CHAPTER cxxii.

An Act to enable the Briton Ferry Local Board to acquire the undertaking of the Briton Ferry Gas and Coke Company. A.D. 1873.

[7th July 1873.]

WHEREAS by "The Briton Ferry Gas Act, 1866," the Briton Ferry Gas and Coke Company (in this Act called "the Company") were incorporated and empowered to make and supply gas in the parish of Briton Ferry and the hamlet of Baglan Lower in the county of Glamorgan: 29 & 30 Vict. c. xl.

And whereas the Company have exercised the powers conferred upon them by the said Act, but have demised their undertaking to Evan Williams, herein-after referred to as "the lessee," for the term of ten years from the first day of March one thousand eight hundred and sixty-seven, by an indenture of lease dated the eleventh day of November one thousand eight hundred and sixty-seven:

And whereas it is expedient that the power of supplying gas within the area now supplied with gas by the Company should be transferred to the Local Board for the district of Briton Ferry, herein-after called "the Board:"

And whereas the Board have entered into an agreement with the Company and the lessee for the purchase of the works and undertaking of the Company for the sum of five thousand eight hundred and seventy-one pounds, and for the purchase of the interest of the lessee therein for the sum of seven hundred and eighty-nine pounds fifteen shillings, which said agreement is set forth in the schedule to this Act, and it is expedient that such agreement be confirmed:

And whereas the piece of land described in the first schedule to this Act (being the land upon which the gasworks of the Company are situate) is held by the Company for the term of ninety-nine years from the twenty-ninth day of September one thousand eight hundred and fifty-eight, which term was acquired by the Briton Ferry Gas and Coke Consumers Company, Limited, before the passing of "The Briton Ferry Gas, 1866," and was by that Act

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vested in the Company; and it is expedient that provision be made for the purchase by the Board of the reversion in fee of that piece of land:

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:

Short title.

1. This Act may for all purposes be cited as "The Briton Ferry Local Board Act, 1873."

Provisions of general Acts herein named incorporated.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," (except the clauses and provisions thereof relating to the entry upon, purchase, and taking of lands otherwise than by agreement,) "The Gasworks Clauses Act, 1847," (except the provisions of the last-mentioned Act with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their benefit,) and "The Gasworks Clauses Act, 1871," are (except where expressly varied by this Act) incorporated with this Act; and in the construction of those Acts for the purposes of this Act the terms "the promoters of the undertaking," "the undertakers," and "the Company," respectively therein used, mean the Board, and the expression "the undertaking" in "The Gasworks Clauses Act, 1847," means the gasworks by this Act authorised to be purchased by the Board, and "The Gasworks Clauses Act, 1871," shall apply to the gas undertaking of the Local Board as if the same were hereby authorised.

Interpretation of terms.

3. In this Act—

The word "Board" means the Local Board for the district of Briton Ferry in the county of Glamorgan:

The expression "The Public Health Acts" means and includes "The Public Health Act, 1848," "The Local Government Act, 1858," "The Public Health Act, 1872," and all other Acts passed amending those Acts or any of them:

The word "owner" means an owner within the meaning of that term as defined in "The Public Health Act, 1848:"

The words "the Company" mean the Briton Ferry Gas and Coke Company:

The word "lessee" means Evan Williams, the present lessee of the Briton Ferry Gas and Coke Works, and if necessary shall include his executors, administrators, and assigns:

The expression "court of competent jurisdiction," or any other like expression in this Act, 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; and the expression "superior courts" shall include county courts in all cases where the amount of the debt or demand is within the jurisdiction for the time being of county courts:

Except where otherwise expressly provided, the several terms to which meanings are assigned by the Acts incorporated with this Act have in this Act the same respective meanings.

Limits of Act.

4. The limits of this Act shall comprise and include the district for the time being of the Local Board and other places within the limits of "The Briton Ferry Gas Act, 1866."

Act to be executed by the Board.

5. This Act shall be executed by the Board with the powers and indemnities, and according to the provisions of the Public Health Acts, and those Acts shall, in relation to the Board and the several 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.

Board may appoint gas committee.

