CHAPTER ii.

An Act to authorise the closing for navigation of canals to provide for the transfer of part of the Huddersfield Canals to the Company of Proprietors of the Calder and Hebble Navigation and for other purposes.

[21st December 1944.]

WHEREAS a canal (in this Act referred to as "the Ulverston Canal") was authorised to be constructed by the Act 33 Geo. III. cap. 105 intituled "An Act for making "and maintaining a navigable cut or canal from a place called "Hammerside Hill in the parish of Ulverstone in the county "palatine of Lancaster to a place called Weint End near "the town of Ulverstone aforesaid":

And whereas a canal (in this Act referred to as "the Coalport Canal") was authorised to be constructed by the Act 28 Geo. III. cap. 73 intituled "An Act for making and maintaining "a navigable canal from the canal at Donnington Wood in the "county of Salop to or near a place called Southall Bank and "from thence by two several branches to communicate with the "river Severn one near Coalbrook Dale and the other near "Madeley Wood in the said county and also certain collateral "cuts to join such canal":

And whereas a canal (in this Act referred to as "the Trent and Mersey Canal (Leek Branch)") was authorised to be constructed by the Act 37 Geo. III. cap. 36 intituled "An Act to "enable the Company of Proprietors of the Navigation from the "Trent to the Mersey to make a navigable canal from and out "of a certain branch of their said navigation called the Caldon "canal at or near Endon to or near the town of Leek in the "county of Stafford and also a reservoir for supplying the "several canals of the said Company with water":

And whereas a canal (in this Act referred to as "the Cromford Canal") was authorised to be constructed by the Act 29 Geo. III. cap. 74 intituled "An Act for making and maintaining a "navigable canal from or near to Cromford Bridge in the county "of Derby to join and communicate with the Erewash Canal at "or near Langley Bridge and also a collateral cut from the said "intended canal at or near Codnor Park Mill to or near Pinxton "Mill in the said county":

And whereas a canal (in this Act referred to as "the Ashby Canal") was authorised to be constructed by the Act 34 Geo. III. cap. 93 intituled "An Act for making and maintaining "a navigable canal from the Coventry Canal at or near Marston "Bridge in the parish of Bedworth in the county of Warwick "to a certain close in the parish of Ashby de la Zouch in the "county of Leicester and for continuing the same from thence "in one line to the Limeworks at Ticknall in the county of "Derby and in another line to the limeworks at Cloudhill in "the said county of Leicester with certain cuts or branches "from the said canal":

And whereas canals known as the Ellesmere Canal the Birmingham and Liverpool Canal the Shrewsbury Canal and the Montgomery Canal with other canals (in this Act together referred to as "the Shropshire Union Canal") and railways were formed into the undertaking of the Shropshire Union Railways and Canal Company by the Shropshire Union Railways and Canal Chester and Wolverhampton Line Act 1846 the Shropshire Union Railways and Canal Shrewsbury and Stafford Railway Act 1846 and the Shropshire Union Railways and Canal Newtown to Crewe with Branches Act 1846 and were constituted into one undertaking by the Shropshire Union Railways and Canal Act 1854:

9 & 10 Vict. c. cccxxii.
9 & 10 Vict. c. cccxxiii.
9 & 10 Vict. c. cccxxiv.
17 & 18 Vict. c. clxxix.

And whereas the recited canals with divers alterations and extensions authorised by subsequent Acts of Parliament and Orders have become vested in the London Midland and Scottish Railway Company (in this Act referred to as "the Company") in virtue of the North Western Midland and West Scottish Group Amalgamation Scheme 1923:

And whereas for several years past there has been no traffic over the Ulverston Canal the Coalport Canal the Trent and Mersey Canal (Leek Branch) and the Shropshire Union Canal between Newtown in the county of Montgomery and Llantysilio in the county of Denbigh and Hurleston in the county of Chester and whereas there is little traffic over the Cromford Canal the Ashby Canal and the Shropshire Union Canal between Shrewsbury in the county of Salop and Norbury in the county of Stafford and the cost of maintenance of these canals greatly exceeds the revenue from the traffic:

And whereas it is expedient that the Company should be released from their obligations to maintain the recited canals as navigations to the extent and in the manner in this Act provided :

And whereas it is expedient to transfer to the Company of Proprietors of the Calder and Hebble Navigation the canal (in this Act referred to as " the Huddersfield Broad Canal ") authorised by the Act 14 Geo. III. cap. 13 intituled " An Act " for enabling Sir John Ramsden baronet to make and maintain " a navigable canal from the river Calder (between a bridge " called Cooper's Bridge and the mouth of the River Colne) to " the King's Mill near the town of Huddersfield in the West " Riding of the county of York " and part of the canal (in this Act referred to as " the Huddersfield Narrow Canal ") authorised by the Act 34 Geo. III. cap. 53 intituled " An Act for making " and maintaining a navigable canal from and out of the canal " of Sir John Ramsden baronet at or near the town of Hudders- " field in the West Riding of the county of York to join and " communicate with the canal navigation from Manchester to or " near Ashton under Lyne and Oldham at or near the town of " Ashton under Lyne aforesaid in the county palatine of " Lancaster " :

And whereas there is no traffic on the remaining part of the Huddersfield Narrow Canal and it is expedient that the Company should be released from their obligations to maintain the same as a navigation :

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

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

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

Short title.

1. This Act may be cited for all purposes as the London Midland and Scottish Railway (Canals) Act 1944.

Interpretation.

2. In this Act unless the subject or context otherwise requires :—

" the Company " means the London Midland and Scottish Railway Company ;

" the Ulverston Canal " means the canal authorised by the recited Act 33 Geo. III. cap. 105 as now vested in the Company and includes the canal feeder from Newland Beck and Back Drain and the sea gates forming the outfall of the Back Drain ;

"the Coalport Canal" means the canal authorised by the recited Act 28 Geo. III. cap. 73 as now vested in the Company;

"the Coalport abandonment order" means the warrant of the Board of Trade dated thirtieth April one thousand nine hundred and thirteen under section 45 of the Railway and Canal Traffic Act 1888 whereby parts of the Coalport Canal were authorised to be abandoned; 51 & 52 Vict. c. 25.

"the Trent and Mersey Canal (Leek Branch)" means the canal authorised by the recited Act 37 Geo. III. cap. 36 and forming a branch of the Trent and Mersey Canal from its junction near Endon to Leek in the county of Stafford as now vested in the Company;

"the Cromford Canal" means the canal authorised by the recited Act 29 Geo. III. cap. 74 as now vested in the Company;

"the Ashby Canal" means the canal authorised by the recited Act 34 Geo. III. cap. 93 as now vested in the Company;

"the Shropshire Union Canal" means the several canals which by the Shropshire Union Railways and Canal Act 1854 were declared to constitute the undertaking (so far as related to canals) of the Shropshire Union Railways and Canal Company as now vested in the Company;

"the Huddersfield Broad Canal Act 1774" means the recited Act 14 Geo. III. cap. 13;

"the Huddersfield Narrow Canal Acts" means:—

the recited Act 34 Geo. III. cap. 53;

the Act 39 & 40 Geo. III. c. xxxix intituled "An "Act for enabling the Huddersfield Canal Company "to finish and complete the Huddersfield Canal; "and for amending the Act passed in the thirty-"fourth year of the reign of His present Majesty for "making and maintaining the said Huddersfield "Canal"; and

the Act 46 Geo. III. c. xii intituled "An Act to "enable the Huddersfield Canal Company to raise a "further sum of money for the discharge of their "debts and to finish and complete the Huddersfield "Canal and for amending the several Acts passed for "making and maintaining the said canal";

and those Acts are in this Act respectively referred to as "the Huddersfield Narrow Canal Act 1794" "the "Huddersfield Narrow Canal Act 1800" and "the "Huddersfield Narrow Canal Act 1806";

"the navigation company" means the Company of Proprietors of the Calder and Hebble Navigation;

"the Huddersfield Broad Canal" means the canal and cuts authorised by the Huddersfield Broad Canal Act 1774 as now vested in the Company;

"the Huddersfield Narrow Canal" means the canal and cuts authorised by the Huddersfield Narrow Canal Acts as now vested in the Company;

"the date of transfer" means the first day of January one thousand nine hundred and forty-five;

"the transferred canals" means the whole of the Huddersfield Broad Canal from its junction with the river Calder at or near Cooper's Bridge to its junction with the Huddersfield Narrow Canal and so much of the Huddersfield Narrow Canal as lies between its junction with the Huddersfield Broad Canal and the east side of the bridge carrying Chapel Hill over the Huddersfield Narrow Canal and includes the lands belonging to the Company immediately before the date of transfer and forming the site of or held in connection with the Huddersfield Broad Canal and the said part of the Huddersfield Narrow Canal which canal part of canal and lands are shown on the plan signed in triplicate by the chairman of the committee of the House of Commons to whom the Bill for this Act was referred and thereon edged red which plan has been deposited as to one copy in the Committee and Private Bill Office of the House of Commons as to another copy at the principal office of the Company and as to the third copy at the principal office of the navigation company and also includes all feeders towing-paths lands banks weirs lay-byes wharves warehouses bridges culverts drains plant machinery and other buildings works and conveniences situate on the said lands and belonging to and held by the Company Provided that notwithstanding anything in this Act or shown on the said signed plan the expression "the transferred canals" shall not include any of the reservoirs so held by the Company in connection with or for the purposes of the Huddersfield Narrow Canal or any works or channels connecting those reservoirs with the Huddersfield Narrow Canal or any gauge weirs or other works for measuring the respective quantities of water in or flowing from those reservoirs or any other works which are ancillary to those reservoirs;

"the retained canal" means that part of the Huddersfield Narrow Canal which is not included in the transferred canals;

"the closed canals" means the canals and parts of canals described in subsection (7) of section 3 (Closing of canals) of this Act;

"the adjacent watercourses" means the watercourses constructed by the Company or their predecessors adjacent to any of the closed canals and maintainable by the Company.

Closing of canals.

3.—(1) Subject to the provisions of this Act—

(*a*) All rights of navigation along and over and all rights of user by barges or other boats of the waterways and channels of the closed canals shall cease and be extinguished and the closed canals shall not be used for navigation except as may be required under subsection (6) of this section or as may be necessary or convenient in connection with any works of maintenance of the canal;

(*b*) The Company shall be released from all obligations imposed upon them to keep and maintain the closed canals in good working condition for navigation and to preserve the supplies of water to the closed canals or supply them with water for the purpose of navigation but they shall retain all their existing powers to supply the closed canals or any part of the closed canals with water and shall continue to be subject to all statutory obligations and to all other obligations (if any) to supply or permit the abstraction or use of water from the closed canals for purposes other than navigation;

(*c*) The Company shall remain and be under all existing liabilities with respect to the prevention of leakage from the closed canals or any of the adjacent watercourses and the reservoirs and other works connected therewith and to all existing obligations to construct repair or maintain any bridge aqueduct road path culvert drain or other work or convenience wholly or partly situate over under or into the closed canals and the adjacent watercourses.

