CHAPTER clxxvii.

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An Act to amend the Acts relating to and to confer further powers for the maintenance and construction of works and otherwise upon the Company of Proprietors of the Canal Navigation from Leeds to Liverpool to change the name of the Company and for other purposes.

[28th July 1891.]

WHEREAS by the Act passed in the tenth year of the reign of His Majesty King George III. 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 Liverpoole in "the county palatine of Lancaster and from thence to the River "Mersey" (in this Act called "the Act of 1770") the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (in this Act called "the Company") were incorporated and were empowered to make the canal therein described: 10 G. 3. c. 114.

And whereas by the Act of the twenty-third year of the reign of His said Majesty King George III. chapter 47 (in this Act called "the Act of 1783") certain of the shares in the undertaking of the navigation of the River Douglas alias Asland (in this Act called "the Douglas Navigation") authorised by the Act passed in the sixth year of the reign of His Majesty King George I. chapter 28 for making the River Douglas alias Asland navigable from the River Ribble to Wigan in the county palatine of Lancaster (in this Act called "the Douglas Navigation Act") and in the messuages lands tenements and hereditaments belonging thereto or held therewith which had been purchased by the Company were vested in them and they were empowered to purchase the remainder of the said shares which power the Company have exercised and the Douglas Navigation is now vested in them as part of their undertaking but under and subject to the provisions of the Douglas Navigation Act and the Act of 1783: 23 G. 3. c. 47. 6 G. 1. c. 28.

And whereas by the Act of the thirtieth year of the reign of His said Majesty King George III. chapter 65 and by the Act of the 30 G. 3. c. 65.

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34 G. 3. c. 94.

thirty-fourth year of the reign of His said Majesty chapter 94 (in this Act called "the Act of 1794") the Company were authorised to deviate part of their authorised canal and further powers were conferred upon the Company and other provisions made with respect to their undertaking:

59 G. 3. c. cv.

And whereas by the Act of the fifty-ninth year of the reign of His said Majesty King George III. chapter cv. (in this Act called "the Act of 1819") the Company were authorised to construct a canal (the Leigh Branch) from Wigan to join the Duke of Bridgewater's Canal at Leigh and further powers were conferred upon the Company and other provisions made with respect to their undertaking:

27 & 28 Vict. c. cclxxxviii.

41 & 42 Vict. c. clvi.

And whereas under the provisions of the Lancaster Canal Transfer Act 1864 the Company are lessees for 999 years of a portion of the Lancaster Canal and under the provisions of the Bradford Canal Transfer Act 1878 the Company are joint owners with the undertakers of the navigation of the rivers of Aire and Calder in the west riding of the county of York of the Bradford Canal:

And whereas the provisions of the recited Acts with respect to the constitution and the management of the affairs of the Company are inconvenient and it is expedient that those provisions be repealed and the corresponding provisions of the Companies Clauses Acts be made applicable to the Company:

And whereas the Company are desirous and it is expedient that their name be changed:

And whereas the capital of the Company nominally amounts only to £401,664 15*s.* 6*d.* and consists of—

$2{,}869\frac{37}{120}$ shares on which £139 8*s.* 9*d.* per share has been paid - - -	£400,089	3	8
$12\frac{5}{12}$ shares on which £111 19*s.* 2*d.* per share has been paid - - - -	1,390	3	0
$1\frac{3}{4}$ shares on which £105 19*s.* 4*d.* per share has been paid - - - -	185	8	10
	£401,664	15	6

but the Company have from time to time applied further large sums derived from revenue and from the proceeds of lands sold by them and amounting to upwards of £1,000,000 in the purchase of lands the construction of works and buildings the providing of plant and other matters the expenditure upon which is properly chargeable against capital and the cost up to the present time of the Company's undertaking including sums expended upon the construction of the Winterburn Reservoir herein-after mentioned and the purchase of

lands for the same is upwards of £1,500,000 upon which sum the net earnings of the Company for the last twenty years have been sufficient to pay an average interest of about 4 per centum per annum and the Company desire and it is expedient that their capital be converted into stock of the nominal amount of £1,225,000 being less than the estimated value of their undertaking:

And whereas the Company some time since in the manner provided by the Act passed in the ninth year of the reign of Her present Majesty intituled "An Act to enable canal companies to "become carriers of goods upon their canals" adopted the powers and provisions of that Act and have subsequently under the powers of the Act passed in the eleventh year of the reign of Her present Majesty intituled "An Act to amend an Act to enable canal com- "panies to become carriers upon their canals" borrowed the sum of £30,140 on mortgage for the purposes of the first-mentioned Act but have no other mortgage debt:

And whereas each of the mortgages granted by the Company under the powers of the last-mentioned Act provides that the amount secured thereby and the charge thereby given shall rank pari passu with all and not in priority to any further moneys which the Company had raised or might thereafter lawfully raise upon mortgage or debenture stock under any borrowing powers then or thereafter possessed by them:

And whereas the supply of water to the canals of the Company has been for some time past and now is inadequate and the Company have acquired lands for and have constructed a reservoir (herein-after referred to as "the Winterburn Reservoir") situated partly in the township of Hetton in the parish of Burnsall and partly in the township of Flasby-with-Winterburn in the parish of Gargrave in the west riding of the county of York and in connexion therewith have diverted certain roads and footpaths and it is expedient that the acquisition of the said lands and the construction of the said reservoir and works and the expenditure of money for those purposes by the Company be confirmed and that the Company be empowered to retain and hold the said lands and maintain the said reservoir and works and further that the Company be authorised to construct the other reservoirs and works by this Act authorised and supply the Winterburn and other reservoirs aforesaid with water as herein-after provided:

And whereas the Company intend under the powers which they already possess in that behalf to deepen and improve their canal but require further money for that purpose and it is expedient that the Company be empowered for that purpose and for the purposes of this Act to raise further money:

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And whereas section 24 of the Act of 1770 contains provisions with respect to the rights and liabilities of the Company and the owners or workers of coal mines and minerals near or under the cut or canal the working whereof might endanger or damage the same and section 64 of the Act of 1794 contains nearly identical provisions with reference to coal or other mines and to coal or other minerals under or near to the deviation canal and works by the last-mentioned Act authorised and by section 65 of the last-mentioned Act power is given to the Company their agents and servants to enter lands and mines for better discovering persons who might open dig sink or carry on any work for the getting of coal or other minerals contrary to the directions of that Act and the above recited provisions both of the Act of 1770 and of the Act of 1794 are by the Act of 1819 made applicable in the case of the Leigh Branch:

32 G. 3. c. 101.

And whereas sections 56 and 57 of the Act of the thirty-second year of the reign of His said Majesty King George III. chapter 101 (in this Act called "the Act of 1792") contain provisions nearly identical with those contained in sections 64 and 65 of the Act of 1794 with reference to coal or other mines and to coal or other minerals under or near to the Lancaster Canal:

And whereas an agreement (a copy of which is set forth in the Second Schedule to this Act) has been entered into between the Company of the one part and certain owners lessees and occupiers of mines and minerals lying under and adjacent to the canal and works of the Company including the Douglas Navigation of the other part and it is expedient that the said agreement be confirmed:

And whereas it is expedient that the lastly recited provisions of the Acts of 1770 1794 and 1819 be repealed and that the provisions of sections 56 and 57 of the Act of 1792 be repealed so far as they relate to that portion of the Lancaster Canal of which the Company are lessees as aforesaid and that other provisions similar to those contained in the agreement a copy whereof is set forth in the Second Schedule to this Act be made in lieu of the provisions so to be repealed and be made generally applicable to the canal of the Company and to the Douglas Navigation and to that portion of the Lancaster Canal of which the Company are lessees as aforesaid:

And whereas it is expedient that in other respects the Acts relating to the Company and their undertaking be amended as by this Act provided and that other provisions be made in lieu thereof and that such further powers and provisions as are in this Act expressed should be conferred upon the Company or be made with respect to their undertaking:

And whereas plans and sections showing the lines or situation and levels of the reservoirs and works by this Act authorised the plans showing also the lands to be acquired compulsorily under the powers of this Act and books of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the west riding of the county of York which plans sections and books of reference are herein-after referred to as the deposited plans sections and books of reference:

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

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

Short title.

1. This Act may be cited for all purposes as the Leeds and Liverpool Canal Act 1891.

Act divided into parts.

2. This Act is divided into parts as follows viz.:—

I.—Preliminary.
II.—Constitution Management &c.
III.—Change of Name.
IV.—Financial.
V.—Works and Lands.
VI.—Mines and Minerals.
VII.—Miscellaneous.

PART I.—PRELIMINARY.

Incorporation of general Acts.

3. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say):—

The Companies Clauses Consolidation Act 1845 except the provisions thereof with respect to the settlement of disputes by arbitration;

The Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869;

The Lands Clauses Acts;

The provisions of the Waterworks Clauses Act 1847 with respect to the construction of the waterworks and with respect to the construction of works for the accommodation of lands adjoining the waterworks and with respect to the provisions for guarding against fouling the water of the undertakers and the

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provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes Provided that such last-mentioned provisions are incorporated and shall have effect only for the purposes of and in regard to the construction and maintenance and repair of the aqueduct conduit or line of pipes being the Work No. III. herein-after mentioned;

The provisions of the Waterworks Clauses Act 1863 with respect to the security of the reservoirs constructed by the undertakers; and

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and with respect to the settlement of disputes by arbitration:

And for the purposes of this Act the expressions "the railway" "the work" and "the centre of the railway" in the provisions herewith incorporated of the Railways Clauses Consolidation Act 1845 respectively mean the reservoirs and aqueduct conduit or line of pipes by this Act authorised to be completed and made and maintained respectively and the boundaries thereof.

Interpretation.

4. In this Act terms to which meanings are assigned in Acts incorporated wholly or in part with this Act or which have therein special meanings have (unless varied by this Act) the same respective meanings:

And in this Act—

The expression "the Companies Clauses Acts" means and includes the Companies Clauses Consolidation Act 1845 (except the provisions thereof with respect to the settlement of disputes by arbitration) and the Companies Clauses Acts 1863 and 1869;

The expression "the canal" or "the Company's canal" or any like expression means and includes unless the context otherwise requires the Company's canals and works including the Leigh Branch and the Douglas Navigation but does not include unless expressly mentioned the portion of the Lancaster Canal of which the Company are lessees or the Bradford Canal;

The expression "the Lancaster Canal" means and includes only the portion of the Lancaster Canal of which the Company are lessees as aforesaid;

The expression "mine owners" or "mine owner" includes owners lessees or occupiers or owner lessee or occupier as the case may be of mines and minerals;

The word "boat" includes barge vessel and other craft of any description however propelled or moved:

And (for the purposes of this Act) in Acts incorporated wholly or in part with this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression shall have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

PART II.—CONSTITUTION MANAGEMENT &c.

Repealing provisions o Company's Acts relating to matters provided for by Companies Clauses Acts.

5. Upon the passing of this Act all the provisions of the Acts relating to the Company in respect of any matters to which the provisions herewith incorporated of the Companies Clauses Acts relate are hereby repealed and henceforth the last-mentioned provisions as varied by this Act shall apply to the Company.

Powers of general assembly transferred to Company.

6. All powers which by the provisions not heretofore or by this Act repealed of any Act relating to the Company or their undertaking are conferred upon or exerciseable by the proprietors of the Company in or at any general assembly are as varied (if varied) by this Act transferred to and conferred upon the Company.

Powers and duties of committee of management transferred to directors.

7. All powers and duties which by the provisions not heretofore or by this Act repealed of any Act relating to the Company or their undertaking are conferred or imposed upon the committee to manage the affairs of the Company are as varied (if varied) by this Act transferred to and conferred and imposed upon the directors of the Company.

First meeting of Company.

8. The first ordinary meeting of the Company after the passing of this Act shall be held in the month of September one thousand eight hundred and ninety-one.

Future ordinary meetings.

9. All ordinary meetings of the Company after the said first ordinary meeting shall be held in the months of March and September in each year or at such other times as the Company shall from time to time in general meeting determine.

Quorum of meetings and scale of voting.

10. The prescribed quorum to constitute a meeting (whether ordinary or extraordinary) of the Company shall be shareholders being ten or more in number holding in the aggregate capital stock or shares on which not less than fifty thousand pounds has been paid up The prescribed scale of voting at general meetings of the Company shall (subject to the provision herein-after contained with respect to voting in respect of preference stock or shares) be one vote for every complete sum of one hundred pounds paid up on

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capital stock or shares For the purposes of this section capital stock shall be deemed to be fully paid up to the nominal amount thereof.

Number of directors.

11. The number of the directors shall from and after the first ordinary meeting of the Company to be held in the year one thousand eight hundred and ninety-two be twelve but the Company may from time to time reduce or increase the number of directors but so that the number be never less than eight nor more than twelve.

Qualification of directors.