6. For more conveniently carrying this Act and the several powers thereof into execution the Board may appoint out of their own body from time to time a committee, to be called the gas committee, and to consist of such number of persons as the Board think fit, to manage, transact, and to carry into effect all or any of the matters and purposes which the Board are by this Act directed or authorised expressly or by reference to do, execute, or perform, and to fix the quorum of such committee, which committee shall have such discretion and so many of the powers and authorities by this Act given to or reposed in the Board as the Board shall think proper to delegate to such committee: Provided that the acts of such committee shall be submitted to the Board for approval.

Quorum of committee.

7. Every committee so appointed may meet from time to time and may adjourn from place to place as they may think proper for carrying into effect the purposes of their appointment, but no business shall be transacted at any meeting of the committee unless the quorum (if any) fixed by the Board be present, and if no quorum be fixed unless three members be present, and at all meetings of the committee one of the members present shall be appointed chairman, and all questions shall be determined by a majority of the votes of the members present, and in case of an equal division of votes the chairman shall have a casting vote in addition to his vote as a member of the committee.

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Authorising agreement as to purchase of Company's undertaking.

8. The agreement set forth in the second schedule to this Act shall be and the same is hereby confirmed, and the Company and the lessee shall respectively sell to the Board and the Board shall purchase from the Company and the lessee respectively, at the respective prices and upon the terms agreed on between them respectively, the undertaking, works, lands, property, goods, credits, rights, powers, and privileges of the Company (herein-after called the undertaking) and the interest of the lessee therein, and such sale and purchase shall be effected by means of an assignment under the seal of the Company, and of an assignment and surrender under the hand and seal of the lessee, each to be duly stamped, in which the amount of purchase money shall be stated.

The receipt of three of the directors for purchase money to be a sufficient discharge.

9. The receipt in writing of three of the directors of the Company indorsed on the deed of conveyance for the purchase and other money to be paid to them by the Board shall effectually discharge the 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, and the Board shall not be required to take notice of nor shall they be bound by any trust respecting such money or respecting any share in the undertaking.

Receipt of lessee to be a sufficient discharge for the leasehold interest.

10. The receipt in writing of the lessee, his executors, administrators, or assigns, indorsed on the assignment and surrender of his interest in the undertaking, and of the lease thereof dated the 11th day of November 1867, for the purchase and other money to be paid to him by the Board, shall be an effectual discharge to the Board for such estate and interest, and on the execution of such assignment and surrender the said lease shall become null and void as if it had expired by lapse of time as and from the 30th day of September 1873.

The Company to wind up their affairs.

11. The Company shall, as soon as conveniently may be after the conveyance to the Board of their undertaking, proceed to wind up their affairs, and in order thereto shall (subject to the payment, satisfaction, and discharge of all their debts, contracts, and liabilities which are not transferred to the Board) pay their net moneys to and among the several persons and corporations who shall then be the registered shareholders of the Company, in proportion to their respective shares of such capital, or their respective executors, administrators, successors, or assigns.

Receipt of representatives of shareholders to

12. For the purposes of such winding up the receipt of the guardian or committee of the estate of any shareholder in the Company who may be an idiot, minor, 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, and shall exonerate them from any trust or obligation affecting the shares in respect of which such money shall be paid.

Discharge Company.

13. If at the expiration of twelve months from the date of the assignment and surrender to the Board any moneys which ought to be paid to the shareholders of the Company shall remain in the hands of the directors thereof, either by reason of the absence from Great Britain or incapacity of any shareholder, or of his executors, administrators, or assigns, or on account of his residence or place of abode not having been ascertained by the Company after reasonable inquiry, or on account of the Company being in doubt as to the true legal ownership of any shares, or of any money distributable under this Act, or as to the sufficiency of any acquittance or discharge proposed to be given to them in respect thereof, or on account of any other reasonable cause, the directors may pay the same into the Court of Chancery under any Act for the time being in force for the relief of trustees in the matter of such Act and of this Act, previously deducting therefrom the costs of and incident to such payment into court, such costs to be ascertained by one of the taxing masters of the said court, and every such payment into court shall conclusively discharge the Company and the directors from all further liability with respect to the moneys so paid, and for the purposes of this Act every such payment into court shall be deemed to be payment thereof to the person absolutely entitled thereto, and any person afterwards showing to the satisfaction of the court that he is entitled thereto may obtain payment out of court accordingly.

