CHAPTER xxxviii.

An Act to empower the Local Board for the District of Ashton-in-Makerfield to manufacture Gas, and to supply their District with Gas and Water; and for other purposes. [14th June 1875.]

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WHEREAS the township of Ashton-in-Makerfield, in the parish of Winwick, in the county palatine of Lancaster, is governed for local purposes by the Ashton-in-Makerfield Local Board of Health (in this Act called "the Local Board"):

And whereas the district of the Local Board (in this Act called "the district") is partially supplied with gas by the Ashton-in-Makerfield Gas Consumers Company, Limited (in this Act called "the Company"):

And whereas such supply is insufficient, and it is expedient that the manufacture and supply of gas to the district for public and private purposes be under the management of the Local Board:

And whereas the Company, under an agreement dated the twenty-eighth day of January one thousand eight hundred and seventy-four, and made between the Company of the one part and the Local Board of the other part, are supplying gas to or for the Local Board for lighting the streets within the district and the public property of the Local Board, and have laid mains for that purpose, which agreement will terminate on the first day of July one thousand eight hundred and seventy-five, and is the agreement recited in the agreement set forth in the First Schedule to this Act:

And whereas the Company have entered into an agreement with the Local Board for the sale to the Local Board of the undertaking of the Company, which agreement is set forth in the said schedule; and it is expedient that such agreement be confirmed and carried

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into effect, and that the undertaking of the Company be vested in the Local Board:

And whereas there is not at present any supply of water within the district, nor is it included within the limits of any waterworks company incorporated by Act of Parliament; and it is expedient that the Local Board should be authorised to construct waterworks and to furnish such supply:

And whereas it is expedient that the Local Board should be authorised to raise further money by rates and by borrowing for the purposes of this Act:

And whereas estimates have been prepared by the Local Board for the purchase of land for, and the execution of the works by this Act authorised, and such estimates are as follows; namely,

For gasworks, ten thousand pounds;

For waterworks, twenty thousand pounds:

And whereas the several works included in such estimates are permanent works within the meaning of the fifty-seventh section of "The Local Government Act, 1858:"

And whereas an absolute majority of the whole number of the members of the Local Board, at a meeting held on the fifth day of August one thousand eight hundred and seventy-four after ten clear days notice by public advertisement of such meeting and of the purpose thereof in the Wigan Examiner, a local paper published or circulating in the district, such notice being in addition to the ordinary notices required for summoning such meeting, resolved that the expense in relation to promoting the Bill for this Act should be charged on the general district fund and general district rates of the district:

And whereas such resolution was published twice in the Wigan Examiner, a newspaper circulating in the district, and has received the approval of the Local Government Board, and of one of Her Majesty's Principal Secretaries of State:

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the members of the Local Board at a further special meeting held in pursuance of a similar notice on the sixth day of January one thousand eight hundred and seventy-five, being not less than fourteen days after the deposit of the Bill in Parliament:

And whereas the owners and ratepayers of the district, by resolution in the manner provided in "The Local Government Act, 1858," for the adoption of that Act, consented to the promotion of the Bill for this Act:

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And whereas plans and sections describing the lines, situations, and levels of the works authorised by this Act, and plans showing the lands to be acquired under the powers of this Act, and a book of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of lands in the line of those works, or within the limits of deviation as defined on the plans, and describing those lands, have been deposited with the clerk of the peace for the county palatine of Lancaster, and are in this Act referred to as the deposited plans, sections, and book of reference:

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 as "The Ashton-in-Makerfield Local Board Act, 1875."

Provisions of certain general Acts incorporated.

2. The following enactments; namely,

"The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;"

"The Gasworks Clauses Act, 1847," (except the provisions thereof with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their benefit);

"The Waterworks Clauses Act, 1847," (except the provisions thereof with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit);

"The Waterworks Clauses Act, 1863;"

The provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands; and

The provisions of "The Commissioners Clauses Act, 1847," with respect to the mortgages to be executed by the Commissioners,

so far as the same respectively are applicable for the purposes of and not inconsistent with the provisions of this Act, are hereby incorporated with and form part of this Act; and "The Gasworks Clauses Act, 1871," shall apply to the existing gas undertaking of the Company, so soon as it shall be vested in the Local Board, as if the same had been authorised by this Act.

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Interpretation of terms.

3. The several words and expressions to which by the Acts wholly or partially incorporated with this Act meanings are assigned shall in this Act have the same respective meanings, unless there is something in the subject or context repugnant to such construction: Provided always, that in the Acts wholly or partially incorporated with this Act for the purposes of this Act—

"The undertakers," "the Company," or "the Commissioners" means the Local Board:

"The railway" means any reservoir by this Act authorised to be constructed:

"Centre of the railway" means, with respect to any reservoir by this Act authorised to be constructed, the boundary of such reservoir:

"Clerk to the Commissioners" means the clerk to the Local Board.

In this Act the following words and expressions shall have the meaning hereby assigned to them, unless there be something in the subject or context repugnant to such construction; (that is to say,)

"The gas undertaking" means the gas undertaking transferred to the Local Board under the powers of this Act, and includes all lands held by the Company or any person on their behalf, and all buildings, erections, mains, pipes, machinery, apparatus, approaches, easements, rights, and privileges of the Company, and after such transfer means that undertaking and the gas-works authorised to be made or maintained by the Local Board, and any extensions thereof, and the lands acquired for the purposes thereof:

"The water undertaking" means the waterworks, mains, and pipes by this Act authorised to be constructed or laid by the Local Board, and the lands acquired for the purposes thereof:

"The Public Health Acts" means "The Public Health Act, 1848," "The Local Government Act, 1858," and "The Local Government Act (1858) Amendment Act, 1861," and all other Acts passed amending those Acts, or any of them:

"Superior courts," or "court of competent jurisdiction," or any other like expression in this Act or the Acts 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.

Limits of Act for gas.

4. The limits of this Act for the supply of gas shall be the district, and such limits are in this Act referred to as the gas limits.

Water limits.

5. The limits of this Act for the supply of water shall be the district, and such limits are in this Act referred to as the water limits.

Act to be executed by Local Board.

6. This Act shall be executed by the Local Board, with the powers and indemnities and according to the provisions of the Public Health Acts; and those Acts shall, in relation to the Local Board and the several objects and purposes of this Act, be read and construed as if the purposes and provisions of this Act were purposes and provisions of the Public Health Acts so far as the same shall be applicable thereto, and except so far as any of the provisions of the Public Health Acts are expressly varied or otherwise provided for by this Act.

Agreement between Gas Company and Local Board confirmed.

7. The agreement between the Company and the Local Board, which is set forth in the First Schedule to this Act, is by this Act confirmed and made binding on the Company and the Local Board respectively, and may and shall be carried into effect accordingly.

Gasworks to vest in Local Board.

8. Upon the execution by the Company of a deed of conveyance of the undertaking of the Company to the Local Board, duly stamped, and in which the consideration is truly stated, the gas undertaking shall vest in the Local Board for all the estate and interest of the Company therein as from the first day of July one thousand eight hundred and seventy-five, free as between the parties to the scheduled agreement from any charge or incumbrance, but subject to such contracts, obligations, debts, and liabilities as are to be borne by the Local Board in pursuance of such agreement, and such vesting is in this Act referred to as "the transfer."

Receipt of three directors for purchase money to be a sufficient discharge.

9. The receipt in writing of three of the directors of the Company for the purchase money to be paid to them by the Local Board shall effectually discharge the Local Board from the sum which in such receipt shall be acknowledged to have been received, and from being answerable or accountable for the loss, misapplication, or non-application thereof.

Gas Company to wind up affairs.

10. Forthwith after the transfer the Company shall proceed to wind up their affairs, and in order thereto shall pay, satisfy, and discharge all their debts, contracts, and liabilities, and, subject thereto, shall distribute and pay their net moneys to and among the several persons who at the time of the transfer are the registered shareholders of the Company in proportion to their respective shares of the capital of the Company, or their respective executors, administrators, successors, or assigns, and the directors of the Company may exercise all powers necessary for the purposes aforesaid, and for the winding up the affairs of the Company.

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Receipt of guardian, &c. of shareholders to discharge Gas Company.

11. For the purposes of such winding up the receipt of the guardian or committee of the estate of any shareholder in the Company who shall be a minor, idiot, or lunatic shall be an effectual discharge to the Company, and to the directors thereof, for so much of the purchase money or other moneys as in such receipt shall be expressed to be received.

Payment into court by Gas Company.

