CHAPTER xxx.

An Act for extending the Powers of the Corporation of the Municipal Borough of Middlesbrough in the North Riding of the County of York with respect to Works for the storage of Gas, Markets and Ferries, and the Local Government and Improvement of the said Borough; and for other purposes. [11th June 1877.] A.D. 1877.

WHEREAS the provisions of certain Local and Personal Acts, specified in the First Schedule to this Act annexed, are wholly or partially in force within the municipal borough of Middlesbrough in the north riding of the county of York (in this Act referred to as "the borough"):

And whereas it would be for the benefit of the borough if the mayor, aldermen, and burgesses of the borough (in this Act referred to as "the Corporation") were authorised to construct additional works for the storage of gas, and to acquire land for the improvement of their ferry landing-place, and the approaches thereto on the northern side of the River Tees, and were empowered to enlarge their existing markets and to construct additional markets:

And whereas it is expedient that the Corporation should be authorised to erect a Town Hall and other municipal buildings, to improve the Albert Park and the approaches thereto, and to execute such other works as are authorised by this Act:

And whereas the Corporation have, for the purpose of acquiring part of the lands necessary for the purposes of this Act, purchased some of the same, and entered into the agreements set forth in the Second Schedule to this Act annexed, and it is expedient that the said purchase and agreements should be made binding upon the Corporation:

And whereas it is expedient that further powers should be conferred upon the Corporation for the borrowing of money and the improving and better governing of the borough, and generally for the

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execution of the powers and discharge of the duties of the Corporation in their municipal and sanitary capacities and under the Local Acts:

And whereas the objects aforesaid cannot be effected without the authority of Parliament:

And whereas estimates as follows have been prepared by the Corporation for the purposes of this Act; that is to say,

With respect to the gas storage works, eighty thousand pounds;

With respect to the ferry undertaking, thirty thousand pounds;

With respect to the public park, five thousand pounds;

With respect to street improvements, forty-five thousand pounds;

With respect to the markets, Town Hall, and public buildings, one hundred and five thousand pounds:

And whereas the several works included in such estimates are permanent works within the meaning of section two hundred and thirty-four of the Public Health Act, 1875:

And whereas an absolute majority of the whole number of the Corporation, at a meeting held on the fifteenth day of December one thousand eight hundred and seventy-six, after ten clear days notice by public advertisement of such meeting and of the purposes thereof in the Daily Exchange, a local newspaper circulating in the said district (such notice being in addition to the ordinary notices required for summoning such meeting), resolved that the expense in relation to promoting the Bill for this Act should be charged on the borough fund and borough rate of the borough:

And whereas that resolution was published twice in the Weekly Gazette, a local newspaper circulating in the borough, and in respect of matters under the jurisdiction of the Local Government Board has received the approval of that Board, and in respect of other matters has received the approval of one of Her Majesty's Principal Secretaries of State:

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

And whereas the owners and ratepayers of the borough, by resolution in manner provided by Schedule III. annexed to "The Public Health Act, 1875," consented to the promotion of the Bill for this Act:

And whereas plans showing the lands authorised to be taken compulsorily under this Act, with a book of reference to such plans

containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of such lands, have been deposited with the clerk of the peace for the county of Durham, and which said plans and book of reference are in this Act referred to as the deposited plans and book of reference:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Preliminary.

Short title.

1. This Act may be cited as "The Middlesbrough Improvement Act, 1877."

Certain provisions of general Acts herein named incorporated.

2. The following Acts and parts of Acts, as far as they are applicable for the purposes of and are not varied by or inconsistent with this Act, are hereby incorporated with this Act; (that is to say,)

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

"The Gasworks Clauses Act, 1847," (except the provisions with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their benefit,) and "The Markets and Fairs Clauses Act, 1847," sections 11, 12, and 13 of "The Harbours, Docks, and Piers Clauses Act, 1847," and sections 13, 18, and 19 of "The Railways Clauses Act, 1863;" and for the purposes of such incorporation the terms "the promoters of the undertaking," the "undertakers," and "the Company" in the said Acts respectively shall be construed to mean the Corporation, and the words "harbour," "dock," "pier," and "works" shall be construed to mean the works for the improvement of the ferry landing-places herein-after described.

Interpretation of terms.

3. In this Act—

"Local Acts" means the Act of 1841, the Act of 1856, the Act of 1858, the Act of 1866, the Charter and the Provisional Order of 1855, and the Act of 1874, as the same are respectively defined in the First Schedule to this Act annexed;

"The Public Health Acts" means the Public Health Act, 1875, and all Acts for the time being in force amending or extending the same:

Terms to which meanings are assigned in enactments wholly or partially incorporated with this Act, or to be read together with

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this Act, or which have therein special meanings, have in this Act the same respective meanings, unless there be something in the subject or context repugnant to such construction; and in this Act and (for the purposes of this Act) in enactments incorporated with this Act, the terms "superior courts," or "court of competent jurisdiction," or any other like term, shall have effect as if the debt or demand with respect to which it is used were a common simple contract debt, and not a debt or demand created by statute.

Construction of Act.

4. The Local Acts as respectively amended by any subsequent Act and by this Act, and this Act, shall be read together and have effect as one Act.

Execution of Act.

Act to be executed by council.

5. This Act shall be carried into execution by the Corporation acting by the council, and according to the Municipal Corporations Acts, Public Health Acts, and Local Acts respectively for the time being affecting the Corporation as a municipal body and an urban sanitary authority respectively, and with all the rights, powers, privileges, exemptions, and authorities conferred by those Acts respectively on the Corporation or on the council and committees of the council, and the officers, agents, and servants of the Corporation, with respect to matters provided for by or comprised in the Municipal Corporations Acts, Public Health Acts, and Local Acts respectively, and (subject to the provisions of this Act) as nearly as may be in all respects as if the powers, duties, exemptions, and property vested in, imposed on, or enjoyed by the Corporation by or under this Act were vested in, imposed on, or enjoyed by them by or under the Municipal Corporations Acts, Public Health Acts, and Local Acts respectively.

Validity of meetings.

6. Every meeting of the council or of any committee of the council shall be presumed to have been duly convened and held, and all members attending any such meeting shall be presumed to have been duly qualified, and every question at any such meeting shall be determined by a majority of votes of the members attending such meeting, and actually voting on the question, or in case of an equality of votes by the casting vote of the chairman of such meeting.

Gas Storage Works.

Corporation may construct additional gas storage works.

7. The Corporation may, upon such of the lands described in the Third Schedule to this Act annexed as they may think fit, construct and maintain new and additional gas storage works, gas-holders,

and other works for the storage of gas, residual products, and other matters and things relating to gas companies, and the purchase by the Corporation of any of the said lands before the passing of this Act is hereby ratified. A.D. 1877.

Ferry Landing-places.

Power to take lands for ferry purposes.

8. The Corporation may improve their ferry landing-places on the River Tees and the approaches thereto, and they may erect and maintain all necessary and convenient wharfs, buildings, offices, tramways, sidings, and other accommodation works which they may think necessary in connexion therewith, and they may for such purpose enter upon, take, and use all or any of the lands on the north side of the said river delineated on the deposited plans and described in the deposited book of reference, and any interests in or easements over the same.

