ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

***

Sum of One thousand Pounds paid by the said *James Harris*, and in consideration of the further Sum of One thousand and twenty-five Pounds to be paid by the said *James Harris*: And whereas the said *James Harris* has, upon the Faith of the said Contract, laid out considerable Sums in extending and improving the said Works, and in laying down new Mains and Pipes, and it is just and expedient that the said Contract should be confirmed: And whereas previously to the Year One thousand eight hundred and sixty-two Poultry, Butter, and other Commodities were sold in the Streets of the Town of *Ross*, to the great Inconvenience of the Vendors and of the Public, and to remedy such Inconvenience a Company called "The *Ross* Corn Exchange and Public Buildings Company, Limited," was formed for the Purpose (amongst other things) of providing a covered Market within the said Town for the Sale of Poultry, Butter, Cheese, and other Commodities, and the said Company have caused a Corn Exchange and a commodious Market Place to be erected, which is held by the said Company for a Term of Twenty-one Years, expiring on the First Day of *January* One thousand eight hundred and eighty-three: And whereas *Kingsmill Manley Power* Esquire is or claims to be Lord of the Manor of *Ross* Borough and *Ross* Foreign, within the Parish of *Ross*, and as such is or claims to be entitled to the ancient Town Hall and to the Right to take Tolls at Markets and Fairs held within the said Manors: And whereas certain of the existing Commissioners, with the Authority and on behalf of the existing Commissioners, have entered into a Contract with the said *Kingsmill Manley Power* for the Purchase of the said Town Hall and the Market Tolls, including the Parish Pound, and all the Rights of the said *Kingsmill Manley Power* with reference thereto, and it is expedient that such Contract should be confirmed: And whereas there is not in the said Town or the Suburbs thereof any Market Place for the Sale of Cattle or other Animals, and at the Markets and Fairs held in the said Town Cattle and other Animals are exposed for Sale in the public Streets and Thoroughfares of the said Town, to the great Inconvenience of the Public, and it is expedient that a Market for the Sale of Cattle and other Animals should be provided: And whereas since the passing of the recited Act the Town of *Ross* has increased in Area and Population, and it is expedient that the same should be further improved, and that the recited Act should be repealed, and that further and more effectual Provision should be made for the paving, lighting, cleansing, watering, draining, regulating, and improving the Streets of the said Town: And whereas the existing Supply of Water to the said Town is inadequate in Quantity and bad in Quality, and it is expedient that a sufficient Supply of good and wholesome Water should be afforded to the said Inhabitants, and that Waterworks should be made for that Purpose: And whereas a Plan showing the Lands to be taken for the Purposes of this Act, and a

Plan

Plan and Section of the Waterworks by this Act authorized, and a Book of Reference to such Plans, have been deposited with the Clerk of the Peace for the County of *Hereford*, and those Plans, Sections, and Book of Reference are in this Act referred to as the deposited Plans, Section, and Book of Reference: And whereas the several Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Ross* Improvement Act, 1865."

Commencement of Act.

2. This Act shall commence and have Effect on and from the First *Tuesday* in the Month next after the passing thereof.

Limits of Act.

3. The Limits of this Act comprise so much of the Parish of *Ross* and the adjoining Parish of *Bridstow* as are coloured Pink on a Plan signed by *George Henderson* and *Henry Minett*, and which Plan has been deposited in the Private Bill Office of the Honourable the House of Commons.

Map to be deposited with Clerk to the Magistrates, and to be open to Inspection. 7 W. 4. and 1 Vict. c. 83.

4. Within Two Months after the Commencement of this Act, a Copy of that Plan shall be deposited with the Clerk to the Magistrates for the District of *Ross*, who shall receive and retain it, and permit all Persons interested to inspect it, and make Copies and Extracts of and from the same, in like Manner, upon like Terms, and under like Penalty for Default as by the Act of the First Year of Her present Majesty, Chapter Eighty-three, is provided with respect to Documents therein specified.

Interpretation of Terms.

5. Unless there be something in the Subject or Context repugnant to or inconsistent with such Construction, the several Words and Expressions to which by the several Acts wholly or partially incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, and the following Words have in this Act the several Meanings hereby assigned to them respectively; (that is to say,)

The Expression "the Commissioners" means the Commissioners for executing this Act:

The Expression "the Town" means all Places within the Limits of this Act.

6. From

Recited Act repealed.

6. From the Commencement of this Act the recited Act of the Eleventh Year of the Reign of His Majesty King *George* the Fourth is repealed.

Property of existing Commissioners vested in Commissioners.

7. From the Commencement of this Act, the Lands, Estates, Easements, Rents, Monies, Credits, Choses in Action, Property, Effects, Rights, Claims, and Demands whatsoever of or to which the existing Commissioners are by virtue of the recited Act or by any other Means whatsoever immediately before the Commencement of this Act seised, possessed, or in any way entitled, at Law or in Equity, or otherwise howsoever, with the Appurtenances, are hereby effectually vested, according to the Nature, Tenure, and Quality thereof respectively, in the Commissioners.

Contracts, &c. to remain valid.

8. Provided always, That the Repeal of the recited Act, or such vesting in the Commissioners, shall not annul or in anywise prejudicially affect any Purchase, Sale, Conveyance, Grant, Lease, Mortgage, Bond, Annuity, Rent, Contract, Covenant, Agreement, Security, or other Act, Matter, or Thing whatsoever made, done, entered into, executed, or instituted under or by virtue or in pursuance of the recited Act, or with reference to the Purposes of the same respectively; but, notwithstanding this Act or anything therein contained, all such Acts, Matters, and Things shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for, against, and with reference to the Commissioners, as if the same had been made, done, entered into, executed, or instituted by, to, or with reference to the Commissioners instead of the existing Commissioners, and may be proceeded on and enforced in the same Manner, to all Intents and Purposes whatsoever, as if the Commissioners, instead of the existing Commissioners, had been party or privy thereto, and the Name of the Commissioners, instead of the existing Commissioners, had been used or referred to therein or with reference thereto.

Commissioners entitled to Credits and liable to Debts of existing Commissioners.

9. All Persons who immediately before the Commencement of this Act owe any Rate, Rent, Debt, or Money to the existing Commissioners, or to any Person on their Behalf, shall pay the same, with all Interest, if any, due or to accrue due for the same, to the Commissioners; and all Debts and Monies which immediately before such Commencement are due or owing by or recoverable from the existing Commissioners, or for the Payment of which they are or but for this Act would be liable, shall be paid, with all Interest (if any) due or to accrue due thereon, by or be recoverable from the Commissioners.

Actions, &c. not to abate, and Penalties

10. Any Action, Suit, Prosecution, or other Proceeding commenced either by or against the existing Commissioners shall not abate

abate or be discontinued or be prejudicially affected by this Act, but, on the contrary, shall continue and take effect, both in favour of and against the Commissioners, in like Manner in all respects as the same would, if this Act had not passed, have continued and taken effect in relation to the existing Commissioners; and all Offences committed against the Provisions of the recited Act prior to the Commencement of this Act may be prosecuted, and all Penalties incurred by reason of such Offences may be sued for, in like Manner in all respects as if this Act had not passed, the Commissioners being in reference to such Matters in all respects substituted for the existing Commissioners. to be recoverable.

11. All Books and other Documents by the recited Act authorized or directed to be kept, and which would have been admissible in Evidence if this Act had not passed, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere as fully and effectually as if this Act had not passed. Books to remain Evidence.

12. Every Officer and Servant appointed by virtue of or acting under the Authority of the recited Act shall hold and enjoy his Office and Employment, with the Salary or Emoluments thereunto annexed, and be deemed an Officer and Servant of the Commissioners, until he be removed by the Commissioners from such Office and Employment, and until so removed shall have the like Powers and Authorities for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties, in all respects whatsoever, as if he had been appointed under the Authority of this Act. Officers to continue until removed.

13. All Officers and Persons who have or shall have in their Possession or under their Control any Money, Books, Documents, Papers, Writings, or Effects belonging to the existing Commissioners, or to which those Commissioners are or but for this Act would be entitled, shall be liable to account for and to deliver up the same to the Commissioners, or to such Persons as they appoint to receive the same, in like Manner, and subject to like Process, Pains, and Penalties for Refusal or Neglect, as if such Officers and Persons had been appointed by or become possessed of such Money, Books, Documents, Papers, Writings, or other Effects for the Commissioners. Officers to account.

14. Provided always, That, notwithstanding the Repeal of the recited Act, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done or suffered under the recited Act shall be as valid as if the recited Act were not repealed, and the Repeal thereof and this Act respectively shall accordingly be subject and without Prejudice to everything so done Continuing Rights, Liabilities, &c. under former Acts.

done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the recited Act were not repealed, and this Act were not passed, would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands, the Commissioners shall to all Intents and Purposes represent the existing Commissioners: Provided always, that the Generality of the Provisions contained in this Enactment shall not be confined or restricted by any Provision contained in this Act.