12. If the Company for twelve months after the transfer are unable, after diligent inquiry, to ascertain the person to whom any part of the said purchase money ought to be paid, or where any part thereof is payable to a person who, or whose executors, administrators, guardian, or committee, cannot give an effectual receipt for the same, the Company shall pay the same into the Court of Chancery under any Act for the time being in force for the relief of trustees.

Debts due at the time of purchase and conveyance to belong to the Company notwithstanding this Act.

13. As between the Company on the one hand and the Local Board on the other hand, all debts, rents, and moneys which on the first day of July one thousand eight hundred and seventy-five shall be due or owing to the Company by any contractor or gas consumer or other person, and also a proportionate part of all current rents, rates, or charges from the last half-yearly or other day of payment up to the same day, and all moneys due and owing to the Company for or in respect of any supply of gas previous to or up to that day, shall belong and be paid to the Company, and if any of such debts, rents, charges, or moneys shall by reason of any existing contract being transferred to the Local Board or from any other cause be received by the Local Board, they shall in like manner pay over the same to the Company, and all debts, rents, rates, charges, and sums of money which on the said first day of July one thousand eight hundred and seventy-five shall be due or owing from the Company, with a proportionate part of such rents and rates as may be accruing but not actually due, shall be paid by the Company, and they shall on receiving their purchase money for the said undertaking either produce to the Local Board valid and sufficient receipts and discharges for all such debts or sums of money as ought to be paid by the Company as aforesaid, or otherwise the Company shall give unto or enter into with the Local Board a sufficient security or undertaking for the due payment and discharge of all such debts or sums, and for the indemnity of the Local Board from and against the same.

Company to be dissolved.

14. When and so soon as the debts and liabilities of the Company shall have been paid and satisfied, and the assets of the Company shall have been distributed in manner aforesaid, and

their affairs wound up, the Company shall be and is hereby dissolved.

Actions, &c. not to abate, and penalties to be recoverable.

15. No action, suit, prosecution, or other proceeding whatsoever commenced either by or against the Company shall abate or be discontinued or be prejudicially affected by reason of the transfer, but the same shall continue and take effect either in favour of or against the Company in the same manner in all respects as the same would have continued and taken effect in relation to the Company if the transfer had not been made; and all penalties incurred by reason of any offence against the provisions of any regulations of the Company binding on the Company prior to the transfer may be sued for, and all offences committed against such provisions prior to the transfer may be prosecuted in such or the like manner to all intents and purposes as such penalties might have been sued for, or such offences prosecuted, if the transfer had not taken place.

Powers to erect gasworks and to maintain gasworks of Gas Company when purchased.

16. Upon the transfer the Local Board may from time to time, in or upon the lands purchased by the Company described in the Second Schedule to this Act, or any part thereof, maintain, enlarge, alter, extend, renew, and discontinue the existing gasworks, and they may also erect, lay down, provide, and from time to time erect, maintain, alter, improve, enlarge, and extend, and renew and discontinue additional and other gasworks, buildings, retorts, gasometers, receivers, drains, sewers, mains, pipes, meters, machinery, apparatus, works, approaches, and conveniences, and do all such acts as they may think proper for manufacturing, storing, and supplying gas within the gas limits, and may manufacture and store gas accordingly, and may convert, manufacture, sell, and dispose of coke, coal tar, pitch, asphaltum, ammoniacal liquor, oil, and all other refuse or residuary products arising, remaining, produced by, or obtained from the manufacture of gas, and the materials used therein, and may manufacture and sell such articles as can be produced from or by means of the several matters and things aforesaid, and may contract for, take, and use any leave, license, or authority to work, use, exercise, or put in practice any invention or inventions under any letters patent at any time heretofore made or hereafter to be made granting any right or privilege of working, using, exercising, or vending any invention in relation to the manufacture and distribution of gas, or the utilisation of the residual products arising from the manufacture of gas, or otherwise in relation thereto, but the Local Board shall not acquire any exclusive right to any such invention; and the Local Board may also manufacture and sell, let, or deal in gas fittings, tubes, meters, pipes, and all other articles

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and things in any way connected with gasworks, or with the supply of gas to the consumers thereof, in such manner as the Local Board may think proper, and generally carry on the business usually carried on by gas companies, or which is or may become incident thereto.

Power to purchase lands by agreement.

17. The Local Board may, for the purposes of their gas undertaking, purchase, take, and hold by agreement, but not otherwise, in addition to the lands described in the Second Schedule to this Act, any lands and hereditaments not exceeding in the whole five acres, but the Local Board shall not manufacture gas or any residual products on any lands other than the lands described in the Second Schedule to this Act.

Power to supply gas beyond limits by agreement.

18. After the transfer the Local Board may supply gas by agreement outside the gas limits.

Power to lay pipes against buildings.

19. The Local Board, with the consent of the owner and occupier of any building, may lay any pipe, branch, or other necessary apparatus from any main or branch pipe into, through, or against such building for the purpose of lighting it, or any street, road, market place, or public building or place, and may, with the like consent, provide and set up any apparatus necessary for securing to such building, street, road, market place, or public building or place, a proper and complete supply of gas, or for measuring and ascertaining the extent of such supply, and may, with the like consent, from time to time repair, replace, alter, or discontinue and remove any such pipe, branch, or apparatus.

Limiting price of gas.

20. The price to be charged by the Local Board for gas supplied by them to persons who shall burn the same by meter shall not at any time exceed six shillings and eightpence per one thousand cubic feet.

Power to grant rebate on payments for gas.

21. The Local Board shall make an allowance of ten pounds per centum on all charges payable to them in respect of gas to persons who pay the sums due from them to the Local Board on the day appointed for payment thereof, or within thirty days thereafter, at the office of the Local Board.

Local Board to pay interest on money deposited as security for gas charges, &c.

22. If any person is required by the Local Board to give to them security for the payment of the price or rent of a meter the Local Board shall pay interest after the rate of five pounds per centum per annum on every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands.

Pressure of gas.

23. All gas supplied by the Local Board to any consumer of gas shall be supplied at such pressure as to balance a column of water

from midnight to sunset of not less than seven-tenths of an inch, and from sunset to midnight of not less than one inch in height at the main, as near as may be to the junction therewith of the service pipe supplying such consumer; and any gas examiner appointed under "The Gasworks Clauses Act, 1871," may, subject to the terms of his appointment, from time to time test the pressure at which the gas is supplied, and may for that purpose open any street, road, passage, or place vested in or under the control of any local or road authority; and the provisions of "The Gasworks Clauses Act, 1871," with reference to testing of gas and to penalties, shall, mutatis mutandis, apply to such testing of pressure, provided that on each occasion of such testing sufficient notice in writing shall be given to the Local Board of the time and place at which the same shall be conducted to enable them to be represented.

Burner.

24. The prescribed burner shall be Sugg's London Argand burner, number one, with a six-inch by one and three-quarter-inch glass chimney, but if at any time the gas flame tail over the top of that glass, a six-inch by two-inch chimney shall be used.

Quality of gas.

25. The prescribed number of candles shall be sixteen.

Testing place.

26. Within twelve months after the transfer a testing place shall be provided at the gasworks of the Local Board.

Power to make water-works.

27. Subject to the provisions of this Act and to the powers of deviation hereby given, the Local Board may make and maintain, in the line and situation and upon the lands delineated on the deposited plans and described in the deposited books of reference, and according to the levels shown on the deposited sections, the reservoirs, aqueduct, and other works following; (that is to say,)

1. A storage reservoir with a tank or service reservoir, wholly in the township of Ashton-in-Makerfield, in the parish of Winwick in the county of Lancaster, to be constructed in and upon certain lands belonging or reputed to belong to Sir Robert Tolver Gerard, Baronet, and in the respective occupations of James Wilcock, Richard Bradburn, and Abraham Latham, and situate about four hundred yards measured in a north-easterly direction from the junction of Leyland Green and Gladden Hey Brow Roads, in the same township:

2. A reservoir, wholly in the said township of Ashton-in-Makerfield, to be constructed in and upon certain lands of or reputed to belong to the said Sir Robert Tolver Gerard, Baronet, occupied by Richard Bradburn, situate on the brook known as the Down Brook, in the same township,

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abutting upon and on the westerly side of the said Gladden Hey Brow Road where the brook runs under the same road:

3. A reservoir, wholly in the said township of Ashton-in-Makerfield, to be constructed on lands of or reputed to belong to the said Sir Robert Tolver Gerard, Baronet, on the site of the existing reservoir or dam called Downall Green Dam, and on lands adjoining belonging or reputed to belong to the said Sir Robert Tolver Gerard, Baronet, and in the respective occupations of Thomas Crompton, the Reverend William James Melvill, and John Pilling:

4. A reservoir, wholly in the said township of Ashton-in-Makerfield, to be constructed on lands of or reputed to belong to the said Sir Robert Tolver Gerard, Baronet, in the occupation of William Yates, abutting upon and on the westerly side of the bridge in the occupation road leading from Ashton Heath to lands in the occupation of the said William Yates and others:

5. A reservoir, wholly in the said township of Ashton-in-Makerfield, to be constructed in and upon lands belonging or reputed to belong to the said Sir Robert Tolver Gerard, Baronet, in the occupation of Joseph Kay, situate four hundred yards or thereabouts measured in a westerly direction from the junction of the highways from Billinge, in the said county of Lancaster, to Ashton-in-Makerfield aforesaid, and from Seneley Green to Gladden Hey Brow at Simm's Lane End, all in the said township:

6. A service reservoir, wholly in the said township of Ashton-in-Makerfield, to be constructed in and upon a field adjoining the northerly side of the junction of Loughers Lane and Moor Lane, in the same township, and belonging or reputed to belong to Sir Robert Tolver Gerard, Baronet, and in the occupation of William Downall:

7. A service reservoir, wholly in the said township of Ashton-in-Makerfield, to be constructed in and upon lands belonging or reputed to belong to Sir Robert Tolver Gerard, Baronet, in the occupation of Cross, Tetley, and Company, Limited, situate on the westerly side of the road leading from Ashton-in-Makerfield to Platt Bridge, about one hundred yards from the point where the road known as Edge Green Lane leaves the same road:

8. A catchwater drain, commencing in the township of Winstanley, in the parish of Wigan in the said county of Lancaster, at a point three hundred yards in a north-westerly

direction from the farmhouse known as the Crow's Nest, and passing thence through the said township of Winstanley and into the said township of Ashton-in-Makerfield, and terminating in the said last-mentioned township at the Reservoir No. 1:

9. A catchwater drain, wholly in the said township of Winstanley, commencing at a point one hundred yards or thereabouts to the south of a dwelling-house known as Lower Castle House, and terminating by a junction with the catchwater drain No. 8 at a point fifty yards or thereabouts from where the said catchwater drain No. 8 crosses the boundary of the said two townships of Ashton-in-Makerfield and Winstanley:

10. A catchwater drain, wholly in the said township of Winstanley, commencing at a point one hundred and fifty yards or thereabouts to the south of a farmhouse known as Maddox House Farm, and terminating at the catchwater drain No. 8, where the same passes the boundary of the said townships of Ashton-in-Makerfield and Winstanley:

11. A catchwater drain, wholly in the said township of Winstanley, commencing at a point two hundred yards or thereabouts to the east of the plantation called Tatlock's Hill, and terminating at a junction with the catchwater drain No. 10 at a point therein near to Barton's Clough plantation:

12. A catchwater drain, wholly in the said township of Winstanley, commencing at a point four hundred yards or thereabouts to the east of the farmhouse occupied by Thomas Latham, and terminating at the junction of the catchwater drains Nos. 10 and 11:

13. A catchwater drain, commencing in the said township of Winstanley at a point four hundred and fifty yards or thereabouts east of Billinge Church, and passing through the said township of Winstanley, and into the said township of Ashton-in-Makerfield, and terminating at the said reservoir No. 5:

14. A main pipe or aqueduct, wholly in the said township of Ashton-in-Makerfield, commencing in and out of Reservoir No. 1, and terminating where the same township adjoins the township of Abram, at a point about fifty yards from the northerly side of a block of cottages known as Crippin's Houses, in the said township of Ashton-in-Makerfield:

15. A main pipe or aqueduct, wholly in the township of Ashton-in-Makerfield, commencing in and out of the main pipe

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No. 14, at the junction of the roads known as Ciss Lane and Booth's Brow Lane, and terminating at a point one hundred yards or thereabouts from the lodge gates at Ashton Cross to Garswood Park, in the said township of Ashton-in-Makerfield:

16. A main pipe or aqueduct, wholly in the township of Ashton-in-Makerfield, commencing in and out of the main pipe No. 14 at Four-footed Cross, and terminating at a point one hundred yards or thereabouts to the north of a dwelling-house known as Cranberry Lodge, in the said township of Ashton-in-Makerfield:

17. A main pipe or aqueduct, commencing in and out of the main pipe No. 14 at Four-footed Cross aforesaid, wholly in the said township of Ashton-in-Makerfield, and terminating at a point at or near the lodge gates at Lodge Lane to Garswood Park aforesaid:

18. A main pipe or aqueduct, wholly in the said township of Ashton-in-Makerfield, commencing in and out of the main pipe No. 14 at Stubshaw Cross, and terminating at a point one hundred yards or thereabouts to the north of the Harrow Inn, in the said township of Ashton-in-Makerfield:

19. A main pipe or aqueduct, wholly in the township of Ashton-in-Makerfield, commencing in and out of the said main pipe No. 14 at the east end of Gillacre Lane, and terminating at a point fifty yards or thereabouts to the south of the Robin Hood Inn, in the said township of Ashton-in-Makerfield:

Together with all proper embankments, bridges, tanks, filtering beds, dams, weirs, sluices, byewashes, channels, catchwater drains, pipes, culverts, tunnels, cuts, adits, engines, approaches, works, and conveniences auxiliary or subsidiary thereto or connected therewith, or necessary for taking, collecting, impounding, using, diverting, filtering, and distributing the waters by this Act authorised to be taken or used, and may enter upon, take, and use such of the lands shown upon the deposited plans and described in the deposited book of reference as they deem necessary for the purpose of their water-works undertaking, and may collect, impound, take, use, get, and appropriate for those purposes the waters from the Barton Clough Stream, the Winstanley Stream, and the Down Brook, and all other streams and waters shown on the deposited plans as intended to be intercepted or taken, and all waters found in, on, or under any of the lands acquired by them, and may stop up all roads and ways within the limits of deviation defined on the deposited plans, and thereon shown as intended to be stopped up, and in all cases in

which they acquire the lands on both sides of any such road or way they may appropriate the site thereof.

Power to deviate.

28. In constructing the waterworks by this Act authorised, or any of them, the Local Board may deviate laterally from the lines thereof to any extent not exceeding the limits of lateral deviation shown on the deposited plans, and beyond those limits, with the consent of the persons through whose lands such deviation is proposed to be made, and where on any road no such limits are shown, the boundaries of such road shall be deemed to be such limits, and may also deviate from the levels shown on the deposited sections to any extent not exceeding five feet upwards and seven feet downwards in the case of reservoirs, and five feet upwards or downwards in respect of other works: Provided always, that the Local Board shall not construct any embankment or wall of the said reservoirs of a greater height above the general surface of the ground than that shown in each case on the deposited sections.

As to pipes crossing mains of the Corporation of Liverpool.

29. Where any gas or water pipe or main (other than a service pipe) of the Local Board shall be laid across any water pipe or main (other than a service pipe) of the Corporation of Liverpool, herein-after called the Corporation, the Local Board shall cause such gas or water pipe or main to be laid and constructed so as to be self-supporting for a distance of three feet at the least on each side of the main or pipe at the point at which the same shall be so laid across such water pipe or main of the Corporation, in order that the Corporation may be enabled more easily to repair such pipe or main when requisite.

For protection of the Corporation of Liverpool.

30. Where any water main or pipe of the Corporation shall be severed, fractured, injured, or interfered with by the execution of the works authorised by this Act, or where by the execution of such works it becomes necessary for maintaining a supply of water to lay an additional water main or pipe, such additional water main or pipe, or the necessary repairs or connexions, shall be laid or made by the Corporation at the expense of the Local Board: Provided that if the Corporation shall not, after reasonable notice, lay such additional water mains or pipes, or make such repairs or connexions as may be required, the same may be laid or made by the Local Board.

Gas pipes not to be laid near water main of Corporation.

31. The Local Board shall not, where there is available space, place or lay any gas main or pipe (other than a service pipe) within four feet from any water main or pipe (other than a service pipe) of the Corporation without their permission, except in case of crossings, and except gas mains or pipes placed or laid by the Local

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Board in the same position and in substitution for existing gas mains or pipes.

Notice to be given to Corporation before execution of works within ten feet of Corporation water mains.

32. Before executing any works by this Act authorised over, under, or within ten feet of any water main or pipe (other than a service pipe) of the Corporation, the Local Board shall give to the Corporation three days notice in writing of their intention so to do, and such works shall be constructed under the superintendence and to the reasonable satisfaction of the engineer of the Corporation, and the Local Board shall take such precautions and do such works for preventing as far as possible any injury or interruption to the works and water supply of the Corporation as their engineer shall reasonably require, and shall pay all the reasonable expenses of the Corporation of superintending the construction of such works and incident thereto, and make good all damage to be occasioned thereby.

