CHAP. liv.

An Act to alter and extend the powers of the Accrington Gas and Waterworks Company in relation to their Waterworks; and for other purposes. [24th June 1869.]

A.D. 1869.

WHEREAS by "The Accrington Gas and Waterworks Company's Act, 1854," the Accrington Gas and Waterworks Company (previously incorporated by an Act of Parliament passed in the year one thousand eight hundred and forty-one) were re-incorporated, and authorized to construct and maintain gasworks and waterworks, and thereby to supply Old Accrington, New Accrington, Church, Lower Booths, Huncoat, and Henheads, in the county of Lancaster, with gas and water, but subject to a proviso that, with respect to the supply of water to Lower Booths and Henheads, the limits of water supply should only include the detached portions of Lower Booths and the portion of Henheads immediately adjoining the southern extremity of New Accrington: 17 & 18 Vict. c. lxxxvii.

And whereas by "The Accrington Gas and Waterworks Act, 1863," the said company were authorized to extend their gasworks and waterworks, and the townships of Great Harwood, Rishton, and Clayton-le-Moors, and part of the township of Altham, all in the county of Lancaster, were included within the limits for the supply of gas and water by the company: 26 & 27 Vict. c. xxxvi.

And whereas the company have not constructed the reservoir described on the plans deposited for the purpose of "The Accrington Gas and Waterworks Act, 1863," with the clerk of the peace for the county of Lancaster, in the month of November one thousand eight hundred and sixty-two, as "the intended Harwood Dean Reservoir," nor have they constructed a catch-water drain in connexion with such reservoir, described upon those plans as "the north catch-water drain," nor another catch-water drain in connexion with such reservoir, described on those plans as "the south catch-water drain;" and it is expedient that the company be authorized to abandon those works, and in lieu thereof to construct

A.D. 1869.

another reservoir almost upon the site of the said Harwood Dean Reservoir (and for which purpose they have contracted for the purchase of the requisite lands), and to construct catch-water drains and other works in connexion with such reservoir:

And whereas the company have already constructed a reservoir, known as "the Cliff Reservoir," and works in connexion therewith, and it is expedient that such reservoir and works should be sanctioned by Parliament, and that other works in connexion therewith should be authorized:

And whereas the company were authorized by "The Accrington Gas and Waterworks Act, 1863," to construct a reservoir in connexion with the present reservoir of the company, known as "the Mitchell's House Reservoir," or to enlarge such reservoir; and the time for the completion of that work will expire on the eighth day of June one thousand eight hundred and seventy; and it is expedient that the time for the completion of that work be extended, and that the company be authorized to construct works and acquire lands in connexion therewith:

And whereas plans and sections of the proposed new works, and also plans and sections of the works already executed, but proposed to be authorized, and also plans and sections of the works the time for the completion whereof is proposed to be extended, and also plans showing the lands intended to be taken for other the purposes of the intended Act, and a book of reference to such plans respectively, have been deposited with the clerk of the peace for the county of Lancaster:

And whereas it is expedient that other additional powers be conferred on the company:

And whereas the objects aforesaid cannot be effected without the authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited for all purposes as "The Accrington Gas and Waterworks Act, 1869."

8 & 9 Vict. cc. 16. 18. & 20., 10 & 11 Vict. c. 17., 23 & 24 Vict. c. 106., and

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Waterworks Clauses Acts, 1847 and 1863," "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," and the sections of "The Railways Clauses Consolidation Act, 1845," "with respect to the temporary occupation of lands near

" the railway during the construction thereof," are (except where expressly varied by this Act) incorporated with and form part of this Act, and in construing the last-mentioned sections of "The Railways Clauses Consolidation Act, 1845," the expression "railway" shall for the purposes of this Act be construed to mean the waterworks by this Act authorized: Provided always, that those sections shall be applicable only to the reservoirs by this Act authorized. A.D. 1869. 26 & 27 Vict. cc. 93. & 118., incorporated.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction: Interpretation of terms.

The expression "the company" means the Accrington Gas and Waterworks Company:

The expression "the Acts of 1854 and 1863" means the recited Acts relating to the company:

The expression "the waterworks" means the waterworks by this authorized:

The expression "the plans, sections, and book of reference" means the plans, sections, and book of reference deposited in relation to the application to Parliament for this Act:

The expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

4. Save as otherwise provided by this Act, the recited Acts, so far as the provisions thereof are from time to time in force, and this Act shall be read together and have effect and be executed as if they were one Act. Recited Acts and this Act to be executed as one Act.

5. The company may relinquish and abandon the following works in the county of Lancaster; (that is to say,) Abandonment of works.

