ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. lxxxviii.

An Act to alter and amend "The *Bingley* Improvement Act, 1847;" to extend the Limits of the District of the *Bingley* Improvement Commissioners; to enable the Commissioners to purchase the Works of the *Bingley* Gas Company; and for other Purposes. [17th *June* 1867.]

WHEREAS under "The *Bingley* Improvement Act, 1847," Powers were granted to the *Bingley* Improvement Commissioners for lighting, paving, cleansing, sewering, draining, regulating, and improving certain Portions of the Town and Neighbourhood of *Bingley* in the West Riding of the County of *York* as defined in the said Act: And whereas the Commissioners, pursuant to Section Fifteen of "The Local Government Act, 1858," have adopted Sections Forty-three, Forty-four, Forty-five, Forty-six, Forty-seven, Forty-eight, Sixty-eight, Sixty-nine, Seventy, Seventy-one, and Seventy-three of "The Public Health Act, 1848," and have also adopted Sections Twenty-nine, Thirty, Thirty-one, and Thirty-eight of "The Local Government Act, 1858:" And whereas by "The *Bingley* Gas Act, 1847," the *Bingley* Gas Company was incorporated, and such Company is now lighting the District of the said Commissioners: And

10 & 11 Vict. c. cclviii.

21 & 22 Vict. c. 98. (*Public.*)

And whereas it is expedient that the said Commissioners should be empowered to supply Gas within their District and in certain Places in the Vicinity thereof: And whereas the said Commissioners have entered into an Agreement with the said Company for the Purchase of their Gasworks, Property, and Undertaking, which Agreement is set forth in Schedule A. to this Act, and it is expedient that such Agreement should be confirmed: And whereas it is expedient that the District of the Commissioners should be extended, and that "The *Bingley* Improvement Act, 1847," should in some respects be amended: And whereas it is expedient that the Commissioners should be authorized to purchase by Agreement certain Streams, Springs of Water, and Waterworks now held by them under a Lease granted pursuant to the Provisions of the said "*Bingley* Improvement Act," together with certain other Streams, Springs, and Works occupied and used therewith, though not expressly demised by such Lease, and also to purchase by Agreement from the Lord of the Manor of *Bingley* certain Manorial Rights and Franchises mentioned in the Forty-second Section of the said Act: And whereas the aforesaid Objects 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 any Purpose as "The *Bingley* Extension and Improvement Act, 1867;" and "The *Bingley* Improvement Act, 1847," and this Act, may be cited together for any Purpose as "The *Bingley* Improvement Acts, 1847 and 1867."

Interpretation of Terms.

2. In this Act the following Words and Expressions shall have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; that is to say,

"The Commissioners" shall mean the Commissioners acting under "The *Bingley* Improvement Act, 1847:"

"The Company" shall mean the *Bingley* Gas Company:

"The District" shall mean the District under the Control of the Commissioners as enlarged and defined by this Act:

"The Gas District" shall mean the District within which Gas is by this Act authorized to be supplied by the Commissioners:

"Gasworks" shall include the Gasworks, Mains, Pipes, and other Property connected with the Manufacture or Supply of Gas for the Time being belonging to the Commissioners:

"Waterworks" shall mean the Waterworks, Mains, Pipes, and other Property connected therewith now held on Lease or occupied or made use of by the Commissioners:

"The

"The *Bingley* Improvement Act" shall mean "The *Bingley* Improvement Act, 1847."

10 & 11 Vict. c. 15. incorporated.

3. "The Gasworks Clauses Act, 1847," (except the Clauses and Provisions with respect to the Amount of Profit to be received by the Undertakers when the Gasworks are carried on for their Benefit,) shall be incorporated with this Act, except so far as the same Act or any Part thereof may be expressly varied, altered, or be inconsistent with this Act; and the Expressions "the Undertaking" and "the Gasworks" shall mean the Gasworks, Mains, Pipes, Property, and Premises now or to be hereafter purchased, acquired, made, and laid down by the Commissioners; and the Expression "the Undertakers" or "the Company" shall mean the Commissioners.

Provisions of former Act extended to this Act.

4. "The *Bingley* Improvement Act," and Sections Forty-three, Forty-four, Forty-five, Forty-six, Forty-seven, Forty-eight, Sixty-eight, Sixty-nine, Seventy, Seventy-one, and Seventy-three of "The Public Health Act, 1848," and Sections Twenty-nine, Thirty, Thirty-one, and Thirty-eight of "The Local Government Act, 1858," and all the Powers, Provisions, Matters, and Things therein respectively contained, except such as may be varied, altered, or repealed by or as may be inconsistent with the Provisions of this Act, shall continue in full force, and shall be construed to extend to this Act and the Objects and Purposes thereof in the same Manner in all respects as fully as if the same Powers, Provisions, Matters, and Things were hereby re-enacted, and "The *Bingley* Improvement Act," and the aforesaid Portion of the several other Acts and this Act, and the Acts and Portions of Acts hereby incorporated, shall be construed together as One Act: Provided always, that where any of the Sections of the said Public Health Act and Local Government Act have been amended, altered, varied, or extended by any subsequent Act, the Sections hereby incorporated shall be subject to such Amendments, Alterations, and Variations; provided further, that such Incorporation shall not be interpreted to exclude the Commissioners from obtaining any Repeal, Variation, or Extension of the said Sections which they might obtain if this Act had not been passed.

11 & 12 Vict. c. 63. incorporated.

5. The several Sections of "The Public Health Act, 1848," that is to say, Sections Forty-nine, Fifty-one, Fifty-two, and Fifty-four, so much of Fifty-six as has not been repealed, Fifty-seven to Sixty, both inclusive, Sixty-two to Sixty-seven, both inclusive, so much of Seventy-four as has not been repealed, Ninety, Ninety-one, and Ninety-two, One hundred and thirty-two, One hundred and forty, One hundred and forty-three, One hundred and forty-four, One hundred and forty-six to One hundred and fifty-one, both inclusive, shall, subject to such

Amendments, Alterations, or Extensions as by any subsequent Act may have been effected or made in such Sections respectively, or any of them, be incorporated with and form Part of this Act, but without Prejudice to any of the Powers or Provisions of "The *Bingley* Improvement Act," so far as the same are still subsisting and not expressly repealed; and in construing the aforesaid Sections the Word "Commissioners" shall be substituted throughout for the Words "Local Board of Health," or "Local Board," as the Case may be; and the Words "General District Rate" shall mean the *Bingley* Improvement Rate.