Penalty in case of interruption to the water supply of the Corporation.

33. If by reason of the construction of any of the works by this Act authorised interruption shall at any time be occasioned to the water supply of the Corporation, or if any such interruption shall be occasioned during any repairs of the works of the Local Board, or for or by reason of any want of repair or due or proper maintenance thereof, the Local Board shall forfeit and pay to the Corporation the sum of twenty pounds for every day during which such interruption shall continue, and the same sum may be recovered, with full costs of suit, by the Corporation in an action of debt in any of Her Majesty's superior courts at Westminster or in any court of competent jurisdiction.

Difference between Corporation and Local Board to be settled by arbitration.

34. If any difference arise between the Corporation and the Local Board touching the foregoing sections for the protection of the Corporation, or anything to be done or not to be done thereunder, such difference shall be determined by an arbitrator to be agreed upon between the parties, or, failing agreement, to be appointed by the president for the time being of the Institution of Civil Engineers, upon the application in writing of either party, and the decision of the arbitrator shall be binding and conclusive on all parties, and the costs of the arbitration shall be in the discretion of the arbitrator.

Saving rights under section 25 of Gasworks Clauses Act, 1847.

35. The provisions contained in the preceding sections shall not be deemed to qualify or affect the twenty-fifth section of "The Gasworks Clauses Act, 1847," and the Corporation shall have such and the same rights under that section as if such provisions had not been passed.

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For the protection of the Lancashire Union Railways Company.

36. In constructing and maintaining the works by this Act authorised (as shown on the deposited plans) or any other works in the execution of the powers conferred by this Act affecting the railways and works of the Lancashire Union Railways Company (herein-after called "the Railways Company"), the Local Board shall be subject to the following conditions; viz.,

All the works crossing or affecting the said railways or works, or any or either of them, shall be executed and maintained at the expense of the Local Board, under the superintendence and to the satisfaction of the engineer for the time being of the Railways Company, and according to plans and specifications previously submitted to such engineer:

If the surveyor of the Local Board and the engineer of the Railways Company differ concerning the plans or specifications or the execution of the said works, every such difference shall be settled by an engineer to be appointed by the said surveyor and the engineer of the Railways Company, or, failing agreement, by the arbitration of an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party, the costs of the arbitration being in the discretion of the arbitrator:

The said works shall be constructed and maintained so that the traffic upon the said railways and works shall not be in anywise impeded:

The Local Board shall acquire only an easement in and upon such of the railways, works, lands, and property of the Railways Company as may be necessary for constructing and maintaining the aqueducts, conduits, or lines of pipes by this Act authorised to be laid:

If by reason of the construction and maintenance of the works by this Act authorised the said railways or works shall be in any way damaged or injured, or the traffic thereon impeded, the Local Board shall compensate the Railways Company for any loss or expense occasioned thereby:

The amount to be paid to the Railways Company for the acquisition of an easement upon their works, lands, and property as herein-before provided, and the amount of compensation (if any) for any damage or injury to the said railways and works, or impediment to the traffic thereon, shall be settled, in case of difference, in the manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to the purchase of lands otherwise than by agreement:

Provided always, that, subject to the stipulations before set forth and the provisions of this Act, the Local Board may lay any

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aqueduct, conduit, or line of pipes along any public street, road, highway, or bridge crossing such railways, or any of them.

Power to purchase additional lands for waterworks purposes.

37. The Local Board may from time to time by agreement, in addition to any land they are hereby authorised to purchase for the purposes of their gas and water undertakings, purchase and hold for the purposes of their water undertaking any land not exceeding in the whole five acres, in addition to the lands they are authorised to take under the compulsory powers of this Act.

Persons authorised to convey land may grant easements.

38. The persons by "The Lands Clauses Consolidation Act, 1845," authorised to sell and convey or release lands may by agreement, and subject to the provisions of such Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," grant or demise to the Local Board for the purposes of this Act, other than the construction of gasworks and reservoirs, any estate less than an estate in fee simple, or any term of years right of user, or any easement (not being an easement of water), liberty, privilege, power, or authority in, over, or affecting the lands by this Act authorised to be taken; and the provisions of "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," with respect to land and rentcharges, so far as the same respectively are applicable in that behalf, shall extend and apply to such easements, rights, and privileges as aforesaid, and to rentcharges reserved by grants and leases of easements respectively.

Period for compulsory purchase of lands.

39. The powers by this Act granted to the Local Board for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

40. The waterworks hereby authorised shall be completed within five years from the passing of this Act, and on the expiration of such period the powers by this Act granted to the Local Board for making the said works, or otherwise in relation thereto, shall cease, except as to so much thereof as shall then be completed; but nothing in this Act contained shall restrict the Local Board from extending, enlarging, altering, or removing any of their tanks, filters, and engines, machinery, mains, or pipes at any time or from time to time as occasion requires.

Provision as to compensation water.

41. With respect to the water to be taken and the compensation water to be afforded by the Local Board the following provisions shall have effect; (that is to say,)

The Local Board shall during every day in every year deliver

into the Down Brook at the following points the following quantities of water; namely,

(1.) Thirty thousand gallons out of Reservoir No. 2, to be delivered into the Down Brook at a point therein situate not more than two hundred yards (measured along the centre of that brook) below the foot of the embankment of Reservoir No. 2;

(2.) A further quantity of fifteen thousand gallons out of Reservoir No. 3, to be delivered into the said brook at a point therein situate not more than two hundred yards (measured along the centre of that brook) below the foot of the embankment of Reservoir No. 3; and,

(3.) A further quantity of five thousand gallons out of Reservoir No. 4, to be delivered into the said brook at a point therein situate not more than two hundred yards (measured along the centre of the said brook) below the foot of the embankment of Reservoir No. 4;

The Local Board shall not at any time take any water into Reservoir No. 3, except when the flow of the water down the said brook between the Reservoir No. 2 and Reservoir No. 3 (inclusive of the said quantity of thirty thousand gallons) shall be after the rate of eighty thousand gallons a day:

The Local Board shall not at any time take any water into Reservoir No. 4, except when the flow of the water down the said brook between Reservoir No. 3 and Reservoir No. 4 (inclusive of the said quantities of thirty thousand and fifteen thousand gallons) shall be after the rate of two hundred and fifty thousand gallons a day:

The Local Board may at any time deliver out of Reservoir No. 2 the whole aggregate quantity of fifty thousand gallons, and shall not at any time deliver less than thirty thousand gallons for every day out of the same reservoir (except in case of accident), and may deliver the remaining twenty thousand gallons, or any less amount required to make up the whole aggregate quantity of fifty thousand gallons from either of the said Reservoirs Nos. 3 and 4, instead of in separate quantities from the said several reservoirs; and in case of any accident to the said Reservoir No. 2, the Local Board may deliver, during the time necessary to repair any such accident, the entire quantity of water from either or both of the said Reservoirs Nos. 3 and 4.

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The Local Board shall construct and for ever thereafter maintain suitable measuring gauges over or through which the respective quantities of compensation water shall flow or be discharged, and such other works as shall be necessary to carry into effect the provisions of this section, and the gauges and works shall be respectively open to the inspection and examination of the owners, lessees, and occupiers of the several present and future mills and works interested in the water so to flow or be discharged through or over the same, such mills and works not being lower than the mill occupied by the Liverpool Reformatory School:

If at any time any of the gauges or works shall be in an unfit state of repair or condition for the purposes for which they are intended, the same shall forthwith be put into a proper and efficient state of repair and condition by and at the expense of the Local Board, or if they fail so to do within seven days after notice given to them by or on behalf of any three of the occupiers of the said mills and works, or any of them, so interested in the supply of water requiring the Local Board so to do, it shall be lawful for the said occupiers, or any of them, to cause such repairs to be done and performed in connexion with the said gauges and works as shall be necessary for placing them in a proper and efficient state and condition, and to recover the expenses of such repairs, with full costs of suit, against the Local Board in any court of competent jurisdiction:

The situation and sufficiency of the said gauges and works, and the efficiency of their state of repair and condition, shall, in case of dispute, be determined by an engineer to be agreed upon between the parties, or in case of difference, to be appointed by the president for the time being of the Institution of Civil Engineers:

In case of any neglect on the part of the Local Board, by or in consequence of which any of the several quantities of water aforesaid shall not flow in such manner as is required by this Act, the Local Board shall, for every day on which such neglect occurs, forfeit and pay to the occupiers of each of the mills and works injuriously affected thereby (such mills or works not being lower than the mill occupied by the Liverpool Reformatory School), who may sue for and recover the same, the sum of five pounds, and shall in addition make compensation for any loss, damage, or injury sustained by such occupiers, or any of them, in respect of which such penalties are an insufficient compensation, and such occupiers may

respectively from time to time recover such compensation, with costs, from the Local Board by proceedings in any court of competent jurisdiction: Provided, that in case of any mill or other work so injuriously affected being in the occupation of several persons no greater penalty than five pounds per day shall be payable by the Local Board in respect of that mill or other work, and the failure to supply compensation water thereto:

Any moneys, costs, charges, and expenses to be paid by the Local Board in pursuance of the provision of this section shall be deemed to be expenses necessarily incurred in carrying into execution this Act with respect to the waterworks and the water supply:

The provisions of this section shall be accepted and taken by all parties interested as full compensation for all water which the Local Board can collect or divert and impound by the works authorised by this Act.