12. The qualification of a director shall be the possession in his own right of stock or shares of the Company to the nominal amount of not less than one thousand five hundred pounds.

Quorum of directors.

13. The quorum of a meeting of directors shall be four.

First directors.

14. The present members of the committee chosen to manage the affairs of the Company (that is to say) Alfred Harris, Marmaduke D'Arcy Wyvill, Edward Balme Wheatley Balme, Francis Sharp Powell, William Fison, Charles Edward Harris, Samuel Joshua Cooper, Arthur Harris, John Birkbeck, Edward Philips Thompson, William Wakefield, William Christopher Dawson, William Wright Warde-Aldam, William Stavert, John Paley, William Edward Willink and James Hoyle, shall be the first directors of the Company and notwithstanding the provisions herein-before contained as to the number of the directors shall continue in office until the first ordinary meeting to be held in the year one thousand eight hundred and ninety-two At that meeting all the first directors shall retire from office and the shareholders present in person or by proxy may either continue in office twelve of the directors appointed by this Act or any less number of them or may elect a new body of directors or directors to make up with those retained in office the number of twelve any of the first directors being if they continue qualified eligible for re-election and at the first ordinary meeting to be held in every subsequent year the shareholders present in person or by proxy shall (subject to the power herein-before contained of altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of directors.

As to the exercise of commissioners

15. Where by any Act relating to the Company or their canals or undertaking including the Lancaster Canal any powers consents discretions or duties (other than for the purposes of settling ques-

tions which are herein-after directed to be settled under the provisions of the Lands Clauses Acts) are directed to be exercised given and performed by commissioners therein mentioned or any quorum or prescribed or specified number of commissioners the same powers consents discretions and duties (other than as aforesaid) shall not be henceforth exercised given or performed by the commissioners but may be exercised given or performed by two or more justices acting together and if any person or the Company shall feel aggrieved by any determination or adjudication of such justices made under the authority of this section such person or the Company shall have the same right of appeal to the general quarter sessions as is by the Lands Clauses Acts given to any person who shall feel aggrieved by any determination or adjudication of any justice with respect to any penalty or forfeiture and where by any such Act as first aforesaid any questions are directed to be settled by commissioners or by any quorum or prescribed or specified number of commissioners but are also made subject to the verdict of a jury such questions shall not be henceforth settled by the commissioners and a jury but shall be settled under the provisions of the Lands Clauses Act in the same manner as if such questions were questions of disputed compensation for land arising under this Act or the Acts incorporated therewith and where under any such Act as first aforesaid any damages costs or expenses or penalties are leviable or recoverable such damages costs expenses and penalties may be levied and recovered as any damages costs expenses or penalties incurred under the Lands Clauses Acts may be levied and recovered.

powers and duties.

16. All books documents and writings which under or by virtue of the Acts relating to the Company or their undertaking are at the passing of this Act vested in any such commissioners as aforesaid or their clerk are hereby vested in the Company and the same shall immediately after the passing of this Act be delivered to the Company or their secretary and all persons who under or by virtue of the said Acts are entitled to inspect or take copies of or extracts from the same shall have the same power of inspecting and taking copies of and extracts from the said books documents and writings and upon the same terms as they would have had if this Act had not been passed.

Commissioners books and ducuments vested in the Company.

PART III.—CHANGE OF NAME.

17. From and after the passing of this Act the name of the Company shall be "The Leeds and Liverpool Canal Company."

Change of Company's name.

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PART IV.—FINANCIAL.

Repealing unexercised money powers.

18. All unexercised powers of the Company under any special Act relating to them or their undertaking for raising money by shares or by borrowing are hereby repealed.

Capital of the Company.

19. From and after the passing of this Act the capital of the Company shall be one million five hundred thousand pounds and shall consist of capital stock to the amount of one million two hundred and twenty-five thousand pounds and of additional capital to the amount of two hundred and seventy-five thousand pounds and such additional sum may be raised by the issue of new shares or by the issue of new stock or (at the option of the Company) partly by one and partly by the other of those modes Provided that no share in such additional capital shall be of less nominal amount than ten pounds.

Vesting part of capital stock in present shareholders.

20. There is by this Act vested (subject as herein-after provided) in each of the several persons who immediately before the passing of this Act were the registered holders of the shares and fractions of shares in the existing capital of the Company so much of the capital stock by this Act created as at and after the rate of four hundred and twenty-five pounds for each one hundred and thirty-nine pounds eight shillings and ninepence and so in proportion for any greater or less amount shall be equal to or represent the amount of his holding in the existing capital as above recited of the Company and such portion of stock shall be in substitution for his said holding and shall be subject and liable to the same trusts powers provisions declarations agreements charges liens and incumbrances as immediately before the passing of this Act affected the share or shares or fraction of share for which the same is substituted and every deed or other instrument and every testamentary or other disposition shall take effect with reference to the whole or a proportionate part as the case may be of the substituted stock.

Fractions of a pound may be paid in cash.

21. The Company may pay to any shareholder in their existing capital cash at par in lieu of any fraction of a pound of capital stock to which he would be entitled.

Issue and application of remainder of capital stock.

22. The remainder of the capital stock by this Act created shall be issued only as fully paid up and such remaining stock or the proceeds thereof may be applied for any purposes of the Company to which capital is properly applicable.

Company shall call in and cancel existing certificates

23. The Company shall call in and cancel the existing certificates of transfers of shares or fractions of shares in their existing capital and issue in lieu thereof certificates in the form and under the conditions prescribed by the Companies Clauses Consolidation Act

1845 but the holders of such existing certificates of transfers of shares shall not be entitled to any certificates of proprietorship under this Act until they shall have delivered up to the Company to be cancelled any certificates of transfer issued to them before the passing of this Act or shall have proved to the reasonable satisfaction of the directors the loss or destruction thereof.

and issue new certificates in lieu thereof.

24. The several holders of the capital stock of the Company created by this Act shall be entitled to participate in the dividends and profits of the Company and to the same privileges and advantages for the purpose of voting at meetings of the Company as regards qualifications for the office of directors and for other purposes as if the stock had been formed by the conversion or consolidation into stock of fully paid up shares of the same nominal amount of ordinary capital of the Company.

Rights of stockholders.

25. Shares or stock in the additional capital of two hundred and seventy-five thousand pounds may be created and issued at the option of the Company either as ordinary shares or stock or as preferential shares or stock or partly the one and partly the other Stock in such additional capital shall be issued only as fully paid up.

Shares or stock in additional capital may be ordinary or preferential stock to be issued as fully paid up.

26. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Shares not to be issued until one fifth paid.

27. One fifth of the amount of the share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Calls.

28. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

Restriction as to votes in respect of preferential shares or stock.

29. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt in case of persons not sui juris.

30. The Company may at any time and from time to time after the passing of this Act (irrespective of or in addition to any sums which under the provisions herein-after contained the Company may from time to time borrow on mortgage of lands belonging to them mentioned or referred to in section 19 of the Liverpool Improvement Act 1883) borrow on mortgage in respect of their capital

Power to borrow.

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stock created by this Act any sum or sums not exceeding in the whole in nominal amount one third part of the nominal amount of such stock for the time being vested or issued and they may also in respect of the additional capital of two hundred and seventy-five thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any further sum or sums not exceeding in the whole ninety-one thousand five hundred pounds and of that sum they may from time to time borrow not exceeding thirty thousand five hundred pounds in respect of each ninety-one thousand five hundred pounds of such additional capital but no part of any such sum of thirty thousand five hundred pounds shall be borrowed until the whole of so much of the ninety-one thousand five hundred pounds of capital in respect of which it is to be borrowed as is raised by stock shall have been fully paid up and the whole of so much of the ninety-one thousand five hundred pounds of capital in respect of which it is borrowed as is raised by shares is issued and accepted and one half of such last-mentioned portion of capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies (as regards so much of such portion of capital as is raised by stock) that the whole of the stock in such portion of capital is fully paid up and (as regards so much of such portion of capital as is raised by shares) that the whole of the shares in such portion of capital have been issued and accepted and that one half of the nominal amount of such shares has been paid up and that not less than one fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof and that such shares were issued bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof Provided always that the moneys for the time being borrowed by the Company under the provisions of this Act and of the recited Act of the eleventh year of the reign of Her present Majesty shall not at any one time exceed in all one third part of the paid up capital of the Company the capital stock created by this Act being for this purpose deemed to be paid up capital.

For appointment of receiver.

31. The mortgagees of the Company may (subject to the provision herein-after contained with respect to premises comprised in

any demise or lease agreement sale or disposition) enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

32. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued by the Company under this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Priority of mortgages over other debts.

33. All money raised or to be raised by the Company on mortgage or debenture stock under the provisions of this Act or of the recited Act of the eleventh year of the reign of Her present Majesty shall have priority against the Company and the property from time to time of the Company liable thereto over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of any of the Acts relating to the Company or the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the Company's undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Application of moneys.

34. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only for purposes of this Act or for or in connexion with the improvement of the undertaking of the Company or for other purposes of their undertaking to which capital is properly applicable.

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PART V.—WORKS AND LANDS.

Confirming purchase of lands for and construction of and expenditure upon Winterburn Reservoir.

35. The purchase of lands by or on behalf of the Company for and the works executed by the Company in and about the construction of the Winterburn Reservoir and the diversions by the Company of roads and footpaths and other works constructed and executed by the Company in connexion with the Winterburn Reservoir are hereby confirmed and all moneys expended by the Company in connexion with those matters shall be deemed to have been lawfully expended and may be carried to the debit of the Company's capital account and the Company may hold such lands and may maintain such reservoir and works accordingly.

Power to construct other reservoirs and works.

36. Subject to the provisions of this Act the Company in the lines and situations and in accordance with the levels shown on the deposited plans and sections so far as the works herein-after referred to are shown upon those plans and sections may make and maintain the other reservoirs and the other works herein-after described and may enter upon take and use such of the lands shown upon the deposited plans and described in the deposited books of reference as are required for those purposes or for making the communication road shown upon the deposited plans.

The works herein-before referred to and by this Act authorised will be wholly situate in the west riding of the county of York and are the following (that is to say):—

I. A reservoir (the Bordley Hall Reservoir) wholly in the township of Bordley in the parish of Burnsall to be formed by means of an embankment across the streams called Bordley Beck and Bracken Pot Gill;

II. A reservoir (the Bucker House Reservoir) in the townships of Bordley Rilstone and Hetton all in the parish of Burnsall to be formed by means of an embankment across the stream called Hetton Common Beck;

III. An aqueduct conduit or line of pipes commencing in the gauge tank constructed by the Company to the southward of the embankment of the Winterburn Reservoir and terminating in the summit pool of the Company's canal in the township of Coates in the parish of Barnoldswick;

IV. A diversion in the townships of Rilstone Bordley and Hetton aforesaid of the road leading from Threshfield to Malham by way of Lainger House and Know Bank;

V. All such catchwater and other drains cuts channels aqueducts culverts tunnels sluices byewashes weirs gauges banks walls engines machinery appliances roads approaches and

other works or conveniences as may be necessary or convenient for or in connexion with the before-mentioned works or any of them.

Power to take waters.

37. Subject to the provisions of this Act the Company may by means of the Winterburn Reservoir and of the works by this Act authorised or any of them take divert collect impound appropriate and use the waters of the Heber Beck Bordley Beck Bracken Pot Gill Lainger Beck Hetton Common Beck Long Gill Beck Whetstone Gill Park Gill Way Gill and Winterburn Beck and all streams springs and waters found upon in or under any lands for the time being of the Company or flowing into or feeding the above-mentioned becks and gills respectively or any of them or over or in respect of which the Company have or may acquire easements.

As to compensation water.

