



CHAP. clv.

An Act to authorise the Sale of the Property of the Bradford Canal Company. A.D. 1871.
[24th July 1871.]

WHEREAS an Act was passed in the year 1770 (being the eleventh year of the reign of King George the Third), 11 G. 3. c. .
(1770). “for making a navigable cut or canal from Bradford to join the Leeds and Liverpool Canal at Windhill in the township of Idle in the county of York,” whereby the Company of Proprietors of the Bradford Navigation were incorporated, and were authorised to make the canal described in the title to the Act, and to raise for that purpose a capital in the first instance of 6,000*l.*, and if that should be insufficient an additional capital of 3,000*l.* for the purpose of making and completing the said canal; and by an Act passed in the forty-second year of the same reign certain estates acquired by the Company were vested in trustees for their benefit:

And whereas by the said Act of 1770, the Company were authorised “to supply the said cut or canal, while the same shall be making and when made, with water from such springs, soughs, brooks, drains, streams, and watercourses as shall be found in making the said cut or canal, and from such springs, brooks, soughs, streams, drains, and watercourses running into a brook called Bowling Mill Beck, as shall be found within the distance of 2,000 yards of Hoppy Bridge, and also to make such reservoirs as should be found necessary for the purposes of the said cut or canal, within the said distance, for the more convenient supplying the said canal with water:”

And whereas in pursuance of the said powers the Company constructed their canal, and used for the purposes thereof Bradford Beck, which receives the waters of Bowling Mill Beck, and the Company maintained the canal for nearly a century for the use of the public:

And whereas the Bradford Beck, which is the only source from which the Company had power to supply the upper part of their

A.D. 1871. canal with water, became so polluted by the sewage of the town of Bradford, and of the manufactories which abound therein and in its neighbourhood, that the water in the said canal became a public nuisance, and the Company were indicted for the use thereof, and judgment was unanimously given against them by the Court of Queen's Bench, in the month of June 1865, and notice of appeal against this judgment having been given by the Company, an injunction was obtained on the 16th day of March 1866, from the High Court of Chancery, at the suit of the Attorney General, restraining the Company "from diverting into the canal " or allowing to pass into the same, or collecting or keeping or " continuing therein, any filth, sewage, or polluted matter or water, " so as to be a public nuisance," but the said injunction was not to take effect till the 8th day of November 1866, which period was afterwards extended to the 1st day of May 1867; but inasmuch as the Bradford Beck remained at the latter date polluted, and the Company had as aforesaid no statutory power to supply their canal with water, and had no funds wherewith to procure such supply from any other source, the canal was on that day closed, and the bed thereof has become practically dry, and the Company have ceased to carry on business as a canal company:

Canal closed
1st May
1867.

And whereas the said canal is not connected at Bradford with any other navigation:

Upper part
of canal in
town of
Bradford.

And whereas the upper part of the said canal, which at the time of the formation thereof was outside the town, is now nearly in the centre of Bradford, and interrupts the communication between the streets, and it is essential to the health and convenience of the inhabitants of Bradford that so much of the canal as lies between the commencement thereof in the town of Bradford and the north side of the bridge over the canal at the end of North Brook Street in the town of Bradford, should not again be used as a canal or basin:

Lower part.

And whereas the said canal terminates by a junction with the Leeds and Liverpool Canal at Shipley, and certain owners of quarries and other property on or near the banks of the canal have entered into contracts with the Company, subject to the authority of Parliament, for the purchase and for the maintenance as a canal of that part of the canal which is situate between the upper part of the canal, as herein-after defined, and the Leeds and Liverpool Canal, and which part is herein-after referred to as the "lower part of the canal," and it is expedient that such contracts be confirmed:

Order to
wind up
Company,
21st March
1870.

And whereas upon petition to the High Court of Chancery of England it was ordered by the said court on the 21st day of March 1870, that the Company should be wound up by the court under the provisions of "The Companies Acts, 1862 and 1867:"

And whereas doubts having arisen whether the powers conferred by the said Acts are sufficient to authorise the abandonment of the Company's undertaking and the sale of their property therein or connected therewith, upon the application of the official liquidator of the Company, a further order of the said Court of Chancery was made on the 6th day of August 1870, whereby it was ordered "that the official liquidator of the said Company shall be at liberty to apply for and do all things necessary for the obtaining an Act of Parliament authorising him to sell and transfer the lower part of the canal the property of the Company to certain parties, or to any parties who are willing to purchase the same for the purpose of maintaining such lower part as a canal, and to transfer to such purchasers all such rights and powers as may be necessary for maintaining such lower part as aforesaid as are contained in the Acts of Parliament under which the Company was formed, and as heretofore carried on business, and to close, and when closed to sell and dispose of the upper part of the said canal and all other the property of the Company not sold to the purchasers of the said lower part of the said canal, either in entirety or in such lots and in such manner as the official liquidator may deem most expedient, free from all rights of way and other rights and easements now or heretofore enjoyed by the public or any persons whomsoever over and upon the said upper part of the said canal and its banks, or any other property belonging to the Company:"

A.D. 1871.
 Leave of court to introduce bill for sale.

And whereas on the same 6th day of August 1870, upon the application of the said official liquidator, a further order of the said court was made, whereby, after reciting that the judge to whose court the matter of the said winding-up was attached had approved of a certain draft contract submitted to him (a copy whereof is contained in the schedule to this Act), it was ordered "that the said official liquidator be at liberty to affix the seal of the above-named Company to a contract in conformity with the said draft contract:"

Contract for sale of lower part approved by court.

And whereas doubts having arisen whether the terms of the first-mentioned order of the 6th of August 1870, were sufficient to authorise the said official liquidator to promote this Bill, a further order of the said court was made on the 6th day of December 1870, on the application of the said official liquidator, whereby it was ordered "that the said order of the 6th day of August 1870 be and is hereby discharged; and it is ordered that the official liquidator shall be at liberty to apply for and do all things necessary for obtaining an Act of Parliament authorising him to sell and transfer the beds, banks, towing-paths, and lands, forming the lower part of the canal, the property of the above Company, being such part thereof as lies between a spot about forty-four

Amended order, dated 6th Dec. 1870.