A reservoir intended to be constructed upon certain farms belonging or reputed to belong to James Lomax, esquire, commonly called or known by the following names, viz., Cotes, Whittles, Fearley Hey, Bradley Hall, Boston, Riley Hey, Upper Riley Hey, and Keb, and which reservoir was authorized by the Act of 1863, and is described on the plans deposited with the clerk of the peace for the county of Lancaster in the month of November one thousand eight hundred and sixty-two, in relation to the application to Parliament for that Act, as "the intended Harwood Dean Reservoir;"

A.D. 1869.

A catch-water drain in connexion with such last-mentioned reservoir, intended to commence upon Lower White Carr Farm, belonging or reputed to belong to the said James Lomax, and to terminate in such last-mentioned reservoir, and which catch-water drain was authorized by the Act of 1863, and is described on the said plans as "the north catch-water drain;"

A catch-water drain in connexion with such last-mentioned reservoir, intended to commence at or near Cold Acre Lane, and to terminate in such last-mentioned reservoir, which catch-water drain was authorized by the Act of 1863, and is described on the said plans as "the south catch-water drain."

Compensation for damage to land by entry, &c. for purposes of works abandoned.

6. The abandonment by the company under the authority of this Act of the works authorized by the Act of 1863 shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of "The Lands Clauses Consolidation Act, 1845," for any damage occasioned by the entry of the company upon such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out the lines of works, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the Act of 1863.

Compensation to be made in respect of works abandoned.

7. Where before the passing of this Act any contract may have been entered into, or notice given by the company for the purchase of any land for the purposes of or in relation to the works authorized to be abandoned by this Act, full compensation shall be made by the company to the owners and occupiers, or other persons interested in such lands, for all injury or damage sustained by them respectively, by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Saving contract with James Lomax, esquire.

8. Provided always, That nothing in this Act contained shall prejudice or affect an agreement bearing date the fifteenth day of July one thousand eight hundred and sixty-five, and made between James Lomax, esquire, of the one part, and the company on the other part, a copy whereof is contained in the schedule to this Act, but on the contrary the same is, but only as between the said James Lomax and the company, by this Act confirmed.

Power to construct waterworks.

9. Subject to the provisions of this Act, the company may continue or make and maintain, as the case may be, the waterworks in the lines shown on the deposited plans, and according to the levels shown on the deposited sections, with all proper works and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose, and the company may divert and appropriate to their purposes all such waters as can be obtained by means of the waterworks. The waterworks herein-before referred to will be situate in the county of Lancaster, and are as follows:

First. A reservoir in the parish of Blackburn, commencing at and upon a close of land commonly called or known as "Hen Moss Side," in the occupation of William Birtwistle, late belonging or reputed to belong to James Lomax, esquire, but contracted to be purchased from him by the company, and forming part of Riley Hey Farm, and terminating at and upon the Dean Brook, one hundred and ninety yards or thereabouts to the north of the farmhouse commonly called or known as "Cotes Farmhouse," late belonging or reputed to belong to the said James Lomax, but contracted to be purchased from him by the company:

Second. A catch-water drain, conduit, or line of pipes in the parish of Blackburn, commencing at and in a close of land in the occupation of Richard Slater, at a point two hundred and ninety yards or thereabouts, measuring in a north-easterly direction, from the farmhouse known as "Higher White Carr," in the occupation of Andrew Birtwistle, and terminating in the last-mentioned reservoir or reservoirs, one hundred and twenty yards or thereabouts, measuring in a southerly direction, from the farmhouse commonly called "Whittles," in the occupation of John Hartley:

Third. A catch-water drain, conduit, or line of pipes in the parish of Blackburn, commencing at and in a close of land called "Meadow," forming part of "Keb Farm," at a point two hundred and seventy yards or thereabouts, measuring in a south-easterly direction, from the said farmhouse known as "Cotes Farmhouse," and terminating in such last-mentioned reservoir or reservoirs, seventy yards or thereabouts, measuring in a southerly direction, from the said last-mentioned farmhouse:

Fourth. A road in the parish of Blackburn, in connexion with the last-mentioned reservoir, commencing at the southerly end of the proposed embankment of such reservoir, at or near a

A.D. 1869.

point eighty yards or thereabouts, measuring in a southerly direction, from the said farmhouse called "Cotes Farmhouse," and terminating in Cold Acre Lane at a point two hundred and eighty yards or thereabouts, measuring in a south-easterly direction, from the farmhouse known as "Bradley Hall:"

