CHAPTER clix.

An Act to authorise the Corporations of Dewsbury and Batley in the west riding of the county of York to construct Gasworks, and to purchase the Undertaking of the Dewsbury and Batley Gas Company; and for other purposes. A.D. 1873.

[21st July 1873.]

WHEREAS the municipal borough of Dewsbury is co-extensive with the township of Dewsbury in the parish of Dewsbury in the west riding of the county of York, and the municipal borough of Batley is co-extensive with the township of Batley in the parish of Batley in the said west riding, and those two boroughs adjoin one another:

And whereas it is expedient that the mayor, aldermen, and burgesses of Dewsbury (in this Act called the Dewsbury Corporation) should be empowered to manufacture and supply gas within the said borough of Dewsbury, and that the mayor, aldermen, and burgesses of Batley (in this Act called "the Batley Corporation") should be empowered to manufacture and supply gas within the said borough of Batley:

And whereas the piece or parcel of land described as 1 in Part I. of the first schedule to this Act annexed is suitable for gasworks for the purposes of such manufacture and supply, and it is expedient that the Dewsbury Corporation should be authorised to purchase the said piece or parcel of land, and to construct gasworks and manufacture and store gas thereon:

And whereas a plan showing the said piece or parcel of land, and a book of reference to the said plan containing the names of the owner and occupiers of such land, were deposited with the clerk of the peace for the west riding of the county of York, and are herein-after respectively referred to as the deposited plan and book of reference:

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And whereas by the Dewsbury and Batley Gas Act, 1861, the Dewsbury and Batley Gas Act, 1861, was repealed, and the Dewsbury and Batley Gas Company (in this Act called the company) were re-incorporated and their powers enlarged, and their limits as described by the said Act comprised the parish of Dewsbury (except the township of Ossett in that parish), the township of Batley, and so much of the township of Thornhill in the county of York as was not included within the limits of the Mirfield Gas Act, 1860, and the capital of the company was fixed at thirty-seven thousand pounds, in seven thousand four hundred five-pound shares entitled to dividends at a rate not exceeding ten pounds per centum per annum, with powers to raise an additional capital of seventy-five thousand pounds entitled to dividends at a rate not exceeding seven pounds ten shillings per centum per annum, and to borrow on mortgage the further sum of eighteen thousand pounds:

And whereas the company have raised the whole of the said original capital of thirty-seven thousand pounds, and also of the said additional capital of seventy-five thousand pounds, in shares of five pounds each, and have created and issued shares instead of borrowing on mortgage the said sum of eighteen thousand pounds, and they have no mortgage debt:

And whereas it is expedient that the company should be authorised to sell to the Dewsbury Corporation and the Batley Corporation (in this Act called the two Corporations), and that the two Corporations should be authorised to purchase, the undertaking of the company in accordance with the agreement entered into between them, which is set forth in the third schedule to this Act, and that after such purchase the Dewsbury Corporation should carry on the company's undertaking within those parts of the company's limits which comprise the borough of Dewsbury, and certain parts of the townships of Thornhill in the parish of Thornhill and Soothill in the parish of Dewsbury respectively, and that the Batley Corporation should carry on the company's undertaking within the remaining parts of the company's limits, and that provision should be made for the temporary supply of gas by the Batley Corporation to the Dewsbury Corporation:

And whereas the company have, with the consent of the Dewsbury Corporation, entered into an agreement for taking a lease for nine hundred and ninety-nine years of the land described as 2 in Part I. of the first schedule to this Act, and it is expedient that the Dewsbury Corporation should be entitled to the benefit of that agreement:

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And whereas estimates have been prepared by the two Corporations respectively for the purchase of the said lands and for the erection of gasworks thereon as by this Act authorised, and such estimates are as follows:

For gasworks by the Dewsbury Corporation 100,000*l.*;

For gasworks by the Batley Corporation 80,000*l.*:

And whereas the several works included in such estimates respectively are permanent works within the meaning of section 57 of "The Local Government Act, 1858:"

And whereas fifteen members, being a majority of the whole number of the council of the borough of Dewsbury, at a meeting held on the first day of October, after ten clear days notice by public advertisement of such meeting, and of the purpose thereof, in the Dewsbury Reporter, a local newspaper published or circulating in that borough, such notice being in addition to the ordinary notices required for summoning such meeting, resolved that the portion of expense in relation to promoting the Bill for this Act which should be payable by the Dewsbury Corporation should be charged on the borough fund and borough rate:

And whereas such resolution was published twice in the said Dewsbury Reporter newspaper:

And whereas fourteen members, being a majority of the whole number of the council of the borough of Batley, at a meeting held on the tenth day of October one thousand eight hundred and seventy-two, after ten clear days notice by public advertisement of such meeting, and of the purpose thereof, in the Batley Reporter, a local newspaper published or circulating in that borough, such notice being in addition to the ordinary notices required for summoning such meeting, resolved that the portion of expense in relation to promoting the Bill for this Act which should be payable by the Batley Corporation should be charged to the borough fund and borough rate:

And whereas such resolution was published twice in the said Batley Reporter newspaper:

And whereas the owners and ratepayers of the said boroughs respectively, by resolutions in the manner provided in the Local Government Act, 1858, for the adoption of that Act, consented to the promotion of the Bill for this Act:

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,

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and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited as "The Dewsbury and Batley Corporations (Gas) Act, 1873."

Provisions of Acts herein named incorporated.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Gasworks Clauses Act, 1847," except the provisions thereof with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their benefit, and the provisions of "The Commissioners Clauses Act, 1847," with respect to the mortgages to be executed by the Commissioners, &c, subject to the provisions of this Act, incorporated with and form part of this Act; and "The Gasworks Clauses Act, 1871," shall apply to the undertaking of the gas company, when the same shall become vested in the Corporations of Dewsbury and Batley, as if the same had been authorised by this Act.

Interpretation of terms.

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

The expression "borough of Dewsbury" shall mean the municipal borough of Dewsbury:

The expression "Dewsbury council" shall mean the town council of the borough of Dewsbury:

The expression "Batley council" shall mean the town council of the borough of Batley:

The expression "the works," "the gasworks," and "the undertaking," in this Act and the Gasworks Clauses Act, 1847, shall respectively mean and include the gasworks and works connected therewith by this Act vested in or authorised to be purchased, made, or maintained by the Dewsbury Corporation, or, as the case may be, the Batley Corporation, and any improvement thereof which the Dewsbury Corporation, or, as the case may be, the Batley Corporation, may construct under the powers of this Act, and the lands, buildings, estate, right, title, property, privileges, effects, and undertaking of the Dewsbury Corporation, or, as the case may be, the Batley Corporation, in relation to the gasworks and every part thereof respectively:

The expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand in respect of which the

expression is used were a common simple contract debt, and not a debt or demand created by statute:

The expression "the undertakers" in this Act and the Gasworks Clauses Act, 1847, shall mean the Corporation authorised to make or maintain the undertaking:

The expression "the Commissioners" in the Commissioners Clauses Act, 1847, shall, with reference to mortgages of or to be executed by the Dewsbury Corporation, mean the Dewsbury Corporation, and with reference to mortgages of or to be executed by the Batley Corporation, mean the Batley Corporation:

The expression "clerk to the Commissioners" in the Commissioners Clauses Act, 1847, shall mean town clerk, and shall be applicable, as the case may require, to the town clerk of the borough of Dewsbury or to the town clerk of the borough of Batley.