(2) Nothing in this Act or in any other Act relating to the closed canals or any of them shall exonerate the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them.

(3) Nothing in this section shall alter repeal prejudice or affect any express statutory provision in force at the passing of this Act for the protection of the owner lessee or occupier of any property or for the protection or benefit of any public trustees or commissioners corporation or person specifically named in such provision except in so far as such provision may contain a right to navigate upon the closed canals or use the same with barges or other boats of any kind.

(4) (*a*) The Company on the one hand and any local authority county council highway authority or statutory water undertaker or (so far as relates to their catchment area) any catchment

board on the other hand may enter into and carry into effect agreements with respect to the maintenance of the closed canals or any part thereof the reservoirs culverts works structures and erections connected therewith or the adjacent watercourses or the bridges carrying highways over the closed canals or for the transfer to and vesting in any such contracting party of the whole or any portion of the closed canals or any such reservoirs culverts watercourses works structures erections or bridges Provided that a statutory water undertaker shall not exercise any of the powers of this subsection for the purposes of their water undertaking except with the consent of the Minister of Health.

(*b*) In this subsection "statutory water undertaker" means any company local authority council committee or other persons or person supplying water under an enactment.

(5) Nothing in this section shall prejudice or affect any provisions with respect to the supply of water from the Shropshire Union Canal contained in the London Midland and Scottish Railway Act 1944.

(6) Notwithstanding subsection (1) of this section if the Minister of War Transport by notice in writing served on the Company before the first day of December one thousand nine hundred and forty-four require the Company to keep open and available for navigation any part of the closed canals specified in the notice which at the date of the serving of the notice is in such a condition that it is capable of being used for navigation the Company shall keep open and available for navigation the part of the closed canals specified in the notice until the expiration of any period during which the same shall remain under the control of the Minister in accordance with any order made under Regulation 69 of the Defence (General) Regulations 1939 or such earlier date as may be approved by the Minister in regard to the whole or any portion of the part of the closed canals so required to be kept open.

(7) In this section "closed canals" means the following canals and parts of canals :—

The retained canal ;

The Ulverston Canal ;

The remaining part of the Coalport Canal between the two portions thereof authorised to be abandoned by the Coalport abandonment order ;

The Trent and Mersey Canal (Leek Branch) ;

The Cromford Canal from the point in the urban district of Eastwood in the county of Nottingham where the bridge carries the Brinsley Colliery branch railway over the canal to the termination of the canal at Cromford in the county of Derby including the branch to Pinxton ;

The Ashby Canal from a point in the parish of Oakthorpe and Donisthorpe in the rural district of Ashby de la Zouch in the county of Leicester two hundred yards north of the bridge carrying the road from Donisthorpe to Ashby de la Zouch over the canal to the northern termination of the canal near Overseal in the urban district of Ashby Woulds in the said county;

The Shropshire Union Canal (*a*) from Newtown in the county of Montgomery to Frankton Junction in the county of Salop including the branches to Guilsfield and Weston (*b*) from Llantysilio in the county of Denbigh to the junction with the Birmingham and Liverpool Junction Canal at Hurleston in the county of Chester including the branches to Prees Whitchurch Ellesmere and Pontcysyllte (*c*) from Shrewsbury in the county of Salop to the junction with the Birmingham and Liverpool Junction Canal at Norbury in the county of Stafford including the branch to Wrockwardine and the Humber Arm.

Application of Land Drainage Act 1930. 20 & 21 Geo. 5. c. 44.

4. In the application of the Land Drainage Act 1930 to such of the closed canals as do not constitute feeders to other canals or navigations which are used or maintained for the purposes of navigation the following provisions of that Act for the protection or benefit of navigation authorities shall not apply to such canals or to the Company as owners thereof:—

Subsection (12) of section 35;
Subsection (8) of section 44;
Subsection (3) of section 45;
Subsection (9) of section 47.

Application of Bridges Act 1929. 19 & 20 Geo. 5. c. 33.

5.—(1) In the application of the Bridges Act 1929 to any of the bridges over the closed canals the substitution for a bridge of a solid embankment with or without a culvert or culverts for the passage of water thereunder shall be deemed to be a reconstruction or improvement of a bridge.

(2) The consent of the Company under subsection (2) of section 4 of the Bridges Act 1929 shall not be unreasonably withheld in respect of any of the bridges over the closed canals and any question whether such consent has been unreasonably withheld shall be determined by the Minister as defined by that Act or if the Minister is the highway authority an arbitrator to be appointed in default of agreement by the President of the Institution of Civil Engineers.

Provision of fences.

6. The Company if reasonably requested so to do by the owner or occupier of land adjoining the closed canals shall erect and maintain fences in continuation of any existing fence bounding the land or any part of the land belonging to or occupied by such owner or occupier across the closed canals to meet the

fence along the towpath Any question whether a request is reasonable shall be determined by a single arbitrator to be appointed failing agreement by the President of the Chartered Surveyors Institution and subject thereto the provisions of the Arbitration Acts 1889 to 1934 shall apply to such arbitration.

Prevention of nuisances &c. in certain canals. 26 Geo. 5. & 1 Edw. 8. c. 49.

7. If for any reason any part of any of the closed canals shall be in such a condition as to be prejudicial to health or a nuisance such condition or nuisance shall be a statutory nuisance for the purposes of Part III of the Public Health Act 1936 and the county council of the administrative county in which such part of a canal is situate may in addition to a local authority enforce the provisions of the said Part III in respect of this section Provided that in the case of such a condition or nuisance being alleged nothing in this section shall be deemed to impose any liability on the Company or any person unless the condition or nuisance arises or continues by the act or default of the Company or such person as the case may be.

Obligations to apply on transfer.

8. In the event of the Company transferring selling or disposing of the whole or any part of any of the closed canals or adjacent watercourses or any reservoirs culverts works structures or erections (other than bridges transferred to highway authorities) connected therewith respectively the provisions contained in this Act and the London Midland and Scottish Railway Act 1944 or either of those Acts relating to the property so transferred sold or disposed of (in this section referred to as " the protective provisions ") shall with respect to such property apply and have effect as if the person in whom that property is for the time being vested had been named in the protective provisions instead of the Company.

Pleasure boats.

9. Nothing in this Act shall prevent the Company from permitting the use of any open stretch of the closed canals in the counties of Lancaster Chester Denbigh Derby and Flint the county borough of Chester or the borough of Stalybridge by pleasure boats but such use shall not affect the right of any highway authority under any of the powers contained in this Act to construct embankments across any of the closed canals with culverts or openings under such embankments nor prejudice or affect the operation of section 12 (For protection of Derbyshire County Council) or section 13 (For further protection of Derbyshire County Council) of this Act.

For protection of certain county councils and agricultural interests.

10. For the protection of the county councils of the administrative counties of Denbigh Flint Montgomery Salop and Stafford (each of which counties is in this section referred to as " the county " and each of which county councils is in relation to its county in this section referred to as " the county council ") the

following provisions unless otherwise agreed in writing between the county council and the Company shall notwithstanding any other provisions of this Act apply and have effect :—

(1) In this section—

" date of vesting " means the first day of April one thousand nine hundred and forty-five ;

" canal " means any of the branches of the Shropshire Union Canal described in subsection (7) of section 3 (Closing of canals) of this Act and any feeder of any of the said branches ;

" bridge " includes the approaches to the bridge so far as such approaches are on land belonging to the Company and the road on such bridge and approaches :

(2) On and from the date of vesting every bridge situate in the county carrying a county road over the canal shall together with the sites of the abutments of such bridge vest in the county council and be and become a county bridge and a county road :

(3) On and from the date of vesting the maintenance of the approaches situate elsewhere than on land belonging to the Company of any bridge in the county carrying a county road and the works in connection therewith which the Company at the date of the passing of this Act are liable to maintain shall be transferred to the county council :

(4) The county council shall on and from the date of vesting be responsible at their own cost and expense in all things for the repair maintenance and renewal of the bridges vested in them as aforesaid as well as of any such approaches and works as are referred to in subsection (3) of this section and the Company shall on and from the date of vesting be released from all liability cost and expense in connection therewith Provided that this subsection shall not impose upon the county council any greater obligations or liabilities than those to which they are or may be subject as a highway authority :

(5) The Company shall on or before the date of vesting or in default of agreement immediately after the award of an arbitrator pay to the county council in respect of such bridges approaches and works as aforesaid such sum of money in consideration of the Company being relieved of their obligations in regard to the maintenance thereof as may be agreed or in default of agreement settled by arbitration in pursuance of this section :

(6) The county council shall indemnify and keep indemnified the Company from and against all claims demands actions proceedings damages costs and expenses in respect of the failure by the county council subsequent

to the date of vesting to comply with their obligations as to the repair and maintenance of any such bridges approaches and works as aforesaid:

(7) The county council shall be entitled to widen improve realign lower or otherwise deal with the bridges vested in them as aforesaid or to substitute therefor solid embankments or roadways of such width as they may require and the Company shall if and when required in writing so to do by the county council grant to the county council upon the terms in subsection (12) of this section defined such easements in perpetuity in and over the bed or banks of the canal and other the land and property of the Company held by them as part of their canal undertaking at or adjoining or in the near neighbourhood of the said bridges in the county as the county council may reasonably require for any such purpose together with the right to the county council their contractors agents workmen and servants to enter upon the property of the Company so far as may be necessary for the purposes of this subsection:

(8) Such grant or grants of easement shall contain terms and conditions covenants and agreements by the county council to make and maintain such culverts and openings as are hereafter in this section referred to and also to make such access to and on both sides of the said embankments or roadways as may be reasonably required to enable the employees of the Company to pass and repass with or without a vehicle to and from the towpath on either side of such embankments or roadways:

(9) In the execution of any such works as are in this section referred to the county council shall not do any act matter or thing which will interfere with or restrict the free passage of water along the canal under any of the said bridges or widened or improved bridges or under or through any embankment or other work referred to in subsection (7) of this section without the previous consent in writing of the Company and the catchment board of the catchment area in which such bridge embankment or other work as aforesaid is situate and shall make and maintain such culverts or openings through any such bridge embankment or other work as aforesaid if and when constructed as may be reasonably required by the Company and the catchment board of the catchment area in which any such bridge embankment or other work is situate for the purpose of ensuring the free passage of water along the canal but the county council shall not be liable to keep the said culverts or

openings free from obstruction other than obstruction due to want of repair of the embankments roadways culverts openings or other works as aforesaid :

(10) The said culverts and openings shall be constructed in accordance with drawings and specifications to be previously approved in writing by the engineer of the Company and the engineer of the catchment board of the catchment area in which such culverts and openings are situate and to the reasonable satisfaction of the said engineers :

(11) The county council shall from time to time repay to the Company any additional expense in maintaining the canal reasonably incurred by them by reason of any alteration of any of the said bridges made in pursuance of the provisions of this section :

(12) Where the county council require an easement across the canal or over any other land of the Company owned by them as part of their canal undertaking under subsection (7) of this section for the purpose of reconstructing a bridge or constructing an embankment either in the line of the road as it exists at the date of the passing of this Act or (where in the past a road has been diverted to cross the canal on the square) in a new position reasonably desired by the county council such easement so far as it does not exceed a width of twenty-five feet and such further width as is necessary for the construction of an embankment for supporting such road shall be granted without any payment or other consideration or legal costs but otherwise in so far as such easement is over other land of the Company owned by them as part of their canal undertaking shall be for such payment or other consideration as shall be determined failing agreement by arbitration :

(13) Nothing in this Act shall prejudice or affect any right of the county council to discharge into the canal the surface water drainage from any county road :

(14) (*a*) The Company shall not cause or (except for any cause beyond their control) permit the level of the water in any part of the canal to be reduced below that of the top of the overflow weir in any such part without the consent (which may be given with or without conditions) of the Minister of Agriculture and Fisheries and in deciding whether to give or withhold his consent the Minister shall take into consideration the requirements of the owners lessees or occupiers of any lands for water from the canal for use on such lands for domestic or agricultural purposes ;

(*b*) Subject to the provisions of this subsection but notwithstanding any other provision contained in this Act the owner lessee or occupier of any land or premises in respect of which use has been made of water from the canal before the passing of this Act for watering cattle and farm animals or for any agricultural or domestic purpose shall be entitled at all times after the passing of this Act to continue such use but subject (where such use is being made in pursuance of an agreement in force at the date of the passing of this Act) to such of the terms of such agreement as are not inconsistent with the foregoing provisions of this section :

(15) The Company at their own expense shall maintain all boundary fences existing and maintainable by them at the date of the passing of this Act between the canal and any lands (including any highway) adjoining it and shall also construct and maintain proper and sufficient fences between the canal and any lands (including any highway) adjoining it if it shall become necessary for preventing danger to cattle or the straying of cattle in consequence of a sufficient depth of water not being maintained in the canal :

(16) If the owner lessee or occupier of any land or premises abutting on or near to the canal shall suffer any damage injury or loss in consequence of the Company failing to comply with any of the obligations imposed upon them by this Act the Company shall make to such owner lessee or occupier such compensation as may be agreed between the Company and such owner lessee and occupier or in default of agreement settled by arbitration under and in accordance with the provisions of the Lands Clauses Acts :

(17) If any difference or dispute shall arise between the county council and the Company or the catchment board of a catchment area and the Company under this section (other than any difference as to the construction or meaning thereof) the same shall be determined by an arbitrator to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

For protection of Staffordshire County Council.

11. The provisions of section 10 (For protection of certain county councils and agricultural interests) of this Act shall extend and apply to the county council of the administrative county of Stafford in respect of the Trent and Mersey Canal (Leek Branch) as if the expression " canal " as defined in that section included the Trent and Mersey Canal (Leek Branch).

For protection of Derbyshire County Council.

12. The provisions of section 10 (For protection of certain county councils and agricultural interests) of this Act shall apply and have effect (mutatis mutandis) for the protection of the county council of the administrative county of Derby (in this section referred to as "the county council") in relation to the canal as hereinafter defined subject to the following amendments :—

(1) (*a*) "canal" shall mean so much of the portion of the Cromford Canal described in subsection (7) of section 3 (Closing of canals) of this Act as is situate in the administrative county of Derby ;

(*b*) If the county council shall at any time give to the Company not less than six months notice in writing of their desire that any bridge as defined in the said section 10 should be transferred to and vest in the county council as from the date specified in the said notice then the date so specified shall be the date of vesting for the purposes of the application of the said section 10 :

(2) Notwithstanding anything in this Act the Company shall continue to be subject to all existing obligations to support the canal or any land or county road adjacent to the canal The provisions of subsection (17) of the said section 10 shall apply and have effect (mutatis mutandis) for the purposes of the determination of any difference or dispute which may arise between the Company and the county council under this subsection.

For further protection of Derbyshire County Council.

13. For the further protection of the county council of the administrative county of Derby (in this section referred to as "the county council") the following provisions shall unless otherwise agreed in writing between the county council and the Company apply and have effect :—

(1) In this section—

"canal" means so much of the portion of the Cromford Canal described in subsection (7) of section 3 (Closing of canals) of this Act as is situate in the administrative county of Derby ;

"bridge" means the existing bridge or aqueduct known as the Bull Bridge aqueduct in the urban district of Ripley in the county of Derby by which the canal and the towing-path thereof is carried over the county road (in this section referred to as "the county road") leading from Ripley to Ambergate :

(2) The county council shall be entitled at any time at their own expense and subject to the provisions of this section to alter the bridge so as to provide for the widening of the county road to a width including any footpaths not exceeding fifty-three feet between the

abutments of the bridge as altered and for the increase of the headroom under the bridge to such an extent that the underside thereof as altered shall not be less than sixteen feet six inches above the surface of the said road (including any footpaths) as widened and to carry out all other works including the removal or alteration of the abutments of the bridge and the embankment of the canal on either side of the bridge necessary for and incidental to the said purposes (all of which widening and other works are hereafter in this section referred to collectively as " the improvement ") :

(3) The Company shall if and when required in writing by the county council so to do dedicate as part of the highway such of the land and property of the Company at or adjoining or in the near neighbourhood of the bridge as may be reasonably required for the purposes of the improvement. The county council shall pay to the Company as consideration for the land and property of the Company so dedicated such a sum as may be agreed or failing agreement may be determined by an official arbitrator under the Acquisition of Land (Assessment of Compensation) Act 1919 or any modification or amendment of that Act for the time being in force : 9 & 10 Geo. 5. c. 57.

(4) The Company shall afford to the county council their contractors agents and workmen such rights of entry upon the property of the Company and all such other facilities as may be reasonably necessary for the execution of the improvement :

(5) The county council shall in carrying out the improvement be at liberty to remove the brick and stone work above the arch of the bridge and so much of the towing path and of the parapet banks and bed of the canal above the bridge as may be reasonably necessary and to substitute therefor such pipes conduits or other works so as to provide for the passage of water through the same and such works of support therefor and other works and conveniences for the purposes (inter alia) of facilitating access to such pipes conduits or other works for the purposes of inspection and repair as may be reasonably required by the Company and the River Trent Catchment Board :

(6) The improvement shall when commenced be proceeded with by the county council to completion with all reasonable dispatch and shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the Company and according to plans sections and particulars to be

submitted to and reasonably approved by the said engineer before the same shall be commenced Provided that if the said engineer shall not signify his approval or disapproval of such plans sections and particulars within twenty-eight days after they shall have been submitted to him he shall be deemed to have approved thereof :

(7) In the execution of the improvement the county council shall not to any greater extent than shall be reasonably necessary in the course of such execution cause any injury or damage to the canal works and property of the Company and if any such injury or damage shall arise from the acts or operations of the county council all such injury or damage shall forthwith be made good by the county council at their own expense and to the reasonable satisfaction of the said engineer and the county council shall indemnify the Company from all claims in respect of such injury or damage In the event of the county council failing to make good such injury or damage the Company may make good the same and do all such repairs and things as may be reasonably requisite and recover the reasonable expense thereof from the county council :

(8) Upon the completion of the improvement the Company shall become and be under the same obligations with respect to the repair and maintenance of the bridge as altered as those to which they were subject with respect to the bridge immediately after the passing of this Act :

(9) If any difference or dispute shall arise between the county council and the Company or the River Trent Catchment Board and the Company under this section (other than any difference as to the construction or meaning thereof) the same shall unless other provision is made in this section be determined by an arbitrator to be agreed upon between the parties or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

For protection of Salop County Council.

14. The provisions of section 10 (For protection of certain county councils and agricultural interests) of this Act shall apply to the county council of the administrative county of Salop in respect of the part of the Coalport Canal referred to in section 3 (Closing of canals) of this Act as if the expression "canal" as defined in the said section 10 included the said part of the Coalport Canal.

15. For the protection of the county council of the administrative county of Leicester (in this section referred to as "the county council") the following provisions shall unless otherwise agreed in writing between the county council and the Company apply and have effect :— For protection of Leicestershire County Council.

(1) In this section—

"canal" means the portion of the Ashby Canal described in subsection (7) of section 3 (Closing of canals) of this Act and includes where the context so requires the site thereof after the water shall have been removed therefrom ;

"bridge" means any bridge vested in the county council in pursuance of this section and includes the approaches to the bridge so far as such approaches are on land belonging to the Company and the road on such bridge and approaches :

(2) (*a*) The Company shall so soon as practicable after the passing of this Act and in any event not later than the expiration of six months after the termination of the emergency which was the occasion of the passing of the Emergency Powers (Defence) Act 1939 remove all the water from the canal and make such provision as shall be reasonably necessary (whether by the execution of works or otherwise) for severing the canal from the portion of the Ashby Canal to which this Act does not relate and for preventing the flow or passage of water or any liquid or solid matter into or on to any part of the canal either from such other portion of the Ashby Canal as aforesaid or from any other feeders from which water flows or passes into the canal at the date of the passing of this Act and shall at all times maintain in a sufficient state of repair and where necessary renew to the reasonable satisfaction of the county council all such works as may be executed by them for the purposes aforesaid ; 2 & 3 Geo. 6. c. 62.