Fifth. An aqueduct, conduit, or line of pipes in the parish of Blackburn, already partially constructed (part whereof is or will be in tunnelling), commencing in and out of the reservoir herein-before lastly described, at a point eighty yards or thereabouts, measuring in a north-westerly direction, from the said farmhouse known as "Cotes Farmhouse," and terminating at the northerly corner of the reservoir next herein-after described:

Sixth. A reservoir in the parish of Blackburn, already constructed by the company, and known as "The Cliff Reservoir," and situate in and upon four closes of land called Lower Hey, Little Hey, Slash, and Tom Meadow, forming part of the Lower Fold Farm, in the occupation of William Birtwistle:

Seventh. A road in the parish of Blackburn, in connexion with the last-mentioned reservoir, and already partially constructed, and other works, commencing at the southerly end of the embankment of such reservoir, and terminating at a point eighty yards or thereabouts, measuring in a westerly direction, from the farmhouse known as Higher Fold, in the occupation of William Birtwistle:

Eighth. An aqueduct, conduit, or line of pipes in the parish of Blackburn, already partially constructed, commencing in and out of the last-mentioned reservoir at the southerly side of such reservoir, and passing through the centre of the embankment of such reservoir, and terminating in the village of Lower Town at a point where Queen Street forms a junction with Church Street:

Ninth. An aqueduct, conduit, or line of pipes in the parish of Blackburn, commencing at the northerly corner of the said reservoir called the Cliff Reservoir, and terminating at the point of junction of the public road leading from the village of Cliff to the village of Lower Town, with the public road leading from the said public road to the said farmhouse known as Higher Fold:

Tenth. An aqueduct, conduit, or line of pipes in the parishes of Whalley and Blackburn, commencing by a junction with the existing main pipe of the company in the village of Henfield, in the township of Clayton-le-Moors, at or near the Load of Mischief Inn, and terminating at or near the Roebuck Inn, in the village and township of Rishton:

Eleventh. A reservoir in the parish of Whalley, on the southerly side of and adjacent or near to the existing reservoir of the company in the township of Lower Booths, commonly called "Mitchell's House Reservoir," or the enlargement of that reservoir, with all necessary works and conveniences connected therewith respectively authorized by the Act of 1863:

Twelfth. An aqueduct, conduit, or main pipe in the parish of Whalley, commencing at a point in the main brook near to the head of and supplying with water Mitchell's House Reservoir, commonly called "Warmden Brook," and terminating at, in, or near such proposed reservoir or enlargement on the easterly or north-easterly side thereof:

Thirteenth. An aqueduct, conduit, or main pipe in the parish of Whalley, from the westerly side of such proposed reservoir or enlargement, to form a junction with the existing aqueduct, conduit, or main pipe of the company at or near the valve well fixed in the westerly embankment of the said Mitchell's House Reservoir.

Power to take lands in Lower Booths.

10. Subject to the provisions of this Act, the company may enter upon, take, and use the lands described on the deposited plans, in the township of Lower Booths, in the parish of Whalley, situate on each side of the Warmden Brook, at or near and extending in a south-westerly direction for a hundred yards or thereabouts from the boundary of the company's land at the foot of the embankment of Mitchell's House Reservoir.

Limits of deviation.

11. In constructing the waterworks, the company may deviate laterally to any extent not exceeding the extent shown on the deposited plans, and may deviate vertically from the levels as shown on the deposited sections to any extent not exceeding in the case of a reservoir three feet and in the case of any other work five feet.

For protection of Leeds and Liverpool Canal Company.

12. Where the aqueduct, conduit, or line of pipes crosses the canal of the company of proprietors of the Leeds and Liverpool Canal (in this Act called "the Canal Company") at Henfield Bridge and at Rishton Bridge, it shall be carried across the canal outside the bridge and in boxes to be supported on brackets fixed outside the bridge.

Extending provisions of the Act of 1863 for protection of Leeds and Liverpool Canal Company.

13. The sections numbered respectively twenty-six and twenty-seven and twenty-eight of the Act of one thousand eight hundred and sixty-three (for the protection of the Canal Company and of their works, property, and traffic) shall extend and apply to the works of the company as by this Act authorized, and to the powers by this Act given to the company, as fully and effectually as if

A.D. 1869.

those sections were in this Act re-enacted with especial reference to those works and powers, and as if the works outside the said bridges were works over, under, or through the said bridges.

Power to acquire additional lands by agreement.

14. In addition to the lands which the company are by this Act authorized to purchase compulsorily, they may from time to time by agreement purchase, either absolutely or in consideration of any yearly or other rent, any additional quantity of land not exceeding in the whole five acres, or any easement or right, not being an easement or right of water, over such additional lands which they may from time to time think requisite for any of the purposes of their undertaking under the recited Acts or this Act.