Payment into court by Company.

14. Any action, suit, prosecution, or other proceeding whatsoever commenced either by or against the Company or the lessee, previously to the assignment by the Company and assignment and surrender by the lessee respectively, shall not abate or be discontinued thereby, but on the contrary shall continue and take effect both in favour of and against the Board in the same manner to all intents and purposes as, in case the said assignment had not been made, the same would have continued and taken effect in favour of or against the Company, or in case the said assignment and surrender had not been made the same would have continued and taken effect in favour or against the lessee, and the court in which any such action or suit, prosecution, or other proceeding is pending, or any judge may, upon the application in a summary way of any party thereto, cause the name of the Board to be substituted for the name of the Company or the lessee, as the case may require, as party to

Actions not to abate.

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such action, suit, prosecution, or other proceeding, and the name of the Board shall, after any such substitution, be used in any such action, suit, prosecution, or other proceeding in like manner as if the Board instead of the Company or the lessee, as the case may be, had originally been party thereto.

Byelaws to remain in force.

15. Notwithstanding the assignment and surrender, all byelaws, rules, regulations, and orders made by the Company shall continue in force until the same be repealed, altered, or varied by the Board, and such byelaws, rules, regulations, and orders, and all penalties and forfeitures thereby respectively imposed, may and shall be enforced, recovered, and applied by the Board in the same manner in all respects as if the same had been made and imposed respectively by the Board.

Officers.

16. The Board shall be at liberty to appoint for the purpose of this Act a treasurer, and to pay him such remuneration as they may think fit, and all officers and persons appointed to or in office or employment under the Company or the lessee at the time of the assignment and surrender shall continue in the respective offices and employments according to their respective appointments until removed therefrom by the Board, and all such officers and persons shall have the same powers, privileges, and advantages, and all such officers and persons, and all sureties for the good conduct and faithful accounting for moneys of or by them or any of them, shall be liable to the same or the like conditions, penalties, obligations, restrictions, and regulations as if such officers and persons had been appointed by the Board under this Act, and such sureties had become bound under this Act, to or for the benefit of the Board, as fully and effectually as if the Board had been named in any contract of suretyship instead of the Company or the lessee, as the case may be.

Books evidence as to shareholders.

17. The persons who shall appear in the books of the Company to be the proprietors of shares in the capital of the Company at the time of the execution of the deed of assignment by the Company shall, unless the contrary is 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 Company's assets.

Company to be dissolved.

18. When and as soon as the debts and liabilities of the Company shall have been fully paid and satisfied, and the assets of the Company shall have been distributed in manner aforesaid and their affairs wound up, the Company shall by virtue of this Act be actually dissolved.

Operation of assignment.

19. From and after the execution of the said assignment by the Company the undertaking shall become vested in the Board and

form part of the estates of the Board as from the 30th day of September 1873, but subject to all debts, contracts, engagements, liabilities, and obligations at the time of such assignment affecting the Company or the property thereof. A.D. 1873.

Powers of Company may be exercised by the Board.

20. From and after the execution of the assignment and surrender by the Company and the lessee all the statutory and other rights, powers, privileges, and authorities by or under any Act conferred on, given to, or vested in the Company, so far as the same can be applicable to a local board, and subject to all the statutory and other obligations, restrictions, and duties by or under any Act imposed or incumbent on the Company, so far as the same can be applicable to a local board and are not inconsistent with this Act, shall apply to and be vested in the Board, and may be used, exercised, and enjoyed by the gas committee for and on behalf of the Board, and the officers, agents, and servants respectively of the Board accordingly; and the common seal of the Board may be used when necessary in reference thereto in like manner as if the Board had been originally named in and authorised to execute every such Act; and the Board and their officers and servants shall be entitled to all the privileges conferred on the Company and their officers and servants by any Act relating to the Company as fully and effectually as if the Board and their officers and servants had been therein named.

Debts due to the Company prior to 30th September 1873 to belong to and may be received by the Company.

