CHAPTER clvi.

An Act to authorise the transfer of the Canal Property of the Bradford Canal Company, Limited, to the Company of Proprietors of the Canal Navigation from Leeds to Liverpool, and the Undertakers of the Aire and Calder Navigation; and for other purposes. [4th July 1878.]

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WHEREAS by an Act passed in the 11th year of the reign of His Majesty King George the Third, 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 (herein-after called "the Canal Company") were incorporated, and were empowered to make the canal described in the title to the Act, and for that purpose to raise by shares a capital of six thousand pounds, and if that should be insufficient a further capital of three thousand pounds, and by another Act passed in the 42nd year of the same reign certain estates were vested in trustees for the benefit of the Company:

11 G. 3. c. 89.

And whereas in pursuance of the powers contained in the first-mentioned Act the canal thereby authorised was constructed, opened, and maintained by the Canal Company:

And whereas by the Bradford Canal Act, 1871, certain contracts (scheduled to that Act) for the sale by the Canal Company to the Bradford Canal Company, Limited (herein-after called the Bradford Company), of the lower part of the canal, which was in the same Act stated to mean so much of the said canal as was 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 Bradford Company of the lower part of the canal all the powers theretofore enjoyed or exercised by the Canal Company with respect to the maintenance and use of the canal, subject as

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therein mentioned, together with the power of levying tolls in respect thereof, and exercise of the trade of carriers thereon, and the making and enforcing byelaws, rules, and regulations with respect to the canal, and all other powers, rights, and authorities vested in the Canal 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 and imposed on the Bradford Company as though they had been the company originally incorporated by the first-mentioned Act; and it was further enacted that the Canal Company should close and keep closed, sell and dispose of the upper part of the canal:

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And whereas after the passing of the Bradford Canal Act, 1871, the said lower part of the Bradford Canal was taken possession of by the Bradford Company, and has since been re-opened and maintained by them:

25 & 26 Vict. c. 89. 30 & 31 Vict. c. 131.

And whereas the Bradford Company is a company incorporated and registered under the Companies Acts, 1862 and 1867, and has a share capital of thirty-five thousand pounds, of which twenty-five thousand pounds has been paid up, and a mortgage debt of five thousand pounds:

10 G. 3. c. 114.

And whereas by an Act passed in the 10th year of the reign of His Majesty King George the Third, intituled "An Act for making "and maintaining a navigable cut or canal from Leeds Bridge, in "the County of York, to the North Lady's Walk in Liverpool, in "the County Palatine of Lancaster, and from thence to the River "Mersey," the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (herein-after called the Leeds Company) were incorporated, and were empowered to make the canal described in the title to the same Act:

23 G. 3. c. 47. 30 G. 3. c. 65. 34 G. 3. c. 94. 59 G. 3. c. cv.

And whereas by Acts passed in the 23rd, 30th, 34th, and 59th years of the same reign further powers with reference to their undertaking were conferred upon the Leeds Company, and in pursuance of the powers granted to them by the before-mentioned Acts the Leeds Company have made and completed a Canal Navigation from Leeds to Liverpool:

And whereas the Bradford Canal is in direct communication with the canal of the Leeds Company, and is at times partly supplied therefrom with water, and can be efficiently and economically worked and maintained by the Leeds Company in conjunction with the canal of that company, and it has been agreed between the Bradford Company and the Leeds Company that, subject to the sanction of Parliament, the canal property of the Bradford Company shall be sold and transferred to the Leeds Company upon the terms and conditions in this Act contained:

And whereas the navigation belonging to the Undertakers of the navigation of the rivers of Aire and Calder, in the county of York (herein-after called "the Undertakers"), is connected at Leeds with the canal of the Leeds Company, and a large amount of traffic is interchanged between the Bradford Canal and the Aire and Calder Navigation by means of the canal of the Leeds Company, and it is expedient that, subject to the provisions herein-after contained, the Undertakers be empowered to become joint proprietors with the Leeds Company of the canal property of the Bradford Company:

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

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

Short title.