38. With reference to the compensation to be made by the Company for the taking impounding and appropriating of the respective waters by this Act authorised to be taken impounded and appropriated the following provisions shall have effect namely :—

(1) The gross average rainfall shall be taken at forty-eight inches per annum over the whole area of the watershed interfered with ;

(2) It shall be referred to Mr. G. H. Hill or in case of his death or inability or refusing to act to an hydraulic engineer to be appointed by the President of the Board of Trade who shall determine and certify in writing within twelve months from the passing of this Act the average available quantity of water annually flowing off the areas tributary to the above-named reservoirs by this Act authorised and the certificate of the said G. H. Hill or such other engineer as aforesaid shall be published by advertisement once in each of two successive weeks in a newspaper published in the west riding of Yorkshire and from and after the giving of such certificate and on and from the completion and filling for use of the Bucker House Reservoir and the Bordley Hall Reservoir or one of them or on the completion of the aqueduct conduit or line of pipes (Work No. III.) by this Act authorised and the passing of water through the same (whichever shall first happen) the Company shall cause to be discharged continuously from the Winterburn Reservoir into the Winterburn Beck at a point below where the water will be diverted therefrom (by the said aqueduct conduit or line of pipes) such a quantity of water per minute as in three hundred and sixty-five days will amount in the aggregate to one third of the average annual available quantity so certified ;

(3) Until the Company become liable to discharge compensation water in accordance with the preceding sub-section (2) of this

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section the Company shall from and after the filling for use of the Winterburn Reservoir cause to be discharged therefrom into the Winterburn Beck at a point below where the water will be diverted therefrom by the said aqueduct the several quantities of water following namely :—

Until the completion and filling for use of the Bucker House Reservoir and the Bordley Hall Reservoir or one of them or the completion of the said aqueduct conduit or line of pipes and the passing of water through the same (whichever shall first happen) seven hundred and eighty-one gallons per minute continuously ;

On and from the completion and filling for use of the Bucker House Reservoir and the Bordley Hall Reservoir or one of them or the completion of the said aqueduct conduit or line of pipes and the passing of water through the same (whichever shall first happen) an additional quantity of eight hundred and fifty-eight gallons per minute continuously ;

(4) The Company shall provide and maintain at some point not more than one hundred yards from the foot of the outer slope of the embankment of the Winterburn Reservoir a suitable gauge or gauges for measuring the quantity of water flowing or being delivered into the Winterburn Beck below the said reservoir as aforesaid ;

(5) The said gauge or gauges shall at all reasonable times be open to the inspection and examination of all persons interested in the water so flowing or being delivered into the Winterburn Beck and of the undertakers of the navigation of the rivers of Aire and Calder in the county of York and of their engineers and agents ;

(6) If at any time the said gauge or any of the said gauges shall be out of repair or in an unfit condition for the purpose for which it is intended the Company shall forthwith put the same in fit repair and condition and if they fail to do so within fourteen days after notice in writing to them in that behalf by or on behalf of any of the persons interested in the flow of the water or by or on behalf of the said undertakers then any such person or the said undertakers may cause the said gauge to be put in fit repair and condition and may recover the reasonable cost of so doing from the Company in any court of competent jurisdiction ;

(7) The Company shall not use any water from the Winterburn Reservoir until they have provided such gauge or gauges as aforesaid ;

(8) In case of the failure of the Company so to permit to flow or to deliver the said quantity of water the Company shall be liable to a penalty not exceeding five pounds for every day in which any such default shall occur such penalty to be recoverable summarily with the costs of the proceeding by any person interested in the subject matter of complaint or by the said undertakers.

For the protection of the Eshton Beck and River Aire.

39.—(1) Notwithstanding anything in this Act or any other Act relating to the Company or its undertaking the Company shall at a point below the lowest intake for the time being by which water is diverted from Eshton Beck into the Company's canal permit to flow down Eshton Beck or deliver into that beck and thence into the River Aire the following quantities of water in a continuous daily flow (that is to say) :—

	Gallons.
On and after the completion and filling for use of Winterburn Reservoir - - -	750,000
On and after the completion and filling for use of either Bordley Hall or Bucker House Reservoir an additional quantity of - -	450,000
On and after the completion and filling for use of both Bordley Hall and Bucker House Reservoirs an additional quantity of - -	300,000
	1,500,000

(2) The Company shall provide and maintain at some point on the Eshton Beck below the said lowest intake a suitable gauge for measuring the quantity of water flowing or being delivered into the Eshton Beck below such intake as aforesaid the said gauge to be constructed to the satisfaction of the surveyor or engineer appointed in that behalf by the county council of the west riding of the county of York (in this section called "the county council").

(3) The said gauge shall at all reasonable times be open for the inspection of the county council and their engineers and agents the mayor aldermen and burgesses of the borough of Leeds and their engineers and agents and the mayor aldermen and burgesses of the borough of Keighley and their engineer and agents (which corporations are in this section respectively referred to as "the Leeds Corporation" and "the Keighley Corporation").

(4) If at any time the said gauge shall be out of repair or in an unfit condition for the purpose for which it is intended the Company

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shall forthwith put the same in fit repair and condition and if they fail to do so within fourteen days after notice in writing to them in that behalf by or on behalf of the county council the Leeds Corporation or the Keighley Corporation then the county council or either of the corporations may cause the said gauge to be put in fit repair and condition and may recover the reasonable cost of so doing from the Company in any court of competent jurisdiction.

(5) The Company shall not take or use any water from the Winterburn Reservoir by means of the aqueduct conduit or line of pipes (Work No. III.) by this Act authorised until they have provided such gauge as aforesaid.

(6) In case of the failure of the Company so to permit to flow or to deliver the said quantity of water the Company shall pay to the county council to the Leeds Corporation and to the Keighley Corporation respectively the sum of twenty-five pounds for every day in which any such default shall occur such sums to be recoverable in any court of competent jurisdiction with the costs of the proceedings by the county council the Leeds Corporation and the Keighley Corporation respectively.

Provisions of two last sections to be in full compensation &c.

40. The provisions of the two last preceding sections of this Act shall be accepted and taken by all persons interested in the flow of water below the Winterburn Reservoir as full compensation for all water which the Company can collect divert or impound under the provisions of this Act.

For the protection of the corporation of Leeds.

41. Save as provided or authorised by this Act the Company shall not hereafter without the consent of the mayor aldermen and burgesses of the borough of Leeds except by the authority of Parliament construct further works upon or near to the Eshton Beck which shall have the effect of abstracting more flood waters than can be now abstracted by the existing works and by the works sanctioned or authorised by this Act.

Saving rights of supplying canal with water under other Acts.

42. Save as in this Act expressly provided nothing in this Act shall affect or limit the right or power of the Company under any other Act or Acts to supply the canal (including the Lancaster Canal) with water from any rivers brooks springs streams rivulets or watercourses or otherwise.

Limits of deviation.

43. In the construction of the works authorised by this Act the Company may deviate laterally to any extent not exceeding the limits of the lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits and they may deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards and ten feet downwards

Provided that the Company shall not in the exercise of the powers of lateral deviation herein-before given construct any embankment or wall of any reservoir of a greater height above the general surface of the ground than that shown in the case of the corresponding embankment or wall of such reservoir on the deposited sections and three feet in addition.

For protection of Midland Railway Company.

44. In constructing and maintaining the works authorised by this Act where they will cross under the bridge carrying the Midland Railway over the Leeds and Liverpool Canal the Company shall be subject to the following conditions videlicet :—

(1) All works affecting the said bridge shall be constructed and maintained in all things at the expense of the Company and in such manner that the stability of the said bridge shall not be endangered or the traffic upon the Midland Railway in anywise impeded or interfered with under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company who shall have access for the purposes of this section at all reasonable times to the works of the Company ;

(2) If by reason of the construction or maintenance of the works or any of them or the failure of any of the works or of the maintenance thereof or otherwise the said railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the Midland Railway Company for all costs to which that Company may be put in repairing the said damage and shall also pay by way of liquidated damages to the Midland Railway Company ten pounds for every hour during which such traffic shall be impeded ;

(3) The Company shall also indemnify the Midland Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on the said railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants or workmen ;

(4) If any difference shall arise between the respective engineers of the Company and the Midland Railway Company under any provision of this section such difference shall be determined unless otherwise agreed on by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the costs of such arbitration shall be in the discretion of such engineer.

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For the protection of the west riding county council.

45. In executing the works and exercising the powers by this Act authorised so far as they affect the main roads and county and main road bridges of the west riding of the county of York the following provisions for the protection of the county council of the said west riding (in this section called "the county council") shall have effect unless otherwise agreed on in writing between the county council and the Company (that is to say):—

(1) The aqueduct conduit or line of pipes (Work No. III.) by this Act authorised shall be constructed and laid in such position at the side or otherwise of the main road as the county council shall by writing under the hand of the surveyor to the county council reasonably direct and shall not be constructed or laid in upon or across any county or main road bridge but shall be carried over the stream crossed by any such bridge entirely separate from and independent of such bridge and the gradient of any such bridge and of the respective approaches thereto shall not be altered;

(2) All works to be constructed or laid in along or across or in any way affecting any present or future main road or any present or future county or main road bridge or any approach thereto shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the said surveyor in accordance with plans and sections to be approved of by him in writing before the commencement of any such work Provided that if the said surveyor shall not within one month after the same shall have been submitted express his approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof;

(3) The works shall be so executed as not to stop the traffic and so far as reasonably practicable so as not in any way to impede or interfere with the traffic of any main road or county or main road bridge or any approaches thereto;

(4) The Company shall pay to the county council the reasonable expenses incurred by them in relation to the superintendence by this Act authorised;

(5) Notwithstanding anything in this Act contained it shall be lawful for the county council at any time or times to remove alter or renew any such county or main road bridge or the approaches thereto alongside or near to which the said aqueduct conduit or line of pipes is carried in the same manner as they might have removed altered or renewed any such bridge or the approaches thereto if this Act had not been passed and such

aqueduct conduit or line of pipes had not been constructed or laid over such bridge without making any compensation to the Company for any expense or loss to which the Company may be put in consequence of such removal alteration or renewal And in the event of any such bridge or the approaches thereto alongside or near to which the said aqueduct conduit or line of pipes is laid being removed altered or renewed as aforesaid the Company shall at their own expense alter the position of the works by which such aqueduct conduit or line of pipes is carried alongside or near to any such bridge or the approaches thereto as aforesaid and replace the same to the reasonable satisfaction of the said surveyor to the county council Provided that during the removal alteration or renewal of any such bridge as aforesaid the county council shall afford at the like cost of the Company all reasonable facilities for temporarily carrying such aqueduct conduit or line of pipes across the stream so as not to interrupt the supply of water;

(6) If any difference arise between the county council and the Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by an engineer to be appointed by the Board of Trade on the application of either of the parties in difference and his decision shall be conclusive.

For protection of county council of county palatine of Lancaster.

46.—(1) If by reason of the exercise by the Company of any of their powers at any time after the passing of this Act any damage shall be caused to any main road or to any canal bridge carrying a main road or to any county or hundred bridge in the county palatine of Lancaster or if by reason of such exercise any alteration or reconstruction of any such road or bridge shall have become necessary then and in every such case and from time to time—

(A) The Company shall bear and pay all costs and charges in or about the repair alteration or reconstruction of any such road or bridge which shall have been rendered necessary or expedient by the action of the Company;

(B) The Company shall fully indemnify and save harmless the county council of the county palatine of Lancaster (in this section called "the county council") and the inhabitants of the said county or of any hundred therein from and against all actions proceedings and claims consequent on or arising out of any damage to or interruption of traffic over any such main road or bridge or any part thereof caused in the exercise of any of their powers or otherwise by the Company;

(c) Any dispute as to the fact of damage to any such road or bridge or of the necessity or expediency of any such repair

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alteration or reconstruction as aforesaid shall be settled in case of difference by an engineer to be agreed upon between the Company and the county council or in case of difference to be appointed by the Board of Trade;

(d) All costs charges and expenses and all sums payable by way of indemnity as aforesaid shall be recoverable by the county council from the Company by action in any court of competent jurisdiction.

(2) At least three months before commencing any work which may in anywise interfere with or affect any county or hundred bridge or any canal bridge carrying a main road the Company shall serve on the clerk to the county council a notice accompanied by plans and sections (if applicable) and specifying distinctly and accurately the nature and description of the proposed works and during that period of three months the county council may serve a counter notice on the Company objecting to the proposed works and in that case it shall not be lawful for the Company to proceed with the proposed works until the matter of objection has been settled by agreement or in case of difference by arbitration in manner herein-before provided.

(3) Every such repair alteration or reconstruction (whether on the original site or otherwise) as aforesaid shall be executed by and at the expense of the Company in all respects under the superintendence and to the reasonable satisfaction of the surveyor of bridges of the said county and the said surveyor and his assistants shall from time to time and at all times have full power to enter and inspect the state and condition of the works of the Company to see that the provisions of this section are complied with.

(4) If traffic over any such county or hundred bridge or canal bridge as aforesaid shall be interrupted or interfered with by reason of the exercise by the Company of any of their powers under this Act the Company shall to the satisfaction of the county council provide and maintain a temporary bridge and roadway safe and sufficient for the accommodation of the public.

For the protection of county boroughs.

47.—(1) If by reason of the exercise by the Company of any of their powers at any time after the passing of this Act any damage shall be caused to any highway within any county borough or to any bridge within any county borough carrying any such highway over or under the canal or if by reason of such exercise any alteration or reconstruction of any such highway or bridge shall have become necessary then and in every such case and from time to time—

(a) The Company shall bear and pay all costs and charges in or about the repair alteration or reconstruction of any such

highway or bridge which shall have been rendered necessary or expedient by the action of the Company;

(B) The Company shall fully indemnify and save harmless the mayor aldermen and burgesses of such county borough (in this section called "the corporation") and the inhabitants of the said county borough from and against all actions proceedings and claims consequent on or arising out of any damage to or interruption of traffic over any such highway or bridge or any part thereof caused in the exercise of any of their powers or otherwise by the Company;

(C) Any dispute as to the fact of damage to any such highway or bridge or of the necessity or expediency of any such repair alteration or reconstruction as aforesaid shall be settled in case of difference by an engineer to be agreed upon between the Company and the corporation or in case of difference to be appointed by the Board of Trade;

(D) All costs charges and expenses and all sums payable by way of indemnity as aforesaid shall be recoverable by the corporation from the Company by action in any court of competent jurisdiction.