A.D. 1871. “ yards northward of the north side of a bridge over the said canal,
 “ at the end of North Brook Street in Bradford, and the junction
 “ of the said canal with the Leeds and Liverpool Canal at Shipley,
 “ to Thomas Wood and certain other persons named in an order in
 “ the above matters, dated the 6th day of August 1870, whereby a
 “ certain contract marked A. therein referred to was approved, and
 “ which said Thomas Wood and others are willing to purchase the
 “ same for the purpose of maintaining such lower part as a canal,
 “ and to transfer to such purchasers all such rights and powers as
 “ may be necessary for maintaining such lower part as aforesaid as
 “ are contained in the Acts of Parliament under which the above
 “ Company was formed, and has heretofore carried on business, or
 “ to authorise the said Company, or the official liquidator in case of
 “ the forfeiture or other failure of the said contract, to close and
 “ keep closed and to sell and dispose of the said lower part of the
 “ canal and the banks and soil thereof free from any duty of
 “ maintaining the same as a navigation, to any corporation, com-
 “ pany, or person whom the court may approve, either in entirety
 “ or in such lots, in such manner, and subject to such terms and
 “ conditions as the official liquidator may deem most expedient,
 “ free from all rights of way and other rights and easements now
 “ or heretofore enjoyed by the public or any person whomsoever
 “ over and upon the said lower part of the canal and its banks,
 “ towing-paths, bridges, and appurtenances, and to enable any
 “ corporation, company, or person who may be approved by the
 “ court to become such purchasers of the lower part of the canal,
 “ or of any portion thereof, and to apply their corporate funds or
 “ capital to the payment of the purchase money, and to authorise
 “ the Company or the official liquidator to close and keep closed,
 “ and to sell and dispose of the upper part of the said canal, namely,
 “ so much thereof as lies between the commencement thereof in
 “ the town of Bradford and the said spot on the north side of the
 “ said bridge, together with all wharves, quays, lands, buildings,
 “ and works connected with the said upper part of the canal, and
 “ all other the property of the Company not sold to the purchasers
 “ of the said lower part of the said canal, freed from any duty of
 “ maintaining the same as a navigation, to any corporation, com-
 “ pany, or person whom the court may approve, and either in
 “ entirety or lots, and subject to such terms and conditions and in
 “ such manner as the official liquidator may deem most expedient,
 “ free from all rights of way and other rights and easements now
 “ or heretofore enjoyed by the public or any person whomsoever
 “ over and upon the said upper part of the said canal and its banks,
 “ or any other property belonging to the Company, and to enable
 “ any corporation, company, or person who may be approved by

“ the court to become such purchasers of the said upper part of
“ the canal, or other the property of the Company, or of any por-
“ tion thereof, and to apply their corporate funds or capital to the
“ payment of the purchase money :”

And whereas on the 8th day of December 1870, upon the appli-
cation of the said official liquidator, a further order of the said
court was made, whereby it was ordered “ that the draft of a Bill
“ to be submitted to Parliament for an Act to authorise the sale
“ of the property of the Bradford Canal Company, pursuant to the
“ said order of the 6th day of December 1870, be settled and
“ approved by the judge ;” and in pursuance of the said order the
chief clerk of the Vice Chancellor Malins made his certificate that
the draft of a Bill identified by his signature had been settled and
approved by the judge :

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Draft of Bill
approved by
court, 8th
Dec. 1870.

And whereas by an agreement bearing date the 12th day of April
1871, and made between the Company by the said official liquidator
of the one part, and the said purchasers of the other part, the Com-
pany agreed, subject to the authority of Parliament, to sell to the
purchasers “ the lower part ” of the canal, which expression it was
thereby declared should be considered to include all the lands,
tenements, and hereditaments of the Company lying between the
north side of North Brook Street Bridge aforesaid and the Leeds
and Liverpool Canal at Shipley, with all their respective rights,
easements, and privileges belonging thereto, and every part thereof :

And whereas on the 3rd day of March 1871, upon the application
of the said official liquidator, a further order of the said court was
made, whereby it was ordered “ that the said official liquidator be
“ at liberty to affix the seal of the above-named Company to a
“ contract, in conformity with the said draft contract,” being the
draft of the last-recited contract for sale, which was subsequently
executed, and dated the 12th day of April 1871, and is set forth
in the schedule to this Act :

And whereas it is expedient that subject to the provisions of this
Act the said orders should be carried into effect :

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

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

1. This Act may be cited for all purposes as “ The Bradford Canal
Act, 1871.” Short title.

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Interpreta-
tion of terms.

2. In this Act the expression "the Canal Company" means the Company of Proprietors of the Bradford Navigation :

The expression "the upper part of the canal" means so much of the bed and banks of the Bradford Navigation as lies between the commencement thereof in the town of Bradford and the north side of the bridge over the canal at the end of North Brook Street in Bradford, together with all the lands and wharves, warehouses, buildings, works, and property of the Canal Company, forming part of or connected with the said portion of the canal :

The expression "the lower part of the canal" means the remainder of the said canal, and the bed and banks and towing-paths thereof, and all other the lands, rights, easements, and privileges belonging to the Canal Company, between the north side of the said bridge and the termination of the canal, at its junction with the Leeds and Liverpool Canal :

The expression "the court" means the High Court of Chancery of England, and "order of the court" means any order made in the matter of "The Companies Acts, 1862 and 1867," and in the matter of the Canal Company :

The expression "the official liquidator" means the official liquidator for the time being acting under the orders of the court in reference to the winding up of the Canal Company under "The Companies Acts, 1862 and 1867" :

The expression "the purchasers" means the parties of the second part to the contracts contained in the schedule hereto, who are now incorporated and registered under "The Companies Acts, 1862 and 1867," as a company under the title of "the Bradford Canal Company, Limited."

Providing
for closing
and sale of
upper part
of canal.

3. It shall not be lawful to use the upper part of the canal or any portion thereof as and for a navigation or basin, but the Canal Company shall, with the leave of the court, and upon such terms and conditions as the court shall approve or prescribe, but subject to the provisions in this Act contained, close and keep closed, sell, and dispose of, and convey the upper part of the canal and such other portions of the Canal Company's property as are not included in the contract for sale of the lower part of the said canal, as hereinafter mentioned, in such manner, and either in entirety or in such lots, and at such time or times, and upon such terms or conditions as the official liquidator may deem most expedient, to any person or persons or to any corporation or company whom the court shall approve, free from all rights and easements now or heretofore enjoyed by the public, or any person or company whomsoever, in

and upon the said upper part of the canal and other the property of the Canal Company, not contracted to be sold as aforesaid, and the purchase money shall be assets of the Canal Company, and shall be subject to the orders of the court. A.D. 1871.

4. The contract for the sale of the lower part of the canal, dated the 3rd day of October 1870, being the same contract as is mentioned in the herein-before recited orders of the 6th day of August and the 6th day of December 1870, and the herein-before recited contract of the 12th day of April 1871, copies of which contracts are contained in the schedule to this Act, are hereby confirmed and made binding on the parties thereto, subject nevertheless to the provisions of this Act. And within six months after the passing of this Act the Canal Company shall deposit at the office of the clerk of the peace for the west riding of Yorkshire a plan showing the lands and property forming the said lower part of the canal and contracted to be sold to the purchasers, which plan shall be authenticated by the common seal of the Canal Company, and shall have annexed thereto a copy of this Act; and the provisions of the Act 1 Vict. cap. 83, "to compel clerks of the peace for counties and other persons to take the custody of such documents as shall be directed to be deposited with them under the standing orders of either House of Parliament," shall apply to such plan and to the custody thereof, in the same manner as though the said plan were one of the documents mentioned in the said Act. Confirming contracts as to lower part of canal.
7 W. 4. &
1 Vict. c. 83.