(*b*) During any period between the removal of all water from the canal in pursuance of paragraph (*a*) of this subsection and the completion of the works referred to in paragraph (*c*) thereof the Company shall make such provision as shall be reasonably necessary to divert into any available stream or watercourse any surface or other water or any solid matter at present discharged into the canal by means of drains ;

(*c*) As soon as practicable after the removal of all water from the canal in pursuance of paragraph (*a*) of this subsection the Company shall fill in the channel thereof either with spoil or by reducing the height of the banks :

(3) The provisions of subsections (3) to (7) inclusive (12) (14) (15) and (16) of section 10 (For protection of certain county councils and agricultural interests) of this Act shall apply to the county council with the following alterations :—

" canal " means the canal defined by subsection (1) of this section ;

" date of vesting " means the date determined in accordance with the next subsection :

Provided that (i) the said subsection (7) shall have effect for the purposes of such application as if after the word " entitled " there were inserted therein the words " to " remove the bridges vested in them as aforesaid or any " of them and to carry over the canal on the level the high- " way previously carried by any such bridge " and (ii) the said subsections (14) and (15) as so applied as aforesaid shall only apply during the period prior to the removal of the water from the canal in accordance with the provisions of paragraph (a) of subsection (2) of this section :

(4) If the county council shall at any time give to the Company not less than six months' notice in writing of their desire that any bridge belonging to the Company carrying a county road over the canal should be transferred to the county council the bridge together with the sites of the abutments thereof shall vest in the county council without any conveyance transfer or other instrument as from the date specified in the said notice (in this section referred to as " the date of vesting ") and shall be and become a county bridge and the highway on such bridge shall become a county road :

(5) If any difference or dispute shall arise between the county council and the Company under this section (other than any difference as to the construction or meaning thereof) the same shall be determined by an arbitrator to be agreed upon between the parties or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

For protection of Stalybridge Corporation.

16. For the protection of the mayor aldermen and burgesses of the borough of Stalybridge (in this section referred to as " the corporation " and " the borough " respectively) the following provisions unless otherwise agreed in writing between the corporation and the Company shall notwithstanding any other provisions of this Act apply and have effect.

(1) In this section—

"canal" means so much of the Huddersfield Narrow Canal as is situate in the borough;

"bridge" includes the approaches to a bridge so far as such approaches are on land belonging to the Company and the road on such bridge and approaches:

(2) If the corporation shall at any time give to the Company not less than six months' notice in writing of the desire of the corporation that all or any of the following bridges namely the swing bridge at Grove Road and the bridges carrying Bayley Street Clarence Street and Peel Street respectively over the canal should be transferred to the corporation the bridge or bridges referred to in the said notice together with the sites of the abutments thereof shall vest in the corporation as from the date specified in the said notice (in this section referred to as "the date of vesting") and the road thereover shall become a road vested in the corporation:

(3) The Company on or before the date of vesting or in default of agreement immediately after the award of an arbitrator shall pay to the corporation in respect of any bridge transferred to them such sum of money in consideration of the Company being relieved of their obligations in regard to the maintenance thereof as may be agreed or in default of agreement settled by arbitration in pursuance of this section:

(4) The corporation shall on or before the date of vesting in each case be responsible at their own cost and expense in all things for the repair maintenance and renewal of the bridges vested in them and the Company shall on and from the date of vesting of any such bridge be released from all liability cost and expense in connection therewith Provided that this subsection shall not impose upon the corporation any greater obligations or liabilities than those to which they are or may be subject as a highway authority:

(5) The corporation shall indemnify and keep indemnified the Company from and against all claims demands actions proceedings damages costs and expenses in respect of the failure of the corporation subsequent to the date of vesting of any of the said bridges transferred to them to comply with their obligations as to the repair and maintenance of such bridge:

(6) The corporation shall be entitled to widen improve realign lower or otherwise deal with the bridges vested in them as aforesaid and the bridges carrying Trinity Street and Melbourne Street over the canal or to substitute therefor solid embankments or roadways of

such width as the corporation may require and the Company shall if and when required in writing so to do by the corporation grant to the corporation upon the terms in subsection (11) of this section defined such easements in perpetuity in and over the bed or banks of the canal and other the land and property of the Company held by them as part of their canal undertaking at or adjoining or in the near neighbourhood of each of the said bridges as the corporation may reasonably require for any such purpose together with the right to the corporation their contractors agents workmen and servants to enter upon the property of the Company so far as may be necessary for the purpose of this subsection :

(7) Such grant or grants of easement shall contain terms and conditions covenants and agreements by the corporation to make and maintain such culverts and openings as are hereafter in this section referred to and also to make such access to and on both sides of the said embankments or roadways as may be reasonably required to enable the employees of the Company to pass and repass with or without a vehicle to and from the towpaths on either side of such embankments or roadways :

(8) In the execution of any such works as are in this section referred to the corporation shall not do any act matter or thing which will interfere with or restrict the free passage of water along the canal under any of the said bridges or widened or improved bridges or under or through any embankment or other work referred to in subsection (6) of this section without the previous consent in writing of the Company and the Cheshire Rivers Catchment Board and shall make and maintain such culverts or openings through any such bridge embankment or other work as aforesaid if and when constructed as may be reasonably required by the Company and the said catchment board for the purpose of ensuring a free passage of water along the canal but the corporation shall not be liable to keep the said culverts or openings free from obstruction other than obstruction due to want of repair of the embankments roadways culverts openings or other works as aforesaid :

(9) The said culverts and openings shall be constructed in accordance with drawings and specifications to be previously approved in writing by the engineer of the Company and the engineer of the said catchment board and to the reasonable satisfaction of the said engineers :

(10) The corporation shall from time to time repay to the Company any additional expense in maintaining the

canal reasonably incurred by them by reason of any alteration of any of the said bridges made in pursuance of the provisions of this section :

(11) Where the corporation require an easement across the canal or over any other land of the Company owned by them as part of their canal undertaking under subsection (6) of this section for the purpose of reconstructing a bridge or constructing an embankment either in the line of the road as it exists at the date of the passing of this Act or (where in the past a road has been diverted to cross the canal on the square) in a new position reasonably desired by the corporation such easement so far as it does not exceed a width of twenty-five feet and such further width as is necessary for the construction of an embankment for supporting such road shall be granted without any payment or other consideration or legal costs but otherwise in so far as such easement is over land of the Company owned by them as part of their canal undertaking shall be for such payment or other consideration as shall be determined failing agreement by arbitration :

(12) Nothing in this Act shall prejudice or affect any right of the corporation to discharge into the canal the surface water drainage from any road vested in them :

(13) If the owner lessee or occupier of any land or premises abutting on or near to the canal shall suffer any damage injury or loss in consequence of the Company failing to comply with any of the obligations imposed upon them by this Act the Company shall make to such owner lessee or occupier such compensation as may be agreed between the Company and such owner lessee or occupier or in default of agreement settled by arbitration under and in accordance with the provisions of the Lands Clauses Acts :

(14) If any difference or dispute shall arise between the corporation and the Company or the said catchment board or between the said catchment board and the Company under this section (other than a difference as to the construction or meaning thereof) the same shall be determined by an arbitrator to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

For protection of Much Wenlock Corporation

17. Subsections (1) to (13) inclusive and subsection (17) of section 10 (For protection of certain county councils and agricultural interests) of this Act shall apply to the mayor aldermen and burgesses of the borough of Much Wenlock (in this section

and Urban District Council of Whitchurch.

referred to as " the corporation " and " the borough " respectively) in respect of bridges in the borough carrying roads vested in the corporation over the part of the Coalport canal to be closed under section 3 of this Act and to the urban district council of Whitchurch (in this section referred to as " the council " and " the district "respectively) in respect of bridges in the district carrying roads vested in the council over the part of the Shropshire Union Canal to be closed under section 3 of this Act and in the application of the said provisions of the said section 10 to the corporation and the council all references to the county council shall be read and construed as references to the corporation or the council as the case may require all references to the county shall be read and construed as references to the borough and the district as the case may require and all references to a county road or county bridge shall be read and construed as references to a road or bridge vested in the corporation or the council as the case may require.

For protection of Welshpool Corporation and urban district councils of Newtown and Llanllwchaiarn and Llangollen.

18. Subsections (1) to (13) inclusive and subsection (17) of section 10 (For protection of certain county councils and agricultural interests) of this Act shall apply to the mayor aldermen and burgesses of the borough of Welshpool (in this section referred to as " the corporation " and " the borough " respectively) the urban district council of Newtown and Llanllwchaiarn and the urban district council of Llangollen each of which councils and urban districts are in this section referred to as " the council " and " the district " respectively) and in the application of the said provisions of the said section to the corporation and the council all references to the county council shall be read and construed as references to the corporation or the council as the case may require all references to the county shall be read and construed as references to the borough and the district as the case may require and all references to a county road or county bridge shall be read and construed as references to a road or bridge vested in the corporation or the council as the case may require.

For protection of Ulverston Urban District Council.

19. For the protection of the urban district council of Ulverston (in this section referred to as " the council ") the following provisions unless otherwise agreed in writing between the Company and the council shall apply and have effect :—

(1) The provisions of subsections (13) and (14) of section 10 of this Act (For protection of certain county councils and agricultural interests) shall extend and apply to the council as if—

(*a*) the council were named therein in addition to the county council ;

(*b*) the Ulverston Canal were included in the definition of " canal " as contained in subsection (1) of that section ; and

(*c*) the expression " county road " in subsection (13) of that section included roads vested in or repairable by the council :

(2) In their application to the Ulverston Canal and any reservoirs culverts works structures or erections connected therewith (in this section referred to as " the canal lands ")—

(*a*) sections 15 and 119 of the Public Health Act 1936 shall be read and have effect as if section 333 of that Act had not been enacted ; 26 Geo. 5. & 1 Edw. 8. c. 49.

(*b*) section 22 of the Electricity (Supply) Act 1919 and section 11 of the Electricity (Supply) Act 1922 shall apply as if the canal lands were not part of a canal or inland navigation ; 9 & 10 Geo. 5. c. 100. 12 & 13 Geo. 5. c. 46.

and any enactments (whether passed or to be passed) authorising the laying by the council of sewers drains and mains and apparatus in connection with the supply of gas water or electricity in through or over lands shall apply to the canal lands in all respects as if they were not (i) the property of a railway or canal company or (ii) part of a canal or inland navigation :

(3) The provisions of subsection (2) of this section shall apply to any part of the canal lands which may be transferred sold or disposed of by the Company.

For protection of Lancashire County Council.

20.—(1) The provisions of section 10 (For protection of certain county councils and agricultural interests) of this Act (in this section referred to as " the protective section ") shall apply to the county council of the administrative county of the county palatine of Lancaster subject to the modifications in this section mentioned.