Powers of Corporations to be exercised by councils.

4. All powers by this Act vested in the Dewsbury Corporation, and all duties by this Act imposed upon the Dewsbury Corporation, shall be exercised and performed by the Dewsbury council, as if the Dewsbury council was named in that behalf in this Act instead of the Dewsbury Corporation; and all powers by this Act vested in the Batley Corporation, and all duties by this Act imposed upon the Batley Corporation, shall be exercised and performed by the Batley council, as if the Batley council was named in that behalf in this Act instead of the Batley Corporation.

Power to Corporations to appoint committees.

5. The Dewsbury Corporation, by the Dewsbury council, may from time to time, out of the members of the Dewsbury council, appoint a committee, to be called the gas committee, for the execution of this Act, and may remove any member of the gas committee and appoint any other member of the Dewsbury council in his place, and may from time to time delegate to the committee such of the powers, authorities, and duties of the Dewsbury Corporation under this Act as they think fit; and the acts and proceedings of the committee within the limits of such delegation shall be deemed the acts and proceedings of the Dewsbury Corporation, and the quorum of such committee shall from time to time be fixed by the Dewsbury Corporation; and the Dewsbury Corporation may from time to time make such regulations as they think fit for the guidance of the committee, and such of the acts and proceedings of the committee as the Dewsbury Corporation from time to time require, but no others, shall be submitted to the Dewsbury Corporation for approval.

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Minutes of proceedings of councils and gas committees to be evidence.

6. For any of the purposes of this Act, any minute made of proceedings at meetings of the Dewsbury council or of the gas committee, if signed by any person purporting to be the chairman of such council or committee at the meeting of the council or committee at which such proceedings took place, shall be receivable in all courts of law and equity and elsewhere as primâ facie evidence, without further proof of the proceedings of which the same purports to be a minute, and, until the contrary is proved, every meeting of the Dewsbury council or gas committee shall, in respect of the proceedings of which minutes have been so made, be deemed to have been duly convened and held, and all the members thereof to have been duly qualified, and such minutes of proceedings shall at all reasonable times be open to the inspection of any member of the Dewsbury council, and of any mortgagee of the rates or property of the Dewsbury Corporation.

Provisions of last two sections to apply in case of Batley.

7. The provisions contained in the last two preceding sections with respect to the appointment of a gas committee by the Dewsbury council, and the removal or appointment of any member thereof, and with respect to the powers, authorities, and duties to be delegated to the committee, and the acts, proceedings, and quorum of the committee, and the regulations for the guidance of the committee, and the approval by the Dewsbury Corporation of certain acts and proceedings of the committee, and with respect to the admissibility as evidence of minutes of proceedings at meetings of the Dewsbury council and gas committee, and the non-necessity of proof of certain matters in reference to such minutes, and requiring such minutes to be open to the inspection of members of the Dewsbury council and mortgagees of the rates or property of the Dewsbury Corporation, shall apply, mutatis mutandis, in the case of a gas committee appointed by the Batley Corporation, and the minutes of proceedings at meetings of the Batley council or gas committee, in like manner in all respects as if such provisions had been expressly enacted in this Act with reference to the Batley Corporation, the Batley council and gas committee, and the minutes of their proceedings.

Authorising purchase of company's undertaking.

8. The agreement set forth in the third schedule to this Act shall be and the same is hereby confirmed, and the company shall sell to the Corporations, and the Corporations shall purchase from the company, at the price and upon the terms agreed on between them, the undertaking, works, lands, property, goods, credits, rights, powers, and privileges of the company, herein-after called "the undertaking," and such sale and purchase shall be effected by means

of a conveyance under the seal of the company and duly stamped, in which the amount of purchase money shall be stated.

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

9. The receipt in writing of three of the directors of the company indorsed on the deed of conveyance for the purchase and other money to be paid to them by the Corporations shall effectually discharge the Corporations 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 Corporations 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.

Gas company to wind up affairs.

10. As soon as conveniently may be after the conveyance to the Corporations of the undertaking of the company, the directors thereof shall proceed to wind up the affairs of the company, and distribute and pay their net moneys to and among the several persons who at the time of the conveyance shall be registered shareholders of the company, in proportion to their respective shares and class of shares of the capital of the company, or to their respective executors, administrators, successors, or assigns.

Books evidence as to shareholders.

11. The persons who shall appear on the books of the company to be proprietors of shares in the capital of the company at the time of the execution of the deed of conveyance 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 purpose of the distribution of the company's assets.

Receipt of representatives of shareholders to discharge gas company.

12. For the purposes of such winding up, the receipt of the trustee, guardian, or committee of the estate of any shareholder in the company who may be an infant, idiot, or lunatic, shall be an effectual discharge to the company and to the directors thereof for so much of the purchase money or other moneys as in such receipt shall be expressed to be received, and shall exonerate them from any trust or obligation affecting the shares in respect of which such money shall be paid.

Payment into court by gas company.

13. If at the expiration of twelve months from the date of the conveyance to the Corporations 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

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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 incidental 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 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.

Company and committee of management to be indemnified.

14. The company and the directors shall at all times be indemnified by the Corporations against all covenants and obligations entered into or cast upon the company, or the directors thereof, by any deed or instrument or writing executed or made by them previously to the execution of the agreement set forth in the third schedule hereto or subsequently thereto, if not contrary to such agreement.

Company to be dissolved.

15. 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 conveyance.

16. On the execution of the said conveyance, but as from the thirtieth day of June one thousand eight hundred and seventy-three, the undertaking shall become vested in the Corporations in the manner provided by this Act, and shall form part of the estates of the Corporations respectively, subject to all debts, contracts, engagements, liabilities, and obligations at the time of the conveyance affecting the company or the property thereof.

Debts due to company to be paid to Corporations, notwithstanding this Act.

17. All debts, rents, and moneys on the thirtieth day of June one thousand eight hundred and seventy-three due and owing to the company by any gas consumer or other person, and all moneys due and owing to the company for any supply of gas up to that time, shall (the purchase money for the undertaking having first been duly paid by the Corporations to the company) be paid to and be received and enforced by the Corporations in their own name as fully and effectually as if the same had become payable under a

contract entered into with the Corporations, or the Corporations may, if they think fit, but at their own expense, use the name of the company for the purpose of enforcing payment of any debt, rent, or moneys so due as aforesaid, and in all cases where a current period of payment is running at the time of the transfer of the undertaking to the Corporations, and at the expiration of such period part of the sum due and payable has accrued to the company and part to the Corporations, the debt, rent, or moneys shall be deemed and taken as wholly due and payable to the Corporations, and be recoverable by them in their own name.

Company's Acts to apply to Corporations.

18. The recited Act relating to the company, except the provisions thereof relating to capital, borrowing powers, meetings, directors, profits, and accounts, and except so far as the same may be otherwise varied or repealed by this Act, shall, after and notwithstanding the conveyance to the two Corporations, continue in force, and shall apply, as from the date of the payment to the company of the purchase money mentioned in the agreement set forth in the third schedule to this Act, to the Dewsbury Corporation within the Dewsbury Corporation limits, and to the Batley Corporation within the Batley Corporation limits, in like manner in all respects as but for the passing of this Act they would have applied to the company.