Parts of 21 & 22 Vict. c. 98. (*Pub.*) incorporated.

6. The several Sections of "The Local Government Act, 1858," that is to say, Sections Thirty-three to Thirty-six, both inclusive, and Sixty-one to Sixty-three, both inclusive, shall, subject to such Amendments, Alterations, or Extensions as by any subsequent Act may have been effected or made in such Sections respectively, or any of them, be incorporated with and form Part of this Act, but without Prejudice to any of the Powers or Provisions of "The *Bingley* Improvement Act," so far as the same are still subsisting and not expressly repealed; and in construing the aforesaid Sections the Word "Commissioners" shall be substituted for the Words "Local Board," or "Local Board of Health," as the Case may be.

Definition of Word "Owner."

7. In this Act and also in "The *Bingley* Improvement Act," and the several Acts or Portions of Acts incorporated herewith and therewith respectively, the Word "Owner" shall have the same Meaning attached thereto as is attached to that Word in Section Two of "The Public Health Act, 1848:" Provided always, that in the Case of Improvement Rates, as well general as private, paid by any such Owner, either in the first instance or by a Deduction under the present Provision from the Rent paid to him in respect of Lands of which he may not be beneficially entitled to the full net annual Value thereof as defined by the aforesaid Section, he may deduct the whole or a proportionate Part thereof, as the Case may be, from his Cestuique Trust, or from the Person entitled to receive Rent from such Owner, in the Proportion to which they shall be respectively entitled to the aforesaid net annual Value of the said Hereditaments and Premises.

Limits of District.

8. The Limits of the District under the Control of the Commissioners, and to which these Powers shall extend, shall from and after the passing of this Act embrace so much of the Hamlet of *Micklethwaite* outside of and adjoining their old District as defined by Section Eight of the Act of 1847 as lies within a Boundary or Line commencing on the Easterly Side of the *Leeds and Liverpool* Canal at a Point

a Point at the Top of certain Stone Steps in a Field called "*Sour Flat*" belonging or reputed to belong to *Thomas Kitchingman Staveley* Esquire, *George Edward Wilson* Esquire, and the Dowager Lady *Bromley*, some or One of them, occupied by *James Hulbert*, and through that Field in a direct Line in an Easterly Direction across the *Bingley and Otley* Highway to the North-westerly Corner of a Garden belonging to and in the Occupation of *Benjamin Broadbent* Esquire to and until it reaches the furthest or South-easterly Corner of a Field called "*Lupton Ing*" belonging or reputed to belong to *George Lane Fox* Esquire, and occupied by *Benjamin Beck Skirrow*, thence along the Southerly Boundary Wall of "*Jer Wood*" belonging or reputed to belong to *George Lane Fox* Esquire, and occupied by *Benjamin Beck Skirrow*, through Part of "*Jer Wood*," and thence in a direct Line to the Stone on the *Bingley and Gilstead* Highway marking the Boundary of the old District, and also so much of the Hamlet of *Harden* outside of and adjoining the said old District as consists of a Close or Parcel of Land called "*The Holme*" belonging or reputed to belong to the *Bingley* Gas Company, and others Purchasers from them, as purchased by the Company from the late Reverend *Thomas Gerard Ferrand* in the Year Eighteen hundred and forty-nine, with the Buildings thereon; and the Act of 1847 shall be read and construed as if the Limits of the Act as therein mentioned comprised the District as hereby defined: Provided always, that after the passing of this Act the Lands hereby included in the District of the Commissioners shall be excluded from the District of any other Local Boards or Local Boards of Health, and from the Limits of any other Body of Commissioners, and the Owners and Occupiers thereof respectively shall thereupon cease to be liable to the Payment of Rates made by any other such Board or Body of Commissioners.

The Gas District.

9. The District within which Gas may be supplied by the Commissioners shall comprise the Parish of *Bingley* in the West Riding of the County of *York*.

Qualification of Commissioners.

10. Section Ten of "The *Bingley* Improvement Act," with respect to the Qualification of Commissioners, shall be and the same is hereby repealed, and in lieu thereof be it enacted, That every Commissioner elected after the passing of this Act shall have the following Qualifications; that is to say, he shall either be rated to the Rate made for the Relief of the Poor in respect of Property within the District on the net annual Value of Fifteen Pounds or upwards, or be seised or possessed or in the Enjoyment of the Rents and Profits of Lands and Hereditaments within the District of the annual Value of Forty Pounds for an Estate not less than a Life in being, or for a Term originally created of not less than Ninety-nine Years, for his own

Use or for that of his Wife, or have his principal or usual Place of Residence within the District, and be possessed of Real and Personal Estate or Real or Personal Estate of not less than Five hundred Pounds in Value beyond what will satisfy his Debts.

Contract for Supply of Gas, &c. not to disqualify a Commissioner.

11. No Person shall be disqualified for being, continuing, or acting as a Commissioner by reason of his being concerned in any Contract entered into by the Commissioners for a Supply of Gas or Water under this Act, or by reason of his being supplied with Gas or Water, or with Gas, Water, or other Fittings, or on account of any Sale of Land for the Purpose of this Act, or of his lending to the Commissioners any Sum of Money on Mortgage for the Purposes authorized by this Act.

Power to Commissioners to break up Streets without Notice.

12. It shall not be necessary for the Commissioners, before they proceed to open or break up any Street, Highway, Bridge, Sewer, or Drain under the Control of the Commissioners or within their District, to give any Notice of their Intention so to do.

Persons liable to pave, &c. Footways to be liable to flag and channel them.

13. Every Owner of any House or Building who, under Section Seventeen of "The *Bingley* Improvement Act," may be compellable by the Commissioners to pave or fence any Causeway or Footway, shall also in like Manner be compellable, if and when required by the Commissioners, to flag and channel the same Causeway or Footway, and the said Section shall be read and construed as if it contained such Provision.

Purchase of the Undertaking of the Gas Company.