Restricting works and compulsory purchase of land.

9. Notwithstanding anything in this Act contained, the Corporation shall not construct any work below high-water mark, or purchase or take compulsorily any land or property of or belonging to or under the jurisdiction and control of the Tees Conservancy Commissioners, without their consent in writing first had and obtained, and all works which may by the consent of the said Commissioners be constructed by the Corporation below high-water mark shall be constructed and subsequently maintained and repaired under the superintendence and to the reasonable satisfaction of the engineer for the time being of the said Commissioners.

Power to Corporation to exchange lands.

10. The Corporation may exchange any lands at the commencement of this Act vested in them, or which they may thereafter acquire under the authority of this Act, and which they do not require for the purposes of this Act, for any other lands abutting upon or adjoining the Port Clarence landing-place, or the approaches thereto, and may appropriate any lands so taken in exchange by them to the purposes of their ferry undertaking authorised by the Local Acts and this Act; and on any such exchange the Corporation may give or take any money for equality of exchange: Provided always, that in case the purchase moneys paid for any lands so exchanged were paid out of or by means of money borrowed on the security of any rate or fund other than the borough rate or fund, the amount so paid shall be credited to such rate or fund, and the borough rate or fund shall be charged with the repayment of the moneys so credited, and the same shall be a charge on and shall be paid out of the same.

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Persons under disability may exchange.

11. The persons by "The Lands Clauses Consolidation Act, 1845," empowered to sell and convey or release lands may agree to make and may make such exchanges as aforesaid, and the several provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," so far as the same are respectively applicable in that behalf, shall extend and apply to such exchanges.

Markets.

Period for completion of enlargements of market place.

12. The period limited by section thirty-three of the Act of 1866 for the completion of the enlargements of the market place therein specified is hereby extended to a period of five years from the twenty-eighth day of June one thousand eight hundred and seventy-six, and the Local Acts shall be construed as though such extended period were substituted in the said section thirty-three of the Act of 1866 for the period of ten years limited by the said section.

Power to construct a new market.

13. The Corporation may, upon the lands described on the plan referred to in the agreement first recited in the Second Schedule to this Act, construct and maintain a new market place, market house, and other conveniences connected therewith.

Application of Local Acts extended.

14. All the provisions of the Local Acts applicable to markets, market places, market houses, and other conveniences connected therewith (including the power to demand and recover market rates, tolls, and charges), shall extend and apply to the new market place, market house, and other conveniences connected therewith, and to the said enlargements of the existing market place, in like manner in every respect, and subject to the like conditions, as if the same were within the limits of the market place as prescribed by the Local Acts, and the term market place used in the Local Acts shall extend to and include the same.

Town Hall.

Power to construct Town Hall, &c.

15. The Corporation may, upon any of the lands described on the plan referred to in the agreement first recited in the Second Schedule to this Act, erect and maintain and regulate buildings to be used as a Town Hall, court houses, police office, and police station, with prison cells, lock-ups, public offices, out-offices, and other necessary conveniences and approaches connected therewith, and the Corporation may at any time at their discretion allow the use of such buildings respectively on such terms and conditions as they from time to time think fit.

Albert Park.

Re-arrangement, &c. of Albert Park.

16. The Corporation may from time to time re-arrange, improve, and ornament the Albert Park, and may erect on any part of the same refreshment rooms and other buildings and conveniences for the use of the public, and buildings and conveniences for the better storing and keeping of materials for maintaining, repairing, and improving the same; and they may for the purpose of improving and ornamenting the Albert Park and the approaches thereto make, do, and execute all such works, roads, and conveniences, and enlarge all or any of the existing roads leading thereto, as they may from time to time think necessary or expedient.

Stone Yard, Warehouse, and Manure Depôt.

Corporation may erect buildings for warehousing stone, &c.

17. For the purpose of enabling the Corporation more effectually to carry into execution the several purposes of the Local Acts, Public Health Acts, and of this Act, the Corporation may, upon the lands described upon the plan referred to in the agreement secondly recited in the Second Schedule to this Act, erect and maintain a building or buildings for the purpose of warehousing stones, pipes, flags, and other materials, and for the deposit of manure and other refuse, and may make and maintain on such lands all necessary buildings, offices, tramways, sidings, and other conveniences as they may deem proper for such purposes.

Streets.

Corporation to level, pave, &c. certain streets.

18. The Corporation shall, as and when they may think fit, cause the levels of any streets to be altered where they think necessary, and the soil of such streets to be lowered or raised, and they shall cause the said streets to be paved, metalled, flagged, channelled, and put into repair, and such alterations shall be executed as the Corporation may think proper, and they shall defray the expenses incurred in giving effect to this enactment out of the moneys to be borrowed under the authority of this Act: Provided always, that the Corporation shall not in any case lower or raise the level of, or otherwise alter, any street so as to render necessary the alteration of any of the railways of the North-eastern Railway Company crossing the same, except with the consent of the engineer of the said Company in writing: Provided also, that any difference between the engineer of the said Company and the Corporation under this section shall be referred to an engineer appointed by the President of the Institution of Civil Engineers, whose decision shall be final: Provided also, that the Corporation

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shall not borrow any money for the paving or improvement of the streets authorised by this section to be paved or improved without the consent of the Local Government Board, and all money borrowed for such purposes shall be borrowed for such period only as the said Board shall think fit: Provided further, that where by reason of the execution of any such work the level of any street is raised or otherwise changed, or any alteration of any step, door, or entrance into any house or building, or of any pavement, sewer, drain, or culvert adjoining or belonging to any premises in the street is rendered necessary, the alteration shall be made by and at the expense of the Corporation, and shall be defrayed as part of the expenses of such work.

Damage to buildings to be compensated for by Corporation.

19. Where by reason of the alterations of the level of any street or the execution of any other work by this Act authorised, any house, building, or premises be damaged or otherwise injuriously affected, the Corporation shall, out of the moneys applicable under this Act to street improvements, make good the damage done, and pay to the owner and occupier of the house, building, or premises such compensation as shall be agreed on between the owner and occupier and the Corporation, or failing their agreement, such compensation as shall be ascertained in manner prescribed by "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," with respect to the settlement of questions of disputed compensation for lands.

Confirmation of Agreements.

Confirmation of agreements in Second Schedule.

20. The agreements set forth in the Second Schedule to this Act annexed are hereby made binding upon the Corporation.

Local Government of Borough.

Provision for regulating places for dancing, music, and other public entertainments.