Actions not to abate.

19. Any action, suit, prosecution, or other proceeding whatsoever commenced either by or against the company previously to the conveyance by the company shall not abate or be discontinued by such conveyance, but, on the contrary, shall continue and take effect both in favour of and against the Dewsbury Corporation if the cause of action, suit, prosecution, or other proceeding arose within the Dewsbury Corporation limits, or the Batley Corporation if the cause of action, suit, prosecution, or other proceeding arose within the Batley Corporation limits, in the same manner to all intents and purposes as in case the said conveyance had not been made the same would have continued and taken effect in favour of or against the company, and the court in which any such action, suit, prosecution, or other proceeding is pending, or any judge, may, upon the application in a summary way of any party thereto, cause the names of the two Corporations, or the name of either of them, to be substituted for the name of the company as party to such action, suit, prosecution, or other proceeding, and the names or name of the Corporations or Corporation so substituted shall, after such substitution, be used in any such action, suit, prosecution, or other proceeding in like manner as if the Corporations or

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Corporation substituted instead of the company had originally been party thereto.

Byelaws to remain in force.

20. Notwithstanding the conveyance, all byelaws, rules, regulations, and orders made by the company shall continue in force until the expiration of twelve months from the passing of this Act, or until the same be repealed, altered, or varied by the Dewsbury Corporation within the Dewsbury Corporation limits, or by the Batley Corporation within the Batley Corporation limits, 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 Dewsbury Corporation within the Dewsbury Corporation limits in the same manner in all respects as if the same had been made and imposed respectively by the Dewsbury Corporation, and may and shall be enforced, recovered, and applied by the Batley Corporation within the Batley Corporation limits in the same manner in all respects as if the same had been made and imposed respectively by the Batley Corporation.

Books, &c. to be evidence.

21. All books and documents which would have been evidence in respect of any matter for or against the company shall be admitted as evidence in respect of the same or the like matter for or against the two Corporations or either of them.

Cost of purchase to be apportioned between the two Corporations.

22. The cost of purchasing the undertaking of the company shall be borne and paid by the Dewsbury Corporation and the Batley Corporation in such shares and proportions as shall be agreed upon between them, or, failing agreement, as shall be settled by arbitration in manner provided by this Act.

Limits of Act for Dewsbury Corporation.

23. The limits of this Act, so far as relates to the undertaking of the Dewsbury Corporation, in this Act referred to as the Dewsbury Corporation limits, shall be the borough of Dewsbury, and when the undertaking of the company is vested in the two Corporations shall extend to and include so much of the township of Thornhill as is comprised within the limits of the company, and so much of the township of Soothill comprised within the same limits as lies to the south of a straight line drawn from a point near to the Albion Mill, where the townships of Dewsbury, Batley, and Soothill adjoin each other, thence to a point at the north-east end of a certain road in the township of Soothill called Bennett Lane, thence in a straight line to a point intersecting a certain other road in the township of Soothill called Owl Lane, at the boundary of the townships of Soothill and Ossett.

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Limits of Act for Batley Corporation.

24. The limits of this Act, so far as relates to the undertaking of the Batley Corporation, in this Act referred to as the Batley Corporation limits, shall be the borough of Batley, and when the undertaking of the company is vested in the two Corporations shall extend to and include the rest of the whole area comprised within the limits of the company which is not included within the Dewsbury Corporation limits.

Corporation to accept a lease of land described in No. 2, Part I. of Sched. 1. in accordance with agreement in Sched. 4. of this Act.

25. The Dewsbury Corporation shall accept a lease of the land described as 2 in Part I. of the first schedule of this Act, in accordance with the terms of the agreement set forth in the fourth schedule of this Act, but subject to any alterations in such terms which may be agreed upon between them and the persons therein described as the lessors, and shall indemnify the company from all liability in respect of the said agreement, which shall henceforth be null and void so far as respects the company.

Power to purchase lands.

26. Subject to the provisions of this Act, the Dewsbury Corporation may purchase, take, and use all or any part of the lands in the township of Dewsbury shown on the deposited plan and described in the deposited book of reference, and may appropriate and use all or any part or parts of the said lands for any of the purposes of this Act.

Powers for compulsory purchases limited.

27. The powers by this Act granted for the compulsory purchase of land shall not be exercised after the expiration of three years from the passing of this Act.

Powers as to construction and maintenance of gasworks, &c.

28. Subject to the provisions of this Act, the Dewsbury Corporation within the Dewsbury Corporation limits, and the Batley Corporation within the Batley Corporation limits, may from time to time erect, lay down, provide, maintain, alter, improve, enlarge, extend, and renew or discontinue gasworks, retorts, gasometers, receivers, drains, sewers, mains, pipes, meters, lamps, lamp-posts, burners, stop-cocks, machinery, and other works and apparatus and conveniences, and may do all such acts as they may think proper for making and storing gas, and for supplying gas within their respective limits, and may make, store, and supply gas accordingly, and may manufacture, sell, provide, supply, and deal in coal, coke, tar, pitch, asphaltum, ammoniacal oil, and all other products or residuum of any materials employed in or resulting from the manufacture of gas, and also meters, fittings, tubes, pipes, and other articles and things in any way connected with gasworks, or with the supply of gas, as they may from time to time think fit.

As to works, affecting the London and

29. Any works to be constructed or executed by the respective Corporation in the exercise of the powers conferred by this Act

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North-western Railway Company.

across or in any way affecting any railway belonging to or worked by the London and North-western Railway Company, or any of the bridges or works thereof, or any lands or property belonging to that company, shall be done under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of that company, and according to plans to be reasonably approved by him, but in all things at the expense of the respective Corporation so constructing or executing any such works, and so as not to cause any injury to any such railway or bridges, works, lands, or property, or interruption to the passage or conduct of traffic over any such railway or at any station thereof; and if any injury shall arise to any such railway or bridges, works, lands, or property, or interruption to such traffic, the respective Corporation shall make full satisfaction to that company in respect of such injury or interruption caused by or resulting from the construction or execution of any such works by the respective Corporation.

As to works affecting the Lancashire and Yorkshire Railway Company

30. If in the exercise of any of the powers of this Act the Dewsbury Corporation within the Dewsbury Corporation limits shall interfere with the Lancashire and Yorkshire Railway, or any of the stations, sidings, or property of the Lancashire and Yorkshire Railway Company, the said Corporation shall be subject to the following conditions; namely,

1. All works affecting any bridge or road over or under the Lancashire and Yorkshire Railway shall be executed at the expense of the said Corporation, under the superintendence and to the satisfaction of the engineer for the time being of the Lancashire and Yorkshire Railway Company, and according to plans and specifications previously submitted to the said engineer:
2. If the engineer of the said Corporation and of the Lancashire and Yorkshire Railway Company differ concerning the said plans or specifications, or concerning the execution of the said works, every such difference shall be settled by an engineer to be appointed by the engineer of the said Corporation and the engineer of the Lancashire and Yorkshire Railway Company, or, if they cannot agree upon an umpire, then by an engineer to be appointed by the Board of Trade on the application of either party:
3. The said works shall be constructed and maintained so that the traffic upon the said railway and works shall not be in anywise impeded:
4. The said Corporation shall acquire only an easement in and upon such of the works, lands, and property of the Lancashire

and Yorkshire Railway Company as may be used or interfered with:

5. If by reason of the construction and maintenance of the works by this Act authorised the railway, or any of the works connected therewith respectively, shall be damaged or injured, or the traffic thereon impeded, the said Corporation shall compensate the Lancashire and Yorkshire Railway Company for any loss or expense occasioned thereby:

6. The amount to be paid to the Lancashire and Yorkshire Railway Company for the acquisition of any such easement as aforesaid, including the compensation (if any) for damage or injury to the said railway or works, or impediment to the traffic of the Lancashire and Yorkshire Railway Company, shall from time to time be settled in case of difference in the manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to the purchase of lands otherwise than by agreement.