10 & 11 Vict. c. 16. incorporated.

15. "The Commissioners Clauses Act, 1847," except Section Fifty-four, requiring daily Attendance at the Commissioners Office, is incorporated with this Act.

First Commissioners.

16. All the Commissioners who shall at the Time of passing this Act be acting under the said recited Act shall be the First Commissioners; and those Commissioners shall continue in Office until the First *Tuesday* in the Month of *July* One thousand eight hundred and sixty-five, on which Day all of those Commissioners shall go out of Office, but shall be eligible for Re-election, and on the same Day Nine Commissioners shall be elected by the Ratepayers to supply the Places of the First Commissioners; and thenceforth there shall be Nine Commissioners for executing this Act, to be from Time to Time elected by the Ratepayers, under the Provisions of "The Commissioners Clauses Act, 1847;" and such Commissioners and their Successors shall be called "The *Ross* Improvement Commissioners," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, with Power to use the same, and to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

Qualification of Commissioners.

17. The Qualification of a Commissioner shall be his being a Male Person of full Age, and who for the Time being shall be rated in respect of Land within the Town to the Rates for the Relief of the Poor on the annual Sum of Forty Pounds or upwards, or who shall be possessed in his own Right of a Freehold Estate or of a Leasehold Estate within the Town originally granted for a Term of not less than Twenty-one Years of the clear yearly Value of not less than Thirty Pounds over and above all Rentcharge and other Incumbrances affecting the same.

Qualification of Electors.

18. Every Male Person of full Age who shall, for the Period of Six Months immediately preceding the Day of tendering his Vote, be the Owner of or rated in respect of any Property within the Town to any Rate made under this Act, and shall have paid all such Rates except

except such as shall have been made within One Calendar Month previous to the Day of voting, shall be entitled to vote in the Election of Commissioners: Provided always, that the Meetings of Ratepayers under Section Twenty-one of "The Commissioners Clauses Act, 1847," shall be held at such Place as the Commissioners may from Time to Time appoint.

First Meeting of Commissioners.

19. The Commissioners shall hold their First Meeting in the Town Hall in *Ross*, or at some other convenient Place within the Town, on the *Tuesday* next after the Commencement of this Act, at Ten of the Clock in the Forenoon, or as soon after as conveniently may be.

Auditor.

20. The Commissioners from Time to Time may appoint a permanent Auditor for the Purpose of this Act.

8 & 9 Vict. c. 18. and 23 & 24 Vict. c. 106. incorporated.

21. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1860," are incorporated with this Act.

10 & 11 Vict. c. 34. incorporated.

22. "The Towns Improvement Clauses Act, 1847," except Section Six, and except so much of that Act as requires any Matter to be submitted to or done with the Approval of an Inspector to be appointed in the Manner mentioned in such Section, and except so much of Sections Seven and Twelve as requires any Approval of the Appointment, Salary, and Removal of the local Surveyor and Officer of Health, and except so much of Section One hundred and twenty-one of that Act as requires any Approval of the Works thereby authorized and any local Inquiry, and except Sections One hundred and fifty-eight and One hundred and sixty of that Act relating to the general Sewerage, shall be incorporated with and form Part of this Act: Provided always, that it shall not be imperative on the Commissioners to appoint the Officers mentioned in Sections Seven and Nine of the said Act.

10 & 11 Vict. c. 14. incorporated.

23. "The Markets and Fairs Clauses Act, 1847," (except the Thirty-first Section thereof, directing that Stallages, Rents, or Tolls are not to be demanded until the Market or Fair is completed,) is incorporated with this Act; and such Act, except as aforesaid, and the several Provisions of the same, extend and apply to the existing Market Place as the same would extend and apply to any Market Place opened after the Commencement of this Act: Provided always, that the Expression "the Undertaking" in that Act means, for the Purposes of this Act, the existing Market, as well as any Market to be constituted or regulated by virtue of this Act; and the Expression "the Undertakers" in that Act means, for the Purposes of this Act, the Commissioners.

24. "The

10 & 11 Vict. c. 17. and 26 & 27 Vict. c. 93. incorporated.

24. "The Waterworks Clauses Act, 1847," (except the Clauses thereof with respect to the Amount of Profits to be received by the Undertakers when the Works are carried on for their Benefit,) and "The Waterworks Clauses Act, 1863," are incorporated with this Act: Provided always, that the Expression "the Undertakers" in those Acts means, for the Purposes of this Act, the Commissioners; and the Expression "the Undertaking" and the Expression "the Waterworks" in those Acts shall respectively apply to the Waterworks by this Act authorized to be constructed and maintained, but so nevertheless that it shall not be obligatory on the Commissioners to afford a Supply of Water under any of the Provisions of those Acts or of this Act until the Waterworks by this Act authorized to be constructed are completed.

10 & 11 Vict. c. 15. incorporated.

25. "The Gasworks Clauses Act, 1847," (except the Sections thereof with respect to the Amount of Profit to be received by the Undertakers when the Gasworks are carried on for their Benefit,) shall be incorporated with and form Part of this Act, except so far as the Clauses and Provisions of the said Act are excepted or varied by this Act; and in construing the said Act in connexion with this Act the Expression "the Special Act" shall, in addition to its other Meanings, mean this Act, and any Gasworks which may be purchased by the Commissioners under the Authority of this Act shall be deemed and taken to be Gasworks and Works connected therewith by the Special Act authorized to be constructed, and the Expression "the Undertakers" shall mean the Commissioners.

As to Meanings to Words in incorporated Acts and this Act.

26. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are respectively assigned shall have in this Act the same respective Meanings, except so far as the same shall be inconsistent with the Provisions of this Act.

Contract with Kingsmill Manley Power confirmed.

27. The said Contract made on behalf of the existing Commissioners with the said *Kingsmill Manley Power*, set forth in the Schedule (B.) to this Act annexed, shall be and is hereby confirmed, and the Commissioners may take a Conveyance to them, under the Style of "The *Ross* Improvement Commissioners and their Successors," of the Premises and Tolls in such Contract mentioned.

Ross Corn Exchange, &c. Company to continue to hold Market.

28. It shall be lawful for "The *Ross* Corn Exchange and Public Buildings Company (Limited)," or such other Company, Body, or Person in whom the said Market established by such Company may during the said Term of Twenty-one Years be vested, to continue to hold and use the said Market on such Day or Days of the Week as the Commissioners may appoint, and to receive and collect, for

Articles

Articles brought for Sale to such Market, such Tolls as they may from Time to Time think proper, not exceeding the Tolls specified in the Schedule (A.) to this Act annexed; and after the Expiration of the said Term of Twenty-one Years the Commissioners shall have Power to license the Use of the said Market for such further Term from Time to Time, not exceeding Twenty-one Years, as they think fit.

Commissioners may form and construct Market.

29. The Commissioners may from Time to Time construct, form, and erect a Market within the Town for the Sale of Horses, Cattle, Sheep, Pigs, and other Live Animals, with Approaches to such Market, and for such Purpose the Commissioners may enter upon, take, and use the Lands delineated on the deposited Plan and described in the deposited Book of Reference; and on any such Market being completed the Commissioners may remove thereto, and hold or cause to be held therein the Markets and Fairs held within the Town, and they may demand and receive in respect of Animals sold or brought for Sale into such Market such Tolls as they may from Time to Time think proper, not exceeding the Tolls in respect thereof specified in the Schedule (A.) to this Act annexed.

Cattle, &c. to be sold only in Market.

30. If any Person shall, after the Market for Animals by this Act authorized to be constructed is completed and opened, sell or expose for Sale any Horse, Cattle, Sheep, Pig, or other Live Animal in any Street or public Place within the Town, except within such Market or such other Place as shall be allowed by the Commissioners, every Person so offending shall for every such Offence be liable to a Penalty not exceeding Forty Shillings.

As to weighing Goods and Carts

10 & 11 Vict. c. 14.

31. The Commissioners shall not be bound to provide Weighing-houses or Places for weighing or measuring Commodities, or Weights, Scales, or Measures, or to appoint Persons to attend to the weighing or measuring of Commodities, unless and until the Commissioners, by Advertisement in some Newspaper published or circulating within the Town, declare that the Provisions of "The Markets and Fairs Clauses Act, 1847," with respect to weighing Goods and Carts, are adopted in the Town.

Power to hold Markets.

32. The Commissioners may discontinue the Markets and Fairs now held, or any or either of them, and they may from Time to Time appoint Markets and Fairs to be held on any such Day or Days or at any such Time or Times as they shall from Time to Time think fit; and all the Provisions of this Act and of "The Markets and Fairs Clauses Act, 1847," incorporated herewith, with respect to Markets and Fairs, shall apply to the Markets or Fairs which the Commissioners may appoint to be held on such other Days as herein provided

vided for; and the Commissioners or their Lessees may demand and receive for Articles sold in or brought for Sale to such Markets or Fairs, and for Articles weighed or measured in such Markets or Fairs, such Tolls and Charges as the Commissioners from Time to Time think fit, but not exceeding the Tolls in respect thereof specified in the Schedule (A.) to this Act annexed: Provided always, that nothing contained in this present Enactment shall apply to or affect the said Market of the *Ross* Corn Exchange and Public Buildings Company (Limited).