21. No house, room, garden, or place within the borough shall be kept or used for public dancing, music, or other public entertainment of the like kind, without a license first had and obtained from the justices of the peace for the borough (which said license such justices are hereby authorised and empowered at their discretion to grant), on their general annual licensing day, and under the hands and seals of a majority of the justices then assembled; and any house, room, garden, or place kept and used for such purposes as aforesaid without such license first had and obtained shall be deemed a disorderly house, and the person occupying or rated as the occupier of the same shall, on conviction before any two justices or the stipendiary magistrate for the borough, be liable to a penalty not exceeding ten pounds for every day on which he shall so offend:

Provided always, that in order to give public notice what places are licensed pursuant to this Act, there shall be affixed and kept up in some conspicuous place on the door or entrance of every house, room, garden, or place kept or used for any of the said purposes, and so licensed as aforesaid, an inscription in large capital letters of such dimensions as shall be prescribed in such license in the words following: "Licensed pursuant to Act of Parliament," and no such house, room, garden, or place kept or used for any of the said purposes, although licensed as aforesaid, shall be opened for any of the said purposes except between the hours stated in the license, and the affixing and keeping up of such inscription as aforesaid, and the said limitation in point of time, shall be inserted in and made conditions of every such license; and in case of any breach of any of the said conditions of any such license, such license shall be liable to be forfeited and revoked by the justices of the peace for the borough in petty sessions assembled: Provided also, that it shall be lawful for every person who shall think himself aggrieved by any order of such justices to appeal therefrom to the Queen's Bench Division of the High Court of Justice (which Court shall have power to hear and determine the same), whose order therein shall be final.

Power to license.

22. The Corporation may from time to time, on such terms as to forfeiture or otherwise as they think fit, grant licenses empowering the persons to whom the same are granted to carry on the business of furniture brokers, marine store dealers, ticket porters, and shoeblacks within the borough; and any person who shall, without such license, or contrary to the conditions upon which any such license is granted, carry on such business as aforesaid within the borough, shall be subject to a penalty not exceeding forty shillings. For the purposes of this section the term "marine store dealer" shall mean a person dealing in, buying, and selling anchors, cables, sails, or old junk, old iron, metal, scrap metal, broken metal, or partly manufactured metal goods, or defaced or old metal goods, or marine stores of any description, and the term "ticket porter" shall mean any person plying for hire as messenger, or for carrying or conveying parcels or luggage by hand, or in or on any wheelbarrow, truck, or other vehicle, drawn or propelled by any person or persons.

Fees for licenses.

23. The Corporation may demand and take in respect of any licenses granted by them in pursuance of section 21 of this Act such sum as they shall think fit, and for any license granted in pursuance of section 22 of this Act any sum not exceeding five

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shillings, and no such license shall be in force for more than one year from the granting thereof.

Corporation may contribute to expenses of band.

24. The Corporation may, if they think fit, contribute in any year any sum not exceeding fifty pounds towards the expenses of maintaining a public band of music, subject to such terms and conditions as they may from time to time determine.

Byelaws.

25. The Corporation from time to time may make, and when made may repeal, amend, or alter such byelaws as they may think fit,—

For the prevention of betting, gambling, and playing of pitch and toss, and of public offences and nuisances in the public streets, passages, Albert Park, and recreation grounds, and other places of public resort within the borough;

For the regulation of the Town Hall public buildings, and of the offices, conveniences, and approaches connected therewith;

For the good government and management of any house, room, garden, or place licensed under this Act for public dancing, music, or other entertainment; and

For the prevention of disorderly conduct therein;

For regulating the performances of the public band of music, and the admission of the public to such performance;

and may impose penalties for the breach or non-observance thereof, not exceeding five pounds for each offence.

As to byelaws under this Act.

26. Nothing in this Act contained shall authorise the making of any byelaw repugnant to law or to this Act.

All byelaws made by the Corporation under this Act shall be so framed as to allow of part only of the maximum penalty thereby imposed being inflicted.

All byelaws made by the Corporation under this Act shall be made subject to the provisions of the Public Health Acts with respect to byelaws.

Corporation not exempted from indictment.

27. Nothing in this Act contained shall exonerate the Corporation from any indictment, action, or other proceeding for nuisance in the event of any nuisance being caused by them.

Financial.

Costs of execution of Act.

28. All costs, charges, and expenses from time to time incurred by the Corporation in or about the execution of the purposes of this Act with respect to the ferry undertaking, Town Hall, and public buildings shall be a charge on the borough fund and borough rate; with respect to gasworks, with respect to markets, with respect to the public park, and with respect to street improvements, shall be

a charge on the general district rates or district fund; and all other costs, charges, and expenses from time to time incurred by the Corporation in or about the execution of the other purposes of this Act shall be a charge on the borough fund or borough rate, or the general district rates or district fund, at the discretion of the Corporation.

Power to borrow.

29. The Corporation may from time to time borrow at interest (not exceeding the rate of five pounds per centum per annum) such moneys as they may think requisite for the purposes of this Act, to an amount not exceeding in the aggregate the amounts by this Act authorised.

Limitation of borrowing powers.

30. The moneys to be borrowed by the Corporation under the authority of this Act shall not in connexion with the following purposes exceed the following sums; (that is to say,)

With respect to the gas storage works, eighty thousand pounds;
With respect to the ferry undertaking, thirty thousand pounds;
With respect to the public park, five thousand pounds;
With respect to street improvements, forty-five thousand pounds;
With respect to the existing markets, five thousand pounds; and to the new markets, Town Hall, and public buildings, one hundred thousand pounds;
And with respect to the other purposes of this Act such sum as the Local Government Board shall approve:

Provided always, that in case further moneys shall be required for any of the aforesaid purposes, the Local Government Board may at the request of the Corporation authorise them to borrow such further sums as the Local Government Board may from time to time think fit.

Borrowing.

Power to mortgage.

31. For securing the repayment of moneys borrowed under the authority of this Act for any of the purposes of this Act, the Corporation may mortgage the rate or fund, or rates or fund, upon which the costs, charges, and expenses from time to time incurred by the Corporation in the execution of such purpose are made a charge by this Act; and in case the Corporation shall secure the repayment of such moneys by mortgage, the provisions of "The Commissioners Clauses Act, 1847," with respect to mortgages to be executed by the Commissioners, shall apply, except where the same are herein-after expressly altered or varied, and for the purposes of such application the term Commissioners in the said provisions shall be construed to mean the Corporation.

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Coupons for interest on mortgages.

(1.) The Corporation may from time to time, if they think fit, issue to holders of their mortgages coupons for the interest from time to time to fall due thereon, in such form as the Corporation think fit, so as every coupon do refer to the mortgage to which it relates, and do specify the amount and time of payment of one half year's interest to fall due on the principal money secured by the mortgage, and be authenticated by the signatures of two persons thereunto expressly authorised by the Corporation (which authorisation shall be presumed until the contrary is shown), and on presentation to the treasurer of a coupon he shall pay to the person presenting it the amount of interest thereon expressed and thereby appearing to be payable; and on audit of the treasurer's accounts the coupon shall be accepted as a sufficient warrant for his payment of the amount for which it was issued, but the treasurer shall not be bound to make any payment of interest beyond the amount of the money of the Corporation then in his hands and applicable in that behalf:

Money borrowed on mortgage may be paid by instalments.

(2.) All moneys borrowed or re-borrowed by the Corporation by mortgage, under the authority of this Act, may be borrowed and re-borrowed for any term not exceeding sixty years, and subject as aforesaid shall be repaid by yearly or half-yearly instalments, or by means of a sinking fund: Provided that when the payment shall not be made by equal instalments, the instalment or instalments payable in each year, together with the interest payable in such year in respect of the principal moneys owing of which such instalment or instalments form part, shall in every year amount to the same sum:

Sinking fund for payment of money borrowed on mortgage.