Power to take licenses.

31. The Dewsbury Corporation within the Dewsbury Corporation limits, and the Batley Corporation within the Batley Corporation limits, may purchase or otherwise acquire, hold, work, and use any leave, license, or authority from any patentees for inventions for or relating to the manufacture of gas or residuary products, meters, or fittings, or otherwise acquire, hold, use, and exercise patent rights, not being exclusive, relating to gas or residual products, meters, and fittings.

Power to purchase lands by agreement.

32. The Dewsbury Corporation within the Dewsbury Corporation limits, and the Batley Corporation within the Batley Corporation limits, may respectively, for the purposes of their undertaking, purchase, take, and hold (by agreement, but not otherwise), in addition to the lands described in the schedule to this Act, any lands and hereditaments, not exceeding in the whole ten acres, which they respectively may from time to time require for the purposes of their works and undertaking.

Gas not to be manufactured elsewhere than on lands in schedule.

33. Notwithstanding anything in this Act contained to the contrary, it shall not be lawful for either of the Corporations to erect works for the manufacture of gas upon any land, or to use any land for the purpose of manufacturing gas or residual products, except lands described in the first schedule to this Act.

Power to lay pipes against buildings.

34. The Dewsbury Corporation within the Dewsbury Corporation limits, and the Batley Corporation within the Batley Corporation limits, with the consent of the owner and occupier of any building, may lay any pipe, branch, or any other necessary appa-

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ratus 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, discontinue, and remove any such pipe, branch, or apparatus.

Security for payment of gas rent.

35. Any person who requests to have a supply of gas from the Corporation shall, if and when so required in writing by the Corporation, and before he is entitled to have the pipes provided and laid, or to have a supply of gas provided or continued, give to the Corporation such security for the payment of the rent for the gas to be supplied to him as he and the Corporation agree on, or as, in default of agreement, may be determined in manner provided by the Gasworks Clauses Act, 1871.

Limiting the price of gas.

36. The price to be charged by either of the said Corporations for gas supplied by them to persons who shall burn the same by meter shall not at any time exceed four shillings and sixpence per one thousand cubic feet.

Pressure of gas.

37. All gas supplied by either of the said Corporations 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 any local or road authority, and the provisions of the Gasworks Clauses Act, 1871, with reference to testing of gas and to penalties shall, mutatis mutandis, apply to such testing of pressure.

Quality of gas.

38. The prescribed number of candles shall be fourteen.

Testing place.

39. Within twelve months from the passing of this Act a testing place shall be provided within the Dewsbury Corporation limits at Dewsbury, and within the Batley Corporation limits at Batley.

Burner.

40. The prescribed burner shall be Sugg's London argand burner, No. 1, with a six-inch chimney, and consuming five feet of gas per hour.

Power for Dewsbury Corporation to borrow.

41. For the purposes of this Act, the Dewsbury Corporation, in addition to any moneys they have borrowed or are authorised to

borrow, may from time to time, under the authority of this Act, borrow at interest, on the security of the rates, rents, and revenues derived from their gasworks, and, if they think fit, as a collateral security, of the borough rates and borough fund or general district rate, such sums as they from time to time think requisite, not exceeding in the whole the sum of two hundred and thirty thousand pounds, inclusive of the amount of their share and proportion of the cost of purchasing the undertaking of the company, and they may grant mortgages of the said rates, rents, and revenues, and borough rates and borough fund: Provided always, that the mortgages granted by the Dewsbury Corporation under this Act shall be without prejudice to any mortgages granted by the Dewsbury Corporation on the security of the borough rates or borough fund of Dewsbury before the passing of this Act, while the same respectively are in force: Provided also, that the mortgages granted by the Dewsbury Corporation under this Act, and the transfers thereof, may be according to the forms in the second schedule to this Act annexed, or to the like effect. A.D. 1873.

Power for Batley Corporation to borrow.

42. For the purposes of this Act, the Batley Corporation, in addition to any moneys they have borrowed or are authorised to borrow, may from time to time, under the authority of this Act, borrow at interest, on the security of the rates, rents, and revenues derived from their gasworks, and, if they think fit, as a collateral security, of the borough rates and borough fund or general district rate, such sums as they from time to time think requisite, not exceeding in the whole the sum of two hundred and twenty thousand pounds, inclusive of the amount of their share and proportion of the cost of purchasing the undertaking of the company, and they may grant mortgages of the said rates, rents, and revenues, and borough rates and borough fund: Provided always, that the mortgages granted by the Batley Corporation under this Act shall be without prejudice to any mortgages granted by the Batley Corporation on the security of the borough rates or borough fund of Batley before the passing of this Act, while the same respectively are in force: Provided also, that the mortgages granted by the Batley Corporation under this Act, and the transfers thereof, may be according to the forms in the second schedule to this Act annexed, or to the like effect.

Power to re-borrow.

43. The Dewsbury Corporation, or, as the case may be, the Batley Corporation, 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 annual instalments, or the sinking fund, in which case, and to the

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extent of the amount paid off by means of annual instalments or the sinking fund, their powers of borrowing and re-borrowing shall cease.

As to notice for paying off mortgages.

44. Any notice for paying off money borrowed on mortgage under the provisions of this Act in pursuance of the eighty-second section of the "Commissioners Clauses Act, 1847," shall be sufficiently served if sent by post in a registered letter addressed as follows; that is to say,

When the notice is by the holder of a mortgage from the Dewsbury Corporation, if addressed to the town clerk at the Town Hall, Dewsbury:

When the notice is by the holder of a mortgage from the Batley Corporation, if addressed to the town clerk at the Town Hall, Batley:

When the notice is by the Dewsbury Corporation or the Batley Corporation to the holder of a mortgage, if addressed to such holder at his usual or last known place of abode.

For appointment of a receiver.

45. The mortgagees of the Dewsbury Corporation and of the Batley Corporation under this Act may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages or debentures by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees and debenture holders, or mortgagees or debenture holders, by whom the application for a receiver is made, shall not be less than ten thousand pounds in the whole.

Mortgages granted under Act to have priority over other mortgages and charges of Corporation.

46. All mortgages which may be granted by the Dewsbury Corporation under the powers of this Act shall, so far as relates to their gas undertaking, have priority over all other mortgages and charges for the time being of the Dewsbury Corporation, and all mortgages which may be granted by the Batley Corporation under the powers of this Act shall, so far as relates to their gas undertaking, have priority over all mortgages and charges for the time being of the Batley Corporation.

Priority of mortgages over other debts of Dewsbury Corporation.