21. All debts, rent, and moneys which on the 30th day of September 1873 shall be due or owing to the Company by any gas consumer or other person, and also a proportionate part of all current rates, rents, or charges from the last quarterly, half-yearly, or other day of payment up to that date, and all moneys due and owing to the Company for any supply of gas up to that time, shall continue to belong to the Company or the lessee, as the case may be, and the same shall be paid to and may be received and enforced by them respectively in their own name respectively as fully and effectually as if this Act had not been passed; but all similar debts, rent, and moneys accruing to the Company or to the lessee subsequently to the 30th day of September 1873 shall belong to the Board, and the same shall be paid to and be received and enforced by the Board in their own name as fully as if the same had become payable under a contract entered into with the Board; or the Board may, if they think fit, but at their own expense, use the name of the Company or the lessee, as the case may be, for the purpose of enforcing the payment of any debt, rent, or moneys so due as aforesaid.

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Company and directors to be indemnified.

22. The Company and the directors thereof, and also the lessee, shall at all times be indemnified by the Board against all covenants and obligations entered into or cast upon the Company or the directors thereof or the lessee, as the case may be, by any deed or instrument or writing executed or made by them previously to the execution of the agreement set forth in the schedule hereto or subsequent thereto if not contrary to such agreement.

Books of gas committee to be open to inspection.

23. All the minute and other books of the gas committee, and all documents, writings, and papers in the custody of or belonging to such committee, shall at all times be open to the inspection of any member of the Board.

Property to be vested in Board as a corporate body.

24. All lands, rights, and property purchased or acquired by the Board under this Act shall be conveyed or assured to and shall be vested in the Board and their successors in trust for the purposes of this Act.

Contracts for supply of gas, &c. not to disqualify members of Board.

25. No person shall be disqualified for being, continuing, or acting as a member of the Board by reason of his being concerned in any contract entered into by the Board for a supply of gas under this Act, or of his being a proprietor of or interested in any newspaper in which advertisements are inserted for the Board, unless he shall discuss, act, or vote as a member of the Board on any question touching any matter in which he is directly or indirectly concerned, and in such event, and immediately thereupon, he shall become disqualified and cease to be a member of the Board, but the validity of any act of the Board shall not be affected by any person becoming or having become so disqualified.

Power of the Board to contract for lighting churches, &c.

26. It shall be lawful for the Board from time to time to enter into or make any agreement with any body or bodies corporate or persons for lighting or supplying with gas any church, chapel, shop, inn, tavern, dwelling-house, railway station, dock, foundry, manufactory, warehouse, or other public or private building or tenement, in such manner, under such conditions, and upon such terms as shall be agreed upon between the Board and such body or bodies corporate or persons respectively.

Application of gas revenue under Act.

27. All gas rates or sums received by the Board for the supply of gas, and all other receipts and credits on account of the gasworks of the Board, shall in every year be applied as follows:

First, in payment of the expenses properly chargeable to revenue of establishing, conducting, managing, and maintaining the gasworks and otherwise carrying on the gas undertaking of the Board;

Secondly, in payment of the interest upon mortgages granted under the provisions of this Act;

Thirdly, in forming the gas sinking fund required by this Act;

Fourthly, in forming the gas contingency or depreciation fund required by this Act;

Fifthly, the balance shall be applied in enlarging, extending, or improving the gasworks of the Board, or shall be carried to the district fund account of the Board, and shall be applied by the Board in payment of any charges or expenses for the time being payable out of the general district rates leviable by the Board, or otherwise for the public benefit of the inhabitants of the district and for the improvement of the district, or for any two or more of the above purposes, as to the Board shall seem meet.

Amount and period for gas sinking fund.

28. The sum to be yearly set apart by the Board for a gas sinking fund shall be a sum equal to the fiftieth part of the amount at any time raised under the powers of this Act, but the Board shall not be bound to commence the formation of the sinking fund by setting apart any portion of their revenue for the purpose until the expiration of two years after they shall have completed the purchase of the undertaking of the Company.

Application of gas sinking fund.

29. The sums set apart for the gas sinking fund, and the interest thereon, shall be invested in the purchase of Exchequer bills or other Government securities, or may be applied by the Board in paying off mortgages granted for the purposes of the gasworks under the provisions of this Act; and the Board may from time to time, as they think fit, sell all or any Exchequer bills or securities which shall have been so purchased, and apply the proceeds in paying off such mortgages.