5. From and after the transfer to the purchasers of the lower part of the canal, all the powers heretofore enjoyed or exercised by the Canal Company with respect to the maintenance and use of the canal, subject nevertheless to such restrictions with respect to the use of the Bradford Beck as may be lawfully in force, and subject also to the conditions herein-after contained, together with the power of levying tolls in respect thereof, and exercise of the trade of carriers thereon, and the making and enforcing byelaws, rules, and regulations with respect to the canal, and all other powers, rights, and authorities vested in the Canal Company with respect to the said canal, together with all duties and obligations, whether with respect to the maintenance of works or otherwise, shall for the purposes of the lower part of the canal be vested in and exercised and enjoyed by and imposed on the purchasers as fully and effectually as though the purchasers had been the Company originally incorporated by the herein-before first-recited Act, and as though the lower part of the canal had originally constituted and had remained the sole undertaking of the Canal Company, and the powers granted to the Canal Company had been conferred for the purpose of such Transfer of powers to purchasers.

A.D. 1871. lower part alone, and the Canal Company shall be relieved and discharged from all such duties and obligations.

Altering
period of
purchase.

6. Without prejudice to the other conditions of the said contracts, the said contracts shall be read and construed as if the period within which the purchasers are required to make and complete a wharf or terminus on the land called the Limekilns, and to open the lower part of the canal for use and public traffic, had been therein stated as three years instead of two years.

Providing
for a for-
feiture of
contract.

7. If in pursuance of one of the stipulations of the said contracts the lower part of the canal shall be reconveyed by the purchasers to the Canal Company, or shall otherwise remain in or revert to the Canal Company by reason of any such default on the part of the purchasers as the said contract specifies, or if from any other cause or reason whatever the said contract shall not be carried into effect, the Canal Company shall within two months thereafter give notice thereof in writing to the Company of Proprietors of the Canal Navigation from Leeds to Liverpool, and to the Undertakers of the Navigation of the Rivers Aire and Calder respectively; and if within one year after the delivery of such notice the said Company of Proprietors and the said Undertakers, or either of them, shall intimate in writing to the Canal Company their desire to acquire and maintain as a navigation the lower part of the canal, and shall thereafter obtain authority from Parliament for the acquisition and maintenance thereof, jointly or otherwise, then the Canal Company and the purchasers shall convey or cause to be conveyed the lower part of the canal, including the land mentioned in the thirteenth sub-section of the provisions of this Act, with respect to the town of Bradford, as to be underleased to the purchasers to the said Company of Proprietors and the said Undertakers, or either of them, who may be authorised to acquire the same as aforesaid, on payment by the said Company of Proprietors and the said Undertakers, or either of them, to the Canal Company of the reasonable expense of such conveyance, and of the consideration money agreed to be paid by the purchasers, and which is hereby declared to be two thousand nine hundred pounds, or so much thereof as the Canal Company shall not have then received from the purchasers; and on payment to the purchasers of so much of the said consideration money as they shall have then paid to the Canal Company, together with such further payment on account of any improvements that may have been made by the purchasers or the Canal Company in or to the hereditaments so to be conveyed, as in default of agreement an arbitrator shall determine; but if no such authority as aforesaid shall be obtained from Parliament within four years from and after

the delivery of such notice by the Canal Company, then on the expiration of such four years the Canal Company or the official liquidator may, with the leave of the court, and upon such terms and conditions as the court shall approve or prescribe, but subject to the provisions of this Act, sell and convey the lower part of the canal, either as an entirety or in lots, to any person or persons or to any corporation or company whom the court shall approve, freed from all duty and liability to maintain the said lower part as a canal or navigation, and freed likewise from all rights of way heretofore enjoyed by the public over or upon the said lower part of the canal, and its bed, banks, towing-paths, locks, bridges, and appurtenances, but subject to any rights of way and other rights and easements to which any person or persons is or are entitled over, in, or upon the said lower part of the canal, and its beds, banks, towing-paths, locks, bridges, and appurtenances in respect of or as appurtenant to any hereditaments adjoining or near to the said canal.

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8. Provided that if the lower part of the canal shall become saleable under the provisions of this Act for any other purpose than a navigation, the channel or bed of the canal and the banks thereof, so far as the same are co-extensive with the estate of James Atkinson Jowett, shall be offered for sale to the said James Atkinson Jowett in the manner provided by "The Lands Clauses Consolidation Act, 1845," in the case of the sale of superfluous lands, and that the channel or bed of the canal and the banks thereof, so far as the same are co-extensive with the estate of Charles Booth Elmsall Wright, shall be offered to the said Charles Booth Elmsall Wright in the same manner, and that the channel or bed of the canal and the banks thereof, so far as the same are co-extensive with the intended station at Shipley of the Idle and Shipley Railway Company, shall be offered to that company or other the owners of the said railway in the same manner, and that the channel and bed of the canal and the banks thereof, so far as the same are co-extensive with the estate of Mr. George Henry Leather, shall be offered for sale to the said George Henry Leather in the same manner, and all the provisions of "The Lands Clauses Consolidation Act, 1845," relating to the sale of superfluous lands, shall apply to the sales herein-before directed to be made to the said James Atkinson Jowett and Charles Booth Elmsall Wright, and to the owners of the Idle and Shipley Railway, and to the said George Henry Leather respectively, so far as the same are applicable.

Certain lands to be offered to Mr. Jowett and others.

9. The owner or owners for the time being of the land and buildings near North Brook Street, now belonging to Mr. George Henry Leather, shall be at liberty to make any sewer or sewers from the

Providing for drainage, &c. of Mr. Leather's property.

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said land and buildings, or any part thereof, under the lower part of the canal, and the property of the said purchasers, into any sewer or sewers which may be made under the road mentioned in paragraph 12 of the provisions contained in this Act with respect to the town of Bradford, and to use and enjoy the said sewer or sewers firstly above named for the drainage of the said land and buildings, or any part thereof, such sewer or sewers firstly above named to be laid in such line or lines and at such level or levels as not to interfere with the proper working of the canal, and the time and manner of making, repairing, and cleansing such sewer or sewers firstly above named to be arranged to the satisfaction of the engineer to the purchasers, and subject to the observance of any law in force in the borough of Bradford for regulating drainage works: Provided always, that the said sewer or sewers firstly above named shall for ever hereafter be maintained by the said George Henry Leather, his heirs and assigns, in good repair, and that if in the construction, repairing, or cleansing of the said sewer or sewers firstly above named the said canal shall be so obstructed that boats navigating the same shall not be able to pass along the canal, then the said George Henry Leather, his heirs or assigns, shall pay to the purchasers all damages which such obstruction shall have occasioned.