47. All money raised or to be raised by the Dewsbury Corporation on mortgage under the provisions of this Act shall have priority against the Dewsbury Corporation, and the property from time to time of the Dewsbury Corporation, 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 Dewsbury Corporation or their property 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 the Dewsbury Corporation in pursuance of any Act relating to the Dewsbury Corporation, which is entitled to rank in priority to or pari passu with the interest on their mortgages, nor shall anything in this section contained affect any claim for land taken, used, or occupied by the Dewsbury Corporation for the purposes of that Corporation's undertaking and works, or injuriously affected by the construction thereof, or by the exercise of any powers conferred on the Dewsbury Corporation.

Priority of mortgages over other debts of Batley Corporation.

48. All moneys raised or to be raised by the Batley Corporation on mortgage under the provisions of this Act shall have priority against the Batley Corporation, and the property from time to time of the Batley Corporation, 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 Batley Corporation or their property 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 the Batley Corporation in pursuance of any Act relating to the Batley Corporation which is entitled to rank in priority to or pari passu with the interest on their mortgages or debentures, nor shall anything in this section contained affect any claim for land taken, used, or occupied by the Batley Corporation for the purposes of their undertaking and works, or injuriously affected by the construction thereof, or by the exercise of any powers conferred on the Batley Corporation.

Application of money borrowed under Act.

49. All moneys borrowed by the Dewsbury Corporation, or by the Batley Corporation, under the provisions of this Act, shall be applied only to the purposes of this Act authorised.

Application of gas revenue of Dewsbury Corporation.

50. All gas rates or sums received by the Dewsbury Corporation for the supply of gas, and all other receipts on account of the gas-works of the Dewsbury Corporation, shall in each and every half year be applied as follows:

First. In payment of the expenses properly chargeable to revenue of establishing, conducting, managing, and maintaining the gasworks:

Secondly. In payment of the interest upon mortgages granted by the Dewsbury Corporation under the provisions of this Act:

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Thirdly. In forming the sinking fund required by this Act to be formed by the Dewsbury Corporation:

Fourthly. In forming, if and as the Dewsbury Corporation shall see fit, the contingency or depreciation fund required by this Act:

Fifthly. The balance shall be applied in enlarging, extending, or improving the gasworks of the Dewsbury Corporation, or shall be carried to the borough fund, and shall be applied by the Dewsbury Corporation in payment of any charges or expenses for the time being payable out of the borough fund or borough rates leviable by the Dewsbury Corporation, or otherwise for the public benefit of the inhabitants of the borough of Dewsbury, and for the improvement of that borough, or for any of the above purposes, as to the Dewsbury Corporation shall seem meet.

Sinking fund, Dewsbury Corporation.

51. The sum to be set apart yearly by the Dewsbury Corporation as a sinking fund shall be of such amount as will secure the repayment of the money borrowed or raised, with the interest thereon, by equal annual instalments, in the course of sixty years from the period of each advance, and every sum so set apart may be applied either in paying off mortgages or in being invested and disposed of as provided by "The Commissioners Clauses Act, 1847," or partly in one way and partly in the other, and all mortgages paid off or purchased out of any such instalments shall for the purposes of this Act be deemed to have been paid off out of the sinking fund, but the Dewsbury Corporation shall not be bound to commence the formation of the sinking fund by setting apart any part of their revenue for the purpose until the expiration of five years from the vesting period.

Amount of contingency or depreciation fund, Dewsbury Corporation.

52. The sum to be yearly set apart as a contingency or depreciation fund by the Dewsbury Corporation shall be such an amount as the Dewsbury Corporation from time to time think fit, but not so as to exceed in any year a sum equal to one pound per centum upon the aggregate amount of moneys raised by the Dewsbury Corporation by mortgage granted under the provisions of this Act, and no money shall be carried to the depreciation fund when and so long as the amount thereof is equal to five pounds per centum of that aggregate amount.

Application of contingency or depreciation fund, Dewsbury Corporation.

53. The contingency or depreciation fund shall be applied from time to time by the Dewsbury Corporation in meeting any extraordinary contingencies which may arise in respect of the gasworks, or in making good the deficiency of any half year's gas revenue of

the Dewsbury Corporation to pay the interest upon mortgages and of the Dewsbury Corporation under this Act in full; and the moneys from time to time set apart for the 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 or other securities, and the Dewsbury Corporation may sell such securities from time to time as occasion requires.

Application of gas revenue, Batley Corporation.

54. All gas rates or sums received by the Batley Corporation for the supply of gas, and all other receipts on account of the gasworks of the Batley Corporation, shall in each and every half year be applied as follows:

First. In payment of the expenses properly chargeable to revenue of establishing, conducting, managing, and maintaining the gasworks:

Secondly. In payment of the interest upon mortgages granted by the Batley Corporation under the provisions of this Act:

Thirdly. In forming the sinking fund required by this Act to be formed by the Batley Corporation:

Fourthly. In forming, if and as the Batley Corporation shall see fit, the contingency or depreciation fund required by this Act:

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

Sinking fund, Batley Corporation.

55. The sum to be set apart by the Batley Corporation as a sinking fund shall be of such amount as will secure the repayment of the money borrowed or raised, together with the interest thereon, by equal annual instalments, in the course of sixty years from the period of each advance, and every sum so set apart may be applied either in paying off mortgages or in being invested and disposed of as provided by "The Commissioners Clauses Act, 1847," or partly in one way and partly in the other, and all mortgages paid off or purchased out of any such instalments shall for the purposes of this Act be deemed to have been paid off out of the sinking fund, but the Batley Corporation shall not be bound to commence the formation of the sinking fund by setting apart any part of their revenue for the purpose until the expiration of five years from the vesting period.

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Amount of contingency or depreciation fund, Batley Corporation.

56. The sum to be yearly set apart as a contingency or depreciation fund by the Batley Corporation shall be such an amount as the Batley Corporation from time to time think fit, but not so as to exceed in any year a sum equal to one pound per centum upon the aggregate amount of moneys raised by the Batley Corporation by mortgage granted under the provisions of this Act, and no money shall be carried to the depreciation fund when and so long as the amount thereof is equal to five pounds per centum of that aggregate amount.

Application of contingency or depreciation fund, Batley Corporation.

57. The contingency or depreciation fund shall be applied from time to time by the Batley Corporation in meeting any extraordinary contingencies which may arise in respect of the gasworks, or in making good the deficiency of any half year's gas revenue of the Batley Corporation to pay the interest upon mortgages of the Batley Corporation under this Act in full; and the moneys from time to time set apart for the 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 or other securities, and the Batley Corporation may sell such securities from time to time as occasion requires.

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

58. The town clerk of Dewsbury as regards the borough of Dewsbury, and the town clerk of Batley as regards the borough of Batley, shall respectively, 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, the town clerk making such default shall be liable to a penalty of not exceeding twenty pounds. If it appear to the Local Government Board by such return or otherwise that the Corporation of Dewsbury, or, as the case may be, the Corporation of Batley, 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.

Providing for temporary supply of gas to Dewsbury.