1. This Act may be cited for all purposes as the Bradford Canal Transfer Act, 1878.

Incorporation of 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18.

2. The Lands Clauses Consolidation Acts, 1845, 1860, and 1869, (except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement, and with respect to the entry upon lands by the promoters of the undertaking,) are incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts partially incorporated herewith have the same respective meanings; and the expression "the Bradford Canal Acts" means the Acts of Parliament first, secondly, and thirdly herein-before mentioned; and the expressions "directors," "board of directors," and "board" respectively include committee of management. In the said Acts partially incorporated herewith the expression "the special Act" means this Act; and the expressions "the promoters of the undertaking" and "the Company" respectively mean the Leeds Company; and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or the Acts partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute, unless in any case there be something in the subject or context repugnant to such construction.

Bradford Company to sell their canal pro-

4. The Bradford Company shall sell to the Leeds Company, and the Leeds Company shall purchase, the canal property of the Bradford Company, and the price or consideration for the same

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perty to Leeds Company.

shall be the payment of the sum of twenty-seven thousand pounds by the Leeds Company to the Bradford Company, and the further payment of the said sum or mortgage debt of five thousand pounds by the Leeds Company to the parties entitled thereto.

Leeds Company to be responsible for the mortgage debt of 5,000*l*.

5. The said mortgage debt of five thousand pounds and the interest thereon shall be deemed to be a debt owing by the Leeds Company, and the covenants and agreements on the part of the Bradford Company contained in the deed creating the same shall henceforth be read and construed as if the name of the Leeds Company had been inserted therein in place of the name of the Bradford Company, and the liability to pay the same debt, with interest, shall by virtue of this Act be transferred from the Bradford Company to the Leeds Company, and the Bradford Company shall henceforth be discharged therefrom, and from all such covenants and agreements as aforesaid, and from all liabilities in respect thereof.

Canal property of Bradford Company defined.

6. The canal property of the Bradford Company for the purposes of this Act, and subject to the provisions thereof, means the canal, basins, reservoirs, weirs, locks, wharves, towing-paths, aqueducts, and other works, lands, houses, and other freehold and leasehold hereditaments, waters, water rights, and other easements, cranes, engines, machinery, pipes, gear, tools, implements, and fixtures, and office furniture belonging to the Bradford Company, or vested in any trustees or trustee for or on behalf of that Company, and the powers of demanding and taking tolls, rates, duties, and charges for vessels, and for tonnage, craneage, porterage, wharfage, and warehouse room, and all other powers, privileges, and exemptions whatsoever conferred on the Bradford Company by the Bradford Canal Acts, subject to all contracts, obligations, and liabilities of the Bradford Company charged upon or affecting their canal property. The canal property of the Bradford Company shall not for the purpose of this Act include the land which by sub-section 14 of section 12 of the said Bradford Canal Act, 1871, it is provided that the Bradford Company should convey to the mayor, aldermen, and burgesses of the borough of Bradford, therein called the Corporation, and such land accordingly shall not be included in the said sale and purchase, neither shall it pass by the conveyance to be made as herein-after mentioned of the said canal property to the Leeds Company, or be otherwise affected by this Act, nor shall the said sale include any property or assets of the Bradford Company other than its canal property as herein-before defined.

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As to completion of transfer.