(2) The following provision shall be deemed to be substituted for subsection (1) of the protective section (namely) :—

" (1) In this section—

' the county ' means the administrative county of the county palatine of Lancaster ;

' the county council ' means the county council of the county ;

' canal ' means so much of the Huddersfield Narrow Canal as is situate in the county ;

' bridge ' includes the approaches to the bridge so far as such approaches are on land belonging to the Company and the road on such bridge and approaches.".

(3) The following provision shall be deemed to be substituted for subsection (2) of the protective section :—

" (2) If the county council shall at any time give to the Company not less than six months' notice in writing of their desire that any bridge belonging to the Company carrying a county road over the canal should be transferred to the county council such bridge together with

the sites of the abutments thereof shall vest in the county council as from the date specified in the said notice (in this section referred to as 'the date of vesting.')"

(4) The bridge known as Whitelands Bridge in the borough of Ashton under Lyne together with the horse subway forming part thereof shall be deemed for the purposes of this section to be a bridge belonging to the Company carrying a county road over the canal and as from the date of vesting in the case of the said bridge the provisions of an agreement dated the eleventh day of April one thousand eight hundred and eighty-two and made between the London and North Western Railway Company and the mayor aldermen and burgesses of the borough of Ashton under Lyne shall cease to have effect.

(5) Nothing in the Act 7 Geo. IV. c. xxi intituled "An Act for "making and maintaining a road from Ridghill and lanes in the "parish of Ashton under Lyne in the county palatine of Lancaster "to or near to Holehouse in Saddleworth in the West Riding of "the county of York" shall be deemed to prevent the Company and the county council from entering into and carrying into effect agreements with respect to the removal reconstruction or alteration of the Roaches Canal Bridge in the borough of Mossley and the provisions of the protective section with respect to solid embankments or roadways shall apply to any works hereafter constructed in substitution for the said Roaches Canal Bridge.

For further protection of Lancashire County Council.

21.—(1) The provisions of section 10 (For protection of certain county councils and agricultural interests) of this Act (in this section referred to as "the protective section") shall so far as applicable apply to the county council of the administrative county of the county palatine of Lancaster subject to the modifications in this section mentioned.

(2) The following provision shall be deemed to be substituted for subsection (1) of the protective section (namely):—

"(1) In this section—

'the county' means the administrative county of the county palatine of Lancaster;

'the county council' means the county council of the county;

'canal' means the Ulverston Canal."

For protection of Cheshire County Council.

22.—(1) The provisions of section 10 (For protection of certain county councils and agricultural interests) of this Act (in this section referred to as "the protective section") shall apply to the county council of the administrative county of the county palatine of Chester subject to the modifications in this section mentioned.

(2) The following provision shall be deemed to be substituted for subsection (1) of the protective section (namely) :—

" (1) In this section—

' the county ' means the administrative county of the county palatine of Chester ;

' the county council ' means the county council of the county ;

' canal ' means so much of the Shropshire Union Canal as is situate in the county and forms part of the closed canals ;

' bridge ' includes the approaches to the bridge so far as such approaches are on land belonging to the Company and the road on such bridge and approaches."

(3) The following provision shall be deemed to be substituted for subsection (2) of the protective section :—

" (2) If the county council shall at any time give to the Company not less than six months' notice in writing of their desire that any bridge belonging to the Company carrying a county road over the canal should be transferred to the county council such bridge together with the sites of the abutments thereof shall vest in the county council as from the date specified in the said notice (in this section referred to as ' the date of vesting ') and shall be and become a county bridge and a county road."

For further protection of Cheshire County Council.

23.—(1) The provisions of section 10 (For protection of certain county councils and agricultural interests) of this Act (in this section referred to as " the protective section ") shall apply to the county council of the administrative county of the county palatine of Chester subject to the modifications in this section mentioned.

(2) The following provision shall be deemed to be substituted for subsection (1) of the protective section (namely) :—

" (1) In this section—

' the county ' means the administrative county of the county palatine of Chester ;

' the county council ' means the county council of the county ;

' canal ' means so much of the Huddersfield Narrow Canal as is situate in the county ;

' bridge ' means the bridge carrying Caroline Street and the bridge carrying Mottram Road over the canal or either of those bridges and includes the approaches to the bridge so far as such approaches are on land belonging to the Company and the road on such bridge and approaches."

(3) The following provision shall be deemed to be substituted for subsection (2) of the protective section :—

" (2) If the county council shall at any time give to the Company not less than six months notice in writing of their desire that the bridge should be transferred to the county council the bridge together with the sites of the abutments thereof shall vest in the county council as from the date specified in the said notice (in this section referred to as ' the date of vesting ') and shall be and become a county bridge and a county road."

For protection of Great Western Railway Company.

24. For the protection of the Great Western Railway Company (in this section referred to as " the Great Western Company ") the following provisions shall unless otherwise agreed in writing between the Great Western Company and the Company apply and have effect :—

(1) At any time after the passing of this Act the Great Western Company may notwithstanding any statutory or other provisions to the contrary remove any bridge carrying their railway over the part of the Shropshire Union Canal described in subsection (7) of section 3 (Closing of canals) of this Act (in this section hereinafter referred to as " the canal ") and may substitute a solid embankment therefor The Great Western Company shall provide alternative easements and other rights for the following easements and rights over the canal in such manner as shall be agreed between them and the Company or in default of agreement as shall be determined by arbitration to be reasonably necessary to—

(*a*) provide for all rights of way over the existing towing-path of the canal ;

(*b*) accommodate any cables mains pipes or similar apparatus which are laid under or across the lands conveyed to the Great Western Company under the provisions of subsection (3) of this section at the date of the commencement of the construction of the solid embankment ; and

(*c*) maintain the flow of water along the canal through the solid embankment :

(2) The powers of this section shall not be exercised so as to interfere with any right or easement to which any third party may be entitled except by agreement with such third party :

(3) The Company shall when called upon by the Great Western Company convey subject to the provisions of this section to the Great Western Company at such price

as may be agreed between the Great Western Company and the Company or in default of agreement determined by arbitration—

(*a*) any of the land of the Company on or over which any works of the Great Western Company in connection with any of the bridges referred to in subsection (1) of this section have been constructed ; and

(*b*) so much of the site of the canal and of the land belonging to the Company as may be required by the Great Western Company for the construction thereon of the said solid embankments :

(4) Before exercising the powers conferred upon them by subsection (1) of this section to remove any bridge carrying their railway over the canal and to substitute a solid embankment therefor the Great Western Company shall give to the Company not less than six months' notice in writing of their intention to exercise such powers and specify in such notice the bridge or bridges they propose to remove accompanied by plans sections and specifications of the works proposed to be carried out and such works shall be carried out only in accordance with such plans sections and specifications as may be approved in writing by the Company or determined by arbitration :

(5) (*a*) Notwithstanding anything contained in this Act the Company shall maintain to the reasonable satisfaction of the chief engineer of the Great Western Company the tunnel (or any other work which may be substituted therefor) carrying the canal under the Shrewsbury and Chester railway of the Great Western Company near Chirk ;

(*b*) If the Company fail at any time to maintain the said tunnel or substituted work to the reasonable satisfaction of the said chief engineer the Great Western Company may enter upon the land of the Company and carry out such work as is reasonably necessary for the safety of the railway of the Great Western Company and the cost of such work as certified by the said chief engineer shall be paid by the Company to the Great Western Company on demand :

(6) Any difference arising between the Great Western Company and the Company respecting any of the matters referred to in this section shall be referred to and determined by a single arbitrator to be appointed (failing agreement) at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers or the President of the Chartered

Surveyors' Institution as the case may require and subject as aforesaid the provisions of the Arbitration Acts 1889 and 1934 or any statutory re-enactment or modification thereof shall apply to any such reference and determination.

For protection of Ripley (Derbyshire) Urban District Council.

25. For the protection of the urban district council of Ripley (Derbyshire) (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the Company and the council apply and have effect :—

(1) The provisions of section 10 (For protection of certain county councils and agricultural interests) of this Act shall apply and have effect mutatis mutandis for the protection of the council in relation to the canal as hereinafter defined subject to the following amendments:—

(*a*) "canal" shall mean so much of the portion of the Cromford Canal described in subsection (7) of section 3 (Closing of canals) of this Act as is situate in the district of the council ;

(*b*) the expression "bridge" for the purposes of this section shall mean the bridge carrying Bullbridge Road and the bridge carrying Brass Foundry Lane over the canal ;

(*c*) the expression "county road" for the purposes of this section shall mean a road vested in or repairable by the council ;

(*d*) if the council shall at any time give to the Company not less than six months' notice in writing of their desire that any bridge should be transferred to and vest in the council as from the date specified in the said notice then the date so specified shall be the date of vesting for the purpose of the application of the said section 10 :

(2) Notwithstanding anything in this Act the Company shall continue to be subject to all existing obligations to support the canal or any land or road adjacent to the canal The provisions of subsection (17) of the said section 10 shall apply and have effect mutatis mutandis for the purposes of the determination of any difference or dispute which may arise between the Company and the council under this subsection :

(3) In their application to so much of the portion of the Cromford Canal described in subsection (7) of section 3 (Closing of canals) of this Act as is situate in the district of the council and any reservoirs culverts works structures or erections connected therewith (in this section referred to as "the canal lands")—

(*a*) sections 15 and 119 of the Public Health Act 1936 shall be read and have effect as if section 333 of that Act had not been enacted ;

(*b*) section 22 of the Electricity (Supply) Act 1919 and section 11 of the Electricity (Supply) Act 1922 shall apply as if the canal lands were not part of a canal or inland navigation ;

and any enactments (whether passed or to be passed) authorising the laying by the council of sewers drains and mains and apparatus in connection with the supply of gas water or electricity in through or over lands shall apply to the canal lands in all respects as if they were not (i) the property of a railway or canal company or (ii) part of a canal or inland navigation :

(4) The provisions of subsection (3) of this section shall apply to any part of the canal lands which may be transferred sold or disposed of by the Company.

Repeal of section 10 of Nottingham Canal Act 1792.

26. Section 10 (The expenses of the reservoirs and locks to be defrayed by the Nottingham Canal Company) of the Act 32 Geo. III. cap. 100 intituled "An Act for making and maintaining a "navigable canal from the Cromford Canal in the county of "Nottingham to or near to the town of Nottingham and to the "river Trent near Nottingham Trent Bridge and also certain "collateral cuts therein described from the said intended canal" is hereby repealed.

For protection of Butterley Company Limited.