59. Whereas part of the plant and existing gasworks of the company are situate adjoining or near to the borough of Batley, and on the undertaking being purchased by the two Corporations the said gasworks will belong to the Batley Corporation, and it is expedient that provision should be made for supplying Dewsbury with gas until the works by this Act authorised to be constructed by them shall be completed, so as to supply gas in sufficient quantities for public and private lighting within the Dewsbury Corporation limits: Be it enacted, that the Batley Corporation shall supply to the Dewsbury Corporation, and the Dewsbury Corporation shall take and purchase of the Batley Corporation such a quantity or such quantities of gas per month as they may require, for such price per thousand cubic feet as shall be agreed upon at the commencement of such supply, and at the expiration of every six months thereafter, or, failing agreement, as shall be settled by arbitration in manner provided by this Act, but such supplies shall not be discontinued before the expiration of three years or continued beyond the period of five years from the passing of this Act, except by mutual consent of the two Corporations; and for the purposes of this section the provisions of this Act prescribing the maximum price to be charged for gas supplied to persons who shall burn the same by meter shall have no application.

Arbitration under Act.

60. Every arbitration between the Corporations under this Act shall be in manner provided by the Railway Companies Arbitration Act, 1859, as if each of the two Corporations were respectively a railway company, and the provisions of that Act shall be read and construed accordingly; 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.

Recovery of moneys by Corporations.

61. All rates and sums due to the Dewsbury Corporation or the Batley Corporation on any account whatsoever under this Act, and all costs, damages, penalties, and expenses by this Act directed to be paid to the Dewsbury Corporation or the Batley Corporation, may be ascertained or levied and recovered in the same manner in all respects as any other rates or moneys, costs, damages, penalties, and expenses payable to the Corporation may be ascertained, levied, or recovered respectively, and the remedies of the Dewsbury Corpora-

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tion or of the Batley Corporation under this enactment shall be in addition to the other remedies for the recovery of any rates, sums, costs, damages, forfeitures, penalties, and expenses respectively.

Contracts for supply of gas not to disqualify members of Corporation or town council.

62. A contract with the Dewsbury Corporation, or with the Batley Corporation, for a supply of gas under this Act, or a loan of money to either of the said Corporations, on security of mortgage, shall not disqualify the person contracting or advancing such loan from being or acting as a member, auditor, assessor, or officer of the Corporation, or of the town council, or of the gasworks committee.

Saving rights of Corporation.

63. Except as is by this Act expressly provided, this Act, or anything therein contained, shall not take away, lessen, or prejudice any of the estates, rights, powers, or privileges of the Dewsbury Corporation or of the Batley Corporation.

Costs of Act.

64. The costs, charges, and expenses of and preliminary and incidental to the preparing, obtaining, and passing of this Act shall be paid by the Dewsbury Corporation and the Batley Corporation in equal proportions.

SCHEDULES to the foregoing Act annexed.

THE FIRST SCHEDULE.

Part I.

Lands to be purchased for Gasworks.

1. Two closes, pieces, or parcels of land situate and being near to Burgh Mill Lane in the township and parish of Dewsbury, containing together 8a. 1r. 26p. or thereabouts, one close called Little Wood and Quarry Hill, and the other being part of a close called Ten Acre Field, and both belonging or reputed to belong to Lord and Lady Mountgarrett, and now in the several and respective occupations of Mark Tolson and Philip Tattersfield and Obadiah Tattersfield, and bounded on or towards the east by property belonging or reputed to belong to the Lancashire and Yorkshire Railway Company, on or towards the west partly by other property belonging or reputed to belong to Lord and Lady Mountgarrett, and partly by a watercourse called the Goit, on or towards the north by other property belonging or reputed to belong to Lord and Lady Mountgarrett, and on or towards the south by the said Burgh Mill Lane.

2. Certain lands, and being part of a field in the township and parish of Thornhill, in the west riding of the county of York, known as the Bretton or Britain Close, which land is bounded on the south-west by the Dewsbury branch of the Lancashire and Yorkshire Railway, on the west by the canal called Old Cut, and on the remaining sides by an imaginary line drawn from the point on the western boundary of the said field at which an occupation road leading into the said field is carried over the said canal, thence running east for a distance of eighty-four yards, and thence south-east for a distance of one hundred yards, and thence southwardly in a direction parallel to the said canal to the north-eastern fence of the said Dewsbury Branch Railway.

Part II.

The existing Gasworks of the Dewsbury and Batley Gas Company; viz.,

Works at Batley Carr in the Township of Dewsbury.

Bounded on the north and west by the Dewsbury Beck, on the east by the Bradford Road, and on the south by property belonging to Joseph Fawcett and the trustees of the late George Fawcett.

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WORKS IN THE TOWNSHIP OF SOOTHILL IN THE PARISH OF DEWSBURY.

Bounded on the north by Grange Road, on the south by the tramway, coal staith and yard leased by Henry Savile to John Crawshaw, on the east by a street twelve yards wide, and on the west partly by a public road leading from Batley to Hanging Heaton, and partly by Grange Road.

THE SECOND SCHEDULE.

FORM OF MORTGAGE.

The Dewsbury and Batley Corporations Gas Act, 1873.

Mortgage No. £

By virtue of the above-mentioned Act, the mayor, aldermen, and burgesses of the borough of Dewsbury (*or* Batley, *as the case may be*), in consideration of pounds paid to the treasurer of the said borough by *A.B.*, of , for the purposes of the above-mentioned Act, do grant to him, his executors, administrators, and assigns, the interest of the said mayor, aldermen, and burgesses in the gas rates, rents, and money to be received in respect of the gasworks of the said mayor, aldermen, and burgesses, and also, as a collateral security, the borough rates and borough fund [*or* general district rates] of the said borough, to hold until the said sum of pounds, with interest at the rate of pounds per centum per annum for the same, shall be fully paid and satisfied; [and it is hereby declared that the said principal sum shall be paid on the day of at (*place of payment.*)*]

Given under the common seal of the mayor, aldermen, and burgesses of the borough of Dewsbury (*or* Batley) this day of , in the year of our Lord .

* These words only to be inserted or not as the case may require.

FORM OF TRANSFER OF MORTGAGE.

The Dewsbury and Batley Corporations Gas Act, 1873.

I, *A.B.*, of , in consideration of pounds paid to me by *C.D.*, of , do hereby transfer to the said *C.D.*, his executors, administrators, and assigns, the mortgage No. , granted on the day of by the mayor, aldermen, and burgesses of the borough of Dewsbury [*or* Batley] under the above-mentioned Act, for securing the sum of and interest [*or if the transfer be by endorsement,* the within written security], and all my right, and interest in and under the same.

As witness my hand and seal this
day of

THE THIRD SCHEDULE.

An Agreement made the first day of April in the year of our Lord 1873, between the Dewsbury and Batley Gas Company, herein-after called "the Company," of the one part, and the Mayor, Aldermen, and Burgesses of the borough of Dewsbury, and the Mayor, Aldermen, and Burgesses of the borough of Batley, in the west riding of the county of York, herein-after called "the Corporations," of the other part.