(2) At least three months before commencing any work which may in any wise interfere with or affect any such highway or bridge the Company shall serve on the town clerk of such county borough a notice accompanied by plans and sections (if applicable) and specifying distinctly and accurately the nature and description of the proposed works and during that period of three months the corporation may serve a counter notice on the Company objecting to the proposed works and in that case it shall not be lawful for the Company to proceed with the proposed works until the matter of objection has been settled by agreement or in case of difference by arbitration in manner herein-before provided.

(3) Every such repair alteration or reconstruction (whether on the original site or otherwise) as aforesaid shall be executed by and at the expense of the Company in all respects under the superintendence and to the reasonable satisfaction of the surveyor of the corporation and the said surveyor and his assistants shall from time to time and at all times have full power to enter and inspect the state and condition of the works of the Company to see that the provisions of this section are complied with.

(4) If the traffic over any such bridge shall be interrupted or interfered with by reason of the exercise by the Company of any of their powers under this Act then the Company shall to the satisfaction of the corporation provide and maintain a temporary bridge

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and roadway safe and sufficient for the accommodation of the public.

Power to municipal corporations to rebuild bridges.

48. The mayor aldermen and burgesses acting by the council of any borough and being the urban sanitary authority within the meaning of the Public Health Act 1875 for such borough (herein-after called "the corporation") shall be at liberty at all times to re-build any existing bridge carrying a public highway over the canal not being a swivel or swing bridge or to substitute a fixed and permanent bridge in accordance with the provisions herein-after contained for a swivel or swing bridge carrying any such highway within the district of the corporation over the canal as it may think fit and for such purposes or any of them to enter upon the lands and premises of the Company at all reasonable times but subject as herein-after is mentioned (unless otherwise agreed between the corporation and the Company) namely:—

(1) One month at least before the corporation shall commence any works over the canal or any towing-path works or lands of the Company they shall serve notice upon the Company at their principal office describing the proposed works and stating the amount of compensation (if any) proposed to be made in respect thereof and the manner in which such compensation (if any) is proposed to be paid or secured together with plans sections and specifications of the works showing the mode and position in which such works are intended to be executed and placed and the materials to be used And the corporation shall upon being required to do so by the Company or their engineer for the time being from time to time give him any such further information in relation thereto as he may reasonably desire and the same works shall not be commenced until the said engineer shall have approved of the said plans sections and specifications in writing under his hand or until such plans sections and specifications have been approved by an arbitrator to be appointed in manner herein-after mentioned Provided that if the said engineer shall not within twenty-eight days after the deposit of the said plans sections and specifications at the principal office of the Company signify in writing his approval or disapproval thereof or his requirements in relation thereto he shall be deemed to have approved thereof;

(2) Any works shall be carried over the canal and towing-path works and lands of the Company in the line and at the point of crossing shown on the plans so approved and (unless with the consent of the Company under their common seal) not elsewhere;

(3) In carrying the said works over the canal towing-path works and lands of the Company the corporation shall not otherwise than by agreement with the Company deviate from the lines as shown on the plans or from the levels or mode of construction shown on the sections and specifications;

(4) The corporation shall not otherwise than by agreement purchase or take any land of the Company but may purchase and take and the Company may and shall sell and grant accordingly an easement or right of construction of the works in the line shown on the plan;

(5) Any works over the canal and towing-path works and lands of the Company and any approaches thereto shall be carried over the same by means of a good and substantial bridge of brick stone wood steel or iron to be constructed by the corporation at their own expense;

(6) Any bridge shall be constructed with perpendicular foundation walls and with only one opening or span over the entire width of the canal towing-path works and lands of the Company and so as to allow the waterway and towing-path under the bridge to be widened by the Company to a total width of not less than 40 feet and the clear height of the underside of the arch or (as the case may be) beams or girders of the bridge above the top-water level of the canal shall throughout the whole breadth of the span be not less than eleven feet;

(7) The space between the piers of the bridge (except so much thereof as the towing-path will occupy) shall at all times after the completion of the bridge (except during necessary repairs or reconstruction) be left and preserved an open and uninterrupted navigable waterway;

(8) The Company shall pay to the corporation towards the costs of such bridge and the works connected therewith such a sum of money as shall be a fair and reasonable equivalent in consideration of the Company being relieved from future liability to repair and maintain the existing bridge;

(9) The corporation shall at their own expense maintain the bridges constructed by them and the works thereof of the height and width and so constructed as aforesaid and in good repair at all times;

(10) If and whenever the height of the bridge or works shall by subsidence of the ground be lowered below the height herein-before prescribed the corporation shall at their own expense restore the same to that height as soon as reasonably may be;

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(11) The corporation shall make good all damage that may be occasioned to the works or property of the Company by the construction maintenance renewal or want of repair of any of the works; but

(1) In every case of pressing necessity; and

(2) In every other case if for seven days after notice in writing thereof given to the corporation by the Company the corporation neglect to proceed with due diligence to make good such damage;

the Company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the corporation;

(12) All such works shall be constructed and maintained so that the traffic upon the canal shall not be in anywise impeded or interfered with without the consent of the Company and under the superintendence and to the reasonable satisfaction of the engineer of the Company and in all things at the expense of the corporation;

(13) The corporation shall also indemnify the Company for any damage or compensation recovered against them by reason of the interruption of the traffic upon the said canal (if any);

(14) If and whenever by any act or omission of the corporation any part of the canal or towing-path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal the corporation shall pay to the Company as or by way of ascertained damages the sum of two hundred pounds for every day during which the obstruction or danger shall continue and so in proportion for any less time than a day;

(15) Provided that nothing in this Act contained shall prevent the Company or any owner of boats or barges from recovering from the corporation (in addition to the ascertained damages herein-before mentioned) any special damages that may be sustained by the Company or such owner in consequence of the stoppage or hindrance of the traffic upon the canal or in consequence of the works to be executed by the corporation or by the Company for the corporation under the provisions herein-before contained or by reason of any water oozing or escaping from the canal or by reason of any subsidence caused by any work done by the corporation or on account of any other act or omission of the corporation;

(16) If and whenever any damages or other sums payable by the corporation to the Company or to such owner as aforesaid or

by the Company to the corporation are not paid on demand made on the clerk of the corporation or secretary of the Company as the case may be the same may together with costs of suit be recovered against the corporation or the Company as the case may be in any court of competent jurisdiction;

(17) All questions and differences which may at any time arise between any corporation and the Company as to the construction or effect of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon or as to any proposed works or any plans sections specifications or materials required to be approved by the Company in regard thereto or as to the amount to be paid by the Company towards the costs of any bridge and the works connected therewith as aforesaid shall be determined by an arbitrator to be appointed by the corporation and the Company or (if for fourteen days after the question or difference arises the parties do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of the parties in dispute and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion;

(18) If by reason of any neglect or default of the Company any injury or damage shall at any time be caused to any bridge which has been rebuilt by the corporation it shall be lawful for the corporation at the expense in all things of the Company to make good such injury or damage;

(19) Nothing in this section contained shall affect the option given to the Company by the provisions conditions and stipulations mentioned or referred to in the section of this Act the marginal note whereof is "Confirming agreement in Second Schedule and "extending its provisions to Company's canal generally" to purchase and make compensation or omit to purchase and make compensation for any minerals nor shall their omission or unwillingness to purchase and make compensation for minerals be or be deemed to be a neglect or default by them.

For the protection of the Earl of Crawford.

49. If the bridge carrying the road to Haigh Hall over the Lancaster Canal and known as the Hall Lane Bridge shall be altered by the Company then and in such case they shall pay the cost of such alteration and also restore and make good the immediate approaches thereto and all necessary works in connexion therewith The gradients of such approaches shall not be steeper than those prescribed or provided to be fixed by the special Acts relating to the

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Company or the canal or where the existing approaches are not so steep then not steeper than such approaches In any such alteration of the said bridge its present ornamental character shall be maintained to the reasonable satisfaction of the Earl of Crawford his heirs and assigns.

Confirming agreement in First Schedule with corporation of Burnley.

50. The agreement between the Company and the mayor aldermen and burgesses of the borough of Burnley a copy whereof is set forth in the First Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Power to purchase rentcharges.

51. Where under the powers of any former Act or of this Act any person whether entitled in his own right or being under any disability or incapacity and having no power to sell or convey lands to the Company or to receive compensation for the same except under the provisions of such Act shall have sold or conveyed or shall sell or convey lands to the Company in consideration of an annual rentcharge the Company may by agreement with such person or his successor in estate purchase and redeem such rentcharge by payment of a sum in gross not being less than twenty years purchase of such rentcharge.

Payment into bank &c. in case of persons under disability.

52. Any moneys payable under the last preceding section in the case of a person under disability or incapacity shall be paid into the bank and dealt with in manner provided by the Lands Clauses Acts with respect to purchase money or compensation in the case of parties under disability or incapacity.

On purchase of rentcharges Company's borrowing powers revived.

53. When by reason of the granting of any such rentcharge the powers of the Company to borrow money have been reduced by an amount equal to twenty years purchase of the rentcharge the power of the Company to borrow that amount shall upon the purchase or redemption of the rentcharge be restored and revived.

Company may acquire easement only in certain lands.

54. The Company may in lieu of acquiring any lands for the purpose of the aqueduct conduit or line of pipes by this Act authorised acquire such easements and rights in such lands as they may require for the purpose of constructing placing laying inspecting maintaining cleansing repairing conducting or managing the same and may give notice to treat in respect of such easements and rights and may in such notice describe the nature thereof and the several provisions of the Lands Clauses Acts inclusive of those with regard to arbitration and the summoning of a jury shall apply to such easements and rights as fully as if the same were lands within the meaning of such Acts Provided always that nothing herein contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the

Company to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall contain or be endorsed with notice of this proviso Provided also that as regards any lands taken or used by the Company for the purpose of laying the said aqueduct conduit or line of pipes therein where such aqueduct conduit or line of pipes is laid underground the Company shall not be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall at all times after the completion of the works have the same rights of passing over such lands for all purposes of or connected with the use or enjoyment of the adjoining lands as if such lands had not been taken or used by the Company.

Period for compulsory purchase of lands.

55. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing thereof.

Period for completion of works.

56. If the works authorised by this Act are not completed within the period of fifteen years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or in relation thereto shall cease except as to so much thereof as shall then be completed or in course of construction.

Power to take additional lands by agreement.

57. The Company may from time to time for the purposes of their undertaking (including the Lancaster Canal) acquire by agreement in addition to lands which they are already authorised to hold under the powers of any former Acts or to take by compulsion under the powers of this Act any lands not exceeding in the whole two hundred and fifty acres or any easement right or privilege therein thereunder or thereover not being an easement or privilege of water but the Company shall not deal with such lands so as to create or permit a nuisance nor use any such lands for any building except buildings required for the undertaking of the Company.

Power to grant easements.

58. Persons empowered by the Lands Clauses Acts or otherwise enabled to sell and convey or release lands may subject to the provisions of those Acts and of this Act grant to the Company in fee either absolutely or in consideration of any yearly or other rent any easement interest right privilege or power (not being an easement of water) required for the purposes of this Act in over affecting or belonging to any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements interests rights privileges and powers as aforesaid respectively.

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For the protection of the corporation of Liverpool.

59. If the Company at any time desire to widen or deepen their canal at the point where the Rivington Aqueduct of the mayor aldermen and citizens of the city of Liverpool (in this section called "the corporation") crosses under the canal at Bamfurlong the Company shall before carrying out such widening or deepening construct under the said canal as proposed to be deepened or widened a tunnel or culvert for the said aqueduct and shall execute all other works necessary for placing and carrying the said aqueduct in and through the said tunnel or culvert without interrupting the supply of water to Liverpool and the tunnel culvert and works shall be constructed in accordance with plans and sections and of materials to be approved of by the corporation and in all respects to their reasonable satisfaction.

The said tunnel or culvert and other works shall be constructed and thereafter maintained by and at the expense of the Company.

The corporation may by agreement with the Company and within the limits of their water supply district from time to time lay water mains or pipes under the said canal.

If by reason of any deepening or widening of the canal it shall become necessary to interfere with any existing sewer or drain or water pipes of the corporation the Company shall before interfering with such sewer or drain or water pipes construct at their own expense according to a plan to be approved by the corporation such new additional or substituted sewers drains pipes and works as the corporation may require in place of the sewers drains or pipes so interfered with.