7. The said sum of twenty-seven thousand pounds shall be paid by the Leeds Company to the Bradford Company within three

months from the passing of this Act, and upon payment of that sum the Bradford Company shall by deed under their common seal, to be prepared by the Leeds Company in the form set forth in the schedule to this Act annexed, or to the like effect, convey to the Leeds Company, subject to the said mortgage debt of five thousand pounds, the canal property of the Bradford Company as hereinbefore defined, and shall deliver the said deed to the Leeds Company, and such deed shall be duly stamped for denoting the proper stamp duty by law payable in respect of the conveyance on such sale, and a memorial containing a copy of the said deed at full length shall be registered by the Leeds Company in the registry of deeds at Wakefield for the west riding of the county of York, and from and after the completion of such purchase by the execution of the said deed the said canal property of the Bradford Company, and any lands acquired by the Leeds Company under the powers of this Act, and all the profits and advantages to arise therefrom, shall be and stand vested in the Leeds Company, and upon delivery by the Bradford Company to the Leeds Company of such deed as above mentioned the Leeds Company shall execute and deliver to the Bradford Company a counterpart thereof duly stamped as required by law.

As to receipts for purchase money, &c.

8. The receipt or acknowledgment of three directors of the Bradford Company for the said purchase money of twenty-seven thousand pounds, or for any interest thereon, shall be a good and sufficient discharge to the Leeds Company for such money and interest respectively, and the Leeds Company shall not be bound to see to the application of such money or be answerable or accountable for any loss, mis-application, or non-application thereof.

Purchase money to be deemed due on 1st Jan. 1877.

9. The said purchase money or sum of twenty-seven thousand pounds shall be deemed to have become due on the first day of January 1877, and shall carry interest thereon at the rate of five per cent. per annum as from that day until the same shall be actually paid or legally tendered to the Bradford Company, but all money which may have been paid by the Leeds Company before the passing of this Act as rent for the user of the canal property of the Bradford Company shall be deemed to be a payment made on account of such interest, and in satisfaction thereof so far as the same may extend.

As to expense of office and secretary.

10. The Leeds Company shall pay to the Bradford Company the annual sum of twenty-five pounds, as from the 1st day of January 1878 until the expiration of six months, from the day on which the purchase money or sum of twenty-seven thousand pounds shall be

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actually paid or tendered, towards the expense of providing an office and secretary for the Bradford Company.

Deeds, &c. to be given up to Leeds Company on completion of sale.

11. On completion of the said sale, all deeds, plans, and other like documents in the possession of the Bradford Company relating to the said canal property or the title thereto shall be given up to the Leeds Company, and if the Bradford Company shall be voluntarily wound up after and in consequence of the said sale, then and in such case all books and other documents belonging to the same Company shall after the winding up thereof be delivered for safe custody to the Leeds Company, subject nevertheless to production thereof by them at all times to any persons or parties entitled to production thereof: Provided that until such books and other documents shall have been delivered to the Leeds Company that Company shall be entitled at all times to the inspection and production thereof, and to make extracts therefrom.

Leeds Company to exercise powers of Bradford Canal Acts.

12. From and after the date of the completion of the sale and purchase of the canal property of the Bradford Company by the execution of the said deed of conveyance in manner aforesaid, the Bradford Canal Acts shall (except so far as they are by this Act varied or repealed) remain in full force, and all rights and powers thereby or by any other Acts conferred on and vested in the Bradford Company shall cease to be exerciseable by that Company, but may be enjoyed and exercised by the Leeds Company, and all matters to be done, continued, or completed, or which but for the passing of this Act would, might, or could be done, continued, or completed by the Bradford Company, or their directors, officers, or servants, under or by virtue of the Bradford Canal Acts, shall or may from and after the said date be done, continued, or completed by the Leeds Company, or their officers or servants, and the Bradford Canal Acts, and any other Acts of Parliament containing provisions relating to the Canal Company or the Bradford Company (unless such construction would be inconsistent with the provisions of this Act), shall from and after the said date be read and construed as if the name of the Leeds Company had been used therein instead of the name of the Canal Company or the Bradford Company, as the case may be, and the Bradford Company shall moreover be henceforth exonerated and discharged from all the duties and obligations imposed upon them by section 5 of the Bradford Canal Act, 1871.

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Conveyances, &c. to remain in force.