Whereas the Company is engaged in supplying gas within the parish of Dewsbury (except the township of Ossett), the township of Batley, and part of the township of Thornhill, all in the said county, under the powers of the "Dewsbury and Batley Gas Act, 1861," and the Company are promoting a Bill in the present session of Parliament for further powers to construct additional works, to raise more capital, and for other purposes: And whereas the Corporations are also promoting a Bill in the present session of Parliament for powers to construct gasworks, and to enable the Company to sell and the Corporations to purchase the undertaking of the Company, and for other purposes: And whereas it hath been agreed, subject to the sanction of Parliament, that the Company shall sell and that the Corporations shall purchase and hold the undertaking of the Company upon the terms herein-after mentioned: Now, therefore, these presents witness that the Company hereby agree with the Corporations, and the Corporations hereby agree with the Company as follows, subject to the approval of Parliament being obtained to this agreement, but not otherwise:

1. That the Company shall sell to the Corporations, and the Corporations shall purchase from the Company on or from the 30th day of June next, all the undertaking, gasworks, lands, buildings, retorts, mains, pipes, meters, machinery, apparatus, plant, implements of trade, stock in trade, fittings, coal, coke, stores, property, powers, rights, and privileges whatsoever of the Company, herein-after called "the purchased premises," including the balance of gas rents and cash at bankers, and reserve fund or contingency fund, free from all mortgages, charges, and incumbrances, but subject to the payment of the dividend then due to the shareholders, and to all the then liabilities of the Company, and subject also to the ordinary contracts and agreements which shall or may be then subsisting for the purchase or sale of coal, cannel, machinery, mains, pipes, and apparatus for the manufacture or distribution of gas, and for the sale of gas, ammoniacal liquor, and other products of gas; and subject also to the payment of 1,000*l.* which the Company may retain as and for a fund from which the Company may make such gratuities for loss of employment to their officers and servants as they shall think fit, and the Company and the Corporations respectively shall perform all acts and execute all deeds necessary to carry out such sale and purchase, and for making the Corporations liable for the carrying out and adopting all such liabilities, contracts, and agreements.

2. The consideration for the purchase shall be the sum of 266,875*l.*, which shall be paid by the Corporations on the 1st day of July 1873 into the West

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Riding Union Bank at Dewsbury, or such other bank at Dewsbury as the Company may previously name in writing, on which day, the purchase money being first duly paid, the purchase shall be completed by the execution of a proper deed of conveyance, or other deeds, to be prepared by and at the expense of the Corporations, and if from any cause other than the wilful default of the Company the purchase shall not be completed and the purchase money fully paid on that day, then the purchase money, or so much thereof as may not be paid on that day, shall bear interest at the rate of five pounds per centum per annum from that day until the time of payment.

3. Until the first day of July next the Company shall hold possession of and work the undertaking and carry on their business as heretofore at their own expense and risk, and shall and will maintain and keep the undertaking and all the works thereof in as good repair as at present, reasonable wear and tear only excepted, and proceed with the making and completion of retorts, furnaces, extension of mains, and all other proper and necessary works, as if the undertaking were not intended to be sold.

4. Until the said 1st day of July next the Company shall and may make all such extensions of and additions to their works and plant as they in their discretion shall consider proper and sufficient for the due carrying on as heretofore and development of their business, and shall and may provide the funds for all expenditure in that behalf out of the assets of the Company.

5. The Company shall keep proper and sufficient accounts and vouchers of all expenditure up to the completion of the purchase.

6. On the completion of the purchase the Company will deliver over the undertaking in good working order, with gas in the Company's holders equal in quantity to the ordinary, proper, and sufficient store of gas, and of at least as good quality as that now supplied by the Company, together with a supply of coal sufficient for carrying on the said works for one week.

7. The Company shall, but at the expense of the Corporations, distribute the purchase money amongst the shareholders according to their several rights and interests therein; it being the intention of the parties hereto that every holder of an A 5*l.* share in the Company entitled to a maximum dividend of 10 per cent. shall receive the clear and net sum of 12*l.* 10*s.* for every such share, and that every holder of a B, C, or D 5*l.* share in the Company entitled to a maximum dividend of 7½ per cent. shall receive the clear and net sum of 9*l.* 7*s.* 6*d.* for every such share, if fully paid up at the date of this agreement, and if not, then an equivalent sum in proportion to the amount actually paid up at the date of this agreement, such respective payments having been calculated to amount to the sum of 266,875*l.*, the aforesaid agreed amount of purchase money.

8. If from any cause whatever the Corporations shall not pay the said purchase money and take possession of the purchased premises on the 1st day of July next, the Company shall continue to carry on the business of the Company, and maintain the ordinary and sufficient store of gas in the Company's gas holders of as good quality as the gas now supplied by the Company, and keep the usual and necessary supply of coal and other materials, and

maintain the whole of the gasworks in as good and complete working condition as at present, damage by inevitable accident and reasonable wear and tear excepted, so that the supply of gas may not be in any way interrupted, but at the risk and for the benefit of the Corporations.

9. The Corporations shall be entitled to all gas rates or rents, debts, or other sums of money due to the Company, and all choses in action belonging to them, on the 1st day of July next, or to become due or belong to them afterwards, and to the balance of all moneys then on hand, or with the bankers or treasurers of the Company, after deducting therefrom and paying or providing for the payment thereout by the Company of the usual dividend to the shareholders for the half year ending the 30th day of June next, and the payment of the costs of the distribution of the purchase and other moneys, and all other expenses which the Company may incur in winding up their concern, including all expenses incident to the preparation of these presents, the conducting of negotiations, and the Bills now before Parliament.

10. The Company shall use their best endeavours to aid and assist the Corporations in obtaining their said Act, and the Corporations shall be at liberty to use the name of the Company, but at the cost and expense in all things of the Corporations, in enforcing any debt or right due to or belonging to the Company at or after the date of the transfer so intended to be made to the Corporations.

11. As between the Corporations and the Company, each of the Corporations shall be separately liable for the payment of the whole of the purchase money, and for the due carrying out of this agreement, but as between the Corporations themselves, they shall be separately liable in the proportions and in the manner already agreed upon between the Corporations.

12. The Bill promoted by the Corporations shall contain clauses confirming this agreement, and making the same binding on the Company and the Corporations, and such provisions as shall be proper and sufficient for carrying out this agreement, and for enabling the Company to divide the purchase and other moneys among the shareholders, and to wind up their affairs, and for the eventual dissolution of the Company; and the said Bill shall also contain clauses to enable the Corporations to raise the purchase money on the security of the rates, rents, and revenues to be derived from the undertaking, and of the borough rates and borough fund, and such other clauses as may be necessary or may reasonably be required by the Company.

13. The Bill promoted by the Company shall be withdrawn at such time as the parliamentary agents for both the Bills shall advise that its promotion is no longer necessary.

14. In the event of the Company and the Corporations from any cause not being authorised by Parliament during the present session to perform and carry out this agreement, then the Company will, at the request and costs of the Corporations, in the session of Parliament of the year 1874, concur in and support a Bill to be promoted by the Corporations, and at their expense to give effect to this agreement for the sale and purchase of the undertaking: Provided that if the present session should be dissolved or prorogued before the Bill of the

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Corporations is disposed of, the ensuing session at which the said Bill can be dealt with shall be deemed to be the present session within the meaning of this condition.

15. If at any time any question shall arise between the Company and the Corporations as to the intent, construction, effect, or meaning of this agreement, every such question shall (unless it can be otherwise satisfactorily arranged and disposed of) be referred to and be determined by arbitration according to the provisions with respect to the determination of disputes by arbitration of "The Railway Companies Arbitration Act, 1859," as if the Company were a railway company, and the Corporations together formed another railway company; and those provisions, so far as they are applicable to this arrangement, shall for that purpose be deemed to be incorporated with and form part of these presents.