Power to construct Waterworks.

33. Subject to the Provisions and Restrictions of this Act, it shall be lawful for the Commissioners to take, appropriate, divert, and use the Waters of the River *Wye* and of the Brook called *Alton Brook*, and also all or any of the Springs, Streams, and Waters intercepted or crossed by the Line of the Aqueducts, Cuts, Conduits, Pipes, or Works by this Act authorized to be made, or any of them, and to make, construct, and maintain the several Reservoirs, Aqueducts, Conduits, and Works described and shown in and by the deposited Plan, Section, and Book of Reference, and all necessary and proper Conveniences connected therewith, in the Lines or Situations and upon the Lands delineated on the deposited Plan and Section and described in the deposited Book of Reference, and according to the Levels defined on the deposited Section, and for that Purpose to purchase, and to enter upon, take, and use, the Lands and Waters, or any Part thereof, delineated on the deposited Plan and described in the deposited Book of Reference, or any Easement, Privilege, Power, or Authority in or over the same: Provided always, that it shall not be lawful for the Commissioners to take any Water from the said Brook called *Alton Brook*, South of the *Ross and Gloucester* Turnpike Road, nor from any of the Springs supplying the said Brook South of the said Road; provided also, that it shall not be lawful for the Commissioners, except with the previous Consent in Writing of the Persons herein-after mentioned, or their Heirs or Assigns respectively, to make the Filter Beds near the River *Wye* shown on the deposited Plans, nor to work by means of Steam Power any Pumping or other Engine within a Distance of Two hundred Yards from any Part of either of the Gardens respectively belonging to *Alexander Maclaverty*, Doctor of Medicine, and *William Powell Hooper*; provided also, that it shall not be lawful for the Commissioners to erect any Pumping or other Engine upon any Land or Place South of the Road of the *Great Western* Railway Company leading to the *Ross* Railway Station, or South of the Road leading from the said last-mentioned Road to *Station Street*, for the Purpose of taking the Water of the said Brook called *Alton Brook*, or for any other Purpose.

34. For

Application of 23 & 24 Vict. c. 106. to Rents, &c.

34. For the Purposes of this Act, the several Provisions with respect to Lands and Rentcharges of "The Lands Clauses Consolidation Act, 1860," incorporated with this Act, so far as the same respectively are applicable in that Behalf, shall extend and apply to Easements and Rights granted and leased under this Act, and Rents and Rentcharges reserved by the Leases and Grants of the Easements and Rights respectively.

Certain Persons may grant Leases of Lands.

35. The Persons authorized by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," to convey Lands, may grant Leases of any Lands for the Purposes of this Act, or grant or lease any Easement, Power, or Authority in or over such Lands.

Power to deviate laterally and vertically.

36. In the Construction of the Works by this Act authorized to be made and constructed, it shall be lawful for the Commissioners, but subject to the Restrictions contained in the Thirty-third Section of this Act, to make lateral Deviations from the Lines of such Works, provided that such Deviations shall not extend beyond the Limits of lateral Deviation defined upon the deposited Plans, except with the Consent of the Owners, Lessees, and Occupiers of the Lands in which such Works shall be situate; and the Commissioners may deviate vertically from the Levels of the Works defined on the deposited Sections to any Extent not exceeding Three Feet in the Case of Reservoirs, and in other Cases Five Feet.

Additional Land for Works authorized to be made.

37. The Commissioners may purchase, by Agreement, for the Purposes by this Act authorized, in addition to the Lands delineated on the said Plans and referred to in the deposited Book of Reference, any Quantity of Land not exceeding in the whole Two Acres.

Period for purchasing Lands by Compulsion.

38. The Powers hereby granted for the compulsory Purchase of Lands and other Property shall not be exercised after Three Years from the passing of this Act.

Period for Completion of Works.

39. The Works by this Act authorized shall be completed within Seven Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Commissioners for executing such Works shall cease to be exercised, except as to so much thereof as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Commissioners from enlarging and extending or otherwise altering, renewing, or repairing their Mains and Pipes, and Works of Distribution or other Works, from Time to Time, whenever it shall be necessary or proper for the Purposes of this Act.

40. The

Power to purchase Waterworks from Samuel Bennett Wall.

40. The Commissioners may and they are hereby authorized to purchase for the Purposes of a Water Supply for the Town the Works and Premises of *Samuel Bennett Wall*, shown and described on the deposited Plan and in the deposited Book of Reference; and the Commissioners may from Time to Time enter into any Contract with the said *Samuel Bennett Wall*, or any other Person or Body, for supplying the Town or any Part thereof with Water.

Water for public Purposes.

41. The Commissioners may use Water for any public Purpose.

Water may be supplied beyond the Town by Contract.

42. The Commissioners may, if they think proper, supply any Person with Water beyond the Town, but not beyond the Limits of the Parish of *Ross*, on such Terms and Conditions as shall be mutually agreed upon, and for such Purpose they may, with the Consent of the Owner and Occupier of any private Land, and with the Consent of the Party having Jurisdiction over any Street or Road, break up such Land, Street, or Road respectively for the Purpose of laying down a Pipe to enable them to give such Supply, and they may lay down such Pipe accordingly.

Commissioners not to be bound to supply Water unless Apparatus approved by them.

43. The Commissioners shall not be bound to supply any Water unless the Apparatus, Cisterns, Pipes, and Cocks necessary for such Supply shall be so constructed and used as they shall require or approve.

Water not necessarily under Pressure.

44. The Commissioners shall not be compelled to carry Water to a higher Level than can be reached by the Pressure afforded by the Reservoir from which such Water is supplied.

Rate at which Water to be supplied for domestic Purposes.

45. The Commissioners shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Commissioners shall be laid, or of any Person who, under the Provisions of this Act or any Act incorporated therewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Purposes at the Rates herein-after specified; (that is to say,)

Where the annual Value of such Dwelling House shall not amount to Seven Pounds, at a Rate not exceeding Eight Shillings *per Annum*:

Where the annual Value of such Dwelling House shall exceed Seven Pounds, at a Rate *per Annum* not exceeding Five Pounds *per Centum* upon the annual Value:

Water for other than domestic

46. The Commissioners may supply any Person with Water for other than domestic Purposes at such Rate and upon such Terms and Conditions

Conditions as shall be agreed upon between the Commissioners and the Persons desirous of having such Supply of Water.

Purposes to be supplied by Agreement.

Contracts with James Harris confirmed.

47. The Contracts between the existing Commissioners and *James Harris* to the Extent set forth in the Schedule (C.) to this Act annexed are hereby confirmed; and upon Payment of the Sum of One thousand and twenty-five Pounds, and any Interest which may be payable under the said Contracts, by the said *James Harris*, his Executors, Administrators, or Assigns, the Commissioners shall convey to the said *James Harris*, his Heirs, Executors, Administrators, or Assigns, as he or they shall direct, the Gasworks, Hereditaments, Plant, Mains, Pipes, and Premises in such Contracts mentioned, pursuant to the Terms of the said Contracts to the Extent aforesaid, and subject thereto, and all the Terms and Provisions of the said Contracts to the Extent aforesaid, as far as the same at the Time of this Act comes into operation remain to be executed and performed, may be carried into effect by the Commissioners, and shall be enforceable by and against the said *James Harris*, his Heirs, Executors, and Administrators, and by and against the Commissioners, and during the Continuance of the said Contracts the said *James Harris* shall have all the Powers, and shall be subject to the same Provisions and Restrictions, as the Commissioners would, but for the Existence of such Contracts, have or be subject to by virtue of this Act, or any Act or Parts of Acts incorporated therewith, for the Manufacture and Supply of Gas, and for recovering and enforcing Payment for Gas supplied: Provided always, that if the said *James Harris*, or the Person for the Time being representing him under the said Contract, shall become bankrupt or insolvent, or shall refuse or wilfully neglect to carry out the said Contract on his Part, by reason whereof the public or private Lights shall not be duly supplied, pursuant to the said Contract, it shall be lawful for the Commissioners forthwith, by themselves or any Person authorized by them, in a summary Manner, and with all the Powers of a Sheriff, under a Writ of Elegit or Fieri facias to enter upon and take possession of the said Gasworks, and all Plant, Machinery, and other Things for the Manufacture and Supply of Gas, and all Materials for manufacturing the same on or about the said Works, and all Mains and Pipes for conveying Gas therefrom; and the Commissioners shall pay to the Owners of the said Gasworks such Sum as shall be the Value of the Property of which Possession is taken, to be ascertained by Arbitration in manner provided for by the said Contract, subject to such Deduction therefrom as shall, in the Judgment of the Arbitrators or Umpire, be proper to be allowed to the Commissioners as and for liquidated Damages by reason of the Nonperformance of the said Contract, and thereupon the said Contract, as to the future Operation thereof, shall be void; and the Commissioners shall have Power

to recover from any Person who shall have been supplied with Gas the whole of the Rent for the current Quarter, subject to a proportionate Part thereof being accounted for by the Commissioners to the said Owners: Provided, nevertheless, that the Commissioners shall not be required to pay the Purchase Money for the Property of which Possession is taken until after the Expiration of Two Years from the Time of their taking possession, but the Commissioners shall be liable to pay Interest at the Rate of Four Pounds *per Centum per Annum* from the Time of their taking possession until Payment.