For protection of corporation of Bootle.

60. If by reason of any deepening or widening of the canal it shall become necessary to interfere with any existing sewer or drain or water pipes of the mayor aldermen and burgesses of the county borough of Bootle (in this section called "the corporation") the Company shall before interfering with such sewer or drain or water pipes construct at their own expense according to a plan to be approved by the corporation such new additional or substituted sewers drains pipes and works as the corporation may require in place of the sewers drains or pipes so interfered with.

Company may in certain cases take lands with the sanction of the Board of Trade making compensation &c.

61. If by reason of the working of any mines under or adjoining the canal of the Company (including the Lancaster Canal) the canal or the banks and towing-paths thereof respectively shall subside or be in immediate or urgent danger of subsidence the Company with the sanction in writing of the Board of Trade under the hand of the secretary or an assistant secretary of that Board may enter upon take and use any lands on either side of such canal or of the said banks or towing-paths as the case may be which may be necessary in order to enable the Company to execute such

works or do such things as may be necessary to enable them to remedy or prevent such subsidence and to keep up the level of the waterway of the canal and the height of the towing-path Provided always that the Company shall make full compensation to all persons interested in such lands the amount of such compensation to be determined in accordance with the provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement except those contained in the sixteenth seventeenth and eighteenth sections of the Lands Clauses Consolidation Act 1845 and that as soon as may reasonably be after taking or entering upon any such lands the Company shall give notice in writing to all parties interested in or entitled to sell such lands specifying the lands which the Company have so taken or entered upon and the purpose for which the same have been so taken or entered upon and shall by such notice demand from the parties upon whom the notice is served the particulars of their estate and interest in the said lands specified in the notice and of the claims made by them in respect thereof and every such notice shall state that the Company are willing to treat for the purchase of the lands specified in the notice and as to the compensation to be made to all parties in respect of the taking of and entering upon such lands and the notices so given shall be deemed to be the notices referred to in the nineteenth and subsequent sections of the said Act of 1845.

Restriction on taking houses of labouring class.

62.—(1) The Company shall not under the powers of this Act except with the previous consent in writing of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

(2) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Company may grant building leases of lands at Liverpool.

63. The Company may when and as they think fit but subject to the provisions of this Act demise and lease all or any part or parts of the lands belonging to them mentioned or referred to in section 19 of the Liverpool Improvement Act 1883 either with or without any easements rights or privileges which the Company may

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have power to grant to be exercised or enjoyed in over or upon any lands not included in such lease to any person or persons who shall be willing to erect thereon any house or building or to rebuild or repair any house or building then standing thereon or otherwise to improve the property comprised in such lease for such term of years and under such conditions as the Company think fit and either at a rent or without any rent but so that in every such demise or lease there be contained a covenant for payment of the rent (if any) thereby reserved and also such other covenants on the part of the tenant or lessee therein to be named as the Company reasonably require.

Power to enter into agreements for granting leases.

64. Previously to the granting of any such lease or leases the Company may enter into any agreement for the granting of the same on such terms and conditions as they think fit and in the granting of the leases to which such agreements relate may by agreement with the proposed lessee alter the amount of the rents specified in such agreements and may apportion the same and grant separate leases of any part of the premises by such agreements agreed to be leased as they may think fit and may also as they may think fit but by agreement only alter or rescind any such agreements as aforesaid and may accept a surrender of any lease actually granted for the purpose of granting separate leases of the same premises or otherwise at apportioned rents or under different covenants and may if they think fit accept any fine or sum in gross as a consideration for such lease or agreement for a lease.

Power to appropriate superfluous lands for open spaces and otherwise to improve the same.

65. It shall be lawful for the Company with a view to any intended sale or sales lease or leases of any of the lands referred to in the two last preceding sections of this Act by means and out of the funds or revenues of the Company to set out allot and appropriate any part or parts of such last-mentioned lands as and for open spaces ways roads passages drains sewers watercourses or other works of accommodation and convenience either to be dedicated to the public or not and to divide such lands into such lots and in such manner as the Company shall deem most conducive to the general benefit of the property and also to fence and enclose all or any of the lots into which the said lands shall be so divided as aforesaid and also to take down and remove any of the houses buildings and erections which may be standing on the said lands and to sell and dispose of either together or in parcels and either by public auction or private contract all or any of the materials of all or any of such houses buildings and erections which shall be so taken down and removed and also to level all or any part of the said lands and generally from time to time with such view as aforesaid to manage alter and improve the said lands or any of them or any part thereof in such manner as the Company shall think fit.

Premises included in lease or sale charged only with express mortgages thereof.

66. The premises comprised in any such demise or lease agreement sale or disposition as aforesaid shall not be deemed part of the undertaking of the Company charged with the general mortgage debt or debenture stock thereof and shall be charged only with such mortgages as may be expressly charged upon such premises or upon any specific portion thereof.

Power to borrow on mortgage of such premises.

67. The Company may from time to time borrow on mortgage or mortgages of any lands belonging to them and mentioned or referred to in section 19 of the Liverpool Improvement Act 1883 any sum or sums of money and the only security of the mortgagee of any such premises shall be the premises or the part thereof specially comprised in his mortgage.

Borrowing powers to be in addition to other borrowing powers.

68. Any mortgage or mortgages so granted and the moneys secured thereby shall be in addition to and irrespective of any other mortgages which by this Act the Company are authorised to grant and the moneys which the Company are by this Act authorised to raise by borrowing or by debenture stock and the powers of the Company under this Act for raising money by borrowing or by debenture stock shall be unaffected by the powers and provisions of this Act with respect to the last-mentioned mortgages and the raising of the last-mentioned moneys respectively.

Company may retain lands required for purposes of their undertaking.

69. Notwithstanding anything contained in the special Acts relating to the Company or in this Act or the Lands Clauses Acts the Company may retain any lands or buildings which the directors may from time to time deem it expedient to retain for or with a view to the widening deepening improving or maintaining of their canals and works or for other special purposes connected with their undertaking.

Application of moneys arising from sale &c. of lands.

70. The Company shall apply all the moneys arising by any such sale disposition or mortgage respectively as aforesaid after paying all expenses incident to the sale disposition or mortgage and satisfying all lawful demands to which the lands and premises so respectively sold disposed of or mortgaged shall be liable for purposes of their undertaking being purposes to which capital is properly applicable.

Repealing in part section 7 of Act of 1770 and section 38 of Act of 1794.

71. Section 7 of the Act of 1770 and section 38 of the Act of 1794 so far as they respectively provide that contracts agreements sales conveyances and assurances shall be enrolled with the officers or persons respectively mentioned in those sections are hereby repealed.

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PART VI.—MINES AND MINERALS.

Repealing certain provisions of Acts of 1770 1794 and 1819 and (as to part of Lancaster Canal) of Act of 1792.

72. Section 24 of the Act of 1770 and sections 64 and 65 of the Act of 1794 and so much of section 1 of the Act of 1819 as applies the provisions of those sections of the Acts of 1770 and 1794 to the Leigh Branch are by this Act repealed and sections 56 and 57 of the Act of 1792 so far as they relate to that part of the Lancaster Canal of which the Company are lessees as aforesaid and to coal and other mines and coals and minerals thereunder or adjoining or near thereto or to the owners lessees occupiers or workers of or other persons interested in such mines coals and minerals are by this Act repealed and the following provisions in this part of this Act contained shall have effect.

Confirming agreement in Second Schedule and extending its provisions to Company's canal generally.

73. The agreement a copy whereof is set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the Company and upon the several owners lessees and occupiers of mines and minerals parties thereto and their respective successors in title or estate and the provisions conditions and stipulations contained in Articles 1 to 11 (both numbers inclusive) and 13 of the said agreement shall extend and apply to and in the case of all mines and minerals lying under or adjacent to the canal of the Company (including that part of the Lancaster Canal of which the Company are lessees as aforesaid) and shall (except so far as may be otherwise provided by any agreement in writing between the Company and any person for the time being entitled to the benefit of such provisions conditions or stipulations either as a party to the first-mentioned agreement or as the successor in title or estate of any such party or under the provisions of this section which agreements the Company and any such persons as aforesaid are hereby empowered to make and enter into) have effect accordingly as if such provisions conditions and stipulations had been expressly enacted in this Act.

Provision in case of existing workings within the 100 yards limit.

74. If any mine owner at the time of the passing of this Act in working by the consent and with the acquiescence of the Company mines or minerals under the canal shall have already approached and be working within a distance of one hundred yards from the canal and cannot therefore comply in terms with Article 1 of the agreement a copy whereof is set forth in the Second Schedule to this Act such mine owner shall have the same rights of working all such mines or minerals as if he had given notice to the Company under Article 1 of the said agreement and the Company had not given notice of their willingness to treat under Article 3 of the said agreement and

in respect of any such workings the notice required by Article 1 of the said agreement shall be deemed to be waived. A.D. 1891.

PART VII.—MISCELLANEOUS.

"Canal" in this part of this Act includes Lancaster Canal.

75. In this part of this Act the expression "the canal" includes that part of the Lancaster Canal of which the Company are lessees as aforesaid.

Repeal of existing provisions as to width &c. of canal quantity of lands to be taken &c.

76. The provisions of all or any Acts relating to the Company or the canal whereby the width breadth or depth of the canal or any part of the canal or of any towing-path or towing-paths or of any lock or locks or other work or works of or connected with the canal or any part of the canal or the breadth or quantity of the lands to be taken or used for any of the said works or matters are limited are hereby repealed:

The provisions of sub-sections (2) (3) (4) and (6) of the foregoing section the marginal note whereof is "For the protection of the west riding county council" shall extend and apply mutatis mutandis to all works to be executed by the Company by reason of the said repeal in so far as such works in any way affect any road bridge or arch for the time being under the jurisdiction of the county council of the west riding of the county of York and every such bridge or arch which may be reconstructed by the Company and the road or passage over or under the same shall be maintained in perpetuity by the Company to the satisfaction of the said county council:

Provided that nothing in this section contained shall authorise the Company to enter upon or take any land except by agreement.

For protection of local authority.

77.—(1) If any bridge carrying any public highway over the canal shall be altered by the Company then and in such case they shall pay to the local authority the reasonable costs and expenses of and incidental to the restoring making good and maintaining the immediate approaches thereto and all necessary works in connexion therewith including all claims which may be legally sustainable for compensation in respect of any such works under the Public Health Act 1875.

(2) The gradients of such approaches to any bridge altered as to level shall not be steeper than those prescribed or provided to be fixed by the special Acts relating to the Company or the canal or where the existing approaches are not so steep then not steeper than such approaches.

(3) If by reason of the execution of any works in connexion with the alteration of any bridge or the immediate approaches thereto the

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local authority shall necessarily incur any cost in altering any sewer drain gas or water main or apparatus the Company shall repay to the local authority such costs.

(4) Before the Company proceed to alter any bridge carrying any public highway over the canal they shall give to the clerk to the local authority seven clear days notice in writing of their intention to commence the intended works accompanied by plans sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the highways sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with.

(5) Any difference which may arise between the local authority and the Company respecting any of the matters referred to in this section shall be determined by an arbitrator to be appointed at the request of either party by the Board of Trade and the provisions of the Arbitration Act 1889 shall apply.

(6) In this section the expression "local authority" shall include an urban sanitary authority a rural sanitary authority and a highway authority.

(7) Nothing in this section contained shall prejudice or affect certain heads of arrangement dated the fourth day of March one thousand eight hundred and ninety-one between the Company and the corporation of Wigan in regard to the alteration of Seven Stars Bridge.

Removal of sunken vessels and recovery of expenses thereof.

78. If any boat be sunk in any part of the canal or any cut trench or watercourse connected therewith and the owner or person then or before the sinking thereof in charge of such boat shall not forthwith weigh draw up or remove the same the Company by their agents or servants having either general or special authority in that behalf may weigh draw up or remove such boat and detain and keep the same with the tackle and loading until payment be made of all the expenses relating thereto and may sell such boat and the tackle and loading thereof or a sufficient part thereof and may out of the proceeds of the sale pay such expenses and the expenses of the sale returning to the owner of such boat the overplus (if any) on demand or the Company may if they think fit recover such expenses from the owner of such boat in a court of summary jurisdiction.

Company may prohibit use of unseaworthy boats.

79. The Company may at any time prohibit the use or employment in or upon the canal or any part thereof of any boat which may be unseaworthy or otherwise liable to sink or to obstruct the navigation or use of the canal and may remove any such boat from the canal and recover the expenses of so doing from the owner of such boat in a court of summary jurisdiction.

Power to remove nuisances from wharves.