Owners may grant easements.

15. The persons empowered by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," respectively, to sell and convey or release lands shall, subject to the provisions of those Acts respectively, have full power to grant, convey, surrender, or assign to the company in fee or for years, either absolutely or in consideration of any yearly or other rent, any lands, or any easement, right, privilege, power, or authority, not being an easement or right of water, in, over, or affecting any lands by this Act authorized to be purchased by the company compulsorily or by agreement, and which the company from time to time think requisite for any of the purposes of their undertaking.

Application of 23 & 24 Vict. c. 106. to easements.

16. For the purposes of this Act, the provisions of "The Lands Clauses Consolidation Acts Amendment Act, 1860," with respect to lands and rentcharges, so far as the same respectively are applicable in that behalf, shall extend and apply to easements and rentcharges granted or reserved by grants and leases respectively of easements under this Act.

Compensation for the extension of time.

17. In the case of an extension of time for the completion of works under the provisions of this Act, justices, arbitrators, umpires, and juries, in estimating the compensation to be made by the company to the owners and occupiers of or persons interested in lands, shall have regard to and make compensation for the additional damage (if any) sustained by those owners, occupiers, or persons by reason of any extension of time under this Act.

Existing contracts and notices to take lands not to be affected.

18. The extension of time shall not affect any contract entered into or notice given by the company before the passing of this Act for purchasing, taking, or using any lands which the company was entitled to purchase, take, or use, but every such contract and notice shall be construed and take effect, and the same proceedings may be

had thereunder, and all parties thereto shall be entitled to the same rights and remedies in respect thereof at law and in equity as if the extension had not been granted.

Period for completion of works.

19. The reservoir firstly herein-before described and hereby authorized shall be completed within five years from the passing of this Act, and the remainder of the waterworks hereby authorized shall be completed within seven years from the passing of this Act, and on the expiration of those periods respectively the powers by this Act granted to the company for the construction of those works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the works as shall then be completed: Provided always, that nothing in this Act contained shall be construed to restrain the company from enlarging and extending their mains and pipes from time to time, whenever it shall be necessary for the purpose of supplying water within their limits.

Provision for securing water for manufacturing purposes to the township of Great Harwood.

20. And whereas James Lomax is or claims to be the owner of certain estates situate in and comprising nearly the whole of the said township of Great Harwood and of the site in that township of the proposed reservoir on the Dean Brook shown on the deposited plans and sections; and whereas by this Act the company will be empowered to impound and take water which the said James Lomax might appropriate to useful purposes in connexion with the said estates; and whereas the said James Lomax is desirous that the supply of water for other than domestic purposes should be secured to the said James Lomax and the owner for the time being of the said estates, and to his lessees and grantees; therefore the company shall from time to time, on the requisition in writing of the said James Lomax, or other the owner for the time being of the said estates, delivered at the principal office of the company for the time being, supply from the proposed reservoir on the Dean Brook, for manufacturing purposes, such a quantity of water, not exceeding eighty thousand gallons in any one day, to the said James Lomax or such owner, and his lessees and grantees, being occupiers of lands in the township of Great Harwood, in such proportions as the said James Lomax or such owner as aforesaid shall in such requisition direct, and such water shall be furnished to the said James Lomax or such owner, and his lessees and grantees as aforesaid, at a price not higher than the scheduled price of the company for the time being for supplying water for similar purposes, but in no case at a price higher than eightpence per one thousand gallons.

Right of fishing in the Dean Brook Reservoir

21. The said James Lomax, and other the owner for the time being of the said estates, and all others by his permission in writing, shall have and enjoy the exclusive right of fishing in the said in-

A.D. 1869.

reserved to Mr. Lomax and his successors.

tended reservoir on the Dean Brook, and of keeping and using a boat on the said reservoir for that purpose: Provided nevertheless, that such right and power shall not be exercised so as to injure the embankments of the said reservoir, or to foul the water of the said reservoir, or to interfere with the power of the company to draw off the water from the said reservoir, or to do any other act necessary for cleansing, repairing, or maintaining the said reservoir and the works connected therewith, or for preventing the water therein from being fouled, or for preventing the accumulation of fish to such an extent as to affect the quality of the water.

Consumer to keep his own meter in order.

22. Every consumer of gas shall at all times, at his own expense, keep all meters belonging to him, or to the owner or lessee of the premises occupied by him, whereby any gas of the company is registered, in proper order and of sufficient size for correctly registering such gas, in default whereof the company may cease to supply gas through such meter.

Company to have access to and power to remove and examine meters.