As to Supply of Gas.

48. The Commissioners may from Time to Time, if they think fit, enter into any Contract or Contracts which they think fit with any Company or Person for lighting the Town or any Part or Parts thereof, and any Places adjoining or near thereto, within the Parish of *Ross*; or the Commissioners may, if they think fit, supply Gas or provide other Means for lighting the Town or any Part or Parts thereof, and any Places adjoining or near thereto; and the Commissioners may do all such other Acts as they shall think necessary for manufacturing and supplying Gas: Provided always, that nothing in this Act contained shall enable the Commissioners to erect any Work or Building for the Manufacture of Gas, except upon the Premises agreed to be sold to the said *James Harris*.

Gas to be consumed by Meter, on Request.

49. Every Consumer of Gas supplied under the Authority of this Act shall, on Request in Writing by the Commissioners, consume the Gas supplied to him by Meter, and all such Meters and all Service Pipes shall be provided by the Commissioners at the Expense of the Consumer, or (at the Option of the Consumer) by the Consumer, and approved by the Commissioners, and shall in each Case be maintained to the Satisfaction of the Commissioners, and may from Time to Time be examined and tested by them.

Maximum Price of Gas.

50. The maximum Price at which Gas shall be sold by the Commissioners to all Persons who shall burn the same by Meter shall not exceed Five Shillings *per* Thousand Cubic Feet.

Quality of Gas.

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

52. The

Commissioners to erect a Meter to test Purity of Gas.

52. The Commissioners shall, within Three Months after the Commencement of this Act, cause to be erected, and for ever thereafter subsequently maintain, in some convenient Place, an Experimental Meter, furnished with an Argand Fifteen-Hole Burner and a Seven-Inch Chimney, capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus for testing the illuminating Power of the Gas, and such Experimental Meter shall be so erected as to provide for the whole of the Gas supplied by the Commissioners being subjected to the Operation of the Experimental Meter; and in default the Commissioners shall pay a Sum not exceeding Forty Shillings, and a further Penalty not exceeding the like Sum for every Day during which such Default shall continue.

Power to Justices, on Requisition, to authorize testing Gas.

53. It shall at any Time be lawful for any Two Justices of the Peace for the County of *Hereford*, not being Members or Officers of the Board of Commissioners, nor Directors, Shareholders, or Officers of any Company, or a Person supplying Gas within the District, on receiving a Requisition signed by not less than Five Consumers of the Gas supplied by the Commissioners, complaining that the Gas supplied by them is not in their Judgment and Belief of the full illuminating Power prescribed in this Act, if they shall think fit, by Order in Writing under their Hands, to appoint some competent Person to proceed to the Works of the Commissioners, and the Person so appointed, on giving Six Hours previous Notice in Writing to the Commissioners, may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Commissioners, and in the Presence of the Superintendent or other Officer of the Commissioners make Experiment of the illuminating Power of the Gas by means of the Experimental Meter and other Apparatus before mentioned, and the Commissioners and their Officers shall afford all reasonable Facilities and Assistance for making such Experiment; and if it shall thereupon be proved to the Satisfaction of any Two such Justices, after hearing the Parties, that the illuminating Power of the Gas supplied by the Commissioners did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Commissioners or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Commissioners shall forfeit such Sum not exceeding Twenty Pounds as the said Justices shall determine.

Costs of Experiment by whom to be paid.

54. The Cost of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Commissioners shall be paid, together with such Penalty, but in the event

event of the Gas being found when tested to be of not less illuminating Power than is by that Act prescribed, such Costs shall be awarded to be paid to the Commissioners by the Body or Persons making such Requisition as aforesaid, and shall be paid or levied accordingly.

Commissioners may remove Pipes from unoccupied Premises, on giving Notice to Owner.

55. In all Cases in which the Commissioners are by "The Gasworks Clauses Act, 1847," herewith incorporated, authorized to cut off and take away the Supply of Gas from any House, Building, or Premises, then, if such House, Building or Premises be unoccupied, the Commissioners, their Agents, Servants, or Workmen, after giving Twenty-four Hours previous Notice to the Owner by serving the Notice on him, or if, after due Inquiry made, the Owner cannot be ascertained, by affixing the same for Three Days on some conspicuous Place of such House, Building, or Premises, may enter into such House, Building, or Premises between the Hours of Nine in the Forenoon and Four in the Afternoon, and remove and carry away any Pipes, Meter, or Fittings, or other Works, the Property of the Commissioners.

Application of "the Commissioners" in the 7 last preceding Sections.

56. Wherever in the Seven last preceding Sections of this Act the Expression "the Commissioners" is used, that Expression shall extend to and include any Person supplying Gas under a Contract with the Commissioners.

Reservations out of Land sold.

57. It shall be lawful for the Commissioners, if they shall sell and dispose of any superfluous Lands, to sell and dispose of the same subject to any Easements, Rights, Powers, Privileges, or Authorities which they may *bonâ fide* require for any of the Purposes of this Act or of any Act incorporated therewith.

Application of Penalties.

58. The Justices by whom any Penalty or Forfeiture (other than Penalties imposed on the Commissioners) shall be imposed under this Act or any Act incorporated herewith shall, where the Application thereof is not otherwise provided for by this Act, award the same to be paid to the Commissioners.

Penalties not cumulative.

59. Penalties imposed for One and the same Offence by several Acts of Parliament shall not be cumulative, and for this Purpose this Act and the Acts incorporated herewith shall be deemed several Acts.

Liability to Rates not to disqualify Justices.

60. No Justice or Judge of any County Court shall be disqualified from acting in the Execution of this Act by reason of his being liable to any Rate, Rent, or Charge, or to the Payment of any other Money under this Act, or of his being a Member of the Board of Commissioners.

61. Wherever

Recovery of Rates, &c. by Action or Suit.

61. Wherever any Person neglects to pay any Rate or Sum due to the Commissioners, the Commissioners may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction, and the Remedies of the Commissioners under this Act shall be in addition to their other Remedies for the Recovery of such Rate or Sum.

Undisputed Rates may be recovered by Distress.

62. All Rates or Rents due to the Commissioners, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount whereof shall not be disputed, may be levied by Distress, and any Justice, on Application, may issue his Warrant accordingly; and the Remedies of the Commissioners under this Act shall be in addition to their other Remedies for Recovery of such Rates or Rents, Damages, Costs, and Expenses.

Several Names in One Warrant or Notice.

63. Any Number of Names and any Number of Rates or Sums may be included in any Warrant of Distress or Notice obtained or given by the Commissioners for any of the Purposes of this Act or any of the Acts incorporated herewith, and may be stated either in the Body of the Warrant or Notice, or in a Schedule thereto.

Costs of Distress.

64. Any Justice who issues any such Warrant of Distress may order that the Costs of the Proceedings for the Recovery of such Rate or Sum shall be paid by the Person liable to pay such Rate or Sum, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Rate or Sum.

Rates may be made.

65. The Commissioners may, once in every Year or oftener, if they think it necessary, make One or more equal Rate or Rates, under their Seal and the Hands of Five at least of the Commissioners, upon the Occupiers of all Houses, Lands, Tenements, and Hereditaments within the Town, according to the yearly Value of the same, so as such Rates do not, except as by this Act otherwise provided, exceed in any One such Year the Sum of Two Shillings and Sixpence in the Pound on such yearly Value: Provided always, that the Occupier of any Land used as Arable, Meadow, or as a Garden, not immediately contiguous to and held with a Dwelling House or Pasture Ground only, or as Woodlands or Market Gardens or Nursery Grounds, or of Lands covered with Water, or used as a Railway constructed under the Powers of any Act of Parliament for public Conveyance, or of any House which shall not at the Time of such Rate being made have a public Lamp lighted under the Authority of this Act within One hundred Yards of such House, shall be assessed in respect of the same to such Rate in the Proportion of One Fourth Part only of the yearly Value thereof.

Rates may be increased with Consent of Rate-payers.

66. If and whenever it appears that such Sum of Two Shillings and Sixpence in the Pound is not sufficient for the Purposes to which, under this Act, the Monies raised by such Rate are applicable, the Commissioners, with the Consent of the Majority of the Rate-payers assembled at a public Meeting called by the Commissioners for that Purpose (subject to a Poll, if demanded), may increase such Rate for the current Year so as it do not in any One Year exceed the Sum of Three Shillings and Sixpence in the Pound on such yearly Value: Provided always, that One Month's public Notice of the Intention of the Commissioners to make any such Increase, and of the Time and Place for holding such public Meeting, shall be given by them by Placards posted in some public Places, and circulated within the Town; provided also, that at any such Meeting every Ratepayer shall have the same Number of Votes as he is under this Act entitled to in voting at an Election of Commissioners.

