such culvert sewer or drain as the case may be and the liability (if any) of the two canal companies to maintain or repair any such bridge or roadway or any such culvert sewer or drain or to contribute to the cost of maintaining or repairing the same shall cease.

Arbitration.

**16.** Where under this Act any question or dispute is to be referred to an arbitrator or to arbitration then unless other provision is made the reference shall be subject to the provisions of the Arbitration Act 1889.

Repeal and saving of certain provisions of Canal Acts.

**17.**—(1) Section 8 (Certain lands to be offered to Mr. Jowett and others) section 9 (Providing for drainage &c. of Mr. Leather's property) subsections (15) (16) and (17) of section 12 (As to works in and near the borough of Bradford as to rights of way and prevention of nuisances) of the Act of 1871 and section 32 (For protection of Bradford Corporation) of the Act of 1878 so far as that section relates to the said subsections are hereby repealed.

(2) Nothing in this Act shall prejudice or affect the provisions of the undermentioned sections of the Act of 1871 (that is to say):—

Section 11 (Protecting the Leeds and Liverpool Canal from foul water);

Section 17 (Saving rights of Idle and Shipley Railway Company).

Execution of Act by joint committee.

**18.**—(1) This Act may be carried into execution by the joint committee and for that purpose the joint committee shall have and may exercise all the rights and powers and be subject to all the obligations conferred and imposed on the two canal companies by this Act but nothing in this section shall relieve the two canal companies from any such obligation.

(2) A contract grant conveyance release deed document act or thing entered into made signed executed or done by any four members of the joint committee purporting to be entered into made executed signed or done on behalf of the joint committee in exercise of the powers conferred on the two canal companies by this Act shall have the same effect as if the same had been entered into made executed signed or done by the two canal companies and shall if a deed of conveyance mortgage or lease be effectual to vest any lands comprised therein in the purchaser or mortgagee of such lands for the estate of the two canal companies therein expressed to be thereby conveyed or mortgaged or for the term granted by the lease as the case may be and a receipt under the hands of any four members of the joint committee for any purchase or other moneys payable to the two canal companies or the joint committee in respect of or in connection with the carrying of this Act into execution shall effectually discharge the person paying the same from the sum which in such receipt shall be acknowledged to have been received and from being answerable or accountable for the loss misapplication or non-application thereof.

(3) All moneys received by the joint committee under this Act shall after deducting any payments made by the joint committee in pursuance of this Act and the costs and expenses incurred by the joint committee in carrying this Act into execution be paid by the joint committee to the two canal companies in equal shares and in the event of the moneys so received by the joint committee being insufficient to meet such payments costs and expenses the deficiency shall be made good by the two canal companies in the same proportions.

(4) When the purposes of this Act shall have been carried into execution or at such earlier date as may be agreed on by the two canal companies of which agreement a resolution passed by the board of directors of each of the two canal companies shall be sufficient evidence the joint committee shall be dissolved and cease to exist.

Application of moneys received under Act and of funds of two canal companies.

**19.** Moneys received by the two canal companies under this Act may be applied for the purposes of their respective undertakings but as regards money in the nature of capital only to purposes to which capital is properly applicable and the two canal companies may apply any of the funds belonging to them or which they

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have power to raise to the payments required or authorised to be made by them under the provisions of this Act or otherwise to the purposes thereof.

Costs of Act.

**20.** All costs charges and expenses of and incident to the preparing for obtaining and passing this Act or otherwise in relation thereto shall be paid by the two canal companies in equal shares.

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