23. The company shall, at all times between the hours of nine in the morning and four in the afternoon, be entitled to have access to and to test and inspect all meters, whether belonging to themselves or to the consumer or to such owner or lessee, in order to ascertain whether the same are in proper order for correctly measuring and registering gas, and for that purpose to take off and remove such meters, and afterwards to replace the same; and such taking off, removal, testing, inspecting, and replacing shall be done so as to cause as little inconvenience to the consumer or interruption to his business as may be, and at the expense of the company, unless the meter shall not be the property of the company, and it shall appear on such testing and inspection that the same was not in proper order or of a proper capacity for correctly measuring or registering gas, in which case such expenses shall be borne and paid by the consumer, and the company may recover the amount thereof from him in the same manner as any sum due from such consumer for gas supplied to him may be recovered by them.

Saving operations of the general Act.

24. Provided always, that nothing in this Act contained shall affect the provisions of the Act of the twenty-second and twenty-third Victoria, chapter sixty-six, intituled "An Act for regulating Measures used in Sales of Gas."

Penalty for injuring gas meters.

25. Every person who shall wilfully or by culpable negligence injure or suffer to be injured, or who shall fraudulently interfere with or cause to be interfered with, any pipes, mains, meter, or fittings, or other thing connected therewith belonging to the company, or shall fraudulently alter any such meter, or any part of such

meter, or any pipe connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such meter from duly measuring or registering the quantity of gas supplied, or by any means fraudulently abstract, consume, or use any of the company's gas, or who shall knowingly or wilfully destroy or efface any stamp or mark which is now or may hereafter be used, in pursuance of any Act of Parliament, for the stamping or marking of any meter employed for measuring or registering the supply of gas by the company, shall, for every such offence, forfeit to the company a sum not exceeding five pounds, and the company may, in addition thereto, recover the amount of any loss or damages by them sustained in consequence thereof, and the company may also take off or discontinue the supply of gas to or for the use of the person so offending, notwithstanding any contract which may have been previously entered into; and the existence of any artificial or irregular means for causing such alteration or abstraction, or for preventing the meter from duly measuring or registering the quantity of gas supplied, or the destruction or defacing of any such stamp or mark, where such meter shall be under the custody or control of the consumer, shall be primâ facie evidence that the same has been knowingly, wilfully, and fraudulently caused by the consumer using such meter: Provided always, that this enactment shall not prejudice the right of the company to institute any criminal proceedings in reference to the offences herein mentioned in any case where they shall not proceed summarily under this Act.

Cutting off gas and water.

26. If any person supplied with gas or water by the company wilfully do, or cause or suffer to be done, anything in contravention of any of the provisions of the incorporated Acts or of this Act, or wilfully fail to do anything which under the incorporated Acts or this Act ought to be done by such person for the prevention of the waste, misuse, or undue consumption of the company's gas or water, the company may cut off or stop any pipe by or through which gas or water is supplied to him, and cease to supply him with gas or water so long as the cause of injury remains or is not remedied, and also may recover from every person so offending the amount of all loss, damage, or injury which the company sustain by any such misfeasance or failure, in the same manner as rents or rates may be recovered under the provisions of this Act; and the remedies of the company under this enactment shall be in addition to their other remedies in that behalf.

Register of gas meter to be primâ

27. The register of the index of the meter shall be primâ facie evidence of the quantity of gas consumed by any customer of the

A.D. 1869.

company, and in respect of which any rent is charged and sought to be recovered by the company.

facie evidence.

Power to remove meter fittings.

28. It shall be lawful for the company, after twenty-four hours notice in writing under the hand of the secretary of the company to the occupier, or if unoccupied then to the owner or lessee, or to the agent of the owner or lessee of any premises in which any pipes, mains, meters, or fittings belonging to the company are laid or fixed, and through or in which the supply of gas or water shall, from any cause other than the neglect or default of the company be discontinued, to enter such premises between the hours of nine in the morning and four in the afternoon for the purpose of removing and to remove such pipes, meters, or fittings, repairing all damage caused by such entry or removal; and every such notice shall be served by being delivered to the person for whom it is intended, or left at his usual or last known place of abode or business, or sent by post so addressed to such person; provided, that if the owner or lessee of any such unoccupied premises be unknown to the company, after due inquiry, the notice may be given by affixing it for three days to some conspicuous part of the premises.

Power to sue for rates.

29. If any person neglect to pay the rent, rate, sums, or remuneration due to the company for the supply of gas or water, or for the hire or fixing of meters or fittings, and other apparatus connected therewith or incident thereto respectively, the company may recover the same, together with the expenses of cutting off the gas or water and full costs of suit, in any court of competent jurisdiction; and the remedy of the company under this enactment shall be in addition to any other remedies which they may have by virtue of this or the incorporated Acts.