14. The Agreement set forth in Schedule A. to this Act shall be and the same, except as varied by this Act, is hereby confirmed, and the Company shall convey to the Commissioners the Undertaking, and all the Works, Property, Rights, Credits, and Effects of the Company, in consideration of the Receipt by them of the Sum of Nineteen thousand seven hundred and twenty-one Pounds for Distribution amongst their Shareholders; and the Execution of a Conveyance by the Company under their Common Seal of their Lands, Works, Property, Rights, and Undertaking shall be sufficient to vest the same, and all Rights, Privileges, and Easements, but subject to all the Debts and Liabilities of the Company, including its Mortgage Debt, in the Commissioners; and the Receipt of any Three of the Directors of the Company for such Sum of Nineteen thousand seven hundred and twenty-one Pounds endorsed upon the Deed of Conveyance shall be a sufficient Discharge for the same to the Commissioners, and the Commissioners shall not be bound to see to the Distribution of such Monies, nor be answerable for the Misapplication or Nonapplication thereof. Nothing in this Act shall prejudice any of the Rights or Remedies

Remedies of any Mortgage or Bond or other Creditors of the Company who shall have such and the same Rights, Remedies, and Liens upon or against the Property of the Company, and also upon and against the Commissioners and their Property, as they would have had against the Company and their Property if this Act had not been passed.

Confirmation of certain Purchases and Sales of Land by the Company.

15. Whereas the Company, in consequence of an Action for Nuisance having been brought against them in respect of their Works in the Town of *Bingley*, purchased certain Land beyond the Limits defined in "The *Bingley* Gas Act, 1847," and having constructed new Works on Part of such Land, which new Works have been the only Gasworks of the Company since the year Eighteen hundred and forty-nine, have at various Times sold Parts of such Land as were not required by them for the Purposes of their Undertaking: And whereas Doubts may perhaps be raised whether such Purchase and Sales were within the Powers of the Company: Be it enacted, That the said Purchase by the Company, and all the said Sales by them, shall for all Purposes be deemed to be and to have been as valid from the making thereof as the same would have been if such Land had been situate within the Limits defined by the said Act.

Application of Purchase Money for Gasworks.

16. The Company shall stand possessed of the Money which shall be paid by the Commissioners for the Purchase of the Undertaking, and of all other Monies, if any, belonging to the Company, upon trust to divide and distribute the same between the several Persons who shall at the Time of the passing of this Act be Holders of Shares in the Company, and their respective Executors, Administrators, or Assigns, rateably and in proportion to their Share in the Capital of the Company; and the Directors of the Company may exercise all Powers necessary for distributing the Assets and winding up the Affairs of the Company.

Persons whose Names appear in the Books as Shareholders to be deemed such until the contrary be proved.

17. The several Persons whose Names shall appear in the Books of the Company at the Time of the passing of this Act to be the Proprietors of Shares therein shall, unless the contrary be proved to the Satisfaction of the Directors of the Company, be considered to be Shareholders of the Company for the Purposes of the Distribution of the Purchase Money for the Undertaking, and of other Monies, if any, belonging to the Company.

Receipt of Committee or Guardian of Shareholders to discharge Company.

18. The Receipt of any Committee or Guardian of any Shareholder in the Company who shall be an Idiot, Lunatic, or Minor shall be an effectual Discharge to the Company and to the Directors thereof for the Money in such Receipts expressed to be received, and shall exonerate them from any Trust or Obligation affecting the Shares in respect of which such Money shall be paid.

19. If

Provision in case of Absence of Shareholders.

19. If the Company be unable, by reason of the Absence from *Great Britain* or of the Incapacity of any Shareholder, his Executors, Administrators, or Assigns, or of his Existence or Place of Abode not being, after reasonable Inquiry, ascertainable by the Company, to pay to such Shareholder, or his Executors, Administrators, or Assigns, the Sum of Money which may be payable to him or them by the Company under the Provisions of this Act, then and in every such Case the Company shall from Time to Time, according to the Provisions of any Act for the Time being in force authorizing the Payment into the Court of Chancery of Trust Monies under like Circumstances, pay into that Court all Monies which according to this Act ought to be paid by the Company to him or them; and such Payment shall be deemed to be Payment by the Company to him or them, and he or they shall be entitled to obtain, according to the Provisions of any such Act, Payment of such Money out of that Court to him or them.

Company to be dissolved.

20. When and so soon as the Assets of the Company shall have been distributed in manner aforesaid, and their Affairs wound up, the Company shall be dissolved, and "The *Bingley* Gas Act, 1847," shall from that Time be deemed to be repealed, but without Prejudice to any Act, Deed, Matter, or Thing done or executed under or by virtue thereof, which shall remain as good and valid as if that Act were still unrepealed.

Upon Payment of Consideration and Execution of Conveyance the Gasworks to vest in the Commissioners.

21. Immediately upon the Payment by the Commissioners of the Purchase Money for the said Undertaking, and upon the Execution by the Company under their Common Seal of a Deed of Conveyance, duly stamped, and in which the Consideration is truly stated, of the Gasworks, Lands, and Undertaking of the Company to the Commissioners, the Gasworks, Lands, and Undertaking comprised in such Conveyance, and all the Rights and Privileges of the Company under "The *Bingley* Gas Act, 1847," or otherwise, shall by virtue of this Act become vested in the Commissioners for all the Estate and Interest of the Company therein as from the Thirtieth Day of *June* Eighteen hundred and sixty-seven.

Actions, &c. not to abate.

22. No Action, Suit, Prosecution, or other Proceeding whatsoever commenced or liable to be commenced either by or against the Company shall abate or be discontinued or be prejudicially affected by reason of the passing of this Act, but the same shall continue and take effect, either in favour of or against the Commissioners, in the same Manner in all respects as the same would have continued and taken effect in relation to the Company if this Act had not been passed.

23. Upon

Undertaking to be carried on by the Commissioners.

23. Upon the passing of this Act the Company shall cease to manufacture or supply Gas, and the Gasworks shall thenceforth be carried on by and in the Name of the Commissioners.

General Powers of the Commissioners as to Gas.

24. Subject to the Provisions of this and the incorporated Acts, the Commissioners may, on and after the passing of this Act, manufacture Gas and light the public Streets and Buildings within the Limits of the Gas District, and may supply Gas within the same Limits, and may convert, manufacture, sell, and dispose of Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and all other Refuse or Residuary Products produced by or arising or obtained from the Manufacture of Gas or 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, Licence, 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 Utilization of the residual Products arising from the Manufacture of Gas or otherwise in relation thereto, and may also manufacture and sell, let, or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumers thereof, in such Manner as the Commissioners may think proper, and generally carry on the Business usually carried on by Gas Companies, or which is or may become incident thereto: Provided that nothing in this Act contained shall prevent the Commissioners from being liable to any Indictment for Nuisance or to any other legal Proceeding to which they may be liable in consequence of any of the Operations aforesaid; but the Commissioners shall not, by virtue of this Proviso or anything in this Act contained, be rendered liable to such Indictment or other legal Proceeding at the Suit, Prosecution, or Instance of any Purchaser or Purchasers of any Land from the Company, or the Appointees, Heirs, or Assigns of such Purchaser or Purchasers, or his or their Tenants or Occupiers of such Land, in any Case in which by the Deed of Conveyance to such Purchaser or Purchasers the Company is exempted or absolved from such Liability.