(3.) The Corporation, in case they borrow any moneys on mortgage not repayable by yearly or half-yearly instalments, shall within twelve months after borrowing the same, and thenceforth annually on the same day, set apart as a sinking fund for the payment of such moneys borrowed on mortgage under this Act, out of the rate or fund, or the rates or fund, upon the security of which such moneys have been borrowed, such a sum as will be sufficient to pay within the period stipulated with the lender (not exceeding sixty years from the time of borrowing) the amount of the principal moneys so borrowed, to be accumulated in the way of compound interest by investing in

Exchequer bills or Government or real securities; and the Corporation shall from time to time apply the said sinking funds respectively in repayment of such portion of those respective principal moneys, until thereby or otherwise the whole of such portions have been fully paid:

Annual return to Local Government Board with respect to sinking fund in respect of moneys borrowed on mortgage.

(4.) The town clerk shall, within twenty-one days after the first day of January of each year during which any sum is required to be set apart for a sinking fund or to be paid as an instalment in respect of moneys borrowed on mortgage under this Act, transmit to the Local Government Board a return in such form as may be prescribed by that Board, and verified by statutory declaration if so required by them, showing the amount which has been paid as an instalment or invested for the purpose of such sinking fund during the year preceding the making of such return, and the description of such 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 and the interest thereon have been applied during the same period, and the total amount remaining invested at the end of the year; and in the event of any wilful default in making such return, such clerk shall be liable to a penalty of not exceeding twenty pounds. If it appear to the Local Government Board, by such return or otherwise, that the Corporation have failed to pay any instalment or to set aside 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 High Court of Justice:

Power to mortgagees to appoint a receiver.

(5.) With respect to a receiver the following provisions shall have effect; (namely,)

The mortgagees of the Corporation under this Act may enforce payment of arrears of interest or principal, or principal and interest, by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount

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owing to the mortgagees by whom the application for a receiver is made shall be not less than five thousand pounds:

Power to re-borrow.

(6.) If the Corporation pay off any part of any money borrowed by them under this Act, or remaining unpaid at the commencement of this Act, otherwise than by instalments or by means of a sinking fund, they may re-borrow the same, and so from time to time:

Protection of lenders from inquiry.

(7.) A person lending money to the Corporation secured by mortgage shall not be bound or entitled to inquire as to observance by them of any provision of this Act, or be bound to see to the application or be answerable for any loss or non-application of the money lent, or of any part thereof.

Power to borrow under 38 & 39 Vict. c. 83. (*Pub.*)

32. The Corporation, if they think fit, in lieu of borrowing on the security of mortgages, as herein-before provided, may borrow the moneys which they are by this Act authorised to borrow, or any part thereof, under the powers and subject to the provisions of the Local Loans Act, 1875, by means of a loan or loans to be raised by the issue of debentures, debenture stock, or annuity certificates, or partly in one way and partly in another.

Any moneys borrowed in manner by this section authorised for any of the purposes of this Act shall be a charge upon and shall be paid out of the rate or fund, or rates or fund, upon which the costs, charges, and expenses from time to time incurred by the Corporation in the execution of such purpose are made a charge by this Act, and such rate or fund, or rates or fund, shall be the local rate within the meaning and for the purposes of the Local Loans Act, 1875.

Every such loan shall be discharged within sixty years from the date thereof, and such discharge, or any part thereof, shall be effected by means of a sinking fund, if the Corporation shall so think fit. And if the Corporation at any time think fit to form any such sinking fund, all sums paid into the same shall, as soon as may be, be invested by the Corporation in any manner in which trustees are by law for the time being authorised to invest trust moneys.

General.

Accounts of Corporation.

33. The Corporation shall keep distinct and proper accounts of their receipts, credits, payments, and liabilities under and for the purposes of this Act, under such names as they think proper, and may from time to time apportion between any two or more of

such accounts as they think reasonable any item not attributable exclusively to one account.

Application of money borrowed.

34. All money borrowed under this Act shall be appropriated to purposes for which it is authorised to be borrowed, and shall be expended exclusively on works or objects on which capital may properly be expended, and not in defraying the expenses of maintenance of any works or other ordinary current expenses of or connected with any work or establishment. All money received by the Corporation, either as purchase moneys of lands sold or for equality of exchange, or as consideration for a lease, shall be applied to such works or objects as aforesaid, or the same may, in the discretion of the Corporation, be applied towards the reduction of the debt owing by the Corporation, or towards the increase of the sinking fund.

Saving for existing charges.

35. Nothing in this Act shall prejudicially affect any charge on the corporate estates of the Corporation and the borough fund and borough rates, and the district fund account and general district rates, or any of them, by way of annuity, mortgage, or otherwise subsisting at the commencement of this Act, and every annuitant, mortgagee, or incumbrancer, or person for the time being entitled to the benefit of any such charge, shall have the same priority of charge, and all the like rights and remedies in respect of the property subject to the charge, as if this Act had not been passed; and all such charges created before the commencement of this Act shall, during the subsistence thereof, have priority over any annuity, certificate, mortgage, debenture, or debenture stock granted under this Act.

Corporation may borrow under Act to pay off moneys borrowed.

36. The Corporation may from time to time borrow at interest (not exceeding the rate of five pounds per centum per annum) such moneys as they may think fit for the purpose of paying off any sums which have been borrowed or re-borrowed under any of the Local Acts, and have not been repaid by means of a sinking fund. All money borrowed for such purposes shall be charged upon the securities upon which the said sums so to be paid off were respectively charged, and shall be paid off within the times limited for the repayment of moneys borrowed for the purposes of this Act, to be computed from the date of the original borrowing of such sums; and the provisions of this Act with respect to mortgages and to the borrowing of moneys under the Local Loans Act, 1875, shall be applicable to the borrowing of money for such purposes.

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Certain regulations of Public Health Act, 1875, as to borrowing, not to apply.

37. The powers of borrowing money by this Act given shall not be restricted by any of the regulations contained in the Public Health Act, 1875, and in calculating the amount which the Corporation may borrow under the Public Health Act, 1875, any sums which they may borrow under this Act shall not be reckoned.

Miscellaneous.

Limitation of time for compulsory purchase of lands, &c.

38. Except as by this Act expressly provided, the powers of the Corporation for the compulsory purchase of lands or any estate in lands for the purposes of this Act shall not be exercised after the expiration of three years after the commencement of this Act.

Amendment of Act of 1874.

39. The Act of 1874 shall be read and have effect, and shall be deemed to have always had effect, as if instead of the words the Provisional Order of 1857, wherever the same occurs in the said Act, there had been inserted the words following, that is to say, "The Provisional Order of 1855."

Saving rights of the Tees Conservancy Commissioners.

40. Nothing herein contained shall diminish, take away, lessen, prejudice, or in any manner affect, alter, or interfere with any of the rights, powers, authorities, privileges, or jurisdiction vested in or enjoyed or exerciseable by "The Tees Conservancy Commissioners."

Saving rights of the Crown.

41. Nothing contained in this Act shall authorise the Corporation to take, use, or in any manner interfere with, any land or hereditaments, or any rights of whatsoever description, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, without the consent in writing of the same Commissioners, or one of them, on behalf of Her Majesty, first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give), neither shall anything in the said Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Expenses of Act.