Supply regulated by gravitation.

42. The Local Board shall not be bound at any time to lay on the supply of water at any elevation at which, having regard to the general supply of the district, the water cannot be supplied by gravitation from the reservoirs to be constructed under the powers of this Act.

Rates for supply of water.

43. The Local Board may demand and take for the supply of water for domestic purposes within the district any rates and charges not exceeding the rates and charges following; (that is to say,)

Where the annual rack-rent or value of the premises so supplied with water shall not exceed twenty pounds, at a rate per centum per annum not exceeding seven pounds ten shillings:

Where such annual rack-rent or value shall exceed twenty pounds, and not exceed forty pounds, at a rate per centum per annum not exceeding seven pounds:

Where such annual rack-rent or value shall exceed forty pounds, and not exceed sixty pounds, at a rate per centum per annum not exceeding six pounds ten shillings:

Where such annual rack-rent or value shall exceed sixty pounds, and not exceed eighty pounds, at a rate per centum per annum not exceeding six pounds:

Where such annual rack-rent or value shall exceed eighty pounds, and not exceed one hundred pounds, at a rate per centum per annum not exceeding five pounds ten shillings:

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Where such annual rack-rent or value shall exceed one hundred pounds, at a rate per centum per annum not exceeding five pounds:

Provided always, that the Local Board shall not be compellable to afford a supply of water for domestic purposes for any less sum than eight shillings and eightpence in any one year for every dwelling-house or part of a dwelling-house.

Rates for waterclosets and private baths.

In addition to the rates computed as above specified, the Local Board may charge for a second watercloset, and for any private bath in any private dwelling-house, or part of such dwelling-house or appurtenance thereto, the following rates; (that is to say,)

When the annual rack-rent or value shall not exceed ten pounds, the sum of five shillings per annum:

When the annual rack-rent or value shall exceed ten pounds, but shall not exceed twenty pounds, the sum of six shillings per annum:

When the annual rack-rent or value shall exceed twenty pounds, but shall not exceed forty pounds, the sum of eight shillings per annum:

When the annual rack-rent or value shall exceed forty pounds, but shall not exceed eighty pounds, the sum of ten shillings per annum:

When the annual rack-rent or value shall exceed eighty pounds, the sum of twelve shillings per annum:

And for every additional watercloset beyond the second, and for every additional bath beyond the first, the sum of five shillings a year respectively.

Incoming tenant not to be liable for arrears of water rent except by express agreement.

44. If any water consumer leave the premises to which water has been supplied without paying to the Local Board the water rate or charges due from him, the Local Board shall not require from the next tenant of the premises payment of the arrears so left unpaid by the defaulting consumer unless the incoming tenant shall have agreed with the Local Board or with the defaulting consumer to pay the arrears, but the Local Board shall supply water to the incoming tenant upon the terms and conditions prescribed by this Act, if required by him so to do.

Supply of water for domestic purposes.

45. The Local Board are hereby authorised to cause either main pipes or service pipes, as circumstances shall require, to be laid down, and water to be brought through every street within the water limits, and, save as herein-after mentioned, shall, at the request of the owner or occupier of any house in any street in which such pipes shall have been so laid down, furnish to such person within such house, by means of branch or communication

pipes and other necessary and proper apparatus to be provided, laid down, and maintained as herein-after mentioned, at the cost of such person, a sufficient supply of water for domestic purposes; and, save as herein-after mentioned, the owner of any house within the water limits shall, when thereunto required by the Local Board, provide a branch or communication pipe and other necessary and proper apparatus to convey the water into such house from any main or service pipe which now is or hereafter may be laid in any street in which such house may be situate in such manner as to afford an actual supply of water within such house to the occupier thereof; and, except as herein-after provided, the occupier of such house shall be liable to pay and shall pay the water rates in respect of the same.

Power to Local Board to make regulations for preventing waste of water.

46. Subject to the provisions of this Act, the Local Board from time to time may make and enforce, by penalties and otherwise, such reasonable regulations as they find expedient for preventing the waste or misuse of water, and among other things, may prescribe the size, nature, make, strength, and arrangement of the pipes, cocks, cisterns, and other apparatus used for the purposes of the supply, and may prescribe the mode, manner, and time of connecting the service pipes with the pipes belonging to the Local Board: Provided, that no such regulations shall be operative until they have received the approval of the Local Government Board.

Power of Local Board to refuse supply where regulations not complied with.

47. In the event of any such regulations not being observed by any person having or requiring a supply of water, the Local Board may refuse to supply water, or cut off the water supplied by them to him, unless and until the regulations be complied with, and if and whenever any difference arises as to whether the regulations have been complied with by any person whose supply of water is so cut off, the difference may be referred by either party to and shall be settled by two justices.

For preventing waste of water.

48. The Local Board shall not be compellable to supply with water any bath if it contain when filled for use more than fifty gallons of water, or any watercloset or bath, or the apparatus connected therewith, unless the same be made to the satisfaction of the Local Board, and used so as to prevent the waste, contamination, or undue consumption of the water of the Local Board.

Power for Local Board to remove water pipes.

49. If and whenever any house, building, or premises which shall have been supplied with water by the Local Board shall be unoccupied, the Local Board, their agents, servants, or workmen, after giving twenty-four hours previous notice to the owner by

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serving the notice on him or sending the same by post addressed to him at his usual place of abode or business, or if the owner or his usual place of abode or business be not known to the Local Board, by affixing the same for three days on some conspicuous part of such house, building, or premises, may enter into such house, building, or premises between the hours of eight o'clock in the forenoon and eight o'clock in the afternoon, and remove and carry away any pipe, meter, fittings, or other works the property of the Local Board.

Public drinking fountains.

50. The Local Board from time to time when and as they think expedient may put up and continue, and from time to time remove or discontinue, drinking places with proper conveniences for the gratuitous supply of water to the public (but for drinking only) in such public places within the water district as the Local Board think fit, but not against any private dwelling-house, warehouse, counting-house, or shop, except with the consent of the owner and occupier thereof, or against any public building, unless the building shall be the property of the Local Board.

Charges for supply of water for other than domestic purposes.

51. The Local Board may supply water within the district for purposes other than domestic purposes by meter or otherwise, and on such terms, pecuniary and otherwise, and conditions as shall be agreed on between the Local Board and the person requiring the supply, and the moneys payable for the supply shall be water rates, and recoverable accordingly: Provided always, that no person shall be entitled to a supply of water for other than domestic purposes if such supply would interfere with the sufficiency of the supply of water for domestic purposes.

Rate payable by owner for small houses, &c.

52. Where the yearly value of a house supplied with water does not exceed eight pounds, or the house is let to monthly or weekly tenants, or tenants holding for any other period less than a quarter of a year, the owner, instead of the occupier, shall pay the rate for the supply, but the rate may be recovered in the first instance from the occupier, and may be deducted by him from rent from time to time due from him to the owner.

Where several houses supplied by one pipe each to pay.

53. Where several houses or parts of houses in the occupation of several persons shall be supplied by one common pipe, the several owners or occupiers of such houses or parts of houses shall be liable to the payment of the same rates for the supply of water as they would have been liable to if each of such several houses or parts of houses had been separately supplied with water from the works of the Local Board by a distinct pipe: Provided always, that the Local Board shall not be compelled to supply water to the

occupier of any part of a dwelling-house, or for any premises occupied with a dwelling-house, unless the water rate is paid for the whole of such dwelling-house and premises.

Supply to houses partly used for trade, &c.

54. The Local Board shall not be bound to supply with water, otherwise than by measure, any building used as a dwelling-house, whereof any part is used as a warehouse, or for any trade or manufacturing purpose for which water is required.