Power to purchase Lands.

25. The Commissioners may, for the Purposes of this Act, purchase, take, and hold (by Agreement, but not otherwise,) any Lands and Hereditaments, not exceeding in the whole Five Acres, which the Commissioners may from Time to Time require for Gas Purposes; but it shall not be lawful for the Commissioners to erect Works for the Manufacture of Gas, excepting on the Lands described in Schedule B. to

to this Act, and purchased from the Company, and on Part of which the Gasworks of the Company have been erected, nor on any Lands, other than the Lands aforesaid, to erect any Works for the Storage of Gas within Three hundred Yards of any Dwelling House erected before the Purchase by the Commissioners of the Land upon which such Works for the Storage of Gas may be erected, without the previous Consent in Writing of the Owners and Occupiers of every such Dwelling House.

Powers as to Gasworks.

26. The Commissioners may from Time to Time maintain, alter, improve, enlarge, extend, or discontinue the Gasworks for the Manufacture of Gas, and they may make, erect, lay down, provide, and maintain additional and other Gasworks, Retorts, Gasholders, Receivers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp Posts, Burners, Stopcocks, Machinery, and other Works and Apparatus and Conveniences, and may do all such Acts as they think proper for making and storing Gas, and for supplying Gas within the Limits of the Gas District, and may make, store, and supply Gas accordingly.

Power to lay Pipes against Buildings.

27. The Commissioners, with the Consent of the Owner or 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, and may, with the like Consent, provide and set up any Apparatus necessary for securing to such Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply, and may from Time to Time, with the like Consent, repair, replace, alter, or discontinue and remove any such Pipe, Branch, or Apparatus.

Consumers may be required to consume by Meter.

28. Every Consumer of Gas supplied by the Commissioners shall, on being required by the Commissioners so to do, consume such Gas by Meter, and all such Meters shall be subject to the Provisions of the Act for regulating Measures used in Sales of Gas, and until a Meter be examined and stamped under the Provisions of that Act it shall be subject to the Approval from Time to Time of the Commissioners, and may from Time to Time be examined and tested by them; and the Commissioners may require that all Meters, and the Connexion Pipes between them and the Mains of the Commissioners, shall be affixed and made by or under the Superintendence of the Workmen or Officers of the Commissioners, and no Meters, or any Pipes connecting any Meter with the Mains of the Commissioners, shall be fixed, placed, removed, or altered, or be in any Manner interfered with, except by or under the Superintendence of the Workmen or Officers of the Commissioners, unless with their Consent; and Meters may be provided, sold, or let to Hire by the Commissioners.

29. The

Register of Meters primâ facie Evidence.

29. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Commissioners, and in respect of which any Rent is charged and sought to be recovered by them; and the Price to be charged by the Commissioners for Gas supplied to Persons who shall burn the same by Meter shall not exceed Four Shillings and Sixpence *per* One thousand Cubic Feet within the District, and Five Shillings and Sixpence *per* One thousand Cubic Feet within other Parts of the Gas District.

Quality of Gas.

30. All the Gas supplied by the Commissioners shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound burning One hundred and twenty Grains *per* Hour.

Commissioners to erect a Meter to test Quality of Gas.

31. The Commissioners shall, within Twelve Months from the passing of this Act, cause to be erected in some Part of their Works fit for testing all the Gas provided by the Commissioners an Experimental Meter furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney or other approved Burner and Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, so situated or arranged as to test the illuminating Power of all the Gas supplied to the Consumers.

As to testing the Quality of Gas.

32. It shall be lawful for Two Justices, on the Application of any Consumers of the Gas of the Commissioners, not being less than Five in Number, by Order in Writing to appoint some competent Person to proceed to the Works of the Commissioners; and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Commissioners, and in the Presence of the Superintendent or other Officer of the Commissioners make Experiment of the illuminating Power of the Gas by means of the Experimental Meter and other Apparatus before mentioned, and the Commissioners and their Officers shall afford all reasonable Facilities and Assistance for the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, after hearing the Parties, that the illuminating Power of the Gas supplied by the Commissioners did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Commissioners or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, the Commissioners shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine under the Circumstances of the Case.

33. The

Costs of Experiment by whom to be paid.

33. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Commissioners shall be paid, together with such Penalty, by the Commissioners, but in the event of no Penalty being imposed such Costs shall be awarded to be paid by such Consumers to the Commissioners, and shall be paid or levied accordingly.

Power to remove Meters and Fittings.

34. The Commissioners, by their Agents or Workmen, after giving Forty-eight Hours Notice in Writing to the Occupier, or if unoccupied then to the Owner or Lessee of any Land, House, or Building in which Pipes, Mains, Meters, and Fittings belonging to the Commissioners are laid or fixed, and through or in which the Supply of Gas shall from any Cause, other than the Neglect or Default of the Commissioners, be discontinued, may enter into such Land, House, or Building between the Hours of Nine in the Forenoon and Four in the Afternoon, and may remove such Pipes, Mains, Meters, or Fittings, but repairing all Damages caused by such 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 sent by Post addressed to such Person, or if such Person or his Address be not known to the Commissioners after due Inquiry, then by being affixed on some conspicuous Part of such Land, House, or Building.

Incoming Tenant not liable to pay Arrears of Gas Rent.

35. Where any Consumer of the Gas of the Commissioners leaves the Premises where the Gas has been supplied to him without paying to the Commissioners the Gas Rent or Meter Rent due from him, the Commissioners shall not be entitled to require from the next Tenant of the Premises the Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant agreed with the former Tenant to pay or exonerate him from the Payment of the Arrears.

Fraudulently injuring Meters.

36. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Fittings belonging to the Commissioners, or shall fraudulently alter or prevent the Index to any Meter from duly registering the Quantity of Gas supplied, shall, without Prejudice to any other Right or Remedy for the Protection of the Commissioners or the Punishment of the Offender, for every such Offence forfeit and pay to the Commissioners a Sum not exceeding Five Pounds, and the Commissioners may, in addition thereto, recover the Amount of any Damages by them sustained; and the Commissioners may also discontinue the Supply of Gas to the Person so offending until the Injury is remedied and the Amount of Damages paid, and notwithstanding any Contract previously existing;

and

and the Existence of artificial Means for causing such Alteration or Prevention, when such Meter shall be under the Control of the Consumer, shall be *primâ facie* Evidence that the same has been fraudulently, knowingly, and wilfully caused by the Consumer using such Meter.