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

30. 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 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 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 Govern-

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ment Board by such return or otherwise that the Local Board have failed 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.

Amount of gas contingency or depreciation fund.

31. The sum to be yearly set apart by the Board for a gas contingency or depreciation fund shall be such an amount as the Board from time to time think fit, but not so as to exceed in any year a sum equal to one per centum upon the aggregate amount of moneys raised by the Board by mortgage on account of the gasworks, and no money shall be carried to such depreciation fund when and so long as the amount thereof is equal to ten per centum of that aggregate amount.

Application of gas contingency or depreciation fund.

32. The gas contingency or deprcciation fund shall be applied from time to time by the Board in meeting any extraordinary contingencies which may arise in respect of the gasworks or gas undertaking of the Board, or in making good the deficiency of any half year's revenue of the Board to pay the interest upon mortgages on account of the gas undertaking of the Board in full, and the moneys from time to time set apart for such contingency or depreciation fund, and the interest thereon, which shall not be immediately required for any such purpose as aforesaid, shall be invested in Government securities, and the Board may sell such securities from time to time as occasion requires.

Interest on security for meters.

33. Where any owner or occupier is required by the Company to give to them security for the payment of the price or rent of a meter, the Company shall pay interest at 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.

Boards, &c. to make agreements with respect to supply of gas.

34. The Board may, from time to time, enter into agreements with any local board, highway board, or other local authority acting within all or any part or parts of the limits of the Company, with respect to the supply of gas by the Board to such local board, highway board, or other local authority, parties to the agreement, for public lighting within the district or limits of authority of such local board, highway board, or local authority respectively.

Arbitrations to be according to Railways Clauses Consolidation Act, 1845.

35. With reference to any arbitration provided for by the agreement hereby confirmed, and for the purposes of such arbitration, the expressions "Railway Companies," and "Companies," in "The Railways Clauses Consolidation Act, 1845," shall mean the Board and the Company, and the expression "Company" shall mean the Board or the Company, as the case may require; and if either party gives to the other notice in writing under their common seal to proceed to arbitration, the parties shall be deemed to have agreed to refer the matters in dispute to arbitration within the meaning of that Act.

Power to Board to borrow on mortgage of gasworks.

36. The Board may, with the sanction of the Local Government Board from time to time, under the authority of this Act, in addition to any moneys they have borrowed or are authorised to borrow under any other Act, borrow at interest on mortgage of the gasworks of the Board and of the gas rents and other revenue of the Board arising from their gas undertaking, and of the general district rate under the Public Health Acts, or of any of such securities, either together or separately, all such sums as they may from time to time think requisite, for all or any of the purposes of this Act, not exceeding in the whole the sum of ten thousand pounds.

Provisions of 10 & 11 Vict. c. 16. as to mortgages incorporated.

37. The sections of "The Commissioners Clauses Act, 1847," with respect to mortgages to be executed by the commissioners, except section 84, shall be incorporated with this Act, and shall be applicable to the Board and to their mortgages under the provisions of this Act.

Existing mortgages to have priority.

38. All mortgages granted by the Local Board prior to the passing of this Act and which shall be in force at the time of the passing of this Act shall, during the continuance thereof, and as to the rates or property comprised therein, have priority over all mortgages to be granted by virtue of this Act.

Priority of mortgages under this Act.

39. All money borrowed or to be borrowed by the Board on mortgage under the provisions of this Act shall have priority against the Board and their property from time to time over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act: Provided always that this priority shall not affect any claim against the Board in respect of any rentcharge granted or to be granted by them in pursuance of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," or in respect of any rent or sum reserved by or payable under any lease granted or made to them by any person in pursuance of this Act which is entitled to rank in priority to or pari passu with interest or dividends on their mortgages.

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Appointment of receiver.

40. The mortgagees of the Board under the provisions of this Act may enforce the payment of the arrears of interest or principal, or principal and interest, due to them by the appointment of a receiver, and the amount of principal in arrear to authorise a requisition for a receiver shall be one thousand pounds.

Power to re-borrow.