Certain lands to be offered for sale to Mr. Leather.

10. The purchasers shall within six calendar months after the passing of this Act offer for sale to Mr. George Henry Leather of Bradford, manufacturing chemist, his heirs or assigns, the portion of their land extending from a point five yards distant from the north side of North Brook Street Bridge in a northwardly direction for a distance of sixty-two yards, such land being bounded on the east by the estate of the said George Henry Leather, and on the west by the said road agreed to be made by the Corporation of Bradford, and referred to in the said paragraph 12; and the amount to be paid by the said George Henry Leather, his heirs or assigns, to the purchasers of such land, in case the purchasers and the said George Henry Leather, his heirs or assigns, shall not agree, shall be determined by Mr. Joseph Smith, of Bradford, surveyor, or him failing, by arbitration in the manner provided by "The Lands Clauses Consolidation Act, 1845," and the decision of the referee, arbitrators, or umpire shall be binding on both parties, and the referee, arbitrators, or umpire shall have power to determine as to the manner and by whom the expenses of any such reference shall be borne.

Protecting the Leeds and Liverpool Canal from foul water.

11. The following provisions shall have effect for the protection of the canal navigation from Leeds to Liverpool, which is in this enactment referred to as the Leeds and Liverpool Canal:

(a.) The owners for the time being of the lower part of the canal shall not at any time cause or suffer any fetid or

offensive water to flow or pass thence into the Leeds and Liverpool Canal :

- (b.) If the said owners shall at any time cause or suffer any fetid or offensive water to flow or pass from the lower part of the canal into the Leeds and Liverpool Canal, they shall for every such offence forfeit and pay to the Company of Proprietors of the Canal Navigation from Leeds to Liverpool the sum of one hundred pounds, which shall be recoverable in any court of competent jurisdiction.
- (c.) The said owners shall also, and whether the said penalty of one hundred pounds shall have been recovered or not, forfeit and pay to the said Company of Proprietors the sum of ten pounds (to be recoverable in like manner), for every day during which or any part of which the offence referred to in the last preceding paragraph of this enactment shall be continued after the expiration of twenty-four hours from the time when notice of the offence, under the hand of the secretary or law clerk of the said Company of Proprietors, has been served on such owners by delivering the same to their clerk, secretary, or solicitor, or by leaving the same at their office :
- (d.) Except as in this Act otherwise expressly provided, nothing in this Act or the said contracts contained shall take away, lessen, prejudice, alter, or affect any rights, privileges, property, works, powers, or authorities of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool.

12. And whereas it is expedient that the following provisions be made with respect to the town of Bradford and the neighbourhood thereof: Be it therefore enacted as follows :

1. The mayor, aldermen, and burgesses of the said borough (herein-after called the Corporation) shall be at liberty to remove the dam, cloughs, and other works of the Company from Bradford Beck, and also to take up and remove the culvert and works through which the Company have heretofore taken the waters of the said beck to the Bradford Canal; and neither the Company nor the purchasers, or their lessees, tenants, assigns, or any company or persons claiming under them or either of them, shall hereafter use any of the waters of the said beck for any part of the canal :
2. The Company and the purchasers shall not permit, after the passing of this Act, any drain, sewer, or other opening to be made into any part of the canal for the discharge

As to works in and near the borough of Bradford, as to rights of way, and as to prevention of nuisances.

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of sewage or other offensive matter, nor shall it be lawful for any person to open any such drain or sewer, or to cause or permit any drainage or sewerage or any offensive matter to flow by means of any drain, sewer, or other opening, made after the passing of this Act, into the canal; and the Company and the purchasers shall not, nor shall any person cause, permit, or suffer any sewerage or offensive matter to be discharged or to enter into any part of the canal after the Corporation within the borough, and any local or district board of health or other local authority beyond the limits of the borough, shall have respectively provided adequate means of drainage other than the said canal: Provided that nothing in this enactment shall authorise or render legal any existing drainage or discharge of sewage or other offensive matter into the said canal, or into any stream, watercourse, or other feeder thereof, against which the Canal Company have at present a legal remedy:

3. The Corporation shall be at liberty to deepen and improve the Bradford Beck where it adjoins the Company's premises between Mill Street and North Brook Street:
4. The Corporation shall have full power and authority to construct or lay down sewers, drains, water pipes, and gas pipes under any property of the Company which shall be set out or appropriated for streets, or of the purchasers, without being required to make any compensation, except in respect of actual damage, but making good all damage done thereby. If any works to be executed by the Corporation shall be such as to require the drawing off of the water from any part of the canal, the Corporation shall give fourteen days notice thereof in writing, delivered at the registered office of the purchasers, and the purchasers shall thereupon at the expiration of such notice, or at such other time as may be agreed upon between the purchasers and the Corporation, draw off the water from such part of the canal, and afford all reasonable facilities for carrying out the work. The Corporation shall use all diligence in the execution of any such works, and shall in no case be entitled to interfere with the traffic on the canal for a longer period than forty-eight hours in any one week. Except in case of accident to any works of the Corporation, no such works shall without the consent of the purchasers be executed in the months of May, June, July, August, or September. Any expenses incurred by the purchasers in damming back the waters of the canal at any part thereof where works are required to be executed shall be paid by the Corporation. The Corporation shall not be liable to any

company, person, or persons, in respect of any interruption of traffic occasioned by any such works or stoppage of the canal. Any sum of money now payable by the Corporation to the Company for carrying sewers or drains under the canal to cease and be determined on the passing of the Act: Provided always, that if the purchasers or any person or company owners of the canal shall, in the execution of any works required by them, have occasion to alter or interfere with any sewer, bridge, drain, water or gas pipe of the Corporation, such works of the purchasers, person, or company shall be executed in all respects according to the reasonable requirements of the borough engineer of the Corporation, and any charges or expenses incurred or sustained by the Corporation in connexion with such works shall be paid by the purchasers, person, or company as aforesaid.