Rent for Gas and Fittings under Twenty Pounds.

37. In addition to the power given by "The Gasworks Clauses Act, 1847," in this Behalf, the Commissioners may recover the Rent of any Gas, or the Price or Rent of any Pipe, Burner, Meter, Lamp, or Fittings, supplied, sold, delivered, or let to Hire by the Commissioners, together with the Expense of cutting off the Surface Pipe or Gas, by Action in any Court of competent Jurisdiction, although the Demand in respect thereof may be less than Twenty Pounds.

Commissioners may purchase Waterworks of William Ferrand.

38. The Commissioners may at any Time purchase by Agreement from *William Ferrand*, or other the Person or Persons for the Time being having or claiming to have any Estate or Interest, directly or indirectly, in the Springs, Streams, Cisterns, Pipes, and other Apparatus and Waterworks now held on Lease by the Commissioners, or otherwise occupied or enjoyed by them, all or any of the same Springs, Streams, Cisterns, Pipes, or other Apparatus; and the said *William Ferrand*, or other the Person or Persons having or claiming to have any such Estate or Interest as aforesaid, if not absolutely entitled thereto, may sell and convey the same, or his Estate and Interest therein, in the Manner provided by "The Lands Clauses Consolidation Act, 1845," in respect of Purchases from incapacitated Persons, and in such Case "The Waterworks Clauses Acts, 1847 and 1863," shall be permanently incorporated with this Act; and the Expression "the Undertakers" shall mean the Commissioners; and "the Undertaking" and the "Waterworks" shall mean the Works, Springs of Water, and the Works connected therewith, so purchased by the Commissioners or subsequently acquired by them.

Commissioners may purchase Manorial Rights.

39. The Commissioners may at any Time purchase by Agreement, but not otherwise, from *George Lane Fox*, or other the Lord of the Manor of *Bingley* for the Time being, or other the Person or Persons having or claiming to have any Estate or Interest therein, directly or indirectly, all or any Rights, Privileges, and Franchises with respect to any Market or Fair within any Part of the District, and all or any of the other Rights, Privileges, or Franchises intended to be reserved to such Lord of the Manor by the Forty-second Section of "The *Bingley* Improvement Act, 1847," and every such Lord or other Person or Persons may, if not absolutely entitled thereto, sell and convey the same, or his Estate or Interest therein, in the Manner provided by "The Lands Clauses Consolidation Act, 1845," in respect of

Purchases from incapacitated Persons, and thereupon the "Market and Fairs Clauses Act, 1847," shall be incorporated herewith; and the Expression "the Undertaker" shall mean the Commissioners, and "the Undertaking" shall mean the Rights, Privileges, and Franchises which shall be so purchased.

Limit of Improvement Rate.

40. From and after the passing of this Act, the Amount of the *Bingley* Improvement Rates which may be made by the Commissioners in any One Year under the Thirtieth Section of "The *Bingley* Improvement Act, 1847," without the Consent of the Ratepayers, shall not exceed in the whole the Sum of Four Shillings in the Pound instead of Two Shillings and Sixpence in the Pound as authorized by that Section, and, with the Consent of the Ratepayers as authorized by the Thirty-first Section of the said Act, shall not exceed the Sum of Five Shillings in the Pound: Provided always, that in respect of so much of any Rate which after the passing of this Act may be made without the Consent of the Ratepayers as exceeds the Sum of Two Shillings and Sixpence in the Pound, and in respect of so much of any Rate which after the passing of this Act may be made with the Consent of the Ratepayers as exceeds Three Shillings and Sixpence in the Pound, the Owner of any Tithes, or of any Tithe Commutation Rentcharge, or the Occupier of any Land used as Arable, Meadow, or Pasture Ground only, or as Woodlands, Market Gardens, or Nursery Grounds, and the Occupier of any Land covered with Water, or used only as a Canal or Towing-path for the same, or as a Railway constructed under the Powers of any Act of Parliament for public Conveyance, shall be assessed in respect of the same in the Proportion of One Fourth Part only of the net annual Value thereof.

Limit of Amount to be borrowed on Mortgage of Improvement Rates.

41. The Amount which the Commissioners may borrow on Mortgage of the *Bingley* Improvement Rates as authorized by the Thirty-sixth Section of "The *Bingley* Improvement Act, 1847," shall not exceed the Sum of Twenty thousand Pounds instead of Ten thousand Pounds as therein mentioned, and in addition thereto the Commissioners may borrow the several Sums for the several Purposes and on the several Securities following; that is to say, a Sum of not exceeding Fifty thousand Pounds for the Purposes of the Gasworks (including therein the Sum of Nineteen thousand seven hundred and twenty-one Pounds payable for the existing Gasworks and the present Debt of the Company) on the Security of the Gas Rents and Charges for Gas and Gas Fittings supplied, with or without including the Gasworks, and with or without including the Improvement Rates; a further Sum for Waterworks Purposes not exceeding such a Sum as may be sanctioned by One of Her Majesty's Principal Secretaries of State, in case the Commissioners shall purchase the aforesaid Waterworks,

Waterworks, on the Security of the Water Rates and the Charges for Water supplied, with or without including the Waterworks, and with or without including the Improvement Rates; and a further Sum for Purposes connected with Markets and Fairs, and the Purchase of Rights, Privileges, and Franchises connected therewith, not exceeding such a Sum as may be sanctioned by One of Her Majesty's Principal Secretaries of State, in case the Commissioners shall purchase the aforesaid Rights, Privileges, and Franchises with respect to Markets and Fairs within the District, and the Tolls, Stall or other Monies, payable in respect thereof, on the Security of such Rights, Privileges, and Franchises, with or without including the Improvement Rates.

Priority of existing Mortgages.

42. Provided, That the Mortgages of the Commissioners granted before the passing of this Act, and now in force, shall while in force, and so far as they affect the Rates thereby mortgaged, have Priority over all Mortgages of the same Rates granted by the Commissioners under this Act.

For Appointment of a Receiver.