Power for Local Board to supply water beyond the district.

55. The Local Board may, by agreement with the owner or occupier of any buildings or lands not within the district, and not within the water limits of any local board, or other public body authorised and able and willing to supply water, or of any water company incorporated or empowered by Act of Parliament, supply water to him for domestic or other purposes by measure or otherwise, on such terms and conditions as the Local Board and he agree, but the Local Board shall not in any case supply water beyond the district, so as to interfere with a proper supply for all purposes within the district.

Powers for agreements with sanitary authorities, &c.

56. The Local Board may from time to time agree with any local board, sanitary authority, or public body, or any company empowered to supply water, for the supply by the Local Board to the authority, body, or company, of water in bulk or otherwise, for public, sanitary, private, or other purposes, but the Local Board shall not under any such agreement supply water so as to interfere with a proper supply for all purposes to the inhabitants of the district.

Local Boards to levy rates for purposes of agreements.

57. Any such local board, sanitary authority, or public body shall from time to time levy the rates requisite to enable them to pay the water rents made payable to the Local Board by the agreement with them, and to give full effect to the terms and conditions and proper incidents thereof: Provided always, that, as regards any rates in this section mentioned to be laid or levied, the occupier of any land used as a railway constructed under the powers of any Act of Parliament for public conveyance shall be assessed to such rates in respect of the same land in the proportion of one fourth part only of the net annual value thereof.

Provision for waste or undue consumption of water.

58. If any person supplied with water by the Local Board wilfully or negligently suffers any pipe, valve, ball-tap, cock, cistern, or other receptacle for water supplied by the Local Board to be out of repair, so that the water supplied to him by the Local Board is wasted or unduly consumed, he shall for every such offence be liable to a penalty not exceeding five pounds, and the Local Board may, after twenty-four hours notice in writing, enter and

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make such repairs as may be necessary to prevent waste or undue consumption, and the expenses of such repairs shall be recoverable summarily from the offender or from the owner or occupier.

For preventing frauds and waste of water.

59. If and whenever any person supplied with water under this Act wilfully does, or causes or suffers to be done, anything in contravention of any of the provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the prevention of waste, misuse, contamination, or undue consumption of water, the Local Board may cut off or stop any pipe by or through which water is supplied to him, and may cease to supply him with water as long as the cause of injury remains or is not remedied, and also may recover in any court of competent jurisdiction from every person so offending the amount of all damage sustained by reason thereof, and the remedies of the Local Board under this enactment shall be in addition to their other remedies in this behalf.

Power to borrow on mortgage.

60. The Local Board from time to time, under the authority of this Act, in addition to any moneys they are authorised to borrow under the Public Health Acts, may borrow at interest on mortgage of the gas undertaking and the gas rates and other rates, rents, and revenue under this Act in respect of the gas undertaking, and also on mortgage of the waterworks undertaking, and the rents, rates, and charges to be taken, levied, and made for the supply of water under this Act, and also on mortgage of the general district fund and general district rates leviable by the Local Board under the Public Health Acts, or of any such securities either together or separately, all such sums as they may from time to time think requisite for any of the purposes of this Act, not exceeding in respect of the gas undertaking twelve thousand pounds, and in respect of the waterworks undertaking twenty-five thousand pounds, and after having paid off otherwise than by instalments or by the sinking fund any moneys so borrowed, may re-borrow the amount so paid off, and so from time to time.

Certain regulations of Local Government Act as to borrowing not to apply.

61. The powers of borrowing money by this Act given shall not be restricted by any of the regulations contained in the fifty-seventh section of "The Local Government Act, 1858," and in calculating the amount which the Local Board may borrow under the Public Health Acts any sums which they may borrow under this Act shall not be reckoned.

Commissioners Clauses Act, 1847, to apply to mortgages.

62. The sections of "The Commissioners Clauses Act, 1847," with respect to mortgages to be executed by the Commissioners, shall be applicable to the mortgages to be made by the Local Board under this Act: Provided, that they may pay off such mortgages

by equal annual instalments spread over sixty years or by a sinking fund: Provided also, that the sum to be set apart yearly by the Local Board as a sinking fund, shall be a sum equal to one seventy-fifth part of so much of the moneys borrowed by the Local Board under this Act as shall not be repayable by instalments, but it shall not be obligatory to commence such repayment by instalments, or to set apart or appropriate any moneys to or for the purposes of the said sinking fund, until the expiration of five years from the passing of this Act.

Annual return to Local Government Board with respect to sinking fund.

63. The clerk to the Local Board shall, within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund, or to be paid as an instalment under this Act, transmit to the Local Government Board a return in such form as may be prescribed by that Board, and verified by statutory declaration, if so required by them, showing the amount which has been paid off by instalment or invested for the purpose of such sinking fund during the year preceding the making of such return, and the description of the securities upon which the same has been invested, and also showing the purposes to which any portion of the moneys invested for the sinking fund have been applied during the same period, and the total amount remaining invested at the end of the year, and in the event of any wilful default in making such return such clerk shall be liable to a penalty of not exceeding twenty pounds; if it appear to the Local Government Board, by such return or otherwise, that the Local Board have failed to pay any instalment or to set apart the sum required by this Act for the sinking fund, or have applied any portion of the moneys set apart for that fund to any purposes other than those authorised by this Act, the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be set apart and invested as part of the sinking fund, and such order shall be enforceable by writ of mandamus to be obtained by the Local Government Board out of the Court of Queen's Bench.

Receiver or mortgagees.

64. The amount of principal or principal and interest in arrear to authorise the appointment of a receiver of the gas undertaking, under the eighth section of "The Gasworks Clauses Act, 1871," shall not be less than three thousand pounds.

Appointment of receiver for water-works.

65. The mortgagees of the waterworks undertaking may enforce the payment of arrears of interest or of principal, or of principal and interest, due to them by the appointment of a receiver. The amount of principal in arrear to authorise the appointment of a

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receiver of the waterworks undertaking shall not be less than three thousand pounds.

Gasworks rate for expenses of carrying powers of Act into execution by Local Board.

66. The Local Board may from time to time, when and as often as occasion requires, and according to the powers, provisions, and limitations of the Public Health Acts, make and levy a general district rate, to be called "the gasworks rate," for defraying the charges and expenses of carrying into execution the several powers with respect to gasworks and gas by this Act vested in the Local Board: Provided always, that the Local Board shall not for these purposes levy in any one year a greater rate than one shilling in the pound upon the rateable value of the district according to their next preceding assessment of the property within the district to the relief of the poor: Provided also, that the Local Board shall not levy such rate or any part thereof during such time as they charge less than the maximum price of gas in any part of the district.

Gasworks rates may be collected with general district rates.

67. For the purpose of diminishing the expense of assessing, making, levying, and collecting the gasworks rates under this Act, it shall be lawful for the Local Board to include the same in any general district rates under the Public Health Act, and to make, levy, collect, and recover such gasworks rates as part of any such general district rates.

Deficiency of funds of waterworks.

68. If in any year the amount standing to the credit of the water account herein-after mentioned be insufficient for the payment of the charges thereon, and the execution of this Act with respect to the waterworks and the water supply, the deficiency shall be made up out of the general district rates by carrying an adequate sum therefrom to the credit of the water account; and the Local Board from time to time, in preparing the estimates of the amount required in their judgment to be raised by means of a general district rate for the purposes of the district, may include therein, and in making such rate, such sums respectively (if any) as in the judgment of the Local Board are necessary to be provided in aid of the deficiency from time to time arising as aforesaid in the water account, and shall collect the same as part of such general district rates.

Protection to lenders from inquiry as to application of money.

69. Any person lending money to the Local Board shall not be bound or entitled to inquire as to the observance by them of any provision of this Act, or be bound to see to the application or be answerable for any loss, misapplication, or non-application of such money, or any part thereof.

Money borrowed to be applied for authorised purposes.

70. All money borrowed by the Local Board under this Act shall be carried to separate accounts, to be called respectively "the gas account" and "the water account," and shall be applied for the purposes for which it is by this Act expressly authorised to be borrowed.

Amount of rate to include expenses of recovering it.

71. The amount of any rate made by the Local Board under "The Public Health Act, 1848," or any Act supplemental thereto, and this Act, may, if they think fit, be of such amount as in their judgment will be sufficient to raise or discharge not only the sum in respect of which the rate is made, but also such a sum as will meet the expenses of what is in their judgment a due proportion of the expenses incurred in and about making and recovering the rate.

Income of Local Board under Act.