13. Except in so far as is inconsistent with the provisions of this Act, all grants, conveyances, and leases made or entered into before the first day of January 1877, but including a certain grant dated the 7th day of August 1877, and made between the Bradford

Company of the one part, and the Windhill Local Board of Health of the other part, to, in favour of, by, for, or on behalf of the Bradford Company, or any person on their behalf, shall after the date of the completion of the said sale and purchase be and remain as good, valid, and effectual in favour of, against, and with reference to the Leeds Company, and may be proceeded on and enforced by or against the Leeds Company in the same manner to all intents and purposes as the same might have been proceeded on and enforced by or against the Bradford Company if this Act had not been passed, and all covenants and agreements on the part of the Bradford Company contained in all such grants, conveyances, and leases respectively shall thenceforth be read and construed as if the name of the Leeds Company had been inserted therein in place of the name of the Bradford Company, and the said last-mentioned Company shall henceforth be discharged from all such covenants and agreements respectively, and from all liabilities in respect thereof.

Debts due to and by the Bradford Company to be paid to and by them.

14. Notwithstanding the passing of this Act and the completion of the said sale and purchase, the Bradford Company shall, save so far as by this Act provided to the contrary, remain and be liable to all claims and demands whatsoever, at law or in equity, to which that Company is or would have been liable if this Act had not been passed, and all persons who owe any money to the Bradford Company or to any person on their behalf shall pay the same, with all interest (if any) due or to accrue due for the same, to the Bradford, Company, and all debts and moneys due or owing by or recoverable from the Bradford Company, or for the payment whereof the Bradford Company are or but for this Act would have been liable, shall, save so far as by this Act provided to the contrary, be recoverable from and be paid, with all interest (if any) due or to accrue due thereon, by the Bradford Company.

General saving of rights.

15. Notwithstanding the passing of this Act, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed respectively under or by virtue of the Bradford Canal Acts shall be as valid as if this Act were not passed, and this Act shall accordingly be subject and without prejudice to everything so done, suffered, and confirmed respectively, and to all rights, claims, liabilities, and demands which if this Act were not passed would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively: Provided always, that the generality of this provision shall not be restricted by any other of the clauses and provisions of this Act.

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Purchase of lands by agreement.

16. The Leeds Company may from time to time, for the purpose of the erection of warehouses, basins, wharves, pumping engines, and other works from time to time required for the Bradford Canal, purchase by agreement and hold any quantity of land which they may require, not exceeding in the whole six acres.

Owners may grant easements. 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18.

17. All persons empowered by the Lands Clauses Consolidation Acts, 1845, 1860, and 1869 respectively, to sell and convey or release lands shall have full power, if they think fit, to grant to the Leeds Company, subject to the provisions of those Acts and this Act respectively, in fee or in consideration of any yearly or other rent, or otherwise, any easement, right, or privilege in, over, or affecting any lands by this Act authorised to be taken or held by the Leeds Company; and for the purposes of this Act the several provisions of those Acts respectively with respect to lands and rentcharges, so far as the same respectively are applicable in that behalf, shall extend and apply to easements and rentcharges reserved by grants of easements respectively.

Canal to be kept open and navigable.

18. The Leeds Company shall at all times keep and maintain the canal, and all the works, basins, locks, wharves, towing-paths, works, and conveniences thereto belonging, in good working condition, and shall preserve the supplies of water to the same, so that the canal and all basins, locks, works, and conveniences thereto belonging or connected therewith may be at all times kept open and navigable for the use of all companies and persons desirous to use and navigate and using and navigating the same (accidents from frost, repairs, and other unavoidable cause only excepted).

Leeds Company may apply their funds for purposes of Act.

19. The Leeds Company may apply any of the funds belonging to them or under their control in payment of the said price or consideration for the purchase of the canal property of the Bradford Company, and all other payments by this Act authorised.

Toll for empty boats.