43. Section Thirty-eight of "The *Bingley* Improvement Act," with respect to the Power of Mortgagees to enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, shall be and the same is hereby repealed; and in lieu thereof be it enacted, That Section One hundred and fourteen of "The Public Health Act, 1848," shall, subject to such Amendments, Alterations, and Extensions as by any subsequent Act may have been effected or made therein, be incorporated with and form Part of this Act, and shall be read and construed to apply as well to all Mortgages already granted by the Commissioners under the Powers of "The *Bingley* Improvement Act," as also to all Mortgages to be granted by them after the passing of this Act under the Powers contained in this Act or in "The *Bingley* Improvement Act;" provided that nothing in this Act contained shall invalidate or make void any Appointment of a Receiver duly made before the passing of this Act under the Power contained in the said Thirty-eighth Section of "The *Bingley* Improvement Act," or any Proceedings now pending in relation to any such Appointment.

Power for Commissioners to reborrow Money paid off.

44. The Commissioners may from Time to Time borrow any Monies equal in Amount to the Monies from Time to Time paid off by them of the Monies borrowed by them under this Act, unless such Monies shall have been paid off by means of the Sinking Fund, in which Case, and to the Extent of the Amount so paid off, their Powers under this Act of borrowing and reborrowing shall cease, except that the Commissioners may borrow and reborrow upon the Security of the *Bingley* Improvement Rate the aforesaid Sum of Twenty thousand Pounds

Pounds as fully in all respects as they are by "The *Bingley* Improvement Act, 1847," authorized to borrow and reborrow the Sum of Ten thousand Pounds on the Credit of that Rate; provided that there shall not be owing upon the Security of the said Rate any more than the Sum of Twenty thousand Pounds in the whole at any One Time.

Gas Accounts.

45. The Commissioners shall keep a separate and distinct Account of their Receipts, Credits, Payments, and Liabilities with respect to the Execution of this Act in relation to the Gasworks, and also in relation to the Waterworks in case the aforesaid Waterworks shall be purchased, and also in relation to Markets and Fairs in case the Rights, Privileges, and Franchises in relation thereto shall be purchased, to be called "the Gas Account," "the Waterworks Account," or "the Market Account," as the Case may be, which said several Accounts shall be subject to the like Provisions as to Audit, Examination, Report, Inspection, Copies and Extracts, and Production of Vouchers, as other Accounts of the Commissioners, except that any additional Remuneration to be made to the Auditors in respect of the Audit of the Gas Account, the Waterworks Account, or the Market Account, as the Case may require, shall be paid out of the Monies raised by Rates, Rents, and Charges for Gas supplied, or for Water supplied, or for Tolls and Stallages or other Receipts on account of Markets; and the Monies carried to the Gas Account shall be the Gas Fund, and the Monies carried to the Waterworks Account shall be the Waterworks Fund, and the Monies carried to the Market Account shall be the Market Fund.

Application of Gas Fund

46. All Monies received for the Supply of Gas and the Sale or Hire of Gas Fittings, and for Work done in any Matter connected with Gas, and also including a reasonable Sum to be debited to the same Account to which Money paid by the Commissioners for lighting the Town has heretofore been debited in respect of Gas consumed in lighting the said Town, shall be applied by the Commissioners in the first place in paying all Expenses connected with the Manufacture or Sale of Gas, and the Purchase, Sale, or Hire of Gas Fittings, and the maintaining of the Gasworks, and all other Matters incidental to any of the Purposes aforesaid, including a fair and reasonable Allowance towards the Office and general Expenses of the Commissioners, and in the second place in Payment of Interest payable in respect of Monies borrowed on the Security of the Gasworks, and in the third place in providing a Sinking Fund as herein-after provided, and in the fourth place in extending and improving the Gasworks; and the Balance, if any, of the aforesaid Monies shall be carried to the Credit of the General Account of the Commissioners.

47. In

Application of Waterworks Fund and Market Fund.

47. In case the aforesaid Waterworks, and the aforesaid Rights, Privileges, and Franchises in relation to the Markets, shall be respectively purchased, all Monies received for Water supplied, and in respect of Tolls and Stallages, and other Monies in connexion with Markets, shall be respectively applied by the Commissioners in the first place in maintaining the Waterworks and the Markets, and all Matters incidental thereto respectively, including a fair and reasonable Allowance towards the Office and general Expenses of the Commissioners, and in the second place in Payment of Interest payable in respect of Monies borrowed on the Security of the Waterworks and Markets respectively, in the third place in providing a Sinking Fund, as herein-after mentioned, and in the fourth place in extending and improving the Waterworks and Markets respectively; and the Balance, if any, shall be carried to the General Account of the Commissioners.

Gas Fund, &c. to be primarily liable for Monies borrowed for Gas, &c. Purposes.

48. As between the Gas Account, the Waterworks Account, and the Market Account respectively, and the Improvement Rate, the Gas Fund, the Waterworks Fund, and the Market Fund respectively shall be primarily liable to be applied in satisfaction of all Monies borrowed for Gas Purposes, Waterworks Purposes, and Market Purposes respectively, and the Interest thereon; and all Monies from Time to Time paid out of the Improvement Rate for Gas Purposes, Waterworks Purposes, or Market Purposes, as the Case may be, shall from Time to Time be respectively reimbursed and repaid to such Fund respectively out of the Balance from Time to Time of the Gas Fund, Waterworks Fund, or Market Fund, as the Case may be, after due Provision shall have been made for all Purposes for which Monies carried to those Funds respectively are under this Act directed to be applied.

Application of borrowed Monies.

49. All Monies raised under the Powers of borrowing in this Act contained shall be applied for the several Purposes only for which the same are by this Act authorized to be borrowed, and for no other Purposes, and shall be applied only in Payment of the Purchase Monies payable by the Commissioners for any Lands, Rights, or Hereditaments which they are authorized to purchase, or in the Construction of permanent Works.

Sinking Fund in respect of Money borrowed on Improvement Rates.

50. From and after the passing of this Act, the Thirty-seventh Section of "The *Bingley* Improvement Act, 1847," shall be read and construed as if the Amount thereby directed to be applied out of the Improvement Rates as a Sinking Fund were in the Proportion of One Fortieth Part of the Money borrowed or secured by the Commissioners, excluding Sums borrowed for the Purpose only of paying off previous Loans until the whole of the Principal Monies borrowed shall have

been paid off, and not the One Thirtieth Part of the Money borrowed or secured, and still remaining due and secured.

Sinking Fund for Monies borrowed for Gas Purposes.

51. A Sinking Fund for the Discharge of Monies borrowed on the Security or for the Purpose of the Gasworks shall be formed by setting aside and carrying to the Credit of such Fund on the First Day of *January* Eighteen hundred and sixty-nine, and on the First Day of *January* in every succeeding Year, out of the Gas Fund, a Sum equal to One Fortieth Part of all Monies borrowed wholly or partly on the Security of the Gasworks and Gas Rents and Charges until the whole of the Monies borrowed under this Act for the Purposes of the Gasworks shall be paid off.