5. The Company shall dedicate or procure to be dedicated to the public so much of their land as shall be required to widen and improve Canal Road in a regular and direct line from Well Street to North Brook Street, at the point where the said road adjoins the property of the purchasers, and so that such road, including the footways and Bradford Beck, so far as the same is co-extensive therewith, shall be of the clear uniform width of eighteen yards, and they shall obtain from Messrs. Wade, the owners or reputed owners of the western moiety of part of the said beck (who have agreed thereto) a conveyance or dedication to the public of so much thereof as is co-extensive with their property. They will also pay the sum of one thousand pounds towards the cost of covering their moiety of the said beck. The Corporation shall bear the expense of making and improving the said road, and shall cover over the said beck, and make and form the road over the same, and shall commence the work within six months after the Company shall have cleared the ground in accordance with the tenth condition herein-after contained, and shall thereupon complete the same, and open the said road as a public road with all reasonable despatch:
6. The Company and the purchasers shall respectively dedicate to the public so much of their land as is necessary for making North Brook Street of the clear width of twelve yards. The Corporation shall, within six months after the land shall be cleared according to the aforesaid tenth condition, make such improved street, and thereafter bear the expense of maintaining the same as a public highway:
7. The Company shall and they are hereby authorised and empowered to dedicate to the public so much of their land

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as is required, and shall obtain from Edward Balme Wheatley Balme, Esquire, the adjoining landowner (who has agreed thereto), a conveyance in fee to the Corporation, or a dedication to the public of so much of his land as is required for the making of a new street of the clear width of twelve yards in continuation of Holdsworth Street in a direct line to Wharfe Street. The Corporation shall, within six months after the land shall be cleared according to the aforesaid tenth condition, make such new street, and thereafter bear the expense of maintaining the same as a public highway :

8. The Company shall and they are hereby authorised and empowered to dedicate to the public so much of their land as is required, and shall obtain from the said Edward Balme Wheatley Balme (who has agreed thereto) a conveyance in fee to the Corporation, or a dedication to the public of so much of his land as is required for making a new street of the clear width of eighteen yards throughout from Commercial Street to the junction of Broadstones and Bolton Road. The Corporation shall at their expense construct a sewer along the said street and make the street within six months after the land shall be cleared according to the aforesaid tenth condition, and shall thereafter maintain the same as a public highway :
9. The Company shall dedicate or cause to be dedicated to the public the land for a new street of the clear width of fifteen yards through their own land and the land of the said Edward Balme Wheatley Balme (who has agreed thereto), from Bolton Road at its junction with Stott Hill to Canal Road at its junction with Commercial Street, or in such other line and direction as may be agreed upon between the surveyor of the Company and the borough engineer for the time being. The Company and the said Edward Balme Wheatley Balme (who has agreed thereto) shall at their joint expense make and complete the said new street to the satisfaction of the borough engineer, and the Corporation shall thereafter maintain the same as a public highway :
10. In case it shall be necessary for the purposes of making, widening, and improving the said existing streets and new streets that any walls, buildings, or works of the Company or purchasers, or of the said Messrs. Wade and Edward Balme Wheatley Balme (who have respectively agreed thereto), should be removed, the Company and purchasers shall take down or cause to be taken down the same and remove the materials thereof within twelve months from the passing of the Act. In case of default by the Company so to do, as

regards their own property and that conveyed by them to the purchasers, it shall be lawful for the Corporation to take down and remove such buildings and materials as belong to the Company or the purchasers as aforesaid :

11. The Corporation shall at the expense of the Company take all necessary steps and use their best endeavours for obtaining an order of sessions to stop up the public footpath across the canal at the Turn Bridge, or divert the same into the new street to be made in continuation of Holdsworth Street :
12. The purchasers shall and they are hereby authorised and required on the passing of this Act to dedicate to the public the land coloured brown on the plan signed by the borough engineer and Charles Staveley Rooke, the engineer to the purchasers. The Corporation shall, within six months after the passing of the Act, commence to make a road over the said land, and shall complete the same within two years from the same date, and shall thereafter maintain the same as a public highway ; the levels of the road to be such as shall afford convenient access to the purchasers wharfage ground :
13. The Corporation shall underlease or procure to be underleased to the purchasers the land coloured red on the said plan for the unexpired term now subsisting therein, less the last week thereof, subject to the rent and other covenants contained in any subsisting lease :
14. The purchasers shall and they are hereby authorised and empowered to convey to the Corporation free from all canal obligations the land coloured blue on the said plan, and shall also pay to the Corporation the sum of two thousand pounds on or before the first day of January one thousand eight hundred and seventy-two. In default of payment on such day the said sum shall bear interest at five per centum. In the event of the purchasers being unable within twelve months after the passing of this Act to obtain the necessary legal concurrence of any person or persons for conveying an estate in fee of the lands mentioned in this stipulation, and shall in consequence be only enabled to assign an unexpired term therein, then the purchasers shall pay to the Corporation such sum as shall be agreed upon between the Corporation and the purchasers for difference in value between such two estates or interests, and in case of difference the amount shall be determined by Mr. Joseph Smith of Bradford, land agent, or him failing, by arbitration under "The Lands Clauses Consolidation Act, 1845," and the decision of the referee, arbitrator, or umpire shall be binding on both parties, and the referee, arbitrator, or umpire shall have power to deter-

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mine as to the manner and by whom the expenses of any such reference shall be borne :

15. The Corporation shall be at liberty to carry such bridges as they may think necessary over any part of the canal, such works to be subject to the reasonable requirements of the purchasers engineer :
16. The purchasers, their lessees and tenants, or any company or persons claiming under them or any of them, shall at all times supply the canal and keep the same supplied with wholesome water :
17. In case of the non-observance on the part of the purchasers, their lessees and tenants, or any company or persons claiming under them or any of them, of any of the above stipulations, they shall be liable to a penalty not exceeding five pounds, the same to be recoverable by summary proceedings before the justices of the west riding of Yorkshire. The continuance of any such default for more than one day after conviction and notice thereof shall be considered a new offence for each succeeding day, and be subject to the like penalty.

Providing for costs of purchase.]

13. The companies or company purchasing shall pay all reasonable expenses incurred by the Company of or incident to the vesting of the lower part of the canal in the company purchasing.

Tolls.

14. The maximum tolls which the purchasers may demand and take for tonnage for articles navigated, carried, or conveyed upon or through the lower part of the canal (including wharfage for a period not exceeding twenty-four hours) shall not exceed the following; that is to say,

Stone, coal, and other minerals, threepence per ton ;

Timber and deals, grain, dyewoods, brimstone, iron (pig and undamageable), fourpence halfpenny per ton ;

Bales, wool, cotton, machinery, oil, and other articles of any description not herein-before specified, sixpence per ton ;

and so in proportion for a greater or less quantity than a ton.

As to purchase money of lower part of canal.

15. All purchase money to be received from the lower part of the canal, and any sum which may be forfeited by the purchasers in pursuance of the said contract, shall be assets of the Canal Company, and shall be subject to the orders of the court.

Provision of first-recited Act as to local rates repealed.

16. The following provision of the first-recited Act is hereby repealed, so far as relates to local rates and assessments :

“ And be it also further enacted and declared, that the said rates,
 “ tolls, and duties shall at all times hereafter be exempt from
 “ the payment of any taxes, rates, assessments, or impositions

“ whatsoever, any law or statute to the contrary notwithstanding, other than such taxes, rates, and assessments as the land which shall be used for the purpose of the said navigation would have been subject to if this Act had not been made.” A.D. 1871.

17. Nothing contained in this Act shall diminish or interfere with any rights, powers, or privileges conferred by “The Idle and Shipley Railway Act, 1867,” upon the company thereby incorporated, or shall prejudicially affect the rights of the same company under the provisions of the said Act to enter upon, purchase, and use any lands or property belonging to the Canal Company. Saving rights of Idle and Shipley Railway Company.