Power to borrow on Mortgage.

67. The Commissioners from Time to Time may borrow on Mortgage, on the Security of the Lands and Property from Time to Time vested in them under this Act, and the Tolls and Rates granted thereby, and their Property and Effects, and any other Money coming to them, any Sums not exceeding in the whole Eight thousand Pounds, and after having paid off, otherwise than by the Sinking Fund, any Money so borrowed, they may reborrow the Amount paid off, and so *toties quoties*.

Arrears may be enforced by Appointment of Receiver.

68. The Persons entitled to Mortgages granted under this Act may enforce the Payment of the Arrears of Principal and Interest due to them by the Appointment of a Receiver, and the Amount in arrear to authorize a Requisition for a Receiver shall be One Tenth of the total Mortgage Debt for the Time being.

Sinking Fund.

69. The Amount which shall be set apart by the Commissioners yearly out of the Tolls, Rates, and Income of the Commissioners levied under this Act or the Acts incorporated herewith as a Sinking Fund, to be applied in manner directed by the Eighty-fourth Section of "The Commissioners Clauses Act, 1847," in Payment of the Monies which shall be borrowed by them under this Act, shall be a Sum equal to One Thirtieth Part of the Monies which shall be so borrowed: Provided always, that it shall not be incumbent on the Commissioners to appropriate or set apart any Money as such Sinking Fund until the Expiration of Seven Years from the Commencement of this Act.

Application of Monies.

70. All Monies now in the Hands of the Commissioners, or which shall come to their Hands by virtue of this Act, (except any Money which shall come to their Hands for any other Purpose, or shall be directed

directed to be otherwise applied,) shall be applied as follows; (that is to say,)

First, in defraying the Costs, Charges, and Expenses of or incident to the Application for and the obtaining and passing of this Act:

Secondly, in paying the Sum of One thousand Pounds, to which the said *Kingsmill Manley Power* is entitled, under the Contract set forth in Schedule (B.) to this Act annexed, and any Debt which shall at the Time of the passing of this Act be owing from the existing Commissioners:

Thirdly, in paying (but not out of any Money borrowed or to be borrowed) the Interest of all Monies which shall be borrowed under this Act:

Fourthly, in carrying the several Purposes of this Act into execution:

Fifthly, in maintaining (but not out of any Money borrowed or to be borrowed), after the Expiration of the said Period of Seven Years from the Commencement of this Act, the Sinking Fund by the Eighty-fourth Clause of "The Commissioners Clauses Act, 1847," directed to be formed:

Sixthly, in paying off any Monies that may be owing by the Commissioners.

Provision for Charter of Incorporation.

71. In the event of the Town of *Ross* obtaining a Charter of Incorporation, all the Powers of this Act shall and may from thenceforth be exercised by the Corporation acting by the Council of the Borough, instead of the Commissioners.

The

The SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Tolls in respect of Articles and Things sold in or brought for Sale to and in respect of Rents and Stallage in the Markets.

Corn and Seeds.

	s.	d.
For every Bushel of Wheat, Peas, Beans, Vetches, Flour, Meal, or Malt	0	3
For every Bushel of Barley, Oats, or Rye Grass	0	2
For every Fourteen Pounds Weight of Clover, Trefoil, Turnip, or other Seeds	0	2

And so in proportion for a greater or less Quantity.

Cheese.

For every single Cheese weighing above Two Pounds and not more than Twenty-eight Pounds	0	1
For every Half Dozen or less Number of Cheeses, each weighing not more than Two Pounds	0	2
For every additional Half Dozen or less Number	0	2
For every Quantity of other Cheese, not exceeding One Quarter of a Hundredweight	0	1½
Exceeding One Quarter and not exceeding Half a Hundredweight	0	3
Exceeding Half and not exceeding Three Quarters of a Hundredweight	0	4½
Exceeding Three Quarters of and not exceeding One Hundredweight	0	6

And so in proportion for any greater Weight.

Butter and Eggs.

For every Tub, Cask, or Jar of Salt Butter, or any less Quantity	0	4
For every single Basket of Fresh Butter or Eggs	0	3
For every double Basket of the same	0	4½

Fish.

For every Stall for the Sale of Fish :—		
For each Market Day	1	6
For each Fair Day	3	0

	s.	*d.*
For each other Day - - - - - - -	1	0
If by the Week - - - - - - - -	3	0
For any Fish, if in a Cart - - - - - - -	1	6
If in smaller Vehicles, or in Pots - - - - - -	0	6

SUNDRIES.

For every Sucking Pig - - - - - - -	0	2
For every Couple of Fowls or Ducks - - - - - -	0	1½
For every Goose or Turkey - - - - - - -	0	1½
For every Pea Fowl, Couple of Guinea Fowls, Hare, Couple of Wild Fowl, Brace or Couple of Pheasants, Partridges, or Woodcocks -	0	2
For every Couple of Rabbits, Pigeons, or Snipes - - - -	0	1
For every Pocket or less Quantity of Hops - - - - -	1	6
For every Hide of Leather - - - - - -	0	6
For every Pail or a less Quantity of Barm - - - - -	0	1½
For every Bag or Pot of Apples, Pears, Plums, or any other Kind of Fruit, or of Potatoes, Turnips, or other Vegetables - - -	0	4
For any Quantity less than a Bag but exceeding a Bushel - - -	0	2
For any Quantity not exceeding a Bushel - - - - -	0	1
For every Pack of Wool of 240 Pounds per Pack - - - -	1	0

And so in proportion for a greater or less Quantity.

STALLS.

For every Butcher's Stall, per Week - - - - - -	4	0
For every such Stall for Market Days - - - - - -	2	6
For every such Stall for every other Day - - - - -	1	0
For every Stall, Standing, or Place for the Sale of manufactured Goods, Wares, or Merchandise, Provisions, or any other Article not herein-before enumerated or otherwise charged, per Week - - -	5	0
For every such Stall, Standing, or Place, for every Market Day -	2	6
For every such Stall, Standing, or Place, for every Fair Day - -	3	0
For every such Stall, Standing, or Place, for every other Day - -	1	0
For every Superficial Square Foot of Ground used for the selling or exposing to Sale Goods, Wares, or Merchandise, or any other Article not herein-before enumerated, and not otherwise charged for as a Stall, Standing, or Place for Sale, for every Fair Day -	0	3
For every other Day - - - - - - -	0	2

The several Tolls, Rents, and Stallage before mentioned and specified shall be payable and paid for and in respect of the Occupation or Use of any Stall, Standing Place, Bench, Compartment, or Space of Ground, as well by the original Taker or Occupier thereof for a Part or Portion of the Day, in case he shall not occupy the same the whole Day, as also by any subsequent Taker or Occupier of the same for the Residue of any Part or Portion of the same Day.

Tolls in respect of Articles weighed or measured in the Market.

	s.	d.
For every Quantity of Meat, Article, or Thing weighing not exceeding One Quarter of a Hundredweight	0	1
Above One Quarter of and not exceeding Half a Hundredweight	0	1½
Above Half and not exceeding One Hundredweight	0	3
And so in proportion for any greater Quantity than One Hundredweight over and above One Hundredweight.		
For every Quantity of Goods, Articles, or Things sold by Measure, per Bushel or any less Quantity	0	0½

Tolls in respect of Weighing Machines.

For every Waggon or other Four-wheeled Carriage, including the Loading thereof	1	0
For every Cart or other Two-wheeled Carriage, including the Loading thereof	0	6

Tolls in respect of Sheep sold or brought for Sale into the existing Sheep Market, or Live Stock sold or brought for Sale into the Cattle Market.

For every Horse, Gelding, or Mare	1	0
For every Colt, Filly, Mule, or Ass	0	6
For every Bull, Ox, Cow, Steer, or Heifer	0	6
For every Calf	0	2
For every Score of Sheep or Lambs	1	8
And so in proportion for any greater or less Number.		
For every Pig	0	2

SCHE-

SCHEDULE (B.)

ARTICLES OF AGREEMENT and Contract made and entered into this Fourteenth Day of March in the Year of our Lord One thousand eight hundred and sixty-four between Kingsmill Manley Power of the Hill Court in the County of Hereford, Esquire, Lord of the Manor of Ross in the County of Hereford, for himself, his Heirs, Executors, and Administrators, of the First Part, Henry Richard Lückes, Banker, Benjamin Brunsdon, Grocer, Thomas Blake, Accountant, Joseph Turnock, Brewer, and Henry Thomas Bussell, Corn Factor, all of the Town of Ross in the said County of Hereford, for themselves, their Heirs, Executors, Administrators, and Assigns, of the Second Part.