72. All the moneys from time to time borrowed by the Local Board under this Act, and all moneys from time to time received by or for the use of the Local Board under this Act, or in carrying it into execution, shall from time to time forthwith after the receipt thereof be paid to the treasurer of the Local Board, and be carried by him to the credit of the proper account.

Expenditure by Local Board under Act.

73. All costs, charges, and expenses of and incident to the executing by the Local Board of this Act, and all moneys from time to time borrowed by the Local Board under this Act, and the interest thereon, and all other the expenses and liabilities of the Local Board under and with respect to this Act, and the purposes and execution thereof, and all sums of money payable by the Local Board under the said agreement, are by this Act charged on and shall be paid out of the revenue of the Local Board arising under this Act in respect of the gas undertaking and the waterworks undertaking respectively; and any surplus which in any year may remain after satisfying and paying such costs, charges, expenses, liabilities, and sums of money, and setting apart the prescribed sum as a sinking fund, and paying instalments due under this Act, shall be applicable as to so much of such surplus as shall arise in respect of the gas undertaking to such extensions of the gas mains and works, and to such other purposes connected with the gas undertaking, and as to so much of such surplus as shall arise in respect of the water undertaking, to such extension of the water mains and works, and such other purposes connected with the water undertaking, as shall from time to time in the judgment of the Local Board be requisite or desirable: Provided always, that the said surplus arising in respect of the water undertaking shall not be so applied until any moneys supplied to the water account by and out of the general district rates shall have been repaid.

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Application of moneys borrowed.

74. All moneys from time to time borrowed under this Act shall be applied by the Local Board only to the following purposes:

In payment of the costs, charges, and expenses of and incident to the preparing, applying for, obtaining, and passing of this Act, or otherwise in relation thereto;

In payment of the costs, charges, and expenses of and incident to the purchase of the gas undertaking, and (after the transfer to the Local Board of that undertaking) in the extension and improvement of the gas undertaking, and in payment of the costs, charges, and expenses of and incident to the manufacture and supply of gas;

In the purchase of lands and construction of the waterworks by this Act authorised, and laying of mains and pipes and other works necessary for affording a supply of water within the district of the Local Board;

In the exercise of the powers of this Act with respect to the paying off (otherwise than by means of instalments or a sinking fund) of moneys borrowed, and of reborrowing;

Provided, that the application of any such moneys for the purposes of works not hereby expressly authorised shall be subject to the approval of the Local Government Board.

Separate accounts.

75. The Local Board shall keep separate accounts in respect of gasworks and waterworks.

Apportionment of items.

76. When any expenditure is incurred for purposes common to two or more accounts the Local Board may apportion the same between those accounts as they think fit.

Application of certain provisions of Gasworks Clauses Act, 1871, to waterworks.

77. The following provisions of "The Gasworks Clauses Act, 1871," incorporated with this Act, namely,

Section 20.—(Register of gas meters to be primâ facie evidence);

Section 22.—(Power to remove meters and fittings);

Section 23.—(Recovery of charges for gas);

Section 38.—(Penalty for injuring meters);

Section 40.—(Recovery of rents, &c.);

Section 41.—(Recovery of sums due to undertakers);

Section 42.—(Contents of summons or warrant);

Section 43.—(Warrant of distress shall include costs);

Section 45.—(Service of notices by undertakers);

Section 46.—(Liability to gas rent not to disqualify justice from acting);

shall extend and apply, mutatis mutandis, to the like purposes with respect to the waterworks and water supply, and to the Local Board.

Contract for supply of gas not to disqualify members of Local Board.

78. No person shall be disqualified from being, continuing, or acting as a member of the Local Board by reason of his being concerned in any contract entered into by the Local Board for a supply of gas or water or other miscellaneous articles or things under this Act, or for the sale of any land for the purposes of the Public Health Acts or this Act, or of his being interested in any contract with any newspaper in which advertisements are inserted for the Local Board, nor shall any mortgagee of the gas or water rents and rates to be levied under this Act be disqualified as a member of the Local Board by reason of his being a mortgagee, but no member shall vote upon any question in which he is interested personally or otherwise than as a consumer of the gas or water of the Local Board.

Authentication of notices.

79. Any summons, demand, or notice, or other such document to be given by the Local Board under this Act, may be in writing or print, or partly in writing and partly in print, and if the same require authentication by the Local Board, the signature thereof by the clerk of the Local Board shall be a sufficient authentication.

Saving rights of Local Board.

80. Except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, or prejudice any of the estates, rights, powers, or privileges of the Local Board.

Expenses of Act.

81. All the costs, charges, and expenses of and incident and preparatory to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Local Board.

SCHEDULES.

FIRST SCHEDULE.

Agreement between Ashton Gas Consumers Company, Limited, and the Local Board.

Articles of Agreement made and entered into this 9th day of November 1874, between the Ashton-in-Makerfield Gas Consumers Company, Limited (herein-after for brevity called "the Gas Company") of the one part, and the Local Board for the district of Ashton-in-Makerfield, in the county of Lancaster (herein-after for brevity called "the Local Board") of the other part.

1. Whereas the said Gas Company is a company limited by shares, and was duly incorporated and registered on the 10th day of January 1866, under and pursuant to the provisions of "The Companies Act, 1862," with memorandum and articles of association bearing date respectively the 3rd day of January 1866:

2. And whereas the said Gas Company have laid in, through, under, along, or across divers streets, highways, footways, yards, and other places within Ashton-in-Makerfield aforesaid, divers gas mains and service pipes, and they now are and have been for many years past supplying gas to the principal inhabitants, shops, dwelling-houses, works, and buildings in Ashton-within-Makerfield aforesaid:

3. And whereas the said Gas Company are also now supplying gas to or for the said Local Board for lighting certain or certain parts of the principal or some of the principal public streets and highways within the district of, and the public office or offices of the said Local Board, under and upon the terms and conditions mentioned or contained in a certain agreement dated the 28th day of January 1874, expressed to be made between the said Gas Company of the one part and the said Local Board of the other part:

4. And whereas the said Gas Company and the said Local Board have agreed, but subject nevertheless as appears by or referred to in these presents, and to confirmation by Parliament during the ensuing session of Parliament, to enter into the agreements herein-after contained:

5. Now these presents witness, and it is hereby agreed between the said Gas Company and the said Local Board (subject to the said Local Board obtaining an Act during the ensuing session of Parliament sanctioning this agreement) as follows:

6. The said Gas Company hereby contract and agree to and with the said Local Board to sell, transfer, and convey and assure to or in trust for the said Local Board at the price of 6,928*l.*, and the said Local Board hereby contract and agree to and with the said Gas Company, to purchase, accept, and take at the price aforesaid,—

7. Firstly, all and singular the gasworks constructed, built, made, or executed by the said Gas Company, situate in Ashton-in-Makerfield aforesaid, consisting of gas-holder, gas-tank, retort-house, retort-beds, and retorts erected thereon, meter and purifying-house, workshop, and lime store, condensers, tar and ammonia-water or liquor wells, station-meter, pumping apparatus, coal-shed, purifiers, crane, and other buildings, fixed plant, machinery, and apparatus, in or upon the land or part of the land situate in Ashton-in-Makerfield aforesaid, comprised in or assured or intended to be comprised in and assured to or in trust for the said Gas Company in or by a certain indenture bearing date the 13th day of April 1866, and made or expressed to be made between John Pollard Micklethwaite, Esquire, and the Reverend John Whitley of the first part, Henry Jackson Whitley, Esquire, of the second part, the Reverend Charles Thomas Whitley, and Frances Whitley his wife, of the third part, and the said Gas Company of the fourth part.

8. And also all and singular the land, messuages, cottages, or dwelling-houses, erections, buildings, and hereditaments, including the Gas Company's office and manager's house, which are now respectively subsisting, and all other the premises, if any, comprised in and assured or intended to be comprised in and assured to or in trust for the said Gas Company in or by the said indenture of the 13th day of April 1866, subject, however, as and with the benefit and advantage of the covenants, powers, and provisions respectively in the said indenture mentioned or referred to, together with and subject to all easements and rights of way, light, and water, and all other rights and privileges and appurtenances whatsoever to the said hereditaments belonging or appertaining, and to all tenancies existing on the 1st day of July 1875, of or in the said hereditaments, or any of them.

9. And also the working tools in use, and all and every the gas mains, and service-pipes, and gas lamps (if any), of the said Gas Company, which on the date of these presents the said Gas Company have so laid, and any others to be laid in substitution for those now in existence, in, through, under, along, or across the streets, highways, footways, yards, and other places within Ashton-in-Makerfield aforesaid (other than and except and in respect of the gas mains, and service pipes and other work, matters, and things done or performed, or to be done or performed, by the said Gas Company, to, or for, or upon the request, or by the authority of the said Local Board, under or by virtue of, or pursuant to the provisions, or any of the provisions, of the said agreement of the 28th day

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of January 1874), and all other (if any) the property of the said Gas Company, in and upon the said works and premises (except those herein-after mentioned, or referred to in clause 17).