41. The Board may from time to time re-borrow any amount borrowed under the provisions of this Act, and from time to time paid off by them respectively, unless it be paid off by means of the sinking fund, in which case, and to the extent of the amount paid off by means of the sinking fund, their powers of borrowing and re-borrowing shall cease.

Certain restrictions not to apply.

42. The powers of borrowing money conferred by this Act shall not be restricted by any of the provisions of the Public Health Acts, and in calculating the amount which the Board may borrow under the Public Health Acts any sums which they may borrow under the provisions of this Act shall not be reckoned.

Application of money borrowed under Act.

43. All moneys borrowed by the Board under the provisions of this Act shall be applied only to the purposes by this Act authorised.

Board to keep separate accounts.

44. The Board shall keep separate accounts of all receipts and expenditure in respect of the gasworks and gas undertaking of the Board.

Power for Board to purchase reversion in the gas land and form a reserve fund.

45. The Board may at any time after the vesting in them of the undertaking purchase by agreement the reversion in fee of the piece of land described in the first schedule to this Act, and the Board shall, until the expiration of the first thirty years after such vesting, or until such purchase shall be made, whichever shall first happen, set apart yearly the sum of ten pounds, which shall form a reserved fund for the purpose of such purchase, and shall be invested and accumulated in the manner directed by section 31 of "The Gasworks Clauses Act, 1847," with regard to the reserved fund therein mentioned; and if the Local Board at any time hereafter transfer their gasworks to any other place within the gas limits they may apply the said reserved fund towards the purchase of the fee simple of the lands to which the gasworks shall be so transferred.

Pressure of gas.

46. All gas supplied by the Board to any consumer of gas shall be supplied at such pressure as to balance a column of water from midnight to sunset not less than six tenths of an inch, and from sunset to midnight not less than eight tenths of an 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 the Board, 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.

Quality of gas burner and testing place.

47. With reference to the provisions of "The Gasworks Clauses Act, 1871," the prescribed number of candles, the prescribed burner, and the prescribed testing place shall be the number of candles, the burner, and the testing place respectively mentioned in and prescribed by the "The Briton Ferry Gas Act, 1866."

Saving rights of Board under Public Health Acts.

48. Nothing in this Act shall prejudicially affect any of the powers, rights, privileges, or authorities vested in the Board by the Public Health Acts, but all such powers, rights, privileges, and authorities may be exercised and enjoyed by the Board in as full and ample a manner as if this Act had not been passed.

Saving powers of Local Government Board.

49. Nothing in this Act shall affect any power or jurisdiction of the Local Government Board under the Sanitary Acts as defined by "The Public Health Act, 1872."

Expenses of Act.

50. All the costs, charges, and expenses attending or incident to the preparing, applying for, and passing of this Act shall be paid by the Board out of any money now in their hands or to be received by them under this Act.

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SCHEDULES.

The FIRST SCHEDULE referred to in the foregoing Act.

All that piece or parcel of land situate in Regent Street, in the parish of Briton Ferry, in the county of Glamorgan, containing by admeasurement one rood and twenty-seven perches, or thereabouts, upon which the existing gasworks of the Briton Ferry Gas Company are situate.

The SECOND SCHEDULE referred to in the foregoing Act.

Articles of Agreement made the twenty-eighth day of March one thousand eight hundred and seventy-three between the Briton Ferry Gas and Coke Company (herein-after called the Company) of the first part, Evan Williams of Briton Ferry aforesaid, Lessee of Gasworks (herein-after called the lessee) of the second part, and the Local Board of the district of Briton Ferry (herein-after called the Local Board) of the third part.

Whereas the Local Board are the promoters of a Bill in the present session of Parliament to enable them to acquire the undertaking of the Company: And whereas by indenture bearing date the eleventh day of November one thousand eight hundred and sixty-seven the said undertaking was leased to the lessee for the term of ten years from the first day of March one thousand eight hundred and sixty-seven: And whereas the lessee has agreed to surrender his interest in the said premises upon the terms herein-after mentioned: And whereas it has been agreed between the Company and the Local Board that the Company shall sell and the Local Board shall purchase the undertaking of the Company on the terms herein-after agreed on, and that these presents shall be entered into by way of agreement, for the purpose of carrying out this arrangement: Now these presents witness that, subject to the sanction of Parliament, it is hereby agreed by and between the said parties as follows; that is to say,

1. The Company shall sell and the lessee shall surrender and the Local Board shall purchase all the present gasworks, lands, buildings, mains, meters, pipes, machinery, apparatus, plant, and implements of trade, powers, rights, and privileges whatsoever of the Company (herein-after called the purchased premises) free from all mortgages, charges, and incumbrances whatsoever, except rent or ground rent payable by the Company for or in respect of any lands, buildings,

easement, hereditaments, right, or privilege belonging to, contracted for, in the occupation of, or enjoyed by the Company or lessee respectively, as the case may be.