18. All the costs, charges, and expenses of the Canal Company of and incident to the preparing for, obtaining, and passing this Act, or otherwise in relation thereto, shall be borne and paid by and out of the assets of the Canal Company. Expenses of Act.

The SCHEDULES containing Contracts herein-before referred to.

I.

ARTICLES of AGREEMENT, made and entered into this third day of October 1870, between the Company of Proprietors of the Bradford Navigation, by William Cowgill of Bradford aforesaid, estate agent, the official liquidator of the said Company (herein-after called the said vendors), of the one part, and Thomas Wood, Thomas Upton, William Moulson, Robert Roper, and David William Lofthouse, all of Bradford aforesaid, stone merchants, Joseph Speight, John Hunt, and James Speight, all of Leeds in the said county of York, stone merchants, John Pullan of Shipley in the said county, stone merchant, Charles Alfred Calverley of Keighley in the said county, coal agent, and James Clarkson of Apperley in the said county, coal merchant, eleven of the shareholders in and proposed directors and managers of a certain company, intended to be immediately formed and registered under “The Companies Act, 1862,” and to be called “The Bradford Canal Company, Limited,” herein-after called the purchasers, of the other part.

WHEREAS under or by virtue of an Act made and passed in the 11th year of His Majesty King George III., intituled “An Act for making a navigable cut or canal from Bradford to join the Leeds and Liverpool Canal at Windhill

A.D. 1871. — “ in the township of Idle in the county of York,” and of another Act made and passed in the 42nd year of His said Majesty King George III. cap. 93, intituled “ An Act for vesting divers estates in the parishes of Bradford and “ Calverley in the west riding of the county of York, purchased for the benefit “ of the proprietors of the Bradford Canal Navigation, in trustees upon certain “ trusts discharged from all claims of the Crown in respect of any forfeiture “ incurred under or by virtue of the laws or statutes of mortmain,” the vendors are the proprietors of a canal leading from Hoppy Bridge in the town of Bradford, and communicating with the Leeds and Liverpool Canal at Windhill: And whereas the vendors have agreed to sell to the purchasers that part of the said canal which lies between the north side of the bridge over the said canal at the end of North Brook Street in Bradford aforesaid and the Leeds and Liverpool Canal (and herein-after referred to as the lower part of the canal), and also a piece of land known as the Limekilns, subject as herein-after mentioned: Now these presents witness, that it is hereby agreed between the parties hereto as follows:

The vendors shall sell, and the purchasers shall buy at or for the price or sum of 2,500*l.* all that the lower part of the canal, together with the towing-path and the locks, gates, lock-keepers houses, and appurtenances to the same belonging; and also all the rights of water supply granted to the said Canal Company by their several Acts of Parliament, except the stream at Frizzinghall Mill, and which at the time of the closing of the said canal were legally used, occupied, or enjoyed by the said Company for the purpose of supplying the whole extent of the said canal with water, or known or reputed to belong to or to be appurtenant to the said canal; and also the right of laying iron or other pipes or tubes with suitable man-holes along such portion of the Canal Road as belongs to the said vendors, or such other portion of their property, of such dimensions and at such depth, but so as not to interfere with the proper fall of the water, as may be approved of and authorised by the said vendors, their surveyor or agent for the time being, from the culvert or cut through which Bradford Beck formerly entered into the said canal to the property hereby agreed to be purchased, and herein-after described as the Limekilns, for the purpose of conveying and making use of the water of the said beck should the purchasers at any time hereafter think proper to purify and use the said water, and the right of entering on such portion of the upper part of the canal for the purpose of entering such man-holes for any necessary purpose, the position and route of such pipes being marked by a red line on the plan hereunto annexed marked No. 2. And also all that piece of land formerly known as the Doles, and reputed to contain 2 days work and a half, but now generally called or known as the Limekilns, and containing 16,260 square yards or thereabouts, as the same is bounded on the east by the said canal, on the south by the reservoir belonging to Messrs. Rouse’s Mill, and on the north and west by the timber yard belonging to Messrs. Harrison and Singleton, and which said land, hereditaments, and premises intended to be sold are for the better identification thereof delineated in the plan hereunto annexed and marked No. 1, and therein coloured as to the land and towing-path red, and as to the line of canal dark blue.

The purchasers shall on the signing this agreement pay to the said William Cowgill a deposit of 10*l.* per centum, on and in part payment of their purchase money, but such deposit shall be returned by the vendors to the purchasers

without interest in case the vendors shall be unable to carry out this agreement within two years from the date hereof.

The purchasers shall pay the balance of their purchase money into the Bank of England to the credit of the official liquidator of the said Company, on or before the expiration of three calendar months after the Company shall be authorised to dispose of the said canal to the purchasers. And on production of the certificate or receipt proving such payment, the purchase shall be completed at the office of Mr. Mumford, Piece Hall Yard, Bradford. If from any cause whatever the purchase money shall not be then paid and the purchase completed, the purchasers shall pay interest from the time when the balance of such purchase money ought to be paid as herein-before mentioned, at the rate of 5*l.* per centum per annum on the balance of the said purchase money for the time being remaining unpaid.

The purchasers shall admit that the vendors are now absolutely entitled to the hereditaments hereby agreed to be sold as to the canal and towing-path for an estate in fee simple in possession, and as to the land at the Limekilns for the residue of a term of 500 years from the 25th November 1707, as stated in the said Act of 42nd George III. chapter 93, free from incumbrances, and shall not make any objections to or requisition on or in respect of such title, and shall not be entitled to require any abstract of title to be delivered or any evidence of title to be produced other than a Queen's printer's copy of the said Act; but without prejudice to this stipulation the vendors will upon the request and at the cost of the purchasers deliver to them an abstract of such deeds and muniments of title in their possession as relate to the hereditaments hereby agreed to be sold.

The hereditaments hereby agreed to be sold are sold subject to all leases and agreements with tenants, and to all rights of way, water, lights, and drainage, and other easements or privileges (if any) legally and of right charged or subsisting thereon, and the purchasers shall be taken to buy with full notice of the injunction granted against the vendors in the suit of the Attorney General versus the Company of Proprietors of the Bradford Navigation; but the vendors shall, when required by the purchasers, and at the cost and expense of the said purchasers, take all necessary legal steps for removing or setting aside the said injunction.