20. From and after the completion of the purchase by this Act authorised, the Leeds Company may demand, take, and recover as rates and duties for lock dues and waste of water on any empty boat or vessel passing through any lock on the Bradford Canal any sum not exceeding five shillings: Provided, that this toll shall not be chargeable in respect of empty boats or vessels on their return journey after having paid a toll for cargo of not less than five shillings, and that if any toll shall have been paid upon an empty boat or vessel which shall return carrying cargo chargeable with a toll of not less than five shillings the amount of toll paid on such empty boat or vessel shall be deducted from the toll chargeable on such cargo.

Canal not exempt from provisions of present and future general Acts.

21. Nothing herein contained shall be deemed to exempt the Bradford Canal from the provisions of any general Act relating to canals or navigations, now in force or which may hereafter pass during this or any future session of Parliament, nor from any future revision or alteration, under the authority of Parliament, of the maximum rates, tolls, and duties authorised by the Bradford Canal Acts or this Act.

Bradford Company may be wound up under 25 & 26 Vict. c. 89.

22. Nothing in this Act contained shall prejudice or prevent the Bradford Company from being wound up under the provisions of the Companies Act, 1862, or any Act amending the same.

Undertakers of Aire and Calder Navigation may become joint proprietors of Bradford Canal.

23. The Undertakers may at any time within three months after the passing of this Act, by notice in writing under the hand of their clerk addressed to and delivered at the chief office of the Leeds Company at Liverpool, signify their desire to become joint proprietors with the Leeds Company of the canal property of the Bradford Company, and thereupon the Undertakers shall be deemed to have been jointly interested in equal moieties with the Leeds Company as from the first day of January 1877 in the working of the Bradford Canal and the expenses thereof, and in the profit or loss arising therefrom, as the case may be.

As to conveyance.

24. If the Undertakers give such notice as aforesaid, then the Bradford Company in lieu of conveying their canal property (as defined by this Act) to the Leeds Company in manner hereinbefore provided shall convey their said canal property to the Leeds Company and the Undertakers, or such trustees as they may direct, jointly, so as to vest one undivided moiety thereof in the Leeds Company and one undivided moiety thereof in the Undertakers, or in such trustees as they may direct, and the form of the conveyance set forth in the schedule to this Act shall be modified so as to give effect to this provision, and such conveyance shall be executed in duplicate: Provided that the powers of the Bradford Canal Acts and of this Act shall be exerciseable only by the Leeds Company and the Undertakers jointly, or by the joint committee herein-after mentioned.

Undertakers to have powers jointly with Leeds Company.

25. From and after the execution of such modified conveyance this Act shall, with reference to all powers, rights, duties, capacities, advantages, immunities, and property conferred, imposed, or vested on or in the Leeds Company, and with reference to all things authorised or required to be done to or suffered by the Leeds Company, be construed and have effect as if the Leeds Company and the Undertakers had been named jointly instead of only the Leeds Company, save so far as such construction may be repugnant

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to or inconsistent with the context, and subject to the provisions herein-after contained for the management of the canal property of the Bradford Company, and for the exercise of the powers of the Bradford Canal Acts and of this Act, by the joint committee herein-after mentioned.

Payments by Undertakers.

26. Upon the execution of such modified conveyance the Undertakers shall pay

Two thousand five hundred pounds, being one half of the mortgage debt of five thousand pounds and one half of the interest thereon, as from the first day of January 1877;

Thirteen thousand five hundred pounds, being one half of the purchase money of twenty-seven thousand pounds and one half of the interest thereon, as from the said first day of January 1877;

And shall also pay to the Leeds Company one half of all money expended by the Leeds Company since the first day of January 1877 on permanent works and improvements effected by the Leeds Company on the Bradford Canal and property, and one half of all costs incurred by the Leeds Company in obtaining this Act or incidental thereto, including negotiations with the Bradford Company as to an intended lease since the first day of January 1877, and all costs, charges, and expenses repaid to them by the Leeds Company, subject nevertheless to deduction of one half of the costs incurred by the Undertakers in relation to their opposition to and incidental to the passing of this Act.