The said Kingsmill Manley Power doth hereby agree with the said Parties hereto of the Second Part to sell to them, subject to the existing Rights of the Public in respect of the same Hereditaments, and all Rights of Way and other Easements upon and over or affecting the same, all that the Market House, and also the Right of the said Kingsmill Manley Power, as Lord of the Manor of Ross, of or to the Tollage, Piccage, and Stallage, and Profits of Markets in the Town of Ross in the County of Hereford, and also all that the Manor or Pound of Ross adjoining the Royal Hotel Stables and Outbuildings, and the Ground and Soil thereof, and also such of the Boundary Walls thereof as belong to the same, with Rights of Approach thereto, situate, lying, and being in the said Town of Ross in the said County of Hereford, at or for the Price or Sum of One thousand Pounds of good and lawful Money of Great Britain; and the said Kingsmill Manley Power doth hereby agree that he will, upon receiving from the said Parties hereto of the Second Part Three Calendar Months Notice in Writing that they will, at the Expiration of such Notice, be prepared to complete the Purchase hereby agreed upon, or, if such Notice shall not be sent, then on or before the Twenty-ninth Day of September One thousand eight hundred and sixty-five, at his own Expense, make out and deliver unto the said Parties hereto of the Second Part, or their Solicitor, Mr. Hooper of Ross, an Abstract of his Title to the said Premises, and deduce a good Title thereto, such Abstract and Title to commence with certain Indentures of Lease and Appointment and Release bearing Date respectively the Twenty-third and Twenty-fourth Days of March One thousand eight hundred and eighteen, being the Conveyance of the Manor of Ross Foreign and Ross Borough, and made between the Most Honourable Thomas Marquis of Bath of the one Part, and Kingsmill Evans, Esquire, of the other Part, and which the said Parties hereto of the Second Part agree to accept as a good Root of Title, and all Facts, Matters, and Things stated in such Indentures to be accepted as conclusive Evidence, without further Proof, nor shall the earlier or other Title be in any way investigated or inquired into, notwithstanding any Reference thereto in any Circumstances mentioned therein, and all Recitals of Deeds, and Facts and Statements of every Kind, contained in any Deed Twenty Years old and upwards, shall be accepted by the said Parties hereto of the Second Part as conclusive Evidence in all respects, without further Proof; and also that he the said Kingsmill Manley Power or his Heirs, and all other necessary Parties, shall and will on the Twenty-fifth Day of March One thousand eight hundred

hundred and sixty-six (or before that Day, upon giving Three Calendar Months Notice in Writing as aforesaid), on receiving from the said Parties hereto of the First Part the said Sum of One thousand Pounds, by such Conveyances and Assurances in the Law as the said Parties hereto of the Second Part, or their Counsel in the Law, shall advise and require, the same being subject, nevertheless, to the Perusal and Approval of the Vendor's Solicitors, well and sufficiently grant, release, convey, or otherwise assure all and singular the aforesaid Market House, Tolls of Markets, Manor, Pound, Hereditaments, and Premises herein-before mentioned, with the Appurtenances, and the Fee Simple and Inheritance thereof, unto and to the Use of the said Parties hereto of the Second Part, their Heirs and Assigns, or as they shall direct or appoint, free from all Incumbrances, except a Proportion of the Land Tax of Five Pounds One Shilling and Eightpence; such Conveyances and Assurances, as also all Deeds of Covenant attested, and other Copies of Deeds and Documents the said Parties hereto of the Second Part may require, as also all Statutory Declarations and Evidence in support of the Title, to be at the sole Costs and Charges of the said Parties hereto of the Second Part; and the said Parties hereto of the Second Part do hereby agree with the said Kingsmill Manley Power to purchase of him the aforesaid Hereditaments and Premises upon the Terms aforesaid for the said Sum of One thousand Pounds, that they will on the Twenty-fifth Day of March One thousand eight hundred and sixty-six, or before, upon their giving such Three Months Notice in Writing as aforesaid, at the Expiration of such Notice, on a good Title to the said Market House, Tolls of Markets, Manors, Pound, Hereditaments, and Premises herein-before mentioned, with their Appurtenances, being shown as aforesaid, and on the Execution of such Conveyances and Assurances as aforesaid, and on receiving the same from the Solicitors of the said Kingsmill Manley Power, pay or cause to be paid unto the said Kingsmill Manley Power, his Executors, Administrators, or Assigns, the said Sum of One thousand Pounds, the full Consideration Money agreed to be given for the absolute Purchase of the Fee Simple and Inheritance of the said Hereditaments, Rights, and Premises; and that in the meantime, and until such Purchase Money shall be paid, the said Parties hereto of the Second Part hereby agree to pay Interest upon such Purchase Money of One thousand Pounds at the Rate of Four Pounds and Ten Shillings per Centum per Annum from the Second Day of February last up to the Day of the Completion of the Purchase, free of all Deductions whatsoever except Property Tax and the Proportion of the Land Tax, they the said Parties hereto of the Second Part having entered into Possession and Receipt of the Rents, Issues, and Profits of the said Hereditaments and Premises hereby agreed to be sold on the said Second Day of February last; and it is hereby also agreed, that the said Parties hereto of the Second Part shall be considered as having entered into the Possession of the said Market House and Manor, Pound, Hereditaments, and Premises, and the Receipt of the said Market Tolls, from the Second Day of February last; and it is hereby mutually agreed and declared, by and between the said Parties hereto, that the said Kingsmill Manley Power shall and will allow the said Purchase Money or Sum of One thousand Pounds to remain unpaid, if the said Parties hereto of the Second Part so desire it, until the Twenty-fifth Day of March One thousand eight hundred and sixty-six, they the said Parties hereto of the Second Part paying to him the Sum of Forty-five Pounds per Year (less

Property

Property Tax), being Interest as aforesaid after the Rate of Four Pounds Ten Shillings per Centum per Annum on the said Sum of One thousand Pounds, commencing from the Second Day of February last, by Two equal half-yearly Payments, the first Payment to be made on the Second Day of August One thousand eight hundred and sixty-four; nevertheless the said Parties hereto of the Second Part are to have the Option, if they see fit, at any intermediate Day, of calling for a Settlement of the said Purchase, and paying the said One thousand Pounds Consideration Money, they at the same Time paying up any Interest that may be then due, which in that Case is to be only chargeable to the Day of Settlement; and it is hereby agreed between the said Parties hereto that no Question shall arise or Objection be taken to the Title of the said Kingsmill Manley Power for or by reason or on account of a Fee Farm Rentcharge of Twenty-four Pounds Fourteen Shillings and Threepence, and an Annuity of Four hundred Pounds, both originally charged upon and payable out of the Real Estate of the said Marquis of Bath in Herefordshire, and subsequently by Agreement between the Marquis and the Purchasers of his Estates in Ross, Herefordshire, charged, as regards the Rentcharge of Twenty-four Pounds Fourteen Shillings and Threepence, exclusively upon the Chase Mill Estate, and as regards the Annuity of Four hundred Pounds per Annum on the Weobley Estate of the Marquis, exclusively of the other Estates, or an annual Payment of Two Pounds Sixteen Shillings and Fourpence payable to Hatter's Lane Charity, or for or by reason of any other Matter or Thing which may appear by the Recitals or otherwise in the before-mentioned Conveyance Deeds of the Twenty-third and Twenty-fourth of March One thousand eight hundred and eighteen; nor shall the said Kingsmill Manley Power be called upon or required to produce any Deeds or Documents mentioned or referred to in the before-mentioned Indentures of the Twenty-third and Twenty-fourth of March One thousand eight hundred and eighteen; nor shall the Notice of the Two several Indemnity Deeds, bearing Date the Eighth of July One thousand eight hundred and one and Fourth of September One thousand eight hundred and fifteen, referred to in such Indentures, in any way affect the Sale or be required to be produced to the said Parties hereto of the Second Part, or any way affect this Agreement and all Deeds relating to the Property hereby agreed to be sold and to other Property of the said Kingsmill Manley Power, to be retained by the said Kingsmill Manley Power, and covenanted to be produced in the usual Manner; and, lastly, it is hereby agreed between the said Parties hereto that if any Questions or Difficulty shall arise upon the Title to the Hereditaments hereby agreed to be sold which the Vendor shall be unable or unwilling to remove or satisfy the Purchasers upon, it shall be lawful for the said Kingsmill Manley Power, upon giving to the said Parties hereto of the Second Part Six Days Notice in Writing to that Effect, to rescind and abandon the Contract hereby created. As witness the Hands of the said Parties.

(Signed) K. Manley Power.
Henry R. Lückes.
Benjamin Brunsdon.
Thomas Blake.
Joseph. Turnock.
H. T. Bussell.

SCHEDULE (C.)