Sinking Fund for Monies borrowed for Waterworks or Markets.

52. In case the aforesaid Waterworks, and the aforesaid Rights, Privileges, and Franchises in relation to the Markets, shall be respectively purchased, Sinking Funds for the Discharge of the Sums borrowed on the same, or for the Purpose of the Waterworks and Markets respectively, shall be formed by setting aside and carrying to the Credit of such Funds respectively on the First Day of *January* which shall happen in the Year next but one after each of such Purchases shall have been made, and on the First Day of *January* in every succeeding Year, out of the Waterworks Fund and Market Fund respectively, a Sum equal to One Fortieth Part of all Monies borrowed for Waterworks Purposes or Market Purposes respectively until the whole of the Monies borrowed for the Purposes aforesaid shall have been paid off.

Application of Sinking Funds.

53. All Monies carried to any Sinking Fund shall be, so soon and so far as conveniently can be, applied from Time to Time in or towards the Discharge of any Monies borrowed by the Commissioners, whether under this Act or otherwise, for the Repayment of which such Fund is directed to be formed, and until so applied shall be invested in the Name of the Commissioners in any Securities in which by Law Trust Monies may from Time to Time be invested, but including Securities the Principal and Interest whereof may be secured by the Government of *India*: Provided that nothing in this Act shall be construed to restrict the Commissioners from investing any such Monies on Real Security in accordance with the Provisions of "The *Bingley* Improvement Act, 1847."

Audit of Accounts.

54. Notwithstanding anything contained to the contrary in any of the Acts or Portions of Acts incorporated with this Act, the Accounts of the Commissioners shall continue to be audited in the Manner provided by "The Commissioners Clauses Act, 1847," with respect to the Accounts to be kept by the Commissioners.

55. The

Costs of Commissioners in recovering Rates may be added to Rates recoverable by Distress.

55. The One hundred and ninety-first Section of "The Towns Improvement Clauses Act, 1847," with respect to the Recovery of Rates by Distress, shall be read and construed as if not only the Rates in arrear, but also all the Costs and Expenses of the Commissioners in recovering or attempting to recover from the Persons liable to pay any such Rate, were authorized to be recovered under that Section, and the Form of Warrant of Distress set forth in Schedule B. to the said Act may be so varied as to make the same applicable, not only to the Rate in arrear, but also to the Costs of the Commissioners incurred or to be incurred in connexion therewith.

Extension of Power to make Byelaws.

56. In addition to the Powers conferred upon the Commissioners by "The *Bingley* Improvement Act, 1847," and by the Acts or Portions of Acts incorporated therewith, the Commissioners may from Time to Time, in the Manner provided by "The Commissioners Clauses Act, 1847," from Time to Time make, alter, or repeal Byelaws for all or any of the Purposes which, under "The Public Health Act, 1848," or "The Local Government Act, 1858," or any Act now passed or which may hereafter be passed amending or extending such Acts or either of them, may be made by any Local Board or Local Authority, and may attach such Penalties, pecuniary or otherwise, for the Breach or Non-observance of any such Byelaw as may be imposed by any such Local Board or Local Authority.

Authentication of Notices.

57. Any Summons, Demand, or Notice, or other such Document 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 Commissioners the Signature thereof by the Clerk of the Commissioners shall be a sufficient Authentication; and the Provision of "The Public Health Act, 1848," with regard to the Service of Notices upon the Commissioners, and the Service of Notices upon Owners and Occupiers, shall extend to any Summons, Notice, or Proceeding under this Act.

Contents of Warrant.

58. Any One 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.

Warrant shall include Costs.

59. Any Justice who issues a Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings for the Recovery of the Money to be levied shall be paid by the Person liable to pay such Money, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

60. No

Liability to Gas Rent not to disqualify Justices.

60. No Justice of the Peace or Judge of any County Court shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent or Water Rent, or Water, Improvement, or other Rate, or other Charge under this Act, or of his being entitled to or interested in any Mortgage, Bond, or other Debt of the Commissioners, or the Interest thereof.

Penalties not cumulative.

61. Penalties imposed on the Commissioners for one and the same Offence by several Acts of Parliament shall not be cumulative, and for such Purpose this Act and the Acts or Portions of Acts incorporated herewith shall be deemed several Acts.

Expenses of Act.

62. All Costs, Charges, and Expenses of and preparatory and incident to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Commissioners out of any Monies which they have or may receive under the Provisions of this Act or of the Public Health Acts.

SCHE-

SCHEDULES referred to in the foregoing Act.

SCHEDULE A.

AN AGREEMENT, in Two Parts, made the Seventh Day of December One thousand eight hundred and sixty-six, between the Bingley Gas Company incorporated by the Bingley Gas Act, 1847, of the one Part, and the Bingley Improvement Commissioners acting in execution of The Bingley Improvement Act, 1847, of the other Part.

WHEREAS the said Company are seised and possessed of certain Land, Gasworks, Gasholders, Pipes, Meters, and other Things, by means of which, under the Authority of the said Gas Act, they supply Gas to Persons taking the same within the Town and Neighbourhood of Bingley, all in the Township of Bingley in the Parish of Bingley in the West Riding of the County of York: And whereas the Rents payable to the said Company by the Consumers of Gas for Gas supplied and Meters let to them become due (half-yearly) on the Twenty-first Day of June and the Twenty-first Day of December respectively, but the Half Year for which the Accounts of the said Company are made up, and in respect of which the Dividends are payable to the Shareholders, terminate on the Thirtieth Day of June and the Thirty-first Day of December respectively: Now these Presents witness that in consideration of the Sum of Nineteen thousand seven hundred and twenty-one Pounds to be paid by the said Commissioners to the several Shareholders in the said Company on the First Day of July next, in the Proportions to which such Shareholders shall be then legally entitled to the same (the said Commissioners not taking notice of any Trusts), the said Company do hereby agree to sell, convey, and transfer unto the said Commissioners, and the said Commissioners hereby agree to purchase and take, all the Land, Gasworks, Gasholders, Pipes, Meters, Minute Books, Books of Account, ready Money, Securities for Money, Gas and Meter and other Rents, and all other the Real and Personal Property and Effects whatsoever of the said Company, together with all the Powers, Authorities, and Privileges of the said Company, but subject to the Payment by the said Commissioners of all the Debts and Liabilities then of the said Company (and especially the Monies borrowed by the said Company, or by the Directors for and on behalf and for the Benefit of the

said Company, amounting to the Sum of Three thousand Pounds, more or less, which said last-mentioned Sum has been borrowed at Interest, in excess of the Amount which by said Bingley Gas Act, 1847, the said Company were empowered to borrow), whether in respect of Capital or Revenue (except as herein-after mentioned in or appearing by these Presents), and also with and subject to the other Provisions and Stipulations herein-after contained; that is to say,

If from any Cause whatever the said Purchase Money, or any Part thereof, shall happen not to be paid on the said First Day of July next, the said Commissioners shall from that Day pay to the said Shareholders respectively Interest after the Rate of Five Pounds per Centum per Annum on their respective Portions of such Purchase Money remaining unpaid, along with the Principal, but the Time herein fixed for the Settlement of the said Purchase shall not be considered as of the Essence of the Contract.