27. Notwithstanding anything contained in this Act the following provisions for the protection of the Butterley Company Limited or other the owner or owners for the time being of the Butterley estates as hereafter in this section defined or any part thereof (all of whom are in this section referred to as "the owners") shall except so far as may be otherwise agreed in writing between the Company and the owners apply and have effect :—

(1) In this section—

"the signed plan" means the plan which has been signed in quadruplicate by the chairman of the committee of the House of Commons to whom the Bill for this Act was referred of which plan copies have been deposited in the Parliament Office House of Lords in the Committee and Private Bill Office House of Commons with the Company and with the owners ;

"the Butterley estates" means the estates of the owners as existing at the date of the passing of this Act which are coloured pink on the signed plan ;

"the canal" means the portion of the Cromford Canal described in subsection (7) of section 3 (Closing of canals) of this Act ;

"the eastern portion of the canal" means the portion of the canal between the points respectively marked A and B on the signed plan which portion is coloured red thereon :

(2) (*a*) The Company shall at all times after the passing of this Act take all steps (including whenever necessary the execution of works of dredging) necessary to ensure that the water at the points in the eastern portion of the canal specified or referred to in paragraph (*b*) of this subsection shall at all times be maintained in such quantity and at such depth as shall be sufficient to enable the owners to abstract water therefrom at the said points for the purposes referred to in the said paragraph Provided always that the Company shall not be required under this subsection to enlarge or increase in any way the sources from which the Company obtain water at the date of the passing of this Act for the supply of the eastern portion of the canal ;

(*b*) The Company shall not at any time raise any objection to the owners abstracting from the eastern portion of the canal free of charge either at the same points in the said portion (marked C and D on the signed plan) and in the same manner as heretofore or at such other points in the said portion above the lock marked G on the signed plan and in such other manner as may from time to time be reasonably required by the owners such quantities of water as may from time to time be required by the owners for use for any of the purposes of the Butterley Iron Works or the Codnor Park works of the owners or either of those works Provided that the owners shall return to the canal after such use in no more polluted condition than as so abstracted substantially the whole of the water so abstracted either at the same points in the said portion of the canal and in the same manner as heretofore or at such other points therein or manner as may from time to time be agreed between the Company and the owners or as failing agreement may be determined by arbitration under this section Provided that if the return of the said water at any such other points or manner shall involve additional expense to the Company the amount thereof shall be repaid to the Company by the owners The Company shall at all times afford to the owners all necessary facilities for such return :

(3) The Company shall at all times maintain and keep in sufficient repair to the reasonable satisfaction of the owners the Butterley and Codnor Park reservoirs of the Company shown on the signed plan and thereon respectively coloured purple and red and shall not at any time appropriate divert or otherwise interfere with the flow of any of the streams springs or waters which at the date of the passing of this Act flow into the said reservoirs respectively :

(4) If for any reason any part of the eastern portion of the canal shall be in such a condition as to be prejudicial to health or a nuisance whether by reason of silting accumulation of mud or any other cause such condition or nuisance shall be a statutory nuisance for the purposes of Part III of the Public Health Act 1936 and the owners may in addition to the county council of the administrative county and the local authority of the district in which the said portion is situate enforce the provisions of the said Part III in respect of this subsection Provided that in the case of such a condition or nuisance being alleged nothing in this subsection shall be deemed to impose any liability on the Company or any person unless the condition or nuisance arises or continues by the act or default of the Company or such person as the case may be :

(5) Any difference or dispute which may arise between the Company on the one hand and the owners on the other hand under subsections (1) (2) and (3) of this section shall be determined by an arbitrator to be agreed upon between the respective parties to such difference or dispute or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration :

For protection of Huddersfield Corporation.

28. For the protection of the mayor aldermen and burgesses of the borough of Huddersfield (in this section referred to as " the corporation " and " the borough " respectively) the following provisions unless otherwise agreed in writing between the corporation and the Company shall apply and have effect :—

(1) (*a*) the Company shall not after the passing of this Act enter into any further obligation or agreement to supply water from the retained canal to any person within the water limits of the Huddersfield Corporation without the consent in writing of the corporation which shall not be withheld unreasonably ; and

(*b*) nothing in section 3 (Closing of canals) of this Act shall prejudice or affect the operation of section 19 of the Huddersfield Corporation Waterworks Act 1890 : 53 & 54 Vict. c. cxv.

(2) Except in so far and for so long as any part of the retained canal is used as a feeder for the transferred canals no land in the borough forming part of the retained canal or at present belonging to the Company and adjacent to that canal shall be developed and no buildings or works in the borough shall be erected or executed in contravention of any of the requirements or restrictions

imposed by or under any enactment as to the erection placing or making of buildings erections or excavations or the construction formation or laying out of means of access to or from any road or as to the submission of plans and specifications or the giving of notices to any authority or in contravention of any provision contained in a scheme made under the Town Planning Act 1925 or the Town and Country Planning Act 1932 or any enactment repealed by either of those Acts :

15 & 16 Geo. 5. c. 16.
22 & 23 Geo. 5. c. 48.

(3) In their application to so much of the retained canal as is situate in the borough and is not for the time being used as a feeder for the transferred canals—

(*a*) Sections 15 and 119 of the Public Health Act 1936 shall be read and have effect as if section 333 of that Act had not been enacted ;

(*b*) Section 22 of the Electricity (Supply) Act 1919 and section 11 of the Electricity (Supply) Act 1922 shall apply as if the retained canal were not a canal or inland navigation and any enactments (whether passed or to be passed) authorising the laying by a local authority of sewers drains and mains and apparatus in connection with the supply of gas water or electricity in through or over lands shall apply to the retained canal in all respects as if that canal was not a canal or inland navigation :

(4) (*a*) The corporation may by means of the procedure referred to in paragraph (*b*) of this subsection purchase compulsorily any part of the retained canal for the purpose of constructing a new street or road or widening or improving any street or road for the time being vested in them Provided that the purchase under the provisions of this subsection of any part of the retained canal which is for the time being used as a feeder for the transferred canals shall be subject to such easement or right as may be necessary to enable the Company to maintain and use such feeder ;

23 & 24 Geo. 5. c. 51.

(*b*) The provisions of section 161 of the Local Government Act 1933 (in this section referred to as " the Act of 1933 ") shall have effect with respect to the compulsory purchase of land by the corporation under this section as if this Act were a public general Act passed after the commencement of the Act of 1933 but that section shall for all purposes have effect as if for the purposes of this section paragraph (*c*) of section 179 of that Act were inapplicable to a compulsory purchase order made under or by virtue of this section ;

(*c*) The provisions of this subsection shall apply to any part of the retained canal which may be sold leased exchanged or otherwise disposed of by the Company to

any person or to any statutory undertakers as defined by the Act of 1933 unless such sale lease exchange or other disposition was carried into effect as a result of compulsory purchase powers expressly conferred on the purchaser.

For protection of Colne Valley mill owners.

29.—(1) Nothing in this Act shall release the Company from any obligations to which they are subject under the provisions of the Huddersfield Narrow Canal Act 1794 from section 7 (Requiring reservoirs to be made sufficient to contain 20,000 locks of water) to section 21 (How the waters shall be conveyed from the reservoirs into the canal) (both sections inclusive) and section 13 (Altering the mode of drawing water from the reservoirs in certain cases) of the Huddersfield Narrow Canal Act 1806 for the benefit and protection of the owners and occupiers of mills on the river Colne and its tributaries except as hereinafter in this section provided.

(2) The provisions of section 15 (For repairing damage done to channels and works made for the preservation of the mill waters) and section 21 (How the waters shall be conveyed from the reservoirs into the canal) of the said Act of 1794 shall have effect as if all references therein to any agent or agents of the Company included references to the Company and the Company shall have and be subject to the like powers and obligations as are conferred or imposed on any agent or agents of the Company by those sections and shall be subject to the like penalties as are imposed on agents of the Company by the said section 15 as amended by this section.

(3) Any notice which may be given or left under the said section 15 by the owner or occupier of any mill on the river Colne or any of its tributaries may be given or left by the Colne Valley Water Mill Owners' Association.

(4) The said section 15 is hereby amended by the repeal of the words from " any sum not exceeding five pounds " to the end of the section and the substitution therefor of the words " to any " one (but not more than one) of the owners or occupiers of a mill " affected thereby who shall sue for and recover the same a sum " not exceeding five pounds for each and every day during such " refusal or neglect until such channel or watercourse reservoir " bank gauge weir or other work as aforesaid shall be regulated " and repaired and shall in addition make compensation for any " loss damage or injury sustained by such owners or occupiers or " any of them."

(5) The said association shall be deemed to be a person interested in the waters of the river Colne or its tributaries for the purposes of section 16 (Persons interested in the waters liable to be affected by the canal to have access to the works) of the said Act of 1794.

(6) The Company shall give to the said association not less than two clear days' notice except in case of flood of their intention to operate pursuant to section 21 of the said Act of 1794 the shuttles or sluices used as outlets from the Redbrook reservoir or the March Haigh reservoir or as inlets to the Tunnel End reservoir.

For protection of Minister of War Transport.

30. For the protection of the Minister of War Transport (in this section referred to as " the Minister ") the following provisions unless otherwise agreed in writing between the Minister and the Company shall notwithstanding any other provisions of this Act apply and have effect :—

(1) In this section—

" date of vesting " means the first day of April one thousand nine hundred and forty-five ;

" canal " means any of the closed canals and includes the feeders thereto ;

" bridge " includes the approaches to the bridge so far as such approaches are on land belonging to the Company and the road on such bridge and approaches :

(2) On and from the date of vesting every bridge carrying a trunk road over the canal shall together with the sites of the abutments of such bridge vest in the Minister and be and become a trunk bridge and a trunk road :

(3) On and from the date of vesting the maintenance of the approaches situate elsewhere than on land belonging to the Company of any bridge carrying a trunk road and the works in connection therewith which the Company at the date of the passing of this Act are liable to maintain shall be transferred to the Minister :

(4) The Minister shall on and from the date of vesting be responsible at his own cost and expense in all things for the repair maintenance and renewal of the bridges vested in him as aforesaid as well as of any such approaches and works as are referred to in subsection (3) of this section and the Company shall on and from the date of vesting be released from all liability cost and expense in connection therewith Provided that this subsection shall not impose upon the Minister any greater obligations or liabilities than those to which he is or may be subject as a highway authority :

(5) The Company shall on or before the date of vesting or in default of agreement immediately after the award of an arbitrator pay to the Minister in respect of such bridges approaches and works as aforesaid such sum of money in consideration of the Company being relieved of their obligations in regard to the maintenance thereof as may be agreed or in default of agreement settled by arbitration in pursuance of this section :