Recovery of charges for gas or water.

30. In case any person who shall have been supplied with gas or water by the company, or who shall be liable to pay the amount of any rent, rate, sums, or remuneration in respect of a supply of gas or water, or for the hire or fixing of meters or fittings, and other apparatus connected therewith or incident thereto respectively, shall neglect or refuse to pay such amount on demand thereof by the company, their agent or collector, it shall be lawful for any justice to issue his summons to such person, requiring him to appear at a time and place named therein, and then and there to show cause why the amount so demanded should not be paid; and if on the appearance of such person, or in default of appearance, after proof of the service of the summons, either personally or at the last known place of abode or of business of such person, no sufficient cause can be shown to the contrary, it shall be lawful for any

justice to issue his warrant of distress for the seizure and sale of the goods and chattels of such person, wherever such goods and chattels may be found, for the recovery of the amount which may be proved before such justice to be due from such person, together with such costs, including the costs of cutting off the gas or water, if the same shall have been cut off by the company, as to such justice shall seem just and reasonable; and the remedy of the company under this enactment shall be in addition to any other remedies which they may have by virtue of this and the incorporated Acts or any of them.

Contents of summons or warrant.

31. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof, or in a schedule thereto, several names and several sums.

Liability to gas rates not to disqualify justices.

32. No justice or judge of any county court shall, except as is by this Act otherwise provided, be disqualified from acting in the execution of this Act, by reason of his being liable under this Act to any gas rate, meter rent, or other charge, or of his being a shareholder in the company.

Penalties not cumulative.

33. Penalties imposed on the company for one and the same offence by several Acts of Parliament shall not be cumulative, and for such purpose this Act and the Acts incorporated herewith shall be deemed several Acts.

Saving rights of Leeds and Liverpool Canal Company.

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

Expenses of Act.

35. All the costs, charges, and expenses of applying for and obtaining this Act, or incident thereto, shall be defrayed by the company.

SCHEDULE referred to in the foregoing Act.

A.D. 1869.

AN AGREEMENT made the fifteenth day of July one thousand eight hundred and sixty-five, between James Lomax, of Clayton Hall, within the township of Clayton-le-Moors, in the county of Lancaster, esquire, for himself, his heirs, executors, administrators, and assigns, of the one part, and the Accrington Gas and Waterworks Company, incorporated by "The Accrington Gas and Waterworks Company's Act, 1854," and herein-after called "the said company," for themselves, their successors and assigns, of the other part.

Whereas the said James Lomax is seised in fee simple of or otherwise well and sufficiently entitled to the lands herein-after particularly mentioned or described: And whereas the said company, in exercise of the powers in that behalf enabling them in and by "The Accrington Gas and Waterworks Act, 1863," intend to make and construct certain additional waterworks, and the lands herein-after mentioned and coloured yellow on the plan drawn hereupon are lands which the said company are in and by the said last-mentioned Act empowered to purchase for that purpose, and the lands herein-after mentioned and coloured purple on the said plan drawn hereupon are lands which the said company are not by the said Act empowered to purchase, but the same are now required for the purpose of the said waterworks: And whereas the said company have agreed with the said James Lomax for the purchase of both the said lands, coloured yellow and purple on the plan drawn hereupon, and the grant of the privileges herein-after mentioned, for the considerations and upon the terms herein-after set forth: Now these presents witness, that the said James Lomax hereby contracts and agrees to sell to the said company, and the said company hereby contract and agree to purchase from the said James Lomax, all those the lands situate in the township of Great Harwood and parish of Blackburn, in the county of Lancaster, delineated and shown upon the plan drawn hereupon, and thereon marked out and coloured or shaded yellow and purple on the said plan drawn hereupon, and containing altogether seventy-six statute acres or thereabouts (all mines and minerals in and under the same lands, and the right to dig, get, and carry away the same being excepted): And it is hereby further agreed by and between the said James Lomax and the said company as follows, namely:

1. That the consideration or purchase money for the said lands shall be at and after the rate of one hundred and twenty pounds for each statute acre thereof, such sum to include compensation for all damage by severing the property purchased from the said James Lomax's other property, or by otherwise injuriously affecting such other property in the exercise of the powers of the said Acts, and to be in full satisfaction of all communications, works, and things (except such as are hereby specially provided for) which might otherwise be required to be made or done under the said Acts in anywise.

A.D. 1869.