Provided that interest at the rate of four pounds ten shillings per centum per annum on the above principal sums from the time of payment thereof, or any part thereof respectively, by the Leeds Company (if such payment be made before the execution of the conveyance to the Leeds Company and the Undertakers jointly), up to the time of actual repayment by the Undertakers, shall be paid by the Undertakers to the Leeds Company.

Provisions as to a joint committee.

27. Until it shall be otherwise agreed between the Leeds Company and the Undertakers, the entire management of the Bradford Canal and of the works connected therewith, and of the traffic thereon, shall be vested in a committee of six persons, to be called "The Bradford Canal Joint Committee," subject and according to the following regulations; (that is to say,)

(*a.*) The directors of the Leeds Company and of the Undertakers respectively shall, within one month after the execution of the said modified conveyance, appoint three members from their respective boards to be the first members of the

joint committee, and the members so appointed shall continue in office until their successors are appointed as herein-after provided. A.D. 1878.

(*b.*) In the month of December in the year 1878, and in the same month in every succeeding year (until otherwise determined by the said directors), the said directors shall respectively appoint three of their number to be members of the joint committee for the ensuing year, and the members so appointed in any year shall continue in office till the appointment of their successors, provided that retiring members shall (if qualified) be re-eligible. Any member of the joint committee may be removed by the board of directors who appointed him, and any casual vacancy occurring in the joint committee may be filled by the board who appointed the vacating member, but the person appointed to fill a casual vacancy shall hold office so long only as the vacating member would have held office. Each appointment or removal of any member of the committee shall be made by writing under the hands of at least two of the directors and the clerk of the board making such appointment or removal.

(*c.*) The first meeting of the joint committee shall be held at Leeds within one month after their appointment. Subsequent meetings shall be held at such time and place as the joint committee shall from time to time determine; provided that a special meeting shall be summoned by the clerk or other authorised officer of the joint committee on the written requisition of any two members for a day not less than seven and not more than twenty-one clear days from his receipt of such requisition.

(*d.*) The joint committee shall at their first meeting appoint one of their number to be chairman of the committee till the meeting at which his successor is appointed, and at their first meeting after the appointment of new members in the year 1878, and in every subsequent year, the committee shall appoint one of their number to be chairman till the meeting at which his successor is appointed.

(*e.*) The first chairman shall be selected from among the members of the committee appointed by the board of the Leeds Company, and the second chairman shall be selected from among the members of the committee appointed by the board of the Undertakers, and thenceforward the chairman shall be selected alternately from

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among the members appointed by the board of the Leeds Company, and from the members appointed by the board of the Undertakers: Provided that at any meeting for the selection of a chairman the joint committee may, by unanimous vote, continue as chairman for the then ensuing year the chairman then about to retire from that office, and the chairman so continued in office shall, as concerns the selection of any subsequent chairman, be held to have been selected from among the members of the board of whom he is a member. A casual vacancy in the office of chairman shall be filled by the appointment of a member of the joint committee qualified as the vacating chairman was qualified, and to hold office so long only as the vacating chairman would have held office. In case of the absence of the chairman from any meeting, the members of the committee present at such meeting shall choose from among themselves a chairman to preside at that meeting.

(*f.*) At the meetings of the joint committee the quorum shall be three, and all questions shall be determined by a majority of votes of the members present, and in case of an equal division of votes the chairman shall not have a casting vote.

(*g.*) In the event of an equal division of votes on any question, such question may either be postponed for the decision of a future meeting of the joint committee, and so from time to time, or on the requisition of any two or more members of the committee such question shall forthwith be referred to arbitration in manner herein-after provided for the determination of disputes arising between the Leeds Company and the Undertakers.

(*h.*) Subject as aforesaid, the joint committee may regulate their proceedings as they think proper, and no proceeding of the committee shall be invalidated by any vacancy in their number, or want of qualification in any of their members, or any irregularity or want of form.