80. It shall not be lawful for any person or persons without the consent of the Company first had and obtained to deposit or land on any wharf in the possession or occupation of the Company or their assigns on the canal any manure ashes bones soot rubbish ordure nightsoil whale blubber soap lees or other offensive matter gunpowder nitro-glycerine dynamite gun cotton blasting powders fulminate of mercury or of other metals coloured fires or other explosives and if any such articles or things shall be deposited or landed on any such wharf without such consent it shall be lawful for the Company forthwith to order and direct the removal thereof at the expense of the owner or other person depositing or landing the same or to sell the same and retain the wharfage and expenses.

Agents collectors &c. to give possession of houses &c. when removed.

81. If any agent toll collector wharfinger or other servant of the Company occupying any house offices or buildings belonging to the Company without paying rent for the same shall be discharged from his office by writing under the hand of the secretary or other officer of the Company and shall not deliver up possession of such house offices buildings and appurtenances together with the books papers and other matters and things belonging to the said Company in his custody power or possession within two days next after notice of such discharge shall be given to him or left at such house offices or buildings or if the widow or family or legal personal representative or representatives of any such agent toll collector wharfinger or other servant who shall happen to die while in the service of the Company shall refuse to deliver up the possession of such house offices buildings and appurtenances as aforesaid together with the books papers and other matters and things belonging to the Company in her his or their custody power or possession within fourteen days after demand made thereof then and in either of the said cases it shall be lawful for any justice of the peace for the county or place where such house offices and buildings shall be and he is hereby required by warrant under his hand and seal to order a constable or other peace officer with such assistance as shall be necessary to enter such house offices and buildings in the daytime and to remove the persons who shall be found therein together with their goods and chattels out of such house offices and buildings and to take possession of all the books papers matters and things belonging to the Company which shall be found therein and to deliver possession of such house offices and buildings together with the books papers matters and things found therein belonging to the Company to the new appointed agent toll collector wharfinger or other servant or to such other person or persons as the Company or their secretary shall appoint to receive the same.

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Power to construct warehouses &c.

82. Notwithstanding anything contained in any former Act relating to the Company or their undertaking the Company may from time to time upon the lands for the time being belonging to or leased by them construct such warehouses storehouses sheds and other buildings machinery works and conveniences as they may deem necessary or convenient for the accommodation of goods merchandise or other things shipped or unshipped within the canal and may lease or grant the use or occupation of any warehouses storehouses sheds buildings wharves yards cranes weighing machines measuring machines or other works or conveniences for the time being belonging to them or any part or parts thereof for such term or terms at such rents and upon such terms and conditions as shall be agreed upon between them and the persons taking the same.

Power to Company to make bye-laws.

83. The Company may from time to time make vary or rescind such byelaws as they shall think fit for all or any of the following purposes (that is to say):—

For governing or regulating the use and mode of navigation of the canals navigations towing-paths locks tunnels quays wharves and works lands or property belonging to or in the occupation of the Company and the structure of boats and vessels or any of them or any part or parts thereof;

For regulating the exercise of the several powers of the lock-keepers storekeepers and other officers and servants to be appointed by the Company for the purpose of superintending the traffic upon the canal;

For regulating the admission of boats into the canals navigations waterways and locks of or worked by the Company and their removal from or out of the same;

For regulating the loading unloading placing storing and removing of goods on in or from or into the wharves quays warehouses and other works and any premises belonging to or in the occupation of the Company;

For regulating the duties and conduct of all persons as well the servants of the Company as others who shall be employed in and about the wharves quays works and premises belonging to or in the occupation of the Company;

For prescribing the person or persons to whom and the place or places at which tolls rates and charges due to the Company shall be paid;

For the prevention of trespasses and nuisances and the prohibition of gambling on any such canal or the towing-paths banks wharves quays locks and works thereof;

For the prevention or regulation of bathing in any canal or navigation or lock belonging to or in the occupation of the Company;

For preventing the throwing or permitting to be thrown or to pass into the same any rubbish animals whether alive or dead or other offensive substances or things;

For regulating the user and preventing the misuse or waste of water;

For preventing damage to any property or works belonging to or in the occupation of the Company:

And the Company may by any byelaw so to be made by them impose such reasonable penalties as they shall think fit for the breach of such byelaw not exceeding for any one offence the sum of five pounds Provided always that no byelaw made by the Company under the authority of this Act except such as may relate solely to the shareholders or directors of the Company or their officers or servants shall have any force or effect unless or until the same shall be confirmed by the Board of Trade and all such byelaws shall be subject to the provisions of section 40 of the Railway and Canal Traffic Act 1888.

Publication of byelaws.

84. Such byelaws when confirmed shall be published by the same being printed or painted on boards in legible characters and hung up affixed and continued in or on the front or some conspicuous part of the principal office of the Company and also in some conspicuous place in or adjoining to every office or place at which tolls or rates are for the time being received by or on behalf of the Company and such boards shall be from time to time renewed as often as the same or any part thereof may be obliterated or destroyed.

Byelaws when confirmed shall be binding.

85. Such byelaws when so confirmed shall subject as aforesaid be binding upon and be observed by all parties and shall be sufficient to justify all parties acting under the same.

Evidence of byelaws.

86. The production of a written or printed copy of the byelaws of the Company authenticated by the common seal of the Company or purporting to be signed by three directors shall be evidence of the existence and of the due making of such byelaws in all prosecutions and other proceedings under the same or under the powers hereby given and until the contrary shall appear of the due publication of such byelaws in the manner by this Act directed Any proceedings whether under section 107 of the Act of 1770 or otherwise for the recovery of any penalty for the breach of any such byelaw or of any sum payable by virtue of such byelaw or under the provisions of this Act may be taken and continued by or in the name of any

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officer or servant of the Company authorised by the Company under their common seal to take such proceedings whether the authority be general or special.

Canal to be free on payment of tolls.

87. Subject to the provisions of this Act and the provisions so far as they are for the time being in force of the special Acts relating to the Company or the canal or the Company's undertaking including the Lancaster Canal all companies and persons whomsoever shall have free liberty to navigate and pass upon and use the canal (including the Lancaster Canal) or any part thereof with any boats for the purpose of conveying coal stone timber and other goods wares merchandise and commodities whatsoever and to make use of the wharves and quays belonging to the Company and set apart for the use of the public (but not any other land of the Company) for loading or unloading minerals merchandise timber and other goods and things and also to use the towing-paths along the canal with men or with horses asses mules or other cattle for hauling and drawing such boats and vessels upon payment of such tolls as shall lawfully be demanded by the Company And such tolls shall be charged equally to all persons in respect of all boats and vessels goods and things falling within the same class or description and subject to the same tolls and navigating or carried upon the same portion of the canal between the same places and in the like circumstances and subject as aforesaid no undue preference or partiality shall be shown by the Company in favour of the boats and vessels goods or things of any particular person (including the Company) over the boats vessels goods or things of any other person Provided that it shall not be deemed an undue preference to give precedence to flyboats Provided always that the Company may from time to time subject to the provisions of sub-sections 3 and 4 of the Railway and Canal Traffic Act 1888 close the canal or any part thereof for the purpose of cleansing or repairing the same.

Saving of landowners rights.

88. Notwithstanding anything in this Act nothing in the sections of this Act herein-after specified shall abridge prejudice or affect any exemption power or privilege or liability which by any Act relating to the Company or the canal has been conferred upon or is exerciseable by or is imposed upon or any reservation therein contained in favour of any person whose land was heretofore cut through by or taken for or on account of making the canal The sections herein-before referred to are those whereof the marginal notes are respectively as follows:—

"Company may retain lands required for purposes of their undertaking" "Power to remove nuisances from wharves" "Power to construct warehouses &c." "Power to Company to make byelaws" "Canal to be free on payment of tolls."

Confirming agreement in Third Schedule with rating authorities.

89. The agreement between the Company of the one part and the several rating authorities parties thereto of the other part a copy whereof is set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Canal to be subject to provisions of general Acts.

90. Nothing herein contained shall be deemed or construed to exempt the canal from the provisions of any general Act now in force or which may hereafter be passed relating to canals or from any future revision or regulation under the authority of Parliament of the tolls authorised to be taken by any Act relating to the Company.

Costs of Act.

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

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AN AGREEMENT made the third day of July 1891 between the COMPANY OF PROPRIETORS OF THE CANAL NAVIGATION FROM LEEDS TO LIVERPOOL (herein-after called "the Company") of the one part and the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF BURNLEY (herein-after called "the Corporation") of the other part.

WHEREAS the Corporation are desirous of making a subway on each side of and parallel with the roadway under a certain aqueduct by which the canal of the Company is carried over Yorkshire Street in the said borough so as to provide more adequate accommodation for foot passengers under the aqueduct:

And whereas the Company are at present liable to maintain the archway or conduit by which the River Calder is carried under the canal at Burnley aforesaid:

And whereas the Corporation may require hereafter to reconstruct such conduit and to carry over it a new roadway and to form a proper aqueduct for the purpose of carrying the canal across such roadway and conduit:

And whereas the plans sections and specifications of the proposed works have been submitted to and approved by the engineer of the Company and copies of them are hereto annexed and signed by the borough engineer of the Corporation and the engineer of the Company:

Now this agreement witnesseth that the said parties hereto hereby agree each with the other of them as follows:—

1. The Corporation shall be at liberty to construct the said subways on each side of the roadway under the aqueduct carrying the canal over Yorkshire Street and shall also be at liberty to remove the said archway or conduit over the River Calder and reconstruct the same and carry a roadway under the canal thereon and erect an aqueduct to carry the canal over such roadway and conduit and river but subject in all respects to the terms and conditions herein-after contained for the protection of the Company (that is to say):—

2. The works shall be carried out in the lines and at the points shown on the plans so approved and unless with the consent of the Company not otherwise and the Corporation shall not otherwise than by agreement with the Company deviate from the lines shown on the plans or from the levels or mode of construction shown on the sections and specifications.

3. The Corporation may take and the Company shall grant without making any charge in respect thereof easements or rights of construction and maintenance of the works as shown on the plans and the Company shall dedicate to the public the land necessary to form the approaches of the said proposed new roadway and shown on the said plans.

4. Before commencing the works required over the said river the Corporation shall at their own cost construct or provide a coffer-dam and trough in the canal so as to enable them to execute the works required and at the same time to provide for the free passage of boats along the canal.

5. The Corporation shall pay to the Company the sum of £25 per week for each and every week during which the traffic on the canal shall be partially obstructed by the execution of the works or in connexion therewith in carrying out the said works over the said river and after twenty-one weeks of such partial obstruction the said sum of £25 shall be increased to £50 Such increased sum shall be accepted by the Company for such further period as may be necessary not exceeding seven weeks and after such last-named period the said sum of £50 per week shall be increased to £75 a week until the completion of the works.

6. Such weekly sums shall be deemed to be the agreed compensation to be paid by the Corporation to the Company in respect of the carrying out and completion of the works under the provisions of these presents and in accordance therewith and of the partial interruption of the waterway from the execution of the works.

7. The Corporation shall proceed with the works after the commencement thereof with all possible expedition and diligence and so as to shorten the period of obstruction as far as possible and on completion the whole of the plant and material shall be cleared away and the waterway towing-path and property of the Company shall be left in good order and condition to the reasonable satisfaction of the engineer of the Company.

8. The Corporation shall commence the said works within three years from this date and shall come under no liability as regards either of the said works until the same is actually commenced and the Company shall be and remain under all present liability to maintenance or otherwise in respect of the said aqueduct archway and conduit respectively until the works herein-before provided for in respect to each shall be actually commenced by the Corporation and if such works or either of them are not commenced within such period of three years this agreement shall be void as to whichever of such works is not then commenced Provided that if at the end of such period the Corporation desire as regards the said works over the said river that the said period shall be extended for a further period of two years they may give notice to that effect to the Company and thereupon this agreement shall operate in regard to such works only as if such period had originally been five years but nevertheless if the Corporation shall not commence the said works over the said river until after the expiration of the said term of three years they shall pay or allow to the Company any sum expended by the Company after the date of this agreement which shall be rendered wholly or partially useless by the execution of such works.

9. The Company will undertake all risks of delay and detention to goods in their possession as common carriers upon payment by the Corporation of the foregoing sums but such payments shall not be understood to cover such compensation (if any) as other boat owners or proprietors of works on the canal side may be legally entitled to by reason of any such partial obstruction as aforesaid.

10. So long as any coffer-dam or trough (if any) is in position a proper number of competent men to be employed by the Corporation or if they desire it by the Company at the expense of the Corporation shall be stationed both day and night as and when necessary with proper lights to act as pilots for working boats through the portion of the canal interfered with but the Corporation shall be

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responsible for any acts or omissions on the part of any of the men so employed either to the Company or anyone else using the canal.

11. All the works shall be constructed according to the said plans sections and specifications so approved and the depth of the canal over the said works shall not be less than six feet and six inches.

12. All such works both in Yorkshire Street and over the said river shall be constructed and maintained in perfect repair at all times by and at the risk of the Corporation and under the superintendence and to the reasonable satisfaction of the engineer of the Company and in all things at the expense of the Corporation and so as to maintain the canal and works of the Company at the present level the Corporation taking the risk of any subsidence.