2. That the purchase shall be completed and the purchase money paid on the first day of February one thousand eight hundred and sixty-eight, up to which time the said company shall pay to the said James Lomax, by way of interest on the purchase money, the sum of two hundred pounds per annum, by equal half-yearly payments on the first day of August and the first day of February in each year, the first half-yearly payment to be made on the first day of August next; and if from any cause whatever the purchase shall not be completed at the time herein-before mentioned, the said company shall thenceforth pay to the said James Lomax interest on the purchase money at the rate of six pounds per centum per annum, until the said purchase money is paid.

3. That the said company shall be entitled to possession of the said lands from the day of the date of this agreement.

4. That, until the completion of the said purchase, the said James Lomax shall have the use and enjoyment and the herbage and pasturage rent free of such portion of the said lands as shall not for the time being be broken up in the execution of the works of the said company.

5. That the said company shall not allow the farmhouse and buildings shown on the said plan called "Cotes," or any part thereof, to be converted into or used as a place for the sale of ale, beer, porter, spirits, or other intoxicating liquors.

6. That the said company shall, on or before the first day of February one thousand eight hundred and sixty-eight, take down, with as little damage as may be to the materials thereof, the said farmhouse and buildings called Cotes, and allow the said James Lomax to take away and remove such materials for his own use, without paying anything for the same; and the said James Lomax hereby agrees to remove such materials immediately they are taken down.

7. That the said company shall at their own expense, on or before the first day of February one thousand eight hundred and sixty-eight, fence off their intended works from the adjacent lands of the said James Lomax with a good and sufficient stone wall of not less than six feet in height, and shall, if required by the said James Lomax, make good and sufficient drains, with proper falls and outlets, on the northerly and southerly boundary lines of the said intended reservoir, and shall connect with the said drains all such existing drains as shall be intercepted thereby, the size, workmanship, and material of the said wall and drains respectively to be made to the satisfaction of the surveyor of the said James Lomax, and shall also make to the satisfaction of such surveyor watering places for cattle on both sides of the said intended reservoir, in such situations and manner as he may direct.

8. That the said company shall at their own expense, as soon as may be after completing the embankment of the said intended reservoir, make, form, and macadamize a good and sufficient carriage way along the embankment, and for ever thereafter keep and maintain the same road in good repair, and the said James Lomax, his heirs and assigns, and his and their tenants, servants, and workmen, and others employed by him or them, shall have free liberty to pass and repass from time to time, and at all times thereafter, and for all reasonable purposes, through, over, and along the said road, either with or without horses, carts, or carriages, or otherwise.

A.D. 1869.

9. That the said company shall and may have the full right and liberty of entering into the lands of the said James Lomax for the purpose of laying down, and may lay and maintain in and through such lands a line of main pipes from their said intended reservoir in the line indicated on the said plan and coloured red, and may also from time to time enter on such lands for the purpose of examining into the state of repair of the said pipes, and of repairing or relaying the same, or others in substitution therefor, the said pipes to be laid and fixed in a cutting and tunnel to be made by the said company from the point A to the point B as shown in the said plan, and which tunnel is intended to be continued to an intended reservoir to be called the Cliffe Reservoir, as shown on the said plan, under other lands in the township of Great Harwood, late belonging to Richard Grimshaw Lomax, esquire, deceased, and the said company shall from time to time make full compensation to the said James Lomax, his heirs and assigns, and the tenant or tenants, occupier or occupiers of any land through or under which any such pipes shall be laid, for any damage or injury to be occasioned to such lands thereby, and by the inspection, amending, or defect of the same pipes, and the said company shall be entitled to no other waterway or easement in the lands of the said James Lomax except as hereinbefore specified.

10. That the said company shall and may at all times hereafter have the right and privilege, so far as the said James Lomax hath power to grant the same, of passing to and from the lands hereby contracted to be sold, with carts, horses, workmen, and material, by, along, and over the occupation roads belonging to the said James Lomax, the said company at all times keeping the same roads in good condition and repair and making good any damage or injury thereto by such user.

11. That the said company shall make and pay full and adequate compensation for all trespass, injury, loss, and damage to be sustained or suffered by the tenant or respective tenants of the said James Lomax, his heirs and assigns, arising from and by the execution of the works of the said company.

12. That the said James Lomax and other the owner for the time being of the said estates, and all others by his permission in writing, shall for ever hereafter have and enjoy the exclusive right of fishing and shooting and sporting in and over the lands hereby contracted to be sold, and in the said intended reservoir on the Dean Brook, and of keeping and using a boat on the said reservoir for those purposes; provided nevertheless, that such rights and powers shall not be exercised so as to injure the embankments of the said reservoir or other works of the said company, or to foul the water of the said reservoir, or to interfere with the power of the company to draw off the water from the said reservoir, or to do any other act necessary for cleansing, repairing, or maintaining the said reservoir and the works connected therewith, or for preventing the water therein from being fouled, or for preventing the accumulation of fish, game, or fowl to such an extent as to affect the quality of the water.