(*i.*) The joint committee shall keep books of account of all their receipts, credits, payments, and liabilities, and also books in which shall be entered minutes of all their proceedings.

(*j.*) The directors, general managers, secretaries, and accountants of the Leeds Company and of the Undertakers may at all reasonable times inspect the account books, minute books, and all other books, accounts, minutes, reports, and

writings in the possession or custody of the joint committee, and take copies of and extracts from the same as the directors, general managers, secretaries, and accountants respectively think fit.

(*k.*) The repairs, maintenance, improvement, or extension of the Bradford Canal and the terminal and station accommodation connected therewith, and the purchase of lands for any of those purposes, and the management of the traffic on the Bradford Canal and of the affairs connected therewith, including the appointment, remuneration, and removal of the necessary officers and servants, shall be under the direction of the joint committee; and that committee shall have, exercise, and perform all the rights, powers, and duties from time to time, under the provisions of the Bradford Canal Acts and of this Act, exerciseable by and imposed on the Leeds Company, or by and on the Leeds Company and the Undertakers jointly.

(*l.*) The joint committee shall be entitled to take and receive all tolls, rates, and other receipts from traffic or otherwise of and on the Bradford Canal and the rents in connexion therewith; and such receipts, after deducting all the expenses of general management, shall be divided between, or the amount of payments in excess of the receipts (as the case may be) shall be borne and paid by, the Leeds Company and the Undertakers in equal proportions.

(*m.*) The existing byelaws of the Leeds Company shall on the passing of this Act apply to the Bradford Canal as if it formed part of the canal of the Leeds Company: Provided that the joint committee may from time to time, in addition to or substitution for the byelaws of the Leeds Company, make, alter, and repeal byelaws with respect to the use and management of the Bradford Canal and the traffic thereon, and may by such byelaws impose such reasonable penalties as they shall think fit, not exceeding five pounds for each breach of such byelaws, and may enforce such byelaws in the same manner as byelaws relating to the canal of the Leeds Company and the traffic thereon may be enforced; and the production of a written or printed copy of the byelaws under the hands of the joint committee or any three members thereof shall be evidence of the existence and due making of such byelaws in all cases without proof of the signatures of the members of the joint committee signing the same. The joint committee shall cause all byelaws relating to the

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Bradford Canal for the time being in force to be publicly exhibited at Bradford and at Shipley, or at such other place or places and in such manner as the joint committee think fit to order: Provided that no byelaw made under the authority of this section shall come into operation until the same shall have been confirmed by the Board of Trade.

Capital for future improvements.

28. If the Undertakers become joint proprietors of the Bradford Canal as aforesaid, all capital moneys which may be required to be expended in the purchase of land, and in altering, improving, or extending the Bradford Canal and basins, and the works, wharves, warehouses, buildings, roads, machinery, and other conveniences connected therewith, shall, unless otherwise agreed, be provided by the Leeds Company and the Undertakers in equal moieties; but in case such expenditure so far as made for terminal accommodation, either wholly or partially, and either originally or subsequently, shall be agreed or determined by arbitration to be exclusively for or more beneficial to the Leeds Company or the Undertakers than to the other, then interest at the rate of five pounds per centum per annum on such total or partial expenditure shall be debited in the former case exclusively to the Company or the Undertakers (as the case may be) for whose sole or greater benefit the same shall be found to have been made, and in the latter case in proportion to such greater benefit: Provided always, that any agreement or award in relation to the matters in this section mentioned shall not be altered or varied until after the expiration of twelve months from the date of such agreement or award.

Leeds Company to allow their water to be taken without charge.

29. The Leeds Company shall allow water to be taken from their canal free of charge for the use of the Bradford Canal at the place and in the manner at and in which it is now taken, or at such place and in such manner as may be agreed on by the Leeds Company and the Undertakers, but the cost (if any) of pumping the same into the Bradford Canal shall form part of the working expense of that canal.

Arbitration.