(6) The Minister shall indemnify and keep indemnified the Company from and against all claims demands actions proceedings damages costs and expenses in respect of the failure by the Minister subsequent to the date of vesting to comply with his obligations as to the repair and maintenance of any such bridges approaches and works as aforesaid:

(7) The Minister shall be entitled to widen improve realign lower or otherwise deal with the bridges vested in him as aforesaid or to substitute therefor solid embankments or roadways of such width as he may require and the Company shall if and when required in writing so to do by the Minister grant to the Minister upon the terms in subsection (12) of this section defined such easements in perpetuity in and over the bed or banks of the canal and other the land and property of the Company held by them as part of their canal undertaking at or adjoining or in the near neighbourhood of the said bridges as the Minister may reasonably require for any such purpose together with the right to the Minister his contractors agents workmen and servants to enter upon the property of the Company so far as may be necessary for the purposes of this subsection:

(8) Such grant or grants of easement shall contain terms and conditions covenants and agreements by the Minister to make and maintain such culverts and openings as are hereinafter mentioned and also to make such access to and on both sides of the said embankments or roadways as may be reasonably required to enable the employees of the Company to pass and repass with or without a vehicle to and from the towpath on either side of such embankments or roadways:

(9) In the execution of any such works as are referred to in this section the Minister shall not do any act matter or thing which will interfere with or restrict the free passage of water along the canal under any of the said bridges or widened or improved bridges or under or through any embankment or other work referred to in subsection (7) of this section without the previous consent in writing of the Company and the catchment board of the catchment area in which such bridge embankment or other work as aforesaid is situate and shall make and maintain such culverts or openings through any such bridge embankment or other work as aforesaid if and when constructed as may be reasonably required by the Company and the catchment board of the catchment area in which any such bridge embankment or other work is situate for the purpose of ensuring the free passage of water along the canal but the Minister shall not be liable to keep the

said culverts or openings free from obstruction other than obstruction due to want of repair of the embankments roadways culverts openings or other works as aforesaid :

(10) The said culverts and openings shall be constructed in accordance with drawings and specifications to be previously approved in writing by the engineer of the Company and the engineer of the catchment board of the catchment area in which such culverts and openings are situate and to the reasonable satisfaction of the said engineers :

(11) The Minister shall from time to time repay to the Company any additional expense in maintaining the canal reasonably incurred by them by reason of any alteration of any of the said bridges made in pursuance of the provisions of this section :

(12) Where the Minister requires an easement across the canal or over any other land of the Company owned by them as part of their canal undertaking under subsection (7) of this section for the purpose of reconstructing a bridge or constructing an embankment either in the line of the road as it exists at the date of the passing of this Act or (where in the past a road has been diverted to cross the canal on the square) in a new position reasonably desired by the Minister such easement so far as it does not exceed a width of twenty-five feet and such further width as is necessary for the construction of an embankment for supporting such road shall be granted without any payment or other consideration or legal costs but otherwise in so far as such easement is over other land of the Company owned by them as part of their canal undertaking shall be for such payment or other consideration as shall be determined failing agreement by arbitration :

(13) Nothing in this Act shall prejudice or affect any right of the Minister to discharge into the canal the surface water drainage from any trunk road :

(14) If any difference or dispute shall arise between the Minister and the Company or the catchment board of a catchment area and the Company under this section (other than any difference as to the construction or meaning thereof) the same shall be determined by an arbitrator to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

For protection of Cheshire Rivers and other catchment boards.

31. For the protection of the Cheshire Rivers Catchment Board the River Severn Catchment Board the River Trent Catchment Board the River Dee Catchment Board the Rivers Mersey and Irwell Catchment Board the North Lonsdale Rivers Catchment Board and the River Ouse (Yorks) Catchment Board (each of which boards is in relation to its catchment area referred to in this section as " the catchment board ") the following provisions shall unless otherwise agreed in writing between the catchment board and the Company and notwithstanding any other provision of this Act have effect :—

(1) (*a*) The Company shall to the reasonable satisfaction of the catchment board so maintain the closed canals (excluding the closed part of the Ashby Canal) and the adjacent watercourses that the use of the portion or portions thereof within the catchment area as an efficient part of the land drainage system of the catchment area to the extent to which the closed canals or the adjacent watercourses were immediately before the passing of this Act so used shall not be impaired ;

(*b*) The Company may with the consent of the catchment board (which consent shall not be unreasonably withheld) substitute for any such canal or watercourse or portion or portions thereof reasonably suitable alternative provision for the purpose of land drainage :

(2) The Company at their own expense shall maintain all boundary fences existing and maintainable by them at the date of the passing of this Act between any of the closed canals and any lands (including any highway) adjoining such canal and shall also construct and maintain proper and sufficient fences between any of the closed canals and any lands (including any highway) adjoining such canal if it shall become necessary for preventing danger to cattle or the straying of cattle in consequence of a sufficient depth of water not being maintained in any of the closed canals :

(3) (*a*) The Company shall not cause or (except for any cause beyond their control) permit the level of the water in any part of any of the closed canals (excluding the closed part of the Ashby Canal) to be reduced below that of the top of the overflow weir in any such part without the consent (which may be given with or without conditions) of the Minister of Agriculture and Fisheries and in deciding whether to give or withhold his consent the Minister shall take into consideration the requirements of the owners lessees or occupiers of any lands for water from the closed canals for use on such lands for domestic or agricultural purposes ;

(*b*) Subject to the provisions of this subsection but notwithstanding any other provision of this Act the

owner lessee or occupier of any land or premises in respect of which use has been made of water from any of the closed canals (excluding the closed part of the Ashby Canal) before the passing of this Act for watering cattle and farm animals or for any agricultural or domestic purpose shall be entitled at all times after the passing of this Act to continue such use but subject (where such use is being made in pursuance of an agreement in force at the date of the passing of this Act) to such of the terms of such agreement as are not inconsistent with the foregoing provisions of this section :

(4) Any difference or dispute which may arise between the Company and the catchment board under this section shall be determined by an arbitrator to be agreed upon between the parties or failing such agreement to be appointed on the application of either of the parties (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

Extension of section 31 of London Midland and Scottish Railway Act 1933.
8 & 9 Vict. c. 18.
23 & 24 Geo. 5. c. xxxiii.

32. The provisions in any Act relating to any canal belonging to the Company similar to sections 127 to 131 (inclusive) of the Lands Clauses (Consolidation) Act 1845 shall cease to apply to any land which is now vested in the Company and the powers contained in subsection (3) of section 31 (Power to hold sell or otherwise dispose of lands) of the London Midland and Scottish Railway Act 1933 shall be extended accordingly.

Vesting of transferred canals in navigation company.

33.—(1) On the date of transfer the transferred canals shall by virtue of this Act be transferred to and become vested in the navigation company subject to the provisions of section 37 (Agreements &c. to be binding upon navigation company) of this Act but freed and discharged (except as in this Act otherwise expressly provided) from all mortgages charges and liens and from all debts liabilities and financial obligations of the Company which shall be subsisting at the date of transfer and subject to the exceptions reservations and other rights set forth in the First Schedule to this Act and also subject to all obligations of the Company in regard to the transferred canals and to all rights and privileges of other parties in relation thereto but with the benefit of any rights of the Company in relation thereto except as in this Act otherwise expressly provided.

(2) On the date of transfer the navigation company shall pay to the Company the sum of four thousand pounds as the consideration for the transfer to and vesting in the navigation company of the transferred canals by subsection (1) of this section.

Outgoings and receipts in respect of transferred canals.

34.—(1) The Company shall pay and discharge all debts liabilities and outgoings which shall have become payable by them before or accrued due from them up to the date of transfer in respect of the transferred canals and shall be entitled to all rents and other sums of money including any tolls rates or charges which shall have become payable to them before or accrued due to them up to the date of transfer in respect of the transferred canals.

(2) The navigation company shall pay and discharge all debts liabilities and outgoings and be entitled to all rents and other sums of money which shall become payable or accrue due on and after the date of transfer in respect of the transferred canals.

(3) The outgoings and receipts in this section referred to shall include the part payable or receivable in respect of the transferred canals of any contributions or payments payable or receivable under the War Damage Act 1943 and of any similar contributions or payments payable or receivable under any other Act applicable to the Company or the navigation company whether passed before or after the passing of this Act and all such contributions and payments shall for the purposes of this section be deemed to have accrued from day to day throughout the risk period as defined in subsection (1) of section 1 of the said Act of 1943. 6 & 7 Geo. 6. c. 21.

(4) For the purpose of giving effect to the foregoing provisions of this section any such debts liabilities outgoings rents and sums of money shall when necessary be apportioned between the Company and the navigation company by agreement or failing agreement by an accountant to be agreed between the parties or failing such agreement to be appointed by the Minister of War Transport on the application of either party after notice in writing to the other of them.

(5) All rents and other like sums of money which at the date of transfer are due or payable or accruing due to the Company in connection with the transferred canals shall notwithstanding anything in this Act or the transfer to the navigation company of the transferred canals pursuant to section 33 (Vesting of transferred canals in navigation company) of this Act continue to be due or payable or accruing due and may be collected and recovered—

(*a*) by the Company if the same shall have become payable before the date of transfer; and

(*b*) by the navigation company if the same shall become payable on or after that date.

Actions &c. not to abate.

35. If at the date of transfer any action arbitration or proceeding is pending or existing by against or in favour of the Company in respect of the transferred canals the same shall not abate or be discontinued or in any wise be prejudicially affected by reason of anything in this Act and may be continued prosecuted or enforced by against or in favour of the Company as if this Act had not been passed.

Books &c. to be admitted as evidence.

36. All books and documents which if this Act had not been passed would have been evidence for or against the Company in respect of any matter relating to the transferred canals shall after the date of transfer be admitted in evidence in respect of the same or the like matter for or against the navigation company and any such books and documents in the possession of the Company shall be included in the transfer subject to the exceptions set forth in the First Schedule to this Act.

Agreements &c. to be binding upon navigation company.

37. All agreements contracts leases conveyances deeds of grant of rights or easements and other instruments legally made entered into or granted by or with the Company or the predecessors in title of the Company and in force at the date of transfer and relating to or in so far as they relate to the transferred canals shall on and after the date of transfer (subject to the exceptions set forth in the First Schedule to this Act) be as binding and of as full force and effect in every respect in so far as aforesaid against or in favour of the navigation company and be enforceable as fully and effectually as if instead of the Company or the predecessors in title of the Company (as the case may be) the navigation company had been a party thereto.

Application to transferred canals of certain provisions of navigation company's Acts.