13. The Corporation shall also indemnify the Company against any damage or compensation recovered against them by reason of the interruption of the traffic upon the said canal (if any) and make full compensation for all loss and injury which may be sustained by the Company by reason or in consequence of the execution maintenance or want of repair of the said works or any of them not covered by the said weekly payments.

14. The Corporation shall make good all damage that may be occasioned to the works or property of the Company by the construction maintenance renewal or want of repair of any of the said works.

15. In every case of pressing necessity and in every other case if for seven days after notice in writing thereof has been given to the Corporation by the Company the Corporation neglect to proceed with due diligence to make good such damage or to repair such works the Company may if they think fit make good the damage or execute the repairs and the amount properly expended by them in so doing shall be repaid to them by the Corporation.

16. The execution and maintenance of the works shall be carried out so as not to stop the use and navigation of the canal and if and whenever by any act or omission of the Corporation the use and navigation of the canal shall be stopped or rendered dangerous to boats barges or other vessels navigating or using the canal the Corporation shall pay to the Company as or by way of ascertained damages the sum of £200 for every day during which the use and navigation of the canal shall be so stopped or rendered dangerous and so in proportion for any less time than a day Provided that nothing in this agreement contained shall prevent the Company or any owner of boats or barges from recovering from the Corporation (in addition to the ascertained damages herein-before mentioned) any special damage that may be sustained by the Company or such owner in consequence of the stoppage of or danger to the traffic upon the canal or in consequence of the works to be executed by the Corporation or by the Company for the Corporation under the provisions herein-before contained or by reason of any water oozing or escaping from the canal from any act or default of the Corporation or by reason of any subsidence or on account of any other act or omission of the Corporation not herein-before provided for.

17. If and whenever any damages or other sums due and payable by the Corporation to the Company or to such owner as aforesaid are not paid within one month after demand in writing made on the town clerk of the said borough the same may together with costs of suit be recovered against the Corporation in any court of competent jurisdiction.

18. If and when the Company receive notice of the intention of any mine owner to proceed with the working of any minerals under the said works over the said river they shall forthwith communicate such notice to the Corporation

and shall if required so to do by the Corporation in writing under the hand of the town clerk at the expense and for the benefit of the Corporation put in force the powers of purchase of any such minerals which the Corporation may desire to be left for the support of the said works and shall at the option of the Corporation agree such compensation at such sum as the Corporation shall in writing approve or allow the same to be settled in case of dispute in manner provided by the special Acts for the time being relating to the Company and the Corporation shall pay to the Company the amount of such compensation and any costs connected with the agreement or ascertainment thereof or of any reference or award or conveyance or assurance of any minerals which the Corporation may desire to be left or otherwise connected therewith This provision shall not prejudice or affect the option given to the Company to purchase and make compensation for such minerals or to allow the same to be worked except as regards any minerals which the Corporation may desire and require to be left and the Company shall not be responsible for any subsidence of the canal and works of the Company or of the said works over the said river which are to be maintained by the Corporation as aforesaid If the Corporation shall desire any minerals to be left and purchased by the Company and shall give notice to that effect and the Company shall thereupon purchase and make compensation for such minerals and also any minerals adjoining and the compensation for the minerals to be left shall thereupon be agreed or assessed then the compensation and costs shall be apportioned between the Corporation and the Company as may be agreed upon or in case of dispute settled by arbitration as provided by this agreement and the Company shall in either of the above events if and whenever called upon by the Corporation in writing so to do convey or cause to be conveyed to the Corporation such portions of the said minerals as shall be purchased for the purpose of supporting the canal and works over the said river Provided that nothing herein contained shall prevent the Corporation making such arrangements independently of the Company as the Corporation may from time to time deem expedient with reference to the purchase and acquisition by themselves direct of any minerals required by them to be left for the support of the said works over the said river or any part thereof.

19. All questions and differences which may at any time arise between the Corporation and the Company as to the construction or effect of this agreement or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Corporation and the Company or (if for fourteen days after the question or difference arises the parties do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of the parties and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion.

20. If and so soon as the Corporation shall have completed the works connected with the reconstruction of the said archway and the carrying of the said roadway over the said conduit and the consequent restoration and making good of the canal works and property of the Company the Company shall pay to the Corporation by way of contribution thereto and as composition in respect of all future maintenance of the said archway and conduit the sum of one thousand pounds and the Corporation shall after commencing the works undertake and assume all liability for maintenance of the said archway and works over the same and approaches thereto as herein provided but until commencement by the

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Corporation of such last-mentioned works the Canal Company shall be and continue liable for the maintenance of the said archway and conduit to the same extent as heretofore.

21. Except as is by this agreement otherwise expressly provided nothing in this agreement contained shall take away lessen prejudice alter or affect any of the rights privileges property powers or authorities of the Company or the Corporation.

22. This agreement is subject to the sanction of Parliament and to any alterations or modifications which Parliament may think fit to make therein but if Parliament make any material alterations in this agreement it shall be competent to either party to withdraw the same.

As witness the seals of the Company and the Corporation respectively the day and year first above written.

The common seal of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool was hereto affixed by me

H. F. KILLICK
Law clerk and seal keeper.

L.S.

The common seal of the mayor aldermen and burgesses of the borough of Burnley was hereunto affixed in the presence of

THOS. THORNBER
Mayor.
R. E. FOX
Town clerk.

L.S.

THE SECOND SCHEDULE.

AGREEMENT entered into this 21st day of November 1890 between the LEEDS AND LIVERPOOL CANAL COMPANY herein-after called "the Company" of the one part and the undersigned OWNERS LESSEES and OCCUPIERS of MINES and MINERALS lying under and adjacent to the canal and works of the Company including such parts of the said canal and works as are known under the description of the Douglas Navigation herein-after called "the mine owners" of the other part.

WHEREAS the Company claim that they are entitled to require the mines and minerals under and adjacent to their said canal and works either to be left unworked or to be so worked that the level of the said canal shall not be lowered or the said canal and works be in any way injured by the working of such mines and minerals:

And whereas the mine owners claim that they are entitled to be paid for all mines and minerals which it may be necessary to leave to avoid any such lowering of the said canal and works or to prevent any injury to the same:

And whereas the mine owners also claim that where they own mines and minerals lying under the lands on both sides of the said canal and works they are

entitled to be paid in respect of all additional expense and loss incurred by them by reason of the severance of their mines and minerals by the mines and minerals necessarily left for the support of the said canal and works as aforesaid or the protection of the collieries of the mine owners and in respect of any interference with the continuous working thereof or by reason of the same having to be worked in such a manner and under such restrictions as not to prejudice or injure the said canal and works or the mines and minerals not required to be left for the support of the said canal and works or the protection of the said collieries :

And whereas claims have been made and disputes have arisen as to the past working of portions of the mines and minerals under and adjacent to the said canal and works by the said mine owners or some or one of them :

And whereas it has been agreed between the parties hereto for their mutual benefit that in lieu of all statutory or common law rights now existing the following agreement shall be entered into :

Now these presents witness that for the considerations herein appearing and subject to the provision for the confirmation hereof herein-after contained the Company hereby covenant and agree with each and every the mine owners their heirs and assigns and each of them the mine owners hereby covenants and agrees with the Company that the following provisions and stipulations shall regulate the working of all mines and minerals of which the mine owners now are or hereafter may be owners lessees or occupiers lying under and adjacent to the said canal and works in lieu and stead of any statutory or common law rights (that is to say) :—

1. That when the workings of any of the mine owners in any bed vein or seam of minerals shall in the ordinary course of working have approached within a distance of one hundred yards measured in a horizontal direction from the nearest point of the said canal and works and such mine owner shall be desirous of working and would in the ordinary course of working and but for the existence of the canal have proceeded to work under the said canal and works and the intervening land he shall give to the Company two calendar months notice in writing of his intention to proceed with the working of any such bed vein or seam of minerals under the said canal and works and under the intervening land and within such period of two calendar months such mine owner shall not proceed with the working of any such bed vein or seam within fifty yards measured as aforesaid from the said canal and works but he shall be at liberty to proceed with the working of the said bed vein or seam under the lands lying between the one hundred yards limit and the fifty yards limit (or such other limit up to which the Company shall as herein-after mentioned have given a notice of their desire to purchase the minerals) without being responsible for any loss damage or injury which may arise to the said canal and works by reason of any such working as last aforesaid whether the Company elect or do not elect to purchase the minerals for the support of the said canal and works as after mentioned Provided that such working shall be carried on in the manner mentioned in clause 4 of this agreement.

2. Every such notice shall specify the particular bed vein or seam so intended to be worked the thickness or probable thickness thereof the depth from the surface at the nearest point to that part of the canal under which it shall be intended to work at which the same bed vein or seam shall have been won or opened and the dip of the strata at that point and the direction of the dip and the length of the canal which may be affected by such proposed working and the

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names and addresses of the owners or lessors and the lessees tenants or occupiers of the said minerals.

3. Upon or at any time after the receipt of such notice it shall be lawful for the Company to cause the mine or workings from which it shall be intended to work the said bed vein or seam to be inspected by any person appointed by them for the purpose and the person or persons giving such notice shall produce to him and allow him to inspect the working plans of the part of the mine or working adjacent to the minerals proposed to be worked and supply him with all information in his possession in relation thereto which the Company may require and if it appear to the Company that the working of such mines or minerals within the limit of one hundred yards above referred to is likely to damage the canal or works aforesaid or the colliery or collieries of such mine owner and if the Company be willing to purchase and make compensation for such bed vein or seam within the limits aforesaid or any part thereof to the mine owner and shall give notice in writing to that effect to such mine owner then the said bed vein or seam within the limits aforesaid or such part thereof as the Company may desire to be left shall not be wrought or gotten and if the Company and the mine owner do not agree as to the amount of such compensation the same shall be settled by arbitration by reference to two arbitrators and an umpire in the manner provided for by the Arbitration Act 1889 or any subsisting statutory modification thereof Such compensation shall include all such additional expenses and losses as shall be incurred by the mine owner by reason of the leaving of minerals for the support of the canal and works or for the protection of the colliery or collieries of such mine owner or of the continuous working of the said mines being interrupted as aforesaid or by reason of the same being worked in such manner and under such restrictions as not to prejudice or injure the canal or the minerals not required to be left as aforesaid and for any minerals not purchased by the Company which cannot be obtained by reason of the exercise by the Company of the option to purchase.

4. If before the expiration of such two months the Company do not give notice as aforesaid of their willingness to treat with the mine owner for the payment of such compensation in respect of the whole of the said bed vein or seam within the limits aforesaid it shall be lawful for him to work the said bed vein or seam or any part thereof for which the Company shall not for the time being have given notice as aforesaid of their willingness to pay compensation as the case may be and until the Company shall give notice as aforesaid without being responsible for or being under any obligation to make good or pay compensation for any loss damage or injury which may be occasioned to the said canal and works but so that the same be done in a manner proper and necessary for the beneficial working thereof and according to the usual manner of working such mines in the district where the same shall be situate and if any damage or obstruction be occasioned to the canal or works by improper working of such mines the same shall be forthwith repaired or removed as the case may require and such damage made good by the mine owner and at his own expense and if such repair or removal be not forthwith done or if the Company shall so think fit without waiting for the same to be done by such mine owner it shall be lawful for the Company to execute the same and recover from the mine owner the expense occasioned thereby by action in the Supreme Court of Judicature Provided also that if the Company shall not give notice until after the expiration of such two months the compensation which they shall by giving such notice become

liable to pay shall include any expenditure incurred by the mine owner since the expiration of the said two months which shall be unproductive by reason of the giving such notice and the rights thereby acquired by the Company.

5. If the working of any minerals under the canal or works or within the above-named distance of one hundred yards therefrom be prevented as aforesaid by reason of apprehended injury to the canal or works it shall be lawful for the mine owner (and whose mines or minerals shall extend so as to lie on both sides of the canal or works) to cut and make such and so many airways headways gateways or water levels through the mines measures or strata the working whereof shall be so prevented as may be requisite to enable him to ventilate drain and work his said mines but no such airway headway gateway or water level shall be of greater dimensions or section than twelve feet wide and eight feet high or nearer to any other such airway headway gateway or level than ten yards nor shall the same be cut or made so as to injure the canal or the works connected therewith.

6. The Company shall from time to time pay to the mine owner full compensation for all loss damage or injury done or occasioned to any mine mines collieries or colliery belonging to him by reason or in consequence of the flowing or percolation of water from the canal or works into any mine in case the Company do not purchase sufficient minerals for the support of the same and for preventing such flow or percolation and the mine owner has thereupon worked such minerals under and in accordance with clause 4 hereof.