Possession of the property will be retained, and the outgoings in respect thereof discharged by the vendors up to the time herein-before fixed for the payment of the balance of the purchase money to the vendors, and as from that day the outgoings shall be discharged and possession (provided the whole of the purchase money shall have been paid) shall be taken by the purchasers, but the purchasers shall be at liberty at any time after the signing of this agreement, on giving one month's notice in writing to the vendors of their intention so to do, and paying all tenants or other damages occasioned thereby, to enter upon such portion of the property hereby agreed to be sold lying between Messrs. Harrison and Singleton's timber yard and Spink Well Lock-house as may be approved of by the vendors, or their agent or surveyor for the time being, for the purpose of sinking shafts or constructing works with the view of discovering other sources of water supply for the said canal, the purchasers hereby agreeing at their own cost to make good all damage done to the said property or any part thereof, in case this agreement shall not from any cause whatever be carried out; provided that all such works are done to the satisfaction and under the

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supervision of the vendors surveyor or agent, and are suspended and stopped, and possession of the ground so entered upon given up and quitted immediately, upon notice from the vendors or their agent to that effect, if they should find it necessary at any time to give such notice in consequence of the provisions of this agreement not being strictly adhered to, or of any unforeseen damage or injury of a permanent character being considered likely to result to the property of the vendors, or of their incurring liability to any action, suit, or other litigation for or in consequence of any such works as aforesaid.

The vendors shall retain such muniments of title as relate to other property not included in this contract, and will enter into a covenant with the vendors that so long as such muniments of title shall be or ought to remain in their custody or power, and also for the purpose of binding their assigns, so far as it is competent for them so to do without creating any personal liability on their part for the acts of such assigns, to produce the same at the cost and upon the reasonable request of the purchasers, or any persons or corporation entitled under them, or any of them, to the hereditaments hereby agreed to be sold, and will at the like cost and request provide copies, extracts, and abstracts of and from such muniments of title, or any of them.

The purchasers shall at their own expense give such assistance and support as the vendors shall require to such portion of any Bill which the vendors may be advised to bring and may bring before Parliament for the purpose of giving effect to this agreement, or for dissolving the present Company, and transferring their rights, powers, and interests in the portion of their property hereby contracted to be sold to the purchasers, and for disposing of the residue of their property as relates to the carrying out of this agreement.

The purchasers shall, within two years from the time herein-before fixed for the payment of the purchase money, make and complete a wharf or terminus at the end or commencement of the canal on the land called the Limekilns, near North Brook Bridge aforesaid, and shall make and finish and put in good order and condition all locks, gates, and other works necessary for opening the lower part of the canal in a satisfactory condition for traffic, and shall within such period of two years fill with water and open the lower part of the canal for traffic so as to enable such traffic to be properly and continuously carried through or over the same.

The purchasers shall from the time of opening the lower part of the canal and at all times thereafter maintain the same and the works thereof and the bridges over the same in a sound and satisfactory state of repair, so that such traffic may be properly carried over or through the same, and the water therein in such condition that the same or any part thereof shall not become a public nuisance to the neighbourhood through which the same passes.

If the purchasers shall neglect or refuse to observe and perform any of the above conditions which are to be observed and performed by them prior to the date of conveyance or vesting of the said property in them, their deposit money shall be forfeited to and retained by the vendors, who shall be at liberty to resell the property without the necessity of tendering any conveyance to the purchasers or giving them any further notice. And if the purchasers shall not within the period of two years as aforesaid open the said lower part of the canal hereby sold as a canal for use and public traffic, the purchasers and every person and corporation entitled under them, or any of them, to the hereditaments hereby agreed to be sold, or any part thereof, shall, if and when requested by or on

behalf of the said vendors, their successors, agents, assigns, or representatives, so to do, immediately reconvey the hereditaments hereby granted to the vendors, who shall also be entitled to retain for their own benefit all sums of money which shall have been paid by the purchasers as the price of the same, and shall become absolutely entitled without making any recompense for the same to all improvements that may have been made by the purchasers in or to the hereditaments hereby granted. The conveyance of the hereditaments hereby granted to the purchasers shall contain all covenants and clauses necessary or proper for giving effect to this agreement.

The vendors shall at their own expense as soon as may be apply to his Honour the Vice Chancellor Sir R. Malins for his approval of this agreement, and unless such approval shall be obtained this agreement and every clause thereof shall be void.

The purchasers shall without delay take all necessary steps to complete and register the said Company, and shall immediately thereupon obtain from the said Company and deliver to the vendors a copy of this agreement (except the present clause thereof), ratified and adopted by the said Company and with the seal of the Company affixed. As witness the hands of the said parties the day and year first before written.

WILLIAM COWGILL.

Signed by the said William Cowgill in the presence of

GEO. E. MUMFORD, Solicitor, Bradford.

| | | |
|----------------------|------------------|---------------------|
| THOMAS WOOD. | JOSEPH SPEIGHT. | THOMAS UPTON. |
| JOHN HUNT. | WILLIAM MOULSON. | JAMES SPEIGHT. |
| ROBERT ROPER. | JOHN PULLAN. | DAVID W. LOFTHOUSE. |
| CHARLES A. CALVERLY. | JAMES CLARKSON. | |

Signed by the said Thomas Wood, Thomas Upton, William Moulson, Robert Roper, David William Lofthouse, Joseph Speight, John Hunt, James Speight, John Pullan, Charles Alfred Calverley, and James Clarkson, in the presence of

R. L. ROOKE, Solicitor, Leeds.

Received this third day of October 1870, the sum of two hundred and fifty pounds, being the deposit of ten pounds per centum on the within-mentioned purchase money.

WILLIAM COWGILL.

II.

ARTICLES of AGREEMENT, made and entered into this 12th day of April 1871, between the Company of Proprietors of the Bradford Navigation, by William Cowgill of Bradford aforesaid, estate agent, the official liquidator of the said Company (herein-after called the said vendors), of the one part, and the Bradford Canal Company (Limited), herein-after called the purchasers, of the other part.

WHEREAS by an agreement made the 3rd day of October 1870, between the said Company of Proprietors of the one part, and Thomas Wood, Thomas Upton, William Moulson, Robert Roper, and David William Lofthouse, all of