ARTICLES OF AGREEMENT made and entered into this Thirty-first Day of the Month of December in the Year of our Lord One thousand eight hundred and sixty-two between William Powell Hooper of the Town of Ross in the County of Hereford, Gentleman, (Clerk to the Commissioners herein-after mentioned,) of the First Part, William Bliss of the same Town, Accountant, (Treasurer to the said Commissioners,) of the Second Part, Benjamin Brunsdon, Grocer, Henry Southall, Mercer, William Blake, Ironmonger, Thomas Donne, Draper, Daniel Fisher Collins, Grocer, and John Ward, Builder, all of the Town of Ross aforesaid, being Six of the Commissioners duly appointed under the Act of Parliament for paving, cleansing, lighting, draining, watching, and otherwise improving the said Town of Ross, and also being the Committee duly appointed by such Commissioners for the Management of the Ross Gasworks, and of the Gas Matters generally in the said Town,) on behalf of themselves and the other Commissioners acting under the said Act of Parliament, and herein-after designated as "the Commissioners," of the Third Part, and James Harris of Hanwell in the County of Middlesex, Civil Engineer, of the Fourth Part.

Whereas at a Meeting of the aforesaid Commissioners held at the Vestry Room, Ross Church, on Tuesday the Twenty-second Day of July last, being the usual Place of Meeting, "it was resolved that the present Gas Committee " be requested to meet and arrange with their Solicitor to prepare an " Advertisement offering the present Gasworks for Sale, inviting Tenders " for the Purchase thereof, at the same Time not pledging the Commissioners " to accept the highest or any Tender; and in arranging the Conditions on " which the proposed Sale should be effected to fix the maximum Price that " Consumers shall pay for Gas, and the Price for public Lamps, and reserving " the Power of the Commissioners to grant Licence to any Persons that they " may think proper to lay down further Mains, if the Price and Conditions " are not complied with:" And whereas in pursuance of the said Resolution of the said Commissioners a public Advertisement was issued accordingly in the following Form; that is to say,

" TO GAS ENGINEERS AND OTHERS.

" GASWORKS FOR SALE, ROSS, HEREFORDSHIRE.

" The Town Commissioners are prepared to receive Tenders for the above " from Persons with sufficient Capital and Qualifications for improving and " carrying on the Works, addressed to William Powell Hooper, Esquire, Clerk

" to

" to the Commissioners, on or before the First Day of October next. Parties " so tendering are to state—

" First, the Amount they are willing to pay for the present Works, with " the Ground and Buildings thereupon, Mains, Meters, and other " Apparatus, with the Power of extending the same:

" Second, the Rate at per Thousand Cubic Feet at which they will supply " the Consumers:

" Third, the Price per Annum for public or Street Lights:

" Fourth, the Density or Specific Gravity of the Gas:

" And lastly, whether it is the Intention of the Applicant to erect entirely " new Works outside the Town, or only to enlarge the present Works, " so as in either Case to give a good Supply of Gas for the increasing " Wants of the Town.

" Further Particulars may be obtained at the Works. The Commissioners " do not pledge themselves to accept any Tender.

" Ross, September 1st, 1862."

And the Result was that Four Tenders were sent into the said William Powell Hooper from the said James Harris and Three other Persons, the One from the said James Harris being in the Words following; (that is to say,)

" Hanwell, Middlesex,
" 30th September 1862.

" Ross Gasworks.

" Gentlemen,

" I have seen your Advertisement in the 'Engineer' and other Papers " offering the above Works for Sale, and beg to state that I have sufficient " Capital and other Qualifications necessary for improving and carrying on " the Works, in entire Accordance with the Wishes of the Commissioners; " and,

" Firstly, I am willing to pay 2,025*l.* (Two thousand and twenty-five " Pounds) as Purchase Money for the Works:

" Secondly, to supply the Consumers with Gas at Five Shillings per " Thousand Cubic Feet:

" Thirdly, to supply the public or Street Lights at Five Shillings per " Thousand Cubic Feet, which Price shall include both lighting and " turning off; and to ensure Justice on all Sides, Two of the public " Lights may have each a small Meter, one under the Care of the Com- " missioners, the other under the Care of the Proprietors of the Gasworks, " and the Average of the Two to be taken as the Quantity consumed " per Hour by all the other public Lights; the Time for lighting " and turning off to be determined by the Commissioners or their " Representatives:

" Fourthly, with respect to the Quality of the Gas, I would observe that " the Works are not now in a Condition for effecting any reliable Test,

" and

" and would therefore respectfully suggest that the Proprietor should, " with all reasonable Despatch, put the Works in thorough working " Order, and that the Commissioners then employ a competent Person to " test the Gas in the Presence of the Commissioners or some Members " of the Board, who would by that Means become acquainted with the " Process, and afterwards be enabled themselves to judge pretty nearly " as to whether the Town was being fairly dealt with or not:

" Lastly, provided a convenient Site could be procured, at moderate Cost, " so near the Railway Station as to allow of unloading from the Trucks, " either by a 'Shoot' or by a short 'Barrow-run,' in such Case I should " erect Works at least for generating and purifying the Gas on such " Site; but if such a Situation could not be procured I should then pull " down the old and build new Works, with all the latest Improvements, " on the present Site.

" The Commissioners are no doubt aware that the letting of Gasworks for " a Term of Years is very general at the present Day; and should the Board " consider such a Course preferable to that of selling the Works, I should be " most happy to become their Tenant, the other Conditions remaining as " before specified.

" I am, Gentlemen,

" Your most obedient Servant,

" JAMES HARRIS."

" To the Town Commissioners,
" Ross, Herefordshire."

And whereas at another Meeting of the said Commissioners held at the same Place as the said former one on Tuesday the Seventh Day of October last the following further Entry appears on the said Minute Book of Proceedings:—

" The Clerk reported that the Advertisement ordered had been published, " and the Result was that Four Tenders had been sent in to him, sealed, " which he produced to the Meeting unopened, when, after they had been " opened and read by the Chairman,—such Four Tenders being from " Mr. Horatio Brothers, Pimlico, Mr. J. E. Clift of Birmingham, Mr. James " Harris of Hanwell, and Mr. Orlando Shellard of Hereford,—it was " resolved unanimously,—

" 'That the whole Question of the Gasworks be adjourned until that Day " 'Fortnight, in order to give those who had tendered for the Purchase of " 'the Works an Opportunity of also giving an Offer for taking the Works " 'on Lease, instead of purchasing, if the Commissioners should determine on " 'adopting that Course.'

" And the Clerk was ordered to send Copies of the Minute to the above " Four Gentlemen."

And whereas the said William Powell Hooper addressed Letters to the said Four Parties mentioned in the aforesaid last herein-before written Resolution, agreeably to the Directions therein contained, and the again Result was that Four further Tenders were sent in to the said William Powell Hooper by the said same Four Parties, the One from the said James Harris being in the Words following; (that is to say,)

" Hanwell,

" Hanwell, Middlesex,
" 20th October 1862.

" Ross Gasworks.

" Gentlemen,

" With reference to your Communication of the Seventh instant, in " which you afford to those who have tendered for the Purchase of the above " Works an Opportunity of also making an Offer for the Works on Lease " instead of purchasing, I would observe that, before tendering for the " Purchase of the Works, I had well considered my own peculiar Advantages, " as that of being practically acquainted with all the Details of such Works, " and the best Market for procuring the necessary new Apparatus, as well as " that of being so connected as always to command a Supply of Coals at the " minimum Cost; and, taking all these Advantages into account, the Sum of " 2,000*l.* appeared to me the outside Amount that I was justified in offering, " especially when the proposed Reduction in the Price of the Gas to Con- " sumers was taken into account. In addition to the Purchase Money, I " calculated upon a very large Outlay in perfecting the Works, and as I could " not think of patching up or making Alterations on the 'that will just do " for my Time' Principle, which would neither be satisfactory to the Com- " missioners or myself, but which is well known to be the Practice under " short Holdings, I could not offer more than that of 5*l.* per Cent. Interest " on my former Tender, or about 105*l.* per Annum, the other Conditions " remaining as in that Tender.

" I am, Gentlemen,
" Your most obedient Servant,
" James Harris."

" To the Town Commissioners,
" Ross, Herefordshire."

And whereas at another Meeting of the said Commissioners held at the same Place as the said former Meetings on Tuesday the Twenty-first Day of October last, after the Clerk had read the Minute of the last Meeting, he then produced Four sealed Tenders which he had received, and which turned out, on the Chairman reading same over to the Meeting, to be from the same Four Gentlemen that tendered at the last Meeting, such Tenders having been sent in to the Clerk in consequence of the Copies of the Resolutions which he had sent in to them in pursuance of the Order at the last Meeting, and the whole Subject having been fully discussed, and the Drafts of the Mortgage to Mr. William Dew, his Reconveyance, and the Mortgage to Miss Smyth, had been produced and partly read to the Meeting by the Clerk, with reference to the Title of the Commissioners to sell, the Clerk was ordered to communicate with Messrs. Brothers and Harris, and state that in looking over the Deeds relating to the Gasworks it was doubtful whether they (the Commissioners) had the Power to sell without the Sanction of Parliament, and that as it was intended forthwith to apply for an Act of Parliament to improve the Town, and to incorporate a Clause to sanction the Sale of the Works, and that they be requested to say whether they would be willing to enter into a Contract (conditionally that such Power be obtained), and pay the usual Deposit of Ten Pounds per Centum as a Guarantee of their carrying it out, when the Act was passed,—It was resolved that, in case of a Sale being

effected, no Terms short of Cash down could be accepted by the Commissioners, they not being in a Position to accept any others; that the Meeting be adjourned for a Fortnight to receive their Answers; and that the Clerk do inform Mr. Cleft of the Rejection of his and another Tender, and the Selection of Two to decide from; and whereas the said William Powell Hooper did send Copies of the aforesaid last written Resolutions to the said Horatio Brothers and James Harris, and the Result was the Receipt alone from the said James Harris of the further Tender in the Words following; (that is to say,)

" Hanwell, Middlesex,
" 3d November 1862.