38. On and after the date of transfer the sections of the Calder and Hebble Navigation Acts 1768 to 1931 hereinafter mentioned shall so far as applicable extend and apply to the transferred canals as if—

(i) the transferred canals were part of the undertaking of the navigation company authorised by those Acts;

(ii) the Huddersfield Broad Canal and the portion of the Huddersfield Narrow Canal vested in the navigation company by this Act were part of the navigation or canal and cuts authorised by those Acts; and

21 & 22 Geo. 5. c. x.

(iii) the expression "the existing Acts" in the Calder and Hebble Navigation Act 1931 included the sections of the Huddersfield Broad Canal Act 1774 and the Huddersfield Narrow Canal Acts which under the next succeeding section of this Act will apply to the navigation company.

The sections of the said Acts of 1768 to 1931 above referred to are—

9 Geo. III. cap. 71.

Calder and Hebble Navigation Act 1768—

Sections 37 48 49 50 51 53 57 58 63 64 73 and 75;

4 Will. IV. c. xii.

Calder and Hebble Navigation Act 1834—

Sections 27 29 30 31 32 33 and 38;

Calder and Hebble Navigation Act 1931—

Sections 3 6 7 13 and 14;

and section 73 (Vessels lying so as to obstruct the navigation to be removed &c.) of the said Act of 1768 shall apply to any boat or vessel placed in Cooper's Bridge dam in the River Calder so as to obstruct the passage of any boat or vessel coming into or out of the

Huddersfield Broad Canal in like manner and to the like extent as the section applies to any boat or vessel placed in any river forming part of the Calder and Hebble Navigation so as to obstruct the navigation thereof.

Application to navigation company of certain provisions of Huddersfield Canal Acts.

39.—(1) On and after the date of transfer such of the provisions of the Huddersfield Broad Canal Act 1774 as shall be in force immediately before that date except the sections mentioned in Part I of the Second Schedule to this Act shall have effect as if all references therein to Sir John Ramsden baronet his heirs and assigns or to Sir John Ramsden baronet his heirs or assigns were references to the navigation company.

(2) On and after the date of transfer such of the provisions of the Huddersfield Narrow Canal Acts as shall be in force immediately before that date and apply to the portion of the Huddersfield Narrow Canal which forms part of the transferred canals except the sections mentioned in Part II of the said Second Schedule shall have effect in relation to the said portion of the Huddersfield Narrow Canal (but not further or otherwise) as if all references therein to the company incorporated by the Huddersfield Narrow Canal Act 1794 were references to the navigation company Provided that so much of section 1 of that Act of 1794 as conferred on the company incorporated by that Act powers to supply the Huddersfield Narrow Canal with water and to make reservoirs and supply such reservoirs with water and to make machines soughs and other works for supplying the said canal and reservoirs with water and for conveying water from such reservoirs to the canal shall not apply to the navigation company;

(3) On and after the date of transfer the navigation company to the exclusion of the Company shall have the like powers and be subject to the like restrictions and obligations in relation to the transferred canals as were conferred or imposed upon the former London and North Western Railway Company by section 68 (Providing for supply of water from Company's canal for certain purposes) of the London and North Western Railway (New Lines and Additional Powers) Act 1875 as amended by section 19 (As to supply of water from Huddersfield Canal) of the Huddersfield Corporation Waterworks Act 1890.

38 & 39 Vict. c. clii.

53 & 54 Vict. c. cxv.

(4) Nothing in this Act shall prejudice or affect the rights conferred on any person by section 69 of the Huddersfield and Manchester Railway and Canal Act 1845 but from and after the date of transfer any payment to be made in pursuance of that section in respect of water drawn from any part of the transferred canals shall be made to the navigation company instead of to the company therein referred to.

8 & 9 Vict. c. cv.

Repeal of certain provisions of Huddersfield Canal Acts.

40. The sections of the Huddersfield Broad Canal Act 1774 set forth in Part I of the Second Schedule to this Act so far as not already repealed shall on the date of transfer be repealed and the sections of the Huddersfield Narrow Canal Acts set forth in Part II

of the said Second Schedule shall cease to apply to the part of the Huddersfield Narrow Canal vested in the navigation company by this Act and shall not apply to the navigation company.

Tolls and charges.

41.—(1) On and after the date of transfer the transferred canals shall for the purposes of tolls and charges be deemed to be part of the Calder and Hebble Navigation and accordingly—

(*a*) the Canal Tolls and Charges No. 3 (Aberdare &c. Canals) Order 1894 (scheduled to and confirmed by the Act 57 & 58 Vict. c. cxcviii) so far as it relates to the Calder and Hebble Navigation and as amended by the Calder and Hebble Navigation Act 1931 shall apply to the transferred canals; and

21 Geo. 5. c. x.

(*b*) the Canal Tolls and Charges No. 1 (Canals of the Great Northern and certain other Railway Companies) Order 1894 (scheduled to and confirmed by the Act 57 & 58 Vict. c. cxcvi) shall cease to apply to the transferred canals.

(2) On and after the date of transfer section 5 (Revision of tolls and charges) of the said Act of 1931 shall apply to the tolls and charges leviable under subsection (1) of this section in respect of the transferred canals as if those tolls and charges were authorised tolls within the meaning of that Act.

Power to navigation company to apply funds.

42. The navigation company may apply for the purposes of the transferred canals to which capital is properly applicable any money which under any of the Calder and Hebble Navigation Acts 1768 to 1931 they are authorised to raise whether by shares or stock or borrowing and any other funds or capital money belonging to them.

Application of navigation company's byelaws.

43. All byelaws and regulations relating to or affecting the undertaking of the navigation company and in force immediately before the date of transfer shall on and after the date of transfer and so long as those byelaws and regulations continue in force extend and apply to the transferred canals so far as applicable thereto.

Short and collective titles of Huddersfield Canal Acts.

44. The Acts respectively defined in section 2 (Interpretation) of this Act as the Huddersfield Broad Canal Act 1774 the Huddersfield Narrow Canal Act 1794 the Huddersfield Narrow Canal Act 1800 and the Huddersfield Narrow Canal Act 1806 may for all purposes be cited respectively by those respective titles and collectively as the Huddersfield Canal Acts 1774 to 1806.

Provision as to general railway Acts.

45. Nothing in this Act contained shall exempt the Company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act or from any

future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Extent of Act.

46. This Act shall not extend to Scotland or Northern Ireland.

Costs of Act.

47. 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.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

EXCEPTIONS AND RESERVATIONS AND RIGHTS.

1. All books and other documents whatsoever of the Company concerning or relating to the retained canal or to any other property of the Company not included in the transfer but subject to the navigation company being allowed access thereto at all reasonable times and to make copies thereof and the same covenants shall be implied by the Company in relation to such documents as would be implied in a conveyance by an acknowledgment of the right of production and to delivery of copies and an undertaking for safe custody.

2. All existing bridges and the land required for the widening thereof and all drains channels sewers and other works over under or along the transferred canals used by the Company for railway purposes or in connection with any railway work of the Company.

3. Full and free right and liberty to enter upon the transferred canals or any part thereof for the purposes of the maintenance use repair renewal widening alteration or reconstruction of the works in paragraph 2 hereof mentioned doing as little damage as reasonably practicable and making good any such damage.

4. Full and free right of passage and running of water from all neighbouring lands buildings and premises of the Company through or into the transferred canals by means of all existing drains channels and sewers.

5. The Company shall be entitled to discharge surplus water into the transferred canals from whatever source such water may be derived including water from the retained canal or from any feeders or reservoirs connected therewith or from any adjoining property of the Company but so far as such water is under their control not so as thereby to cause silting of the transferred canals or scouring or flooding or so as materially to increase the level of the water in the transferred canals or the volume of water proceeding down them.

6. The Company shall give (except in case of emergency) twenty-one days' notice in writing to the navigation company before entering upon the property of the navigation company pursuant to paragraph 3 hereof.

7. The Company will indemnify the navigation company against any loss or expense suffered or incurred by them in consequence of the exercise by the Company of their rights under paragraphs 3, 4 and 5 hereof Provided always that the navigation company shall so far as is reasonably practicable take all steps and exercise all powers which they may possess (whether statutory or otherwise) to reduce such loss or expense.

THE SECOND SCHEDULE.

PART I.

HUDDERSFIELD BROAD CANAL ACT 1774.

All sections from and including that of which the marginal note is set out in the first column to and including that of which the marginal note is set out in the second column—

Rate of tonnage	Navigation to be free on payment of the rates.
For ascertaining the rates of wharfage.	Penalty on maliciously and wantonly drawing cloughs.

and the section of which the marginal note is—

Sir John Ramsden's trustees to carry this Act into execution during his minority.

PART II.

HUDDERSFIELD NARROW CANAL ACT 1794.

All sections from and including that of which the marginal note is set out in the first column to and including that of which the marginal note is set out in the second column—

For making a lock at the junction of this canal with Sir John Ramsden's canal.	For securing to Sir John Ramsden a compensation for any damage occasioned to his income by the decrease of the warehousing and wharfage of goods in his warehouses or on his wharfs.
Proprietors to raise money amongst themselves.	Masters to recover back from their servants any sums paid for their neglect or default.

and the sections of which the respective marginal notes are—

Rates of tonnage on private wharves.
Company of proprietors or committee to regulate the navigation.
Boats sunk to be weighed up.
To compel payment of subscriptions.
For indemnifying certain other navigations.
For securing the said indemnifications.

HUDDERSFIELD NARROW CANAL ACT 1800.

All sections from and including that of which the marginal note is set out in the first column to and including that of which the marginal note is set out in the second column—

Company may raise by calls 20£ per share to be applied in payment of their debts &c.	Proprietors to have a vote for every share not exceeding ten in person and ten by proxy.
Company empowered to resell land on chief rents or absolutely copyhold lands may be surrendered.	The words grant bargain and sell to operate as covenants for title.

and the section of which the marginal note is—

Expenses of obtaining this Act How to be paid.

HUDDERSFIELD NARROW CANAL ACT 1806.

All sections from and including that of which the marginal note is set out in the first column to and including that of which the marginal note is set out in the second column—

Enabling the Company to raise 100,000£ in addition to the several sums they are authorised to raise by the said Acts.	The Company not to sue for calls on forfeited shares.

and the sections of which the respective marginal notes are—

Additional rate of 1s. 6d. per boat to be collected for passing the tunnel on the summit level.

Altering the mode of ascertaining the tonnage of timber and other goods.

Fixing the hundredweight at 112 lb.

One part of an assignment of shares to be sufficient.

Proprietors to have a vote for every share not exceeding 20 in person and 20 by proxy.

Expenses of obtaining this Act how to be paid.

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