A.D. 1871. Bradford aforesaid, stone merchants, Joseph Speight, John Hunt, and James Speight, all of Leeds in the said county of York, stone merchants, John Pullan, of Shipley in the said county, stone merchant, Charles Alfred Calverley, of Keighley in the said county, coal agent, and James Clarkson, of Apperley in the said county, coal merchant, eleven of the shareholders in and proposed directors and managers of a certain company then intended to be formed and registered under "The Companies Act, 1862," and called "the Bradford Canal Company, Limited," of the other part, certain lands and hereditaments situated between the north side of the bridge over the said canal at the end of North Brook Street in Bradford aforesaid and the Leeds and Liverpool Canal, and therein particularly described, were contracted to be sold to the said purchasers for the sum of 2,500*l.*, subject to the terms and conditions therein mentioned: And whereas the said contract was duly approved of by the chief clerk of his Honour Vice Chancellor Malins, to whose court the liquidator of the Bradford Canal Company is attached, and a Bill has been introduced into Parliament for the purpose of, amongst other things, giving effect to the said contract: And whereas the purchasers therein named are now duly formed into and registered as the Bradford Canal Company, Limited, herein-after termed the purchasers: And whereas the said purchasers find that they will require for the purposes of the said Company other lands and hereditaments belonging to the said vendors, also situate between the said bridge and the terminus of the said canal at Shipley, but not included in the before-recited contract, and herein-after more particularly described, and they have agreed with the said vendors for the purchase of the same, subject as herein-after mentioned, for the price or sum of 400*l.*: And whereas one of the clauses in the said recited agreement was that the said purchasers when registered as a company should obtain and deliver to the vendors a ratification of the said agreement under the seal of the Company: Now these presents witness, that in pursuance of the said agreement the said Bradford Canal Company, Limited, doth hereby, as testified by the seal of the said Company being affixed hereto, accept, ratify, and confirm in every respect the said recited contract or agreement of the 3rd day of October 1870, in the same way in every respect as if the said agreement and every clause, matter, and thing therein contained, with the exception of the last clause, had been recopied and reiterated in these presents; and these presents also witness, that in pursuance of the said recited arrangement for further sale and purchase as aforesaid, it is hereby agreed between the parties hereto as follows:

The vendors, provided they obtain powers under the Bill in Parliament herein-before mentioned or referred to "to sell and transfer the lower part of the canal," which expression shall now be considered to include all the property hereby contracted to be sold, in addition to that comprised or referred to in the herein-before recited agreement of the 3rd day of October 1870, to the purchasers, and to sell and dispose of the residue of their property, but not otherwise, shall sell and the purchasers shall buy at the price or sum of 400*l.* all that strip, piece, or parcel of land formerly used as canal towing-path and road, containing in length 70 yards or thereabouts, commencing at and immediately adjoining to the north side of the North Brook Bridge aforesaid, and extending therefrom up to the hereditaments sold to the said purchasers, and comprised in the herein-before in part recited agreement; and also all that piece of land situate on the east bank of the said canal at a place known as Three Rise Lock, and containing by estimation 1 acre and 37 perches, more or less, as the same is bounded on the

west by other land included in the said recited contract, on the north by property of William Rookes Crompton Stansfield, Esquire, on the east by a road leading from Windhill to Wrose Hill, and on the south by property belonging to _____; and also all that cottage, house, and strip or parcel of land containing by estimation 19 perches situate on the west bank of the canal, and bounded thereby on the west, and by the goit or watercourse from Bradford Beck to Pricking Mill on the west, and now in the occupation of Elizabeth Procter or her under-tenant; and all other the land, tenements, hereditaments, and premises belonging to the vendors situate between the north side of North Brook Bridge aforesaid and the Leeds and Liverpool Canal at Shipley, with all their respective rights, easements, and privileges belonging thereto, and every part thereof, all which said lands, tenements, hereditaments, and premises herein-before specifically described are delineated in the plan hereunto annexed, and therein coloured as to the buildings and land red, and as to the line of the canal dark blue.

The purchasers shall, on sealing this agreement, pay to the said William Cowgill a deposit of 10% per centum on and in part payment of their purchase money, but such deposit shall be returned by the vendor to the purchasers without interest in case the vendors shall be unable to carry out this agreement within two years from the date hereof.

The purchasers shall pay the balance of their purchase money into the Bank of England to the credit of the official liquidator of the said Company on or before the expiration of three calendar months after the Company shall be authorised to dispose of the said land and hereditaments to the purchasers; and on the production of the certificate or receipt proving such payment the purchase shall be completed at the office of Mr. Mumford, Piece Hall Yard, Bradford. If from any cause whatever the purchase money shall not be then paid and the purchase completed the purchasers shall pay interest from the time when the balance of such purchase money ought to be paid as herein-before mentioned, at the rate of 5% per centum per annum on the balance of the said purchase money for the time being remaining unpaid.

The purchasers shall admit that the vendors are now absolutely entitled to the hereditaments hereby agreed to be sold for an estate in fee simple in possession free from incumbrances, and shall not make any objection to or requisition in respect of the title thereto; but without prejudice to this stipulation the vendors will, on the request and at the cost of the purchasers, deliver to them an abstract of such deeds and muniments in their possession as relate to the hereditaments hereby agreed to be sold.

The hereditaments hereby agreed to be sold are sold subject to all leases and agreements with tenants, and to all rights of way, water, lights, and drainage, and other easements or privileges (if any) legally and of right charged or subsisting thereon.

Possession of the property will be retained, and the outgoings in respect thereof discharged by the vendors up to the time herein-before fixed for the payment of the balance of the purchase money to the vendors, and as from that day the outgoings shall be discharged, and possession (provided the whole of the purchase money shall have been paid) shall be taken by the purchasers.

The vendors shall retain such muniments of title as relate to other property not included in this contract, and will enter into a covenant with the purchasers that so long as such muniments of title shall be or ought to remain in their

A.D. 1871. custody or power, and also for the purpose of binding their assigns, so far as it is competent for them so to do without creating any personal liability on their part for the acts of such assigns, to produce the same at the cost and upon the reasonable request of the purchaser or purchasers, or any persons or corporation entitled under them or any of them to the hereditaments hereby agreed to be sold, and will at the like cost and request provide copies, extracts, and abstracts of and from such muniments of title, or any of them.

If the purchasers shall neglect or refuse to observe and perform any of the above conditions which are to be observed and performed by them prior to the date of conveyance or vesting of the said property in them, their deposit money shall be forfeited to and retained by the vendors, who shall be at liberty to resell the property without the necessity of tendering any conveyance to the purchasers, or giving them any further notice. And if the purchasers shall not, within the period of two years as aforesaid, open the said lower part of the canal for use and public traffic, the purchasers and every person and corporation entitled under them, or any of them, to the hereditaments hereby agreed to be sold, or any part thereof, shall, if and when requested by or on behalf of the said vendors, their successors, agents, assigns, or representatives, so to do, immediately re-convey the hereditaments hereby granted to the vendors, who shall also be entitled to retain for their own benefit all sums of money which shall have been paid by the purchasers as the price of the same, and shall become absolutely entitled, without making any recompense for the same, to all improvements that may have been made by the purchasers in or to the hereditaments hereby granted. The conveyance of the hereditaments hereby granted to the purchasers shall contain all covenants and clauses necessary or proper for giving effect to this agreement.

The vendors shall at their own expense as soon as may be apply to his Honour the Vice Chancellor Sir Richard Malins for his approval of this agreement, and unless such approval be obtained this agreement and every clause thereof shall be void. In witness whereof the said William Cowgill hath hereunto set his hand, and the said Bradford Canal Company, Limited, have hereunto affixed their common seal, the day and year first before written.

The common seal of the Bradford Canal
Company, Limited, was affixed hereto
in the presence of

C. A. CALVERLEY,

Secretary to the said Company.

L.S.