The said Company to manage the Affairs of the Undertaking to the best of their Ability until the Completion of the Purchase, and to be at liberty to pay in respect of the now current Half Year ending on the Thirty-first instant the usual Dividend after the Rate of Seven Pounds per Centum per Annum in respect of the original and new Shares, and which amounts as nearly as can be practically calculated to Three hundred and seventy-three Pounds Six Shillings and Eightpence; and a like Dividend to be retained by the Company or paid to the Shareholders for the Half Year ending the Thirtieth Day of June next.

Inasmuch as the whole of the Company's Land was purchased of the late Reverend Thomas Gerrard Ferrand (whose Title is well known), and as the Draft of the Conveyance of such Land to the Company was settled by Counsel, such Conveyance (which bears Date the Thirteenth Day of May Eighteen hundred and forty-nine), with the Recitals and Statements therein, shall be taken as a good Root of Title to the Land and Buildings of the Company; and the Recitals and Statements in the said Conveyance shall be deemed conclusive Evidence of the Facts thereby assumed, and of the Deeds and Documents therein recited, without such Deeds and Documents, or any of them, being produced, and the said Commissioners may, upon Request, be furnished either with an Abstract or a Copy of such Conveyance.

The said Conveyance will be delivered to the said Commissioners on the Completion of the said Purchase, subject to the Production, and furnishing Copies, Abstracts, or Extracts thereof or therefrom, by the Bingley Improvement Commissioners for the Time being, to the several Persons who, under the said Company's Covenants, shall be entitled to require such Production, and furnishing Copies, Abstracts, or Extracts.

The

The said Company will not enter into any Covenants with the said Commissioners, save that they (the Company) have not incumbered the Property, and the said Commissioners shall take such Property subject to all Easements affecting the same, whether granted by the said Company or otherwise, and to all Riparian Rights, and to the Observance and Performance by the Bingley Improvement Commissioners for the Time being of all Covenants entered into by the said Company either with the said Thomas Gerrard Ferrand or with Purchasers from the said Company, and to the same Commissioners keeping the said Company free from all Liability on account of any Nonperformance or Breach of such Covenants or any of them after the said First Day of July next.

Subject as herein expressed or appearing, the said Commissioners shall take and be entitled to all Gas and Meter Rents becoming due on the Twenty-first Day of June next, and shall be entitled to the Possession of all the other Real and Personal Property and Effects of the said Company on or as of the First Day of July next, and shall then and thenceforward be entitled to the Control over the Officers and Servants of the said Company, subject to the said Company's Engagements with them.

All Expenses of the said Company preliminary and in relation to this Agreement, and to completing and carrying out the proposed Sale and Transfer, and also all the Costs, Charges, and Expenses of and incident to and incurred by the said Company in and about the proceeding for and obtaining the Act of Parliament, of the Intention to apply for which in the ensuing Session they have given Notice, shall be borne and paid by the said Commissioners.

As, but for the Necessity of obtaining an Act of Parliament to give Effect to this Agreement, and to empower the said Commissioners to enter into Contracts, and summarily recover Monies, the said Commissioners would, as soon as conveniently practicable after the signing hereof, have taken possession of the said Company's Works and Premises, and carried on the Concerns of the Undertaking, it shall be lawful for the said Commissioners, or any Committee appointed by them, to confer with and tender Suggestions to the Directors of the said Company as to carrying on such Concerns between the signing hereof and the Grant or Refusal of such an Act of Parliament as aforesaid, yet not so as in any Manner to authoritatively control or interfere with the Discretion of the said Directors in carrying on such Affairs.

The said Commissioners shall use their best Endeavours to procure in the now next ensuing Session of Parliament, and at their own Expense, a supplemental Act, with Clauses therein to carry out this Agreement and the fair Understanding between the said Parties hereto; but should it happen that after such Endeavours have been used Parliament should not grant such Act, or should impose on the said

said Commissioners such Restrictions with regard to raising a Sinking Fund or otherwise for the Repayment of the Monies to be borrowed by the said Commissioners to enable them to complete the said Purchase beyond what the Gas and other Rents and Monies payable by the Consumers of Gas and others may be reasonably deemed sufficient to meet, then these Presents, except this and the last Two preceding Clauses, shall be void.

The said Company shall not be obliged to adduce Evidence of any Fact alleged in these Presents as the Ground or Reason of any Restriction or Stipulation herein contained.

In witness whereof David Wilkinson Weatherhead and George Slicer, Two of the Directors of the said Company, on behalf of the said Company, and Thomas Brigg Laycock and William Sharp, Two of the said Commissioners, acting by the Direction and on behalf of the said Commissioners, have hereunto set their Hands.

Witness to the signing hereof by the said David Wilkinson Weatherhead, George Slicer, Thomas Brigg Laycock, and William Sharp,
Sam. Weatherhead,
Solr,
Bingley.

David Wilkinson Weatherhead.
George Slicer.
Thos B. Laycock.
Wm Sharp.

SCHEDULE B.

All that Plot of Land, being Part of a certain Close or Field called the Holme, situate in the Hamlet of Harden in the Parish of Bingley in the County of York, and comprising a Site of Two Acres One Rood and Nineteen Perches, bounded on or towards the East by Property of Messieurs Sharpe, Messieurs Weatherhead and Burr, John Foulds, Jonathan Cryer, and the Highway leading from Bingley to Harden, on or towards the West by Property of Benjamin Moore, on or towards the North by a Line drawn down the Centre of the River Aire, and on or towards the South by Property of the Trustees of Thomas Weatherhead, and a Line drawn down the Centre of Ireland Street.

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