42. The costs, charges, and expenses preliminary to and of and incidental to the preparing of and applying for and obtaining and passing of this Act shall, subject to the provisions of the Act thirty-five and thirty-six Victoria, chapter ninety-one, be paid by the Corporation, and shall be debited to the accounts kept by the Corporation in such proportions as they shall think just.

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

Acts, Charter, and Provisional Order referred to in the foregoing Act as "The Local Acts."

The Act of 1841, that is to say, "The Middlesbrough Improvement Act, 1841."

The Charter, that is to say, the Charter of Incorporation of the borough of Middlesbrough, dated the twenty-first day of January in the sixteenth year of Her present Majesty.

The Provisional Order of 1855, that is to say, a Provisional Order bearing date the thirty-first day of July one thousand eight hundred and fifty-five, confirmed by the Public Health Supplement Act, 1855.

The Act of 1856, that is to say, "The Middlesbrough Improvement Act, 1856."

The Act of 1858, that is to say, "The Middlesbrough Improvement Act, 1858."

The Act of 1866, that is to say, "The Middlesbrough Extension and Improvement Act, 1866."

The Act of 1874, that is to say, "The Middlesbrough Extension and Improvement Act, 1874."

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SECOND SCHEDULE.

The Agreements referred to in the foregoing Act.

Memorandum of an Agreement made and entered into this first day of February one thousand eight hundred and seventy-three, between Henry Pease, of Darlington, in the county of Durham, merchant, the owner of one equal undivided tenth part of the land and hereditaments herein-after agreed to be sold, and Joseph Whitwell Pease, M.P., of Hutton Hall, in the North Riding of the county of York, Edward Pease, manufacturer, Arthur Pease and Charles Pease, merchants, all of Darlington aforesaid, in the county of Durham, owners of the remaining nine equal tenth parts thereof, and which said Henry Pease, Joseph Whitwell Pease, Edward Pease, Arthur Pease, and Charles Pease are herein-after called "the vendors," by John Dunning, of the borough of Middlesbrough, in the North Riding of the county of York, land agent, their agent, of the first or one part, and the Mayor, Aldermen, and Burgesses of the borough of Middlesbrough, herein-after called "the purchasers," of the second or other part.

The vendors hereby agree to sell and the purchasers hereby agree to purchase the inheritance in fee simple in possession free from incumbrances, but subject to the reservations herein-after contained, of and in all those pieces or parcels of freehold ground particularly described on the plan annexed, and thereon coloured red and green, containing in the whole by admeasurement fifteen thousand nine hundred and fifty-five superficial yards, be the same more or less; which said premises are part of an estate commonly called the "Middlesbrough Estate," and are situate within the township or parish of Middlesbrough, together with a right of way for every purpose along, to, and into any of the streets of the town of Middlesbrough aforesaid already laid out by the vendors, but save and except all mines and minerals of every description in and under the land hereby contracted to be sold, the vendors, their heirs or assigns, paying to the said purchasers, their executors or assigns, compensation for any damage or injury occasioned by the underground workings of the said vendors, their heirs or assigns, such damage in case of difference to be settled by arbitration in manner provided by "The Common Law Procedure Act, 1854." The terms and conditions are as follows:

The purchase money shall be the sum of sixteen thousand eight hundred and fifty-two pounds fifteen shillings, calculated as follows, videlicet, the sum of fifteen thousand nine hundred and fifty-five pounds for the value of land hereby agreed to be sold, the sum of seven hundred and ninety-seven pounds fifteen shillings for the right of way, and towards the cost of the public

or main streets shown on the plan herein-before mentioned, and the sum of one hundred pounds towards the cost of the roadway, curb, channel, and draining of the private street coloured blue on the said plan, and towards the formation of main sewers, such formation as to time being in the discretion of the vendors, and dependent on the sale of other lots in the same locality or street.

The vendors shall, at their own expense, deliver to the purchaser an abstract of their title to the premises sold, but they shall not be required to show or deduce any title anterior to a conveyance to them from William Chilton dated May one thousand eight hundred and thirty, or to identify the premises sold with the general or other description contained in any of the deeds or other documents of title, and recitals or statements of facts contained in any deed or document dated twenty years ago or upwards shall be taken as conclusive evidence of the facts so recited, stated, or alleged. The purchasers to be at the expense of their own conveyance and of getting the same executed, and also at the expense of the plan which shall be put on such conveyance by the vendor's surveyor, and of the verification of the abstract with the title deeds. The purchase of the piece coloured red to be completed and the purchase money (calculated after the rate aforesaid) paid on or before the thirty-first day of December one thousand eight hundred and seventy-five. The purchasers to pay interest on the unpaid part of the purchase money at the rate of five pounds per cent. per annum from the first day of May next up to the day of the completion of the purchase. The purchase of the parcel of ground coloured green to be completed and the purchase money paid on or before the thirty-first day of December one thousand eight hundred and seventy-seven; but in lieu of interest till that date the vendor shall take the garden rents or other revenue from the said land after that date, and till completion interest at the rate aforesaid shall be paid by the purchasers to the vendors. The purchasers, however, are to have the option of rescinding the contract so far as regards the land coloured green at any time before the thirty-first day of December one thousand eight hundred and seventy-five on giving notice thereof in writing to the vendors. Should the completion of the purchase be delayed by any means whatever (not arising from the default of the vendors) beyond the said days herein-before fixed for the completion thereof, this agreement shall be wholly null and void to all intents and purposes whatsoever, and the jurisdiction of equity wholly barred, and any portion of the purchase money which may have been paid shall be absolutely forfeited to the vendors, and any buildings or erections then erected on the purchased premises shall become the property of the vendors, it being the true intent and meaning of the said parties hereto that in the event of default in the payment of the said purchase money and interest as last herein-before mentioned the execution of this agreement shall not be enforced by any court of equity, notwithstanding any rule (if such there be) that time cannot be made the essence of a contract, or any other rule or maxim whatsoever.

The purchasers to be allowed to take possession of the purchased premises coloured red on the signing of this agreement. The purchasers shall not be entitled to require the covenant of the vendors for the payment of, or indemnity against, any out-rent or out-rents, or other fixed annual payments

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affecting the premises sold. And inasmuch as the said premises hereby contracted to be sold are part of a larger estate held under the same title, the vendors shall retain the custody of the title deeds and other documents comprised in the abstract, but the purchasers, their successors or assigns, shall have at their expense a covenant from the vendors conveying to them for the production of such of the title deeds relating to the premises hereby contracted to be sold as are comprised in the abstract hereby agreed to be furnished, but the vendors shall not be required to furnish any attested or other copies of or extracts from any deeds, wills, or other instruments affecting the same premises, either for verifying the abstract, or otherwise howsoever.

The portion of the land coloured blue on the plan annexed, of the length of two hundred feet and of the width of forty feet, shall be dedicated to public use in perpetuity as part of Russell Street, a right of free passage through, over, and along the same being hereby secured to the said purchasers on condition that they, the said purchasers, and all future owners shall and will, after the said street shall have been made by the said vendors, and until the actual dedication thereof, contribute rateably according to the poor-rate assessment towards the repairs and maintenance of the said street and drainage therein.