2. The consideration for the purchased premises shall be the sum of five thousand eight hundred and seventy-one pounds and fifteen shillings to the Company and the sum of seven hundred and eighty-nine pounds and fifteen shillings to the lessee, making together the sum of six thousand six hundred and sixty-one pounds and ten shillings.

3. The purchase shall be completed by the execution of an assignment and surrender of the premises and undertaking, and the payment of the purchase money on the thirtieth day of September one thousand eight hundred and seventy-three, but if from any cause whatever other than the wilful default of the Company or the lessee, the purchase money be not fully paid on that day, then the purchase money, or so much thereof as is not paid on that day, shall bear interest at the rate of seven pounds per cent. per annum from that day till the time of payment, without prejudice however to the right of the Company and the lessee respectively to enforce specific performance of this agreement.

4. Until the said thirtieth day of September one thousand eight hundred and seventy-three the Company or their lessee shall carry on their business as heretofore at their own expense and risk and for their own benefit, and will maintain and keep in as good repair and condition as at present (reasonable wear and tear being allowed) all the purchased premises and any extensions thereof and additions thereto.

5. On payment of the purchase money the Company and the lessee respectively will deliver over the purchased premises to the Local Board with the ordinary proper and sufficient store of gas in said Company's gasholders of at least as good quality as that required by "The Briton Ferry Gas Act, 1866," and with the whole of the gasworks in as complete working condition as at present (damage by inevitable accident and reasonable wear and tear excepted), and 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 Local Board coal of the extent of at least five tons to enable them to carry on the said works, which coal shall be paid for at their current market price.

6. The Company and the lessee will use their utmost endeavours to facilitate the passing of the Bill so as aforesaid to be promoted in Parliament by the Local Board consistently with the terms of this agreement.

7. The Bill shall contain a clause confirming this agreement and making the same binding on the Company and the lessee respectively and the Local Board, and the Bill shall also (subject to the approval of Parliament) contain clauses to enable the Local Board to raise the said purchase moneys on security of the general district rates or other rates, and such other clauses as the Local Board may deem necessary or reasonably require.

8. If at any time any question shall arise between the Company and the Local Board, or between the lessee and the Local Board, as to the intent, construction, effect, and meaning of this agreement, every such question shall (unless it can be otherwise satisfactorily arranged and disposed of) be referred to and determined by arbitration, according to the provision with respect to the determination of disputes by arbitration of "The Railways Clauses Consolida-

A.D. 1873.

tion Act, 1845." In witness whereof the Company have hereunto affixed their common seal, and the undersigned being five members of the Local Board have hereunto set their hands, and the Local Board have hereunto affixed their common seal, and the said Evan Williams has hereunto set his hand, the day and year first before written.

The common seal of the Briton Ferry Gas and Coke Company was hereunto affixed this 28th day of March 1873 by Mr. Richard Hardie, the chairman of the said Company, in the presence of

Rees Phillips,
Secretary to the Company.

Briton Ferry Gas and Coke Company (L.S.) 1866.

Signed by the said Evan Williams in the presence of

Rees Phillips.

Evan Williams.

The common seal of the said Local Board was hereunto affixed at a meeting of the said Board held on the 28th day of March 1873, and signed by Morgan Hayward Jones, Hopkin Charles, Levi Simmons, Isaac Davies, and Evan Roberts, in the presence of

David E. Jones,
Clerk to Mr. M. Tennant,
Solicitor, Aberavon.

Briton Ferry Local Board (L.S.) 1864.

Morgan H. Jones.
Hopkin Charles.
Levi Simmons.
Isaac Davies.
Evan Roberts.

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