10. And together also with the benefit and advantage of all contracts for the purchase or supplying of gas, coal, cannel, tar, and ammoniacal water or liquor, and subject to all the contracts, liabilities, duties, responsibilities, and engagements of the said Gas Company subsisting and obligatory upon the said Gas Company on the 1st day of July 1875.

11. And these presents also witness, and it is hereby further agreed between the said Gas Company and the said Local Board, that the said Gas Company (subject to the said Local Board obtaining an Act during the ensuing session of Parliament sanctioning this agreement), do hereby contract and agree with the said Local Board to sell, assign, transfer, and assure to or in trust for the said Local Board, and the said Local Board, subject to the aforesaid sanction, hereby contract and agree to and with the said Gas Company to purchase, accept, and take,—

12. Secondly, all and singular the gas mains, service pipes, goods, articles, materials, work, labour, and other matters and things supplied, laid down, done, and provided, and contracted, and agreed to be supplied, laid down, done, and provided by the said Gas Company, under or pursuant to the provisions of the said agreement of the 28th day of January 1874.

13. The purchase money of the premises secondly herein-before described, mentioned, or referred to, shall be the sum which has already been expended, and the sum and sums which shall from this date and up to the date or time of the completion of the whole contract made by these presents be expended, by the said Gas Company in or about perfecting the contract made by and the provisions contained in the said agreement of the 28th day of January 1874, together with interest thereon respectively, at the rate, and from the date or time, or respective dates or times, mentioned or referred to in such agreement, up to the said 1st day of July 1875, or other the later date or time of payment thereof.

14. Subject to the provisions of these presents, the sale and purchase shall take effect as on and from the 1st day of July 1875, upon which day the said Local Board shall be let into actual possession of the purchased premises, subject as aforesaid, and into the receipt of the rents and profits thereof respectively.

15. Up to the said 1st day of July 1875, the said Gas Company shall continue in the actual possession of, and in the management of the purchased premises, and in the receipt of the rents and profits thereof respectively, for their own sole benefit, and the said Gas Company shall carry on their business as heretofore at their own expense and risk, and will maintain and keep in as good repair and condition as at present (reasonable wear and tear only excepted) all the purchased premises.

16. Up to the said first day of July 1875, the said Gas Company shall, on the request in writing of the surveyor or engineer of the said Local Board, make such extensions of and additions to their works and plant, and for the proper development of their business, other than the matters provided for in the said agreement of the 28th day of January 1874, as may from time to time be specified in such request, on condition that the said Local Board do provide the funds necessary for the purpose, or make satisfactory arrangements with the said Gas Company for the repayment to the said Gas Company of the outlay which they may incur thereby, together with interest thereon from the time of incurring such outlay up to the time of repayment thereof, after the rate per cent. per annum, to be from time to time agreed upon between the said Local Board and the said Gas Company.

17. The stock in trade, unfixed gas meters, gas fittings, coal, cannel, coke, tar, ammoniacal liquor, gas in the gas holder, in the gas apparatus, and in the gas mains, and all other stock in trade in the possession of and belonging to the Company on the first day of July 1875, shall be purchased and taken by the said Local Board as on the 1st day of July 1875, at the invoiced prices thereof respectively, and such prices shall be paid by the Local Board, with interest thereon from the said 1st day of July 1875, after the rate of five pounds per centum per annum up to the day or time of payment thereof.

18. On the 1st day of July 1875, the said Gas Company will deliver over to the said Local Board the purchased premises (reasonable wear and tear only excepted) with the ordinary, proper, and sufficient store of gas in the said Gas Company's gas holders of at least as good quality as the gas now supplied by the said Gas Company, and with the whole of the gasworks in as complete working condition as at present, so that the supply of gas may not be in any way interrupted, and shall further leave on the said premises and deliver over to the said Local Board, coals to the extent of at least ten tons, to enable them to carry on the said works, such coals being paid for by the said Local Board.

19. Upon payment of the said sum of six thousand nine hundred and twenty-eight pounds, and all interest (if any) due thereon, or upon any part thereof by the said Local Board to the said Gas Company, and of other the moneys payable by the said Local Board to the said Gas Company under these presents, or otherwise, the said Gas Company shall execute all such assurances and instruments as may be necessary for the conveyance and transfer and assurance to the said Local Board of the purchased premises, such assurances and instruments to be prepared by and at the expense of the said Local Board.

20. The purchase shall be completed on the first day of July 1875, and if from any cause whatever the said sum of six thousand nine hundred and twenty-eight pounds, or other the moneys payable by the said Local

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Board to the said Gas Company under these presents or otherwise, or any of them, or any part thereof respectively, shall remain unpaid after the said first day of July 1875, the same shall bear interest, or such of them, or so much thereof respectively as shall not be paid, shall bear interest at the rate of five pounds per centum per annum from that day until payment.

21. The said Gas Company and their servants, directors, manager, solicitor, and others shall, at the costs, charges, and expenses of the said Local Board, render to the said Local Board and their surveyors, solicitors, and agents all such information and assistance as they respectively can or are able to obtain, and as shall be required in writing in or about or relating to the obtaining by the said Local Board of the proposed Bill or Act, so far as relates to the gas clauses so proposed to be inserted therein, or to be inserted therein, and particularly the confirmation of these presents, and the terms and conditions herein contained; but it is distinctly understood and agreed between the said Local Board and the said Gas Company that these presents are not to be binding upon the parties hereto, but are to be wholly inoperative, in case these presents and the provisions herein contained are not confirmed by Parliament during the ensuing session of Parliament.

22. The said Bill or Act shall contain a clause confirming this agreement, and making the same binding upon the said Gas Company and the said Local Board respectively, and also proper and sufficient provisions for enabling the said Gas Company, after the completion of the sale of the purchased premises, to realize their assets, and discharge their liabilities, and divide their surplus assets among their shareholders, and wind up their affairs, and for their eventual dissolution.

23. The costs, charges, and expenses of the said Gas Company which have already been or shall or may hereafter be incurred or paid, as well in connexion with as of and incident to the negotiations for and relative to the purchase of the purchased premises and of this agreement and consequent thereon respectively, and the costs of the abstract of title which may be required by the said Local Board to the purchased premises, and of and relative to the conveyance and assurance of the purchased premises, and of and incident to the said Bill or Act, shall be borne by the said Local Board.

24. If at any time any question shall arise between the said Gas Company and the said Local Board as to the intent, construction, effect, and meaning of this agreement, or any clause or provision herein contained, every such question shall (unless it can be otherwise satisfactorily arranged and disposed of) be referred to and determined by arbitration, according to the provisions with respect to the determination of disputes by arbitration of "The Railways Clauses Consolidation Act, 1845," or any subsisting statutory modification or alteration thereof.

25. The Local Board shall accept such title as the said Gas Company have to the premises comprised in the said indenture of the 13th day of April 1866.

In witness whereof the said Gas Company and the said Local Board have hereunto set and affixed their respective common seals, the day and year first before written.

Passed under the common seal of the Ashton-in-Makerfield Gas Consumers Company, Limited, in the presence of

Seal of Gas Company.

William Johnson,
William Valiant,
Christopher Fisher Clark,
J. F. Pennington,
Thomas Mather,
} Directors.

William S. France,
Solicitor, Wigan,
Law clerk to the Gas Company.

Passed under the common seal of the Ashton-in-Makerfield Local Board, in the presence of

Seal of Local Board.

Gerard O'Reilly,
Henry Siddall,
William Yates,
Peter Jenkins,
Robert Ellison,
} Five members.

John E. Fairless,
Clerk to the said Local Board.

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SECOND SCHEDULE.

Lands belonging or reputed to belong to the Company, namely, a piece of land situate at or near Dobbs Court, in the town and district of Ashton-in-Makerfield, whereon the gasworks and seven cottages of the Company have been erected and are now standing, bounded on the north and east sides by the brook known as Millingford Brook, and on the south side in part by Dobbs Court, and on other part by the public footpath leading from Dobbs Court to the Millstone Inn, Ashton Heath, in the same township, and on the west side in part by the fileworks belonging or reputed to belong to and in the occupation of John Lowe, and on other part by a cottage belonging or reputed to belong to the said John Lowe, and in the occupation of Peter Cottam.

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