That any boundary wall or walls which may be erected by the said purchasers or any sub-purchasers under them shall be built entirely on the land hereby contracted to be sold, and shall not be built either wholly or partly on any adjoining land, nor shall any window or windows, doorway, or other opening be placed or allowed in the same except by and with the consent in writing of the owner or owners of such adjoining land, under a penalty to the vendors of five pounds for each and every square yard of land so built upon, or for each such window, doorway, or other opening placed or made in the same, such penalty, if then due or incurred, to be paid prior to the delivery up of the deed of conveyance by the vendors to the purchasers. And no houses or other buildings erected on the said land shall at any time be sold for or used for the storage, manufacture, or sale of fermented or intoxicating liquors without the vendors written consent; and as the said land is sold for the erection thereon of public buildings or for market purposes it shall not be used for or resold for ordinary building purposes, but in case of not being required or used for public purposes or for markets as aforesaid it shall revert back to the vendors at the original price of twenty shillings per yard, with extras above named; and the purchasers, their successors or assigns, shall re-convey the same in such case upon receiving notice in writing from the vendors, their heirs or assigns. And all buildings, boundary walls, and palisades erected or proposed to be erected by the purchasers, their successors or assigns, on the said land shall be according to a design and elevation to be approved by the said vendors, their heirs or assigns, or their authorised agent, or in case of dispute by an architect to be mutually agreed upon.

The vendors, their executors, administrators, and assigns, shall have a lien or charge upon the said premises hereby contracted to be sold for the price or value of any timber, bricks, or tiles supplied or to be supplied by them, or any one or more of them, to or for the use or by the order or direction of the purchasers or their agents, or to or for the use or by the order or direction of

any sub-purchaser under them of any part of the said purchased premises, and whether for building on the said purchased premises or otherwise, together with interest thereon from the respective times when such timber, bricks, or tiles ought to have been paid for by the purchaser or purchasers thereof to the vendors or such one or more of them as aforesaid, according to the usual regulations adopted or to be from time to time adopted by them in selling timber, bricks, and tiles at or near Middlesbrough aforesaid; and that the vendors, their heirs, executors, administrators, or assigns, shall not be compelled or compellable to execute any conveyance or other deed or deeds relating to or affecting the said purchased premises without payment being made to them or such one or more of them as aforesaid of the sum or sums due for such timber, bricks, and tiles, and interest thereon as aforesaid; provided that the total sum to be secured by and recoverable under this provision shall not exceed in the whole the sum of two hundred pounds.

In witness whereof the said John Dunning hath hereunto set his hand, and the said purchasers have hereunto affixed their corporate seal, the day and year first above written.

Witness to the signing hereof by the parties hereto.

Jno. Geo. Lincoln,
Clerk to Mr. J. T. Belk,
Town Clerk,
Middlesbro.

(Stamp)
John Dunning.

Frederick Close,
Estate Agent,
Middlesbrough.

Memorandum of an Agreement made and entered into this first day of February one thousand eight hundred and seventy-three, between Henry Pease, of Darlington, in the county of Durham, merchant, the owner of one equal undivided tenth part of the land and hereditaments herein-after agreed to be sold, and Joseph Whitwell Pease, M.P., of Hutton Hall, in the North Riding of the county of York, Edward Pease, manufacturer, Arthur Pease and Charles Pease, merchants, all of Darlington aforesaid, in the county of Durham, owners of the remaining nine equal tenth parts thereof, and which said Henry Pease, Joseph Whitwell Pease, Edward Pease, Arthur Pease, and Charles Pease are herein-after called "the vendors," by John Dunning, of the borough of Middlesbrough, in the North Riding of the county of York, land agent, their agent, of the first or one part, and the Mayor, Aldermen, and Burgesses of the borough of Middlesbrough, herein-after called "the purchasers," of the second or other part.

The vendors hereby agree to sell and the purchasers hereby agree to purchase the inheritance in fee simple in possession free from incumbrances, but

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subject to the reservations herein-after contained, of and in all that parcel of freehold ground particularly described on the plan annexed, and thereon coloured red, containing in the whole by admeasurement four thousand three hundred and thirty-seven superficial yards, be the same more or less; which said premises are part of an estate commonly called the "Middlesbrough Estate," and are situate within the township or parish of Middlesbrough, together with a right of way for every purpose along, to, and into any of the streets of the town of Middlesbrough aforesaid already laid out by the vendors, but save and except all mines and minerals of every description in and under the land hereby contracted to be sold, the vendors, their heirs or assigns, paying to the said purchasers, their heirs or assigns, compensation for any damage or injury occasioned by the underground workings of the said vendors, their heirs or assigns, such damage in case of difference to be settled by arbitration in manner provided by "The Common Law Procedure Act, 1854." The terms and conditions are as follow:

Interest on unpaid purchase money five per cent. The purchase money shall be the sum of two thousand one hundred and sixty-eight pounds ten shillings for the value of land hereby agreed to be sold, shown on the plan herein-before mentioned.

The vendors shall, at their own expense, deliver to the purchasers an abstract of their title to the premises sold, but they shall not be required to show or deduce any title anterior to a conveyance to them from Chapman, King, and others, dated the eighth day of October one thousand eight hundred and sixty-nine, or to identify the premises sold with the general or other description contained in any of the deeds or other documents of title, and recitals or statements of facts contained in any deed or document dated twenty years ago or upwards shall be taken as conclusive evidence of the facts so recited, stated, or alleged; and inasmuch as any two of the before-mentioned owners of nine tenth parts of the premises hereby agreed to be sold have power to sell and convey such nine tenth parts and to give a receipt for nine tenths of the purchase money, the purchasers shall not be entitled to call for or require the concurrence of the other three of such owners, notwithstanding they are beneficially interested in the said premises or the purchase money for the same, and it shall be presumed that the said powers to sell and give receipts are well created, and no objection shall be made to the validity thereof respectively. The purchasers to be at the expense of their own conveyance and of getting the same executed, and also at the expense of the plan which shall be put on such conveyance by the vendors surveyor and of the verification of the abstract with the title deeds. The purchase to be completed and the purchase money (calculated after the rate aforesaid) paid on or before the thirty-first day of December now next ensuing. The purchasers to pay interest on the unpaid part of the purchase money from the first day of March next up to the day of the completion of the purchase. Should the completion of the purchase be delayed by any means whatever (not arising from the default of the vendors) beyond the said day herein-before fixed for the completion thereof, this agreement shall be wholly null and void to all intents and purposes whatsoever, and the jurisdiction of equity wholly barred, and any portion of the purchase money which may have been paid shall be

absolutely forfeited to the vendors, and any buildings or erections then erected on the purchased premises shall become the property of the vendors, it being the true intent and meaning of the said parties hereto that in the event of default in the payment of the said purchase money and interest as last hereinbefore mentioned the execution of this agreement shall not be enforced by any court of equity, notwithstanding any rule (if such there be) that time cannot be made the essence of a contract, or any other rule or maxim whatsoever.