In witness whereof the said Company have hereunto caused their common seal to be affixed, and the Corporations have also caused the corporate common seal of the said boroughs of Dewsbury and Batley to be affixed hereto.

The common seal of the Dewsbury and Batley Gas Company was hereunto affixed in the presence of
JOHN HARRISON WATTS,
Solicitor, Dewsbury.

Seal of the Dewsbury and Batley Gas Company.

HENRY HEMINGWAY,
Chairman.

The corporate common seal of the Mayor, Aldermen, and Burgesses of the borough of Dewsbury was hereunto affixed in the presence of
JESSE SMITH,
Town Clerk, Dewsbury.

Seal of the Corporation of Dewsbury.

JOHN BATES,
Mayor.

The corporate common seal of the Mayor, Aldermen, and Burgesses of the borough of Batley was hereunto affixed in the presence of
THOMAS DEAN,
Town Clerk, Batley.

Seal of the Corporation of Batley.

JOHN JUBB,
Mayor.

THE FOURTH SCHEDULE.

Memorandum of Agreement made the 12th day of March 1873, between William Lipscomb, of Heath, near Wakefield, Esquire, as agent for Henry Savile, Esquire, and for the Honourable Arthur Fitzgerald Kinnaird and Charles Hoare, the trustees of the Savile York Estates, herein-after called the lessors, of the first part, and Jesse Smith, town clerk of the borough of Dewsbury in the county of York, as agent for the Corporation of Dewsbury, of the second part, and John Harrison Watts, of Dewsbury aforesaid, gentleman, as agent for the Dewsbury and Batley Gas Company, and herein-after called the lessees, of the third part:

Whereby the lessors agree with the lessees that so soon as the lessees shall have laid out the sum of 1,000*l.* towards erecting the buildings hereby agreed to be erected, the lessors will grant to the lessees a lease of all that plot of ground situate at Savile Town, in the parish of Thornhill, containing ten acres, the dimensions and boundaries whereof are described in the plan hereto annexed, and signed by the parties hereto, together with such and the same rights and privileges in respect of such of the streets and intended streets on the Savile Estates, in the parish of Thornhill, and shown on the said plan, as are not public highways, which the Company would now have if such streets and intended streets were streets within the meaning of "The Gasworks Clauses Act, 1847," for a term of 999 years from the 25th day of December 1872, at the yearly rent of 200*l.*, payable quarterly, the first quarterly payment to be made on the 25th day of December 1873; and the lessees agree with the lessors that they will, before the 25th day of December 1876, erect and complete on the said plot of ground (to the satisfaction of the lessors or their agent) one or more subtantial building or buildings, according to such specification and design as shall have been approved of by the agent of the lessors; and that they will expend the sum of 6,000*l.* at the least in the erection thereof, of which the sum of 100*l.* shall be expended within nine months from the date hereof; and that they the said lessees shall and will, on demand, pay to the lessors or their agent a proportion of the expense of making and paving the streets, roads, common sewer or sewers, and footpath specified in the schedule hereto, such proportion to be ascertained by the certificate in writing of the agent of the lessors, and also shall and will, before the 25th day of December 1874, at their own expense and to the satisfaction of the lessors or their agent, construct and make such fences, walls, and drains as are also specified in the said schedule; and it is agreed between the parties hereto that the lease to be granted as aforesaid shall contain such reservations to the lessors, and such covenants and conditions on the part of the said lessees, and the said Henry Savile respectively, and such power of re-entry in case of nonpayment of the rent or breach of covenant, and such other clauses as are usually contained in the building leases granted on the said Savile York Estates (a form whereof has been produced to the lessees, as they do hereby acknowledge), so far as the same are

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applicable to the lease to be granted in pursuance of this agreement, and particularly the covenants contained in such form of lease, binding the lessees to contribute to and to construct and maintain the roads and other works specified in the said schedule hereto: Provided that the said lease shall not contain any provisions which would prevent or obstruct the lessees in performing or carrying on any of the works or manufactures which are intended to be authorised by either the Dewsbury and Batley Gas Bill or the Dewsbury and Batley Corporations Gas Bill now before Parliament; and also that the lessors, their heirs or assigns, or some or one of them, may vacate this agreement and enter upon the said plot of land, if either the said sum of 100*l.* or the said sum of 6,000*l.* shall not before the said respective periods limited for the expenditure thereof be duly expended by the lessees; and also that the lessees shall, before the 25th day of December 1876, accept the lease hereby agreed to be granted, and execute a counterpart thereof, and pay the expenses of such lease and counterpart, and of any plan drawn thereon (which lease, counterpart, and plan are to be prepared by the solicitors of the lessors), and in default of such acceptance, execution, or payment by the lessees, this agreement shall be void; and also that the lessees shall not require the title of the lessors, their heirs or assigns, or any of them, to be produced or any evidence thereof to be furnished; and lastly, that on such lease being granted to the lessees as aforesaid, they shall, if required by the lessors, deliver up to them or their agent their part of this present agreement.

This agreement is made with the acquiescence and the concurrence of the Corporation of Dewsbury, and in event of the sale and purchase to and by the Corporations of Dewsbury and Batley of the Company's undertaking being sanctioned by Parliament, the lease hereby agreed to be granted is to be deemed part of the Company's undertaking, and the said lease shall, at the request of the lessees, be granted to the Corporation of Dewsbury. The plot of ground hereby agreed to be leased is the same which is marked B, and described in the schedule to a Bill now before Parliament, entitled "A Bill to "empower the Dewsbury and Batley Gas Company to construct additional "works, and to raise more capital, and for other purposes."

This agreement is made further subject to the approval of Parliament granting to the Dewsbury and Batley Gas Company, or to the Corporations of Batley and Dewsbury, powers to take on lease the said plot of ground, and to erect and construct thereon the gasworks and other works which are intended to be authorised by either the Dewsbury and Batley Gas Bill or the Dewsbury and Batley Corporations Gas Bill now before Parliament; and in the event of this agreement not being sanctioned by Parliament, or of the Company or the Corporations not obtaining power to take on lease the said plot of ground, and to erect and construct thereon the works aforesaid, then this agreement, and every clause, matter, and thing herein contained, shall be void and of no effect.

The SCHEDULE before referred to.

Erect stone fence walls on all sides of the plot demised, except adjoining the railway, this being the first work to be executed.

Mill Street East.

One half the cost of making the street and drain therein co-extensive with their frontage.

The proportionate cost of maintaining the street and drain in repair.

The whole cost of the footpaths, seven feet wide, along their frontage.

Proposed Street on the North Side.

One half the cost of making the street and drain therein co-extensive with their frontage.

The proportionate cost of maintaining the street and drain in repair.

One half the cost of the bridge over the "Old Cut."

The whole cost of the footpath, six feet wide, along their frontage.

As witness the hands of the said parties,—

For the Corporation of Dewsbury,

JESSE SMITH,
Town Clerk.

Stamp 6*d*.
10 | 3 | 73.

For the Dewsbury and Batley Gas Company,

JOHN HARRISON WATTS,
Solicitor.

WM. LIPSCOMB.

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