30. If any difference shall at any time arise between the Leeds Company and the Undertakers as to the construction to be placed upon this Act, or as to the management or maintenance, or improvement or extension, or proposed improvement or extension, of the Bradford Canal or the works connected therewith, or as to the user thereof, or of any particular portion thereof, or as to the tolls, rates, charges, and rents to be levied or taken for the use of the canal, or for wharfage or warehouses, such difference shall, at the request of either of the Leeds Company or the Undertakers, be referred to an

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arbitrator to be appointed by the Leeds Company and the Undertakers, or, in case of difference as to such appointment, to an arbitrator to be appointed by the Board of Trade on the application of the Leeds Company and the Undertakers, or either of them; and the decision of such arbitrator shall in every case be binding upon both the Leeds Company and the Undertakers, and the expense of every such reference, including incidental expenses, shall be charged as part of the general expenses of the Bradford Canal.

Undertakers may apply their funds for purposes of Act.

31. The Undertakers may apply any of the funds belonging to them or which they have power to raise to the payments authorised to be made by them under the provisions of this Act, or otherwise to the purposes thereof.

For protection of Bradford Corporation. 34 & 35 Vict. c. clv.

32. For the protection of the mayor, aldermen, and burgesses of the borough of Bradford (herein-after called the Corporation), all the provisions contained in the section numbered 12 of the Bradford Canal Act, 1871, except the provisions contained in sub-sections 13 and 14 of the said section 12, shall, as to matters and things therein referred to not yet completed, be and continue in full force and effect against the Leeds Company and also against the Undertakers, in the event of their giving the notice aforesaid, in like manner as if the said section were herein re-enacted, and the name of the Leeds Company and also the name of the Undertakers, if notice be given as aforesaid, were substituted for that of the "purchasers" (meaning the Bradford Canal Company, Limited,) in such re-enactment, and sub-sections 13 and 14 of the said section 12 shall, as to matters and things therein referred to not yet completed, be and continue in full force between the Bradford Company and the Corporation.

Expenses of Act.

33. All the costs, charges, and expenses of the Leeds Company and the Bradford Company respectively of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Leeds Company.

A.D. 1878.

SCHEDULE referred to in the foregoing Act.

FORM OF CONVEYANCE OF THE CANAL PROPERTY OF THE BRADFORD CANAL COMPANY, LIMITED.

An indenture made this day of 1878 between the Bradford Canal Company, Limited, of the one part, and the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (herein-after called the Leeds and Liverpool Canal Company) of the other part, whereby the said Bradford Canal Company, Limited, by virtue of the Bradford Canal Transfer Act, 1878, and in consideration of the sum of twenty-seven thousand pounds to them paid by the Leeds and Liverpool Canal Company on or before the execution of these presents (the receipt whereof is hereby acknowledged), and in consideration of payment off by the Leeds and Liverpool Canal Company of a mortgage debt of 5,000*l.* on part of the premises herein-after mentioned, do grant, release, convey, assign, and confirm unto the Leeds and Liverpool Canal Company, their successors and assigns, the whole canal property of the said Bradford Canal Company, Limited, as defined in the sixth section of the Bradford Canal Transfer Act, 1878, to hold the same unto the Leeds and Liverpool Canal Company, their successors and assigns, subject to the powers, provisions, privileges, restrictions, exceptions, and stipulations enacted, declared, or contained by or in the Bradford Canal Act, 1871, or by or in the agreements in the schedule thereto, and subject to all leases and agreements with tenants, and to all rights of way and water, and lights and drainage, and other easements and privileges, if any, legally and of right charged or subsisting thereon, and as regards such of the said hereditaments as are leasehold subject to the rents and lessees covenants and agreements respectively reserved and contained in the leases under which the same are respectively held by the Bradford Company.

Sealed with the common seals of the Bradford Canal Company, Limited, and the Leeds and Liverpool Canal Company, the day and year first above written.

L.S.

L.S.

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