The purchasers to be allowed to take possession of the purchased premises on the signing of this agreement. The purchasers shall not be entitled to require the covenant of the vendors for the payment of or indemnity against any out-rent or out-rents, or other fixed annual payments affecting the premises sold. And inasmuch as the said premises hereby contracted to be sold are part of a larger estate held under the same title, the vendors shall retain the custody of the title deeds and other documents comprised in the abstract, but the purchasers, their heirs, appointees, or assigns, shall have at their expense a covenant from the vendors conveying to them for the production of such of the title deeds relating to the premises hereby contracted to be sold as are comprised in the abstract hereby agreed to be furnished, but the vendors shall not be required to furnish any attested or other copies of or extracts from any deeds, wills, or other instruments affecting the same premises, either for verifying the abstract, or otherwise however.

The portion of the land coloured blue on the plan annexed of the full length of Lloyd Street, and of the width of fifteen feet, shall be dedicated to public use in perpetuity as part of Lloyd Street, a right of free passage through, over, and along the same being hereby secured to the said purchasers, on condition that they the said purchasers and all future owners shall and will after the said half street shall have been made by the said vendors, and until the actual dedication thereof, contribute rateably according to the poor-rate assessment towards the repairs and maintenance of the said street and drainage therein.

That any boundary wall or walls which may be erected by the said purchasers or any sub-purchaser under them shall be built entirely on the land hereby contracted to be sold, and shall not be built either wholly or partly on any adjoining land, nor shall any window or windows, doorway, or other opening be placed or allowed in the same except by and with the consent in writing of the owner or owners of such adjoining land, under a penalty to the vendors of five pounds for each and every square yard of land so built upon, or for each such window, doorway, or other opening placed or made in the same, such penalty, if then due or incurred, to be paid prior to the delivery up of the deed of conveyance by the vendors to the purchasers. And no houses or other buildings erected on the said land shall at any time be sold for or used for the storage, manufacture, or sale of fermented or intoxicating liquors without the vendors written consent. And all buildings, boundary walls, and palisades erected or proposed to be erected by the purchasers, their heirs or assigns, on the said land shall be according to a design and elevation to be approved by the said vendors, their heirs or assigns, or their authorised agent.

The vendors, their executors, administrators, and assigns, shall have a lien or charge upon the said premises hereby contracted to be sold for the price or

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value of any timber, bricks, or tiles supplied or to be supplied by them, or any one or more of them, to or for the use or by the order or direction of the purchasers or their agents, or to or for the use or by the order or direction of any sub-purchaser under them of any part of the said purchased premises, and whether for building on the said purchased premises or otherwise, together with interest thereon from the respective times when such timber, bricks, or tiles ought to have been paid for by the purchaser or purchasers thereof to the vendors, or such one or more of them as aforesaid, according to the usual regulations adopted or to be from time to time adopted by them in selling timber, bricks, and tiles at or near Middlesbrough aforesaid; and that the vendors, their heirs, executors, administrators, or assigns, shall not be compelled or compellable to execute any conveyance or other deed or deeds relating to or affecting the said purchased premises, without payment being made to them or such one or more of them as aforesaid of the sum or sums due for such timber, bricks, and tiles, and interest thereon as aforesaid; provided that the total sum to be secured by and recoverable under this provision shall not exceed in the whole the sum of two hundred pounds.

In witness whereof the said parties to these presents have hereunto set their hands the day and year first above written.

Witness to the signing hereof by
John Dunning,
Frederick Close.

John Dunning. L.S.

The corporate seal was affixed in the presence of
Jno. T. Belk.

"A block plan of each plot of building land situate between these streets shall be submitted by the purchasers to the Streets Committee for approval as to details in laying out branch sewers and flagging of all streets."

The vendors having reserved the strip of land coloured brown between Lloyd Street and the land contracted to be sold for their own use for branch railways and other communications, hereby grant to the purchasers, their heirs, &c., the right of crossing the said proposed railways and reserved land at the points marked A and B with horses, carts, and other carriages, subject to the use by the vendors for the purposes aforesaid, and also the right for the purchasers to use any railway the vendors may lay down on the said land, upon paying a wayleave of one penny per ton on all goods, matters, or things so sent over the said railway in railway waggons or trucks.

John Dunning.

Witness to the signing hereof by
John Dunning,
F. Close.

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An Agreement made the twelfth day of September one thousand eight hundred and seventy-six, between Alfred Richard Boucher, of Sconner, near Saint Germans, in the county of Cornwall, Esquire, of the first part, James Humby, of Bath, in the county of Somerset, Esquire, of the second part, Thomas Snowdon, of Stockton-on-Tees, in the county of Durham, engineer, of the third part, and the Mayor, Aldermen, and Burgesses of the borough of Middlesbrough, in the North Riding of the county of York (herein-after called the purchasers) of the fourth part. Whereas the said Alfred Richard Boucher claims to be entitled as mortgagee with power of sale to the pieces of land and hereditaments herein-after first and secondly described (subject to the right of way and to certain provisions and stipulations mentioned in the ninth clause hereof), and to rights of road over the pieces of land thirdly and fourthly herein-after described, and the said James Humby claims to be the owner of the equity of redemption of and in the same premises, and the said Thomas Snowdon claims to be entitled to the said pieces of land thirdly and fourthly described, subject to such rights of road:

Now it is hereby agreed between and by the said parties of the first, second, and third parts for themselves respectively, and their respective heirs, executors, and administrators, and the purchasers for themselves, their successors and assigns, as follows:

1. The said Alfred Richard Boucher and Thomas Snowdon, according to their respective estates and interests in the premises, will sell, and the purchasers will purchase, the fee simple and inheritance in possession, free from incumbrances, of and in, first, all that plot or piece of land or ground, containing four thousand five hundred and eighty-one square yards or thereabouts, bounded on the north by a certain new street called or intended to be called Richmond Street, on the south by a certain new street, thirty feet wide, called or intended to be called Washington Street, on the east by a street or intended street, thirty feet wide, called or intended to be called Italy Street, and on the west by a street or intended street, thirty feet wide, called or intended to be called Florence Street; secondly, all that other plot or parcel of land or ground, containing four thousand five hundred and eighty-one square yards or thereabouts, bounded on towards the north by Richmond Street aforesaid, on or towards the south by Washington Street aforesaid, on or towards the east by a certain new street called or intended to be called Snowdon's Road, and on or towards the west by Italy Street aforesaid; thirdly, all that other plot or parcel of land or ground, containing one thousand seven hundred and seventy-three square yards or thereabouts, lying between the two parcels of ground hereinbefore described, and being the site of the said street or intended street called or intended to be called Italy Street; and fourthly, all that plot or parcel of

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land or ground, containing eight hundred and eighty-seven square yards or thereabouts, being the half of the site of the said street or intended street called or intended to be called Florence Street, and forming the westernmost boundary of the said piece of land or ground herein-before firstly described; all which said plots or parcels of land are more particularly delineated on the plan hereto annexed, whereon the plot first described is coloured red, the plot secondly described is coloured blue, the plot thirdly described is coloured yellow, and the plot fourthly described is coloured green, and all the appurtenances to the said premises belonging.