13. That the said company shall, one month before the time herein-before fixed for completion of the purchase, cause a correct and accurate survey to be made at their own expense of the lands taken by them for their said works and produce, and at the like expense furnish a copy of such survey to the said James Lomax, his heirs or assigns, for the purpose of attesting the accuracy

thereof and ascertaining the amount of purchase money to be actually paid by the said company to him or them.

14. That the said company shall from time to time, on the requisition in writing of the said James Lomax, or other the owner or owners for the time being of certain estates situate in the township of Great Harwood and mentioned or referred to in the forty-second section of "The Accrington Gas and Waterworks Act, 1863," delivered at the principal office of the company for the time being, supply from the proposed reservoir on the Dean Brook, for manufacturing purposes, such a quantity of water, not exceeding eighty thousand gallons in any one day, to the said James Lomax or such owner, and his lessees and grantees, being occupiers of land in the township of Great Harwood, in such proportions as the said James Lomax or such owner as aforesaid shall in such requisition direct; and such water shall be furnished to the said James Lomax or such owner, and his lessees and grantees as aforesaid, at a price not higher than the scheduled price of the company for the time being for supplying water for similar purposes, but in no case at a price higher than eightpence per one thousand gallons.

15. That the said company shall pay the law, surveying, and other expenses which the said James Lomax has already incurred and been put to in and about the opposition to and the obtaining and passing of "The Accrington Gas and Waterworks Act, 1863," and the treaty for the sale of the said lands hereby contracted to be sold, not exceeding in the whole the sum of two hundred pounds, within one month from the date hereof.

16. That the said company shall pay and defray all costs of and incident to this agreement, and a duplicate thereof, and of a plan to be drawn thereupon, and of an abstract of the title of the said James Lomax to the fee simple of the lands hereby contracted to be sold, together with all costs of verifying such abstract, whether incurred or to be incurred by the said James Lomax.

17. That the said company shall prepare their conveyance in accordance with the terms of this contract of the said lands, rights, easements, and privileges hereby contracted to be sold, and a duplicate thereof for the said James Lomax, at their own expense, and shall leave the same conveyance and duplicate with the said James Lomax or his solicitors for execution fourteen days at least prior to the day fixed for the completion of the purchase.

18. That the said James Lomax shall deduce a good marketable title to the said lands and premises so agreed to be sold and purchased.

19. The said James Lomax shall be entitled to retain all title deeds and writings which relate to the said lands or any part thereof jointly with other lands, and shall, if required, give attested copies to the said company, and enter into a deed of covenant with them for the production of such title deeds and writings, such copies and deeds of covenant to be at the expense of the said company.

20. In case any dispute or difference shall arise as to the amount of money or compensation to be paid to any person or persons under this agreement, or as to any question connected with, or arising out of or upon the construction of the same agreement, the matters in dispute or difference shall be referred to the award, arbitrament, and final determination of two indifferent persons, one to be chosen by the said company and the other by the other person or persons in dispute; or, if the two persons chosen shall disagree, then by an

A.D. 1869.

umpire, to be chosen by such two persons before entering on their arbitration. And if either of the parties in dispute shall neglect or refuse, after the expiration of seven days notice in writing by the other party, to appoint an arbitrator in pursuance of the provision aforesaid, or the arbitrator appointed by one of the parties shall neglect or refuse after such notice as aforesaid to act, then and in either of such cases the arbitrator appointed by the other party shall alone make such arbitration and award as aforesaid; and the arbitration and award of the arbitrators or arbitrator or umpire, as the case may be, shall be final and conclusive on both the parties in regard to the matters aforesaid. And the award of the said arbitrators or arbitrator or umpire shall or may be made a rule of Her Majesty's Court of Queen's Bench at Westminster, if either of the parties shall require the same. In witness whereof the said James Lomax hath hereunto set his hand and seal, and the said company have hereunto caused their common seal to be affixed, the day and year first above written.

JAMES LOMAX, L.S.

L.S.

Signed, sealed, and delivered by the within-named James Lomax, in the presence of

LEO. WILKINSON, Solicitor,
Blackburn.

The seal of the Accrington Gas and Waterworks Company was hereto affixed in the presence of

SWAIN RHODES, Vice-Chairman.
ROBERT IDDON, Secretary.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1869.