7. For better ascertaining whether any such mines are being worked or have been worked so as to damage the canal or works it shall be lawful for the Company after giving twenty-four hours notice in writing to enter upon any lands through or near which the canal passes wherein any such mines are being worked or are supposed so to be and to enter into and return from any such mines or the works connected therewith and for that purpose it shall be lawful for them to make use of any apparatus or machinery belonging to the mine owner and to use all necessary means for discovering the distance from the canal to the parts of such mines which are being worked or about so to be.

8. If it appear that any such mines have been worked contrary to the provisions herein contained the Company may if they think fit construct such works and adopt such means on the surface as may be necessary or proper for making safe the canal and preventing injury thereto and recover the expense thereof and any damage occasioned by such improper working from the mine owner If any dispute or difference shall arise between the Company and any mine owner under this clause the same shall be settled by arbitration in manner aforesaid.

9. Subject to the provisions aforesaid the mines and minerals in respect of which the Company shall have made compensation as aforesaid shall vest in and belong to the Company but the same shall remain for ever unworked for the support of the canal and works.

10. All claims for damages losses or expenses which the Company may have against any or either of the mine owners or their or his predecessors in title by reason or in consequence of the past working of any minerals under or adjacent to the canal or works are hereby waived released and discharged.

11. This agreement shall not affect or prejudice any rights of the Company as undertakers of the Douglas Navigation or in any other capacity to prevent any coal workings or other acts which would prejudice hinder or obstruct such navigation or to recover damages in respect thereof except as against any person or firm parties to this agreement and as regards any coal now owned or leased by them.

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12. If the Company go to Parliament for any amendment of their Acts or for additional powers they shall ask Parliament to confirm this agreement and may also ask Parliament to substitute similar provisions for those of their existing Acts as regards minerals under or near the canal.

13. Upon any arbitration under these provisions the costs of the reference and the award shall be borne in such manner as the arbitrators or umpire may think fit.

14. This agreement is entered into subject to confirmation by Act of Parliament The Company shall promote and use their best efforts to procure to be passed into law a Bill in Parliament making this agreement binding upon them and in case such confirmation be not obtained before the 31st day of August 1893 or before such further date as may be mutually agreed upon this agreement shall as from the date hereof at the option of the mine owners or such of them as so require it and give notice to the Company of such their requirement within six calendar months from the said 31st August 1893 be void as against such mine owners or such of them as give notice as aforesaid.

Upon any such application to Parliament the mine owners shall if required but without expense to them assist in and give evidence in support of such application.

In witness whereof such of the parties hereto as are companies have caused their common seal to be hereunto affixed and the remaining parties have hereunto set their hands and seals.

The common seal of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool being the Company above referred to as the Leeds and Liverpool Canal Company was hereto affixed by me

H. F. KILLICK
Law clerk and seal keeper.

L.S.

Passed under the common seal of the Rose Bridge and Douglas Bank Collieries Company Limited (lessees of mines under and adjacent to the said canal and works) in the presence of

WM. BRYHAM
T. CASE MORRIS
Directors.
JOSEPH MORGAN
Secretary.

L.S.

Passed under the common seal of Ackers Whitley and Company Limited whose registered office is at Abram in the county of Lancaster being "mine owners" within the meaning aforesaid in the presence of

W. PROCTER
Their secretary.

L.S.

Signed sealed and delivered by William James Lamb (a lessee of mines under and adjacent to the said canal and works) in the presence of

WILL. BENNETT
Clerk to Messrs. Peace and Ellis
Solicitors
Wigan.

W. J. LAMB. L.S.

A.D. 1891.

Passed under the common seal of the Wigan Coal and Iron Company Limited whose registered office is at Kirkless near Wigan in the county of Lancaster being "mine owners" within the meaning aforesaid in the presence of
MASKELL WM. PEACE
of Wigan
Solicitor
Secretary to the company.

L.S.

Passed under the common seal of the Pearson and Knowles Company Limited whose registered office is at Warrington in the county of Lancaster being "mine owners" within the meaning aforesaid in the presence of
JOHN E. PEARSON
Director.
JAMES DODD
Secretary.

L.S.

Signed sealed and delivered by William Hayes of Ashton Hayes in the county of Chester colliery proprietor and James Henry Johnson of Southport in the county of Lancaster colliery proprietor being "mine owners" within the meaning herein mentioned and trading together as the "Abram Coal Company" as to the said William Hayes in the presence of
WM. HAYES junr.
Colliery proprietor
Ashton Hayes
near Chester.

WM. HAYES. L.S.

J. H. JOHNSON. L.S.

And as to the said James Henry Johnson in the presence of
W. JOHNSON
Mining engineer
17 Roe Lane
Southport.

Passed under the common seal of Cross Tetley and Company Limited (being lessees of mines and minerals lying under and adjacent to the said canal) in the presence of
WILLIAM TAYLOR
JOHN S. DARLINGTON
Two directors.
THOMAS COOK
Secretary.

L.S.

A.D. 1891.

THE THIRD SCHEDULE.

This Indenture made the 10th day of June 1891 between the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (herein-after called "the Company") of the one part and the Several Rating Authorities mentioned in the First Schedule hereto and sealing and delivering these presents (herein-after called "the Rating Authorities") of the other part.

Whereas the canal belonging to the Company is situate partly within the districts of the above-named Rating Authorities and was partly constructed under the Acts of Parliament mentioned and set forth in the Second Schedule hereto:

And whereas by the sections of the said Acts mentioned in the said Second Schedule provisions are made as to the rating of the canal and works of the Company and by virtue of those sections the Company enjoy partial exemption from rating:

And whereas the Company are promoting a Bill in Parliament intituled "A "Bill to amend the Acts relating to and to confer further powers for the main- "tenance and construction of works and otherwise upon the Company of "Proprietors of the Canal Navigation from Leeds to Liverpool to change the "name of the Company and for other purposes":

And whereas the Rating Authorities are opposing the said Bill:

And whereas in order to effect a compromise and to avoid parliamentary contests and expenses it has been arranged between the parties hereto that the Rating Authorities shall refrain from opposing such Bill and that in consideration thereof such agreements shall be entered into as are herein-after contained:

Now this indenture witnesseth and it is hereby agreed covenanted and declared by and between the parties hereto as follows:—

1. The Rating Authorities shall forbear to raise the question of the rating of the canal upon the said Bill and allow the same to pass into law without opposition upon that subject and if such Bill shall pass then

2. The Company shall in the session of Parliament to be held in 1892 promote and use their best endeavours to procure to be passed into law a Bill to abolish the rating privileges now enjoyed by them in the form contained in the Third Schedule hereto and may by such Bill also apply for such amendment of the Liverpool Sanitary Acts as they may be advised so as to give them in Liverpool the partial exemption from or reduction of sewer paving and general rates now enjoyed by railway companies but such amendment shall not nor shall the refusal of Parliament to impose upon the parish and city of Liverpool the liability to receive half rates for seven years be allowed to imperil the Bill nor shall the rejection of such amendment or such refusal as aforesaid entitle the Company to withdraw from promoting the Bill.

3. If such Bill shall nto be passed into law the Rating Authorities or a majority of them shall be at liberty in the following session of Parliament to promote a similar Bill (under a similar condition as to half-rating for Liverpool and as to such amendment as aforesaid) at the cost of the Company and the

Company shall not oppose but shall support the Bill Provided that if in the opinion of Sir Theodore Martin K.C.B. or him failing some leading disinterested parliamentary agent to be named by the counsel to the Chairman of Committees of the House of Lords the Company shall have in accordance with the terms of this agreement used their best endeavours to procure to be passed into law the Bill referred to in clause 2 and if in his opinion having regard to the circumstances of the case and to the circumstances under which such Bill promoted by the Company under clause 2 hereof has failed to pass such a further Bill cannot be promoted by the Rating Authorities with a reasonable prospect of success the Company shall be absolved from the obligation to pay the costs of such further Bill unless such Bill shall ultimately pass into law.

4. The costs to be paid by the Canal Company under clause 3 to be taxed and settled by the taxing officer of the House of Lords in case of dispute.

5. The Company shall not object to the insertion in their present Bill of a clause confirming this agreement and authorising payment by the various Rating Authorities out of the moneys arising from the rates in or coming into their hands of the costs charges and expenses incurred by them of and in relation to the negotiations for the repeal of the rating sections and with a view to opposing the present Bill and of and in relation to this agreement provided that such clause can be inserted so as not to prejudice or endanger the passing of the Bill or cause expense to the Company.

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

The FIRST SCHEDULE above referred to.

NAMES OF RATING AUTHORITIES PARTIES HERETO—

The guardians of the poor of the Burnley Union.
Do. Blackburn Union.
Do. Chorley Union.
Do. Keighley Union.
Do. North Bierley Union.
Do. Ormskirk Union.
Do. West Derby Union.
Do. Wigan Union.

The SECOND SCHEDULE above referred to.

Act of Parliament.	Sections.	
10 Geo. 3 c. 114	49	Leeds and Liverpool Canal.
23 Geo. 3 c. 47	31	
59 Geo. 3 c. 105	17	
32 Geo. 3 c. 101	117	Lancaster Canal.
33 Geo. 3 c. 107	8	

and all other enactments giving the Company partial exemption from rating which are to be specified by section if any.

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The THIRD SCHEDULE above referred to.

Repeal of rating exemption.

Section 31 of the Act of 1783 and section 17 of the Act of 1819 are hereby repealed and section 118 of the Act of 1792 and section 7 of the Act of the thirty-third year of the reign of His said Majesty King George the Third chapter 107* are hereby repealed so far as they relate to that part of the Lancaster Canal of which the Company are lessees Provided that the Company shall for the period of seven years from the passing of this Act be rated and assessed to poor parochial county borough general district and all other rates whatsoever in respect of the canal towing-path and reservoirs and in respect of the aqueduct conduit or line of pipes being Work Number 3 herein-before mentioned† when constructed and rateable of the Company (including such part of the Lancaster Canal as aforesaid) upon such amounts only as from time to time represent one half of their rateable value which amounts shall be the sums to be inserted in the valuation lists and rates for the time being in force in the respective areas of the rating authorities in respect thereof and the Company shall pay poor parochial county borough general district and other rates made in such respective areas within such period of seven years in accordance with such limited assessment as if the same were the rateable value thereof and the said amounts shall be deemed and taken to be the rateable value thereof for the purposes of all rates whatsoever made in the said areas within such period of seven years but this proviso shall not extend to any dwelling-houses wharves quays warehouses lock-houses and other buildings belonging to or occupied by the Company Provided always that nothing herein contained shall be deemed to deprive the Company of any partial exemption from or reduction of rating or assessment to which the Company may be or become entitled under the provisions of sections 211 and 230 of the Public Health Act 1875 or of any general Act passed or he eafter to be passed.

The common seal of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool was hereto affixed this 10th day of June 1891.

(Signed) ALFRED HARRIS
Chairman.

(Signed) H. F. KILLICK
Law clerk and seal keeper.

L.S.

The common seal of the board of guardians of the Burnley Union was hereunto affixed by Samuel Greenwood Esquire chairman by the direction of the board in the presence of

SAML. GREENWOOD
Chairman.

J. S. HORN
Clerk to the board.

L.S.

The common seal of the guardians of the Blackburn Union was hereunto affixed by Robert Reddish Esquire chairman by the board's direction.

ROBERT REDDISH
Chairman.

ROBERT C. RADCLIFFE
Clerk to the board.

L.S.

(* Here insert any other sections of enactments if any giving the Company partial exemption from rating.)

(† Add recitals referring to this work which is contained in the Company's Bill of 1891.)

The common seal of the guardians of the Chorley Union was hereunto affixed by the board's direction by Edward Jackson Esquire chairman.

EDWARD JACKSON
Chairman.
BERNARD STANTON
Assistant clerk to the board.

L.S.

The common seal of the guardians of the Keighley Union was hereunto affixed by the board's direction by William Clapham Esquire chairman.

WM. CLAPHAM
Chairman.
GEO. E. SPENCER
Clerk to the board.

L.S.

The common seal of the guardians of the North Bierley Union was hereunto affixed by the board's direction by Henry Hainsworth Esquire chairman.

HENRY HAINSWORTH
Chairman.
N. W. WRIGHT
Clerk to the board.

L.S.

The common seal of the guardians of the Ormskirk Union was hereunto affixed by the board's direction by George Roper Esquire chairman.

GEORGE ROPER
Chairman.
ALFRED DICKINSON
Clerk to the board.

L.S.

The common seal of the guardians of the West Derby Union was hereunto affixed by the board's direction by John Edwards Esquire chairman.

JOHN EDWARDS
Chairman.
HARRIS P. CLEAVER
Clerk to the board.

L.S.

The common seal of the guardians of the Wigan Union was hereunto affixed by the board's direction by Matthew Benson Esquire chairman.

MATTHEW BENSON
Chairman.
HENRY ACKERLEY
Clerk to the board.

L.S.

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