2. The price to be paid for the said premises is the sum of three thousand and three hundred pounds, which is to be paid, as to three thousand and two hundred pounds, part thereof, to the said Alfred Richard Boucher, and as to one hundred pounds, residue thereof, to the said Thomas Snowdon; of the sum of three thousand and three hundred pounds, the sum of five hundred pounds is to be paid on the signing hereof, videlicet, four hundred pounds to the said Alfred Richard Boucher, and one hundred pounds to the said Thomas Snowdon. The residue of the said purchase money of three thousand and three hundred pounds, videlicet, the sum of two thousand and eight hundred pounds, is to be paid to the said Alfred Richard Boucher on the first day of January one thousand eight hundred and seventy-eight, on which day the said purchase is to be completed, and a conveyance shall be executed to the purchasers by the said Alfred Richard Boucher and Thomas Snowdon, their heirs or assigns.

3. The purchasers shall from the twenty-fourth day of June last, and until the completion of the purchase, pay to the said Alfred Richard Boucher interest on the said sum of two thousand and eight hundred pounds at six per cent. per annum by half-yearly payments on the twenty-fifth day of December and the twenty-fourth day of June in each year, the first of such half-yearly payments to be made on the twenty-fifth day of December next: Provided always, that if the purchasers shall duly make the said half-yearly payments of interest on the days on which the same shall become due, or within one calendar month thereafter, the said Alfred Richard Boucher will accept such interest at the rate of five per cent. per annum; but the purchasers shall not be entitled to the benefit of such reduced rate of interest in any half year in which any interest which may have previously become due shall remain unpaid.

4. The power of sale and all other powers of the said Alfred Richard Boucher under his mortgage deed shall remain in force, and he shall be at liberty to exercise the same for the purpose of carrying out this contract, or in the event of default being made by the purchasers in payment of the said sum of two thousand and eight hundred pounds on the said first day of January one thousand eight hundred and seventy-eight, or in payment of any half-yearly instalment of interest, for three calendar months after the same shall become due, nevertheless without prejudice to his other remedies against the purchasers. If the said Alfred Richard Boucher shall, in consequence of such default on the part of the purchasers, exercise his power of sale as aforesaid, he shall out of the proceeds of such sale pay all the costs, charges, and expenses of the same or connected therewith, and also the said sum of two thousand and eight hundred pounds, and any interest which may be due thereon up to

the time of such payment, and shall pay the residue thereof, if any, to the purchasers; and if there shall be any deficiency in the proceeds of sale to meet such costs, charges, and expenses, principal money, and interest, the same shall be made good by the purchasers to the said Alfred Richard Boucher, and in case of nonpayment shall be recoverable as liquidated damages.

5. The vendors shall, within ten days from the date hereof, deliver to the purchasers or their solicitor an abstract of title to the said premises, commencing with an indenture dated the thirtieth day of April one thousand eight hundred and sixty, and made between Thomas Hustler and Charlotte Francis Eliza his wife of the first part, Sir William Richard Carter Chaytor and John Clervaux Chaytor of the second part, Ellis Bostock and William Parry Richards of the third part, Evereld Catherine Richards of the fourth part, and Calverly Bewicke Bewicke of the fifth part, and no objection to or requisition on the earlier title shall be made, whether such earlier title appear by recital, statement, or otherwise, or do not appear at all.

6. All certified, attested, official, or other copies or extracts of or from deeds, wills, or other documents, and all declarations or other evidence or information required for verifying the abstract or otherwise, and the production and inspection of all deeds and evidences not in the possession of the vendors, and to the production of which the purchasers may under these conditions be entitled, and all searches, travelling and other incidental expenses incurred in respect of the matters aforesaid, shall be procured, made, and discharged by the purchasers.

7. The purchasers shall send to the office of the vendors solicitors their objections and requisitions (if any) on the title within ten days after the delivery of the abstract. If any objection or requisition be made which the vendors are unable or unwilling to remove or comply with, they shall be at liberty, notwithstanding any previous negotiation respecting such objection or requisition, to rescind this contract, and in such case shall not be liable for any costs, damages, or compensation whatever.

8. The said Alfred Richard Boucher shall not be required to enter into any other covenant than that he has done no act to encumber. The said Thomas Snowdon shall, as regards the premises thirdly and fourthly described, enter into the usual covenants for title, including a covenant that he has not encumbered, and shall not be required to enter into any other covenants.

9. The said Thomas Snowdon shall and he hereby agrees to convey or release to the purchasers the right of road reserved to him by an indenture dated twenty-fourth May one thousand eight hundred and sixty-nine, and all other his estate and interest in, over, and along the several back roads or passages three feet six inches wide, formerly intended to intersect the said parcels of ground herein-before firstly and secondly described. He shall also release the purchasers and the said last-mentioned parcels of ground from all the provisions and stipulations expressed in the said indenture of the twenty-fourth day of May one thousand eight hundred and sixty-nine, being provisions and stipulations for the building upon and user of the said parcels of ground in manner therein mentioned.

10. No objection or requisition shall be made by reason of the said premises with other lands being subject to certain expenses of repairing the

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chancel of the church of Acklam, and certain yearly rents or sums of thirty-five pounds, six pounds, four pounds and ten shillings, and seven shillings and sixpence or some part thereof respectively mentioned in the conveyance of the said premises to the said Thomas Snowdon, bearing date the eighth day of August one thousand eight hundred and sixty-five, but the purchasers shall be satisfied with the covenant of indemnity by Thomas Hustler contained in the said conveyance.

11. All the deeds and documents in the vendors possession relating solely to the property sold will be delivered to the purchasers, and as to such deeds as are not in the vendors possession, but for the production of which a covenant has been obtained, the purchasers shall be satisfied with such covenant, and shall make no objection thereto, nor be entitled to any other.

12. The said James Humby hereby assents to the terms of this agreement, and will concur in or execute any act or deed necessary for carrying the same into effect.

In witness whereof the said parties of the first, second, and third parts have hereunto set their hands and seals, and the said Mayor, Aldermen, and Burgesses have hereunto caused their corporate seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the above-named Alfred Richard Boucher in the presence of } A. R. Boucher. L.S.

John H. Hext, Vicar of King's Teignton, near Newton Abbot.

Signed, sealed, and delivered by the above-named James Humby in the presence of } J. Humby. L.S.

Edw. R. Keele.

Signed, sealed, and delivered by the above-named Thomas Snowdon in the presence of } Thos. Snowdon. L.S.

Edw. R. Keele,
5, Frederick's Place,
Old Jewry, London, Solr.

THIRD SCHEDULE.

Gas Lands.

A plot of land situate in the township of Linthorpe and parish of Middlesbrough, in the borough of Middlesbrough, near to the goods station of the North-eastern Railway Company, consisting of a piece or plot of land purchased by the Corporation from Henry Chapman and others, containing twelve thousand six hundred and ninety-three square yards or thereabouts, and certain other land adjoining thereto, belonging or reputed to belong to James Humby and others, containing eleven thousand eight hundred and twenty-two square yards or thereabouts, and now under agreement for sale to the Corporation, which said several plots of land together are bounded as follows—on the west by land belonging or reputed to belong to the said North-eastern Railway Company, on the north by Richmond Street, on the east by Snowdon's Road, and on the south by Washington Street, which said lands together contain twenty-four thousand five hundred and fifteen superficial square yards or thereabouts.

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