" ROSS GASWORKS.

" Sir,

" With reference to your Favour of the 22nd ultimo, I beg to state that " in the event of my Tender for the above Works being accepted, I am willing " to pay down 10 per Cent. as a Guarantee, in accordance with your Con- " ditions, and to pay 5 per Cent. Interest per Annum on the Remainder of the " Amount until such Time as the Commissioners are prepared to complete the " Conveyance, and then to pay the Remainder of the Purchase Money. I am " also prepared to enter on the Works at Christmas next, or at any other Time " that may be determined on by the Commissioners, and to meet their Wishes " in any other Way in my Power It is not unusual, I believe, for Compe- " titors in Matters of Importance to furnish some Data as to their Qualifications " and Moral Standing, I beg, therefore, to enclose my Certificate of Qualifica- " tion as a Surveyor under the Metropolitan Buildings Act, and together with " Two Testimonials, one by the Middlesex Magistrates, accompanied by a Note " from Sir Alexander Spearman, the other by Messrs. Grissell, given at the " Time of my being a Candidate for the District Surveyorship of the City of " London.

" I am, Sir,
" Your most obedient Servant,
" JAMES HARRIS."

" William Powell Hooper, Esq.,
" Clerk to the Town Commissioners."

And whereas at another Meeting of the said Commissioners held on the Fourth Day of November at the same Place as the said former Meetings " the Clerk reported that he had attended to the Gasworks Business, as " ordered at the last Meeting, and he produced a sealed Tender, which was " opened by the Chairman and read; it turned out to be from Mr. James " Harris; the Clerk stated that he had received no other. It was then " resolved that the Offer of Mr. Harris be accepted, subject to his complying " with the Terms to be introduced in the Agreement to be prepared by " Mr. Hooper as the Town Solicitor, and submitted to Mr. Minett, the Solicitor " of Mr. Harris, named by him. It was also agreed with Mr. Harris, who was " present at the Meeting, that on the First Day of January next Possession " was to be given him, and that the Mains and everything relating to Gas was

" to

" to be the Property of Mr. Harris, save certain private Meters, the Lamp " Posts and Lamps, and certain Stock and Moveables named by the Meeting; " and also, that if he ever wished to sell his Works, &c., he should first give " the Refusal to purchase to the Commissioners; all which and other Matters " was to be inserted in the Agreement, and which were partly gone into and " discussed:" And whereas, in pursuance of the above-mentioned Advertisement, Tenders, Minutes, and other Agreements and Arrangements, the said James Harris has this Day paid down to the said William Bliss the Sum of Two hundred and two Pounds Ten Shillings (by way of Deposit as aforesaid), and in part Payment of the said Purchase Money or Sum of Two thousand and twenty-five Pounds. And in consideration thereof, and of the Sum of One thousand eight hundred and twenty-two Pounds Ten Shillings, the Balance of such aforesaid Purchase Money, with the Interest thereon, to be paid at the Time herein-after mentioned, these Presents witness, and it is hereby declared and agreed, and the said Commissioners do, for themselves and their Successors, and the said William Powell Hooper, by the Direction of the said Commissioners, doth for himself and his Heirs, hereby contract and agree to sell, and the said James Harris doth hereby for himself, his Heirs, Executors, and Administrators, agree to purchase, all those Cottages, Buildings, Gasworks, Land, Yards, Outlets, Hereditaments, and Premises of the said Commissioners situate, lying, and being in and adjoining Kyrle Street in the said Town of Ross, and mentioned and set forth in the Ground Plan thereof drawn on the Eighth Page of these Presents, together with the Gas Holders, Retorts, Fixtures, and other Implements and Utensils in and upon the said Premises, and also all and singular the Mains and Pipes connected with or relating to the supplying of Gas within the Town or Parish of Ross, together with all the Powers of the Commissioners for the Time being of laying down Mains and Pipes, and of breaking up the Streets and other Places within the Limits of the said Act for that Purpose, or for the Purpose of taking the same up, and repairing or renewing the same, as shall be necessary and requisite; and it is further agreed that the said William Powell Hooper shall and will, within Thirty Days from the Date hereof, at the Expense of the said Commissioners, make out and deliver unto the said James Harris, or his Solicitor Mr. Minett, an Abstract of Title to the said Gasworks and Premises (such Abstract of Title to commence as the main Portion of the said Gasworks and Premises), with an Indenture or Deed of Conveyance and Assignment bearing Date the First Day of March One thousand eight hundred and fifty-three, and made between Samuel Wall (therein described) of the First Part, William Jones, James Griffiths, Henry Waits, George Pearson, and Joseph Hicks (Five of the Commissioners aforesaid), of the Second Part, and William Dew (therein described) of the Third Part; and as to the other Part of the said Gasworks and Premises, with an Indenture or Deed of Conveyance bearing Date the Twenty-fourth Day of June One thousand eight hundred and fifty-nine, and made between Thomas Whittlesey Purchas (therein described) of the one Part, and the said William Powell Hooper of the other Part; and as to the remaining of the said Gasworks and Premises, with an Indenture or Deed of Conveyance bearing Date the Eighteenth Day of July One thousand eight hundred and fifty-nine, and made between the said Thomas Whittlesey Purchas of the one Part, and the said William Powell Hooper of the other Part; and the said James Harris shall accept such respective Indentures or Deeds of Conveyance as good

Roots

Roots of Title to the Property thereby respectively conveyed and assigned, and all Recitals and Statements therein contained shall be deemed and taken as authentic Evidence of the Facts therein recited or stated, without further Proof; and the said James Harris shall not require any other or earlier Titles, although all the old Deeds in the Possession of the said Commissioners will be given up to him, nor make any Objection or Requisition as to the earlier Titles, any Reference thereto or Recital or Notice thereof in the said Indentures or in any subsequent Instrument notwithstanding; the several Titles, as deduced by the said Abstract, shall be considered as absolutely approved of by the said James Harris, as well the Premises and Effects to be taken to under such Titles, unless some reasonable Objection be made thereto in Writing, and delivered to the Vendors Solicitor, Mr. Hooper, within Thirty Days from the actual Delivery of the said Abstract, and upon the Expiration of such last-mentioned Time (and in this respect Time shall be deemed of the Essence of the Contract) the Titles shall be approved of and accepted by the said James Harris, subject to such Objections and Requisitions only; and also that they the said Commissioners shall, in the Session of Parliament to be held in the Year One thousand eight hundred and sixty-four, apply for and if possible obtain an Act of Parliament for, amongst other things, confirming this Sale, and giving the said Commissioners, or the Commissioners to be appointed and acting under such new Act of Parliament, Power to convey to the said James Harris, his Heirs, Executors, Administrators, and Assigns, the said Gasworks and Premises the Subject of this Agreement; and also that they the said Commissioners will authorize or permit the said James Harris, his Heirs, Executors, Administrators, or Assigns, Owner or Owners for the Time being of the said Gasworks, Mains, and Pipes, to break up the Streets or other public Places within the Limits of the said Act or of the said new Act so to be obtained as aforesaid for the Purpose of laying down Mains or Pipes for the Conveyance or Supply of Gas; it being the Spirit and Intention of this Agreement that the said James Harris, his Heirs, Executors, Administrators, or Assigns, Owners for the Time being of the said Gasworks, Mains, and Pipes, shall have the Right to supply Gas within the Limits of the said Acts respectively, and to use his and their Works, Mains, and Pipes for that Purpose; and also that the said Commissioners, the said William Powell Hooper (who is the Trustee of the said Gasworks and Premises for and on behalf of the said Commissioners), or his Heirs, and all other necessary Parties, after the said Commissioners shall have obtained such Act of Parliament as aforesaid, at the Costs, Charges, and Expenses of the said James Harris, his Heirs or Assigns, by such Conveyances and Assurances in the Law as the said James Harris, his Heirs or Assigns, or his or their Counsel in the Law, shall be advised or required, the same having been previously and at their Expense perused and approved of by the said William Powell Hooper as Solicitor of the said Commissioners in the usual Way, and the Execution thereof by all the necessary conveying Parties being obtained at the Expense of the said Commissioners, well and sufficiently grant, re-lease, convey, or otherwise assure all and singular the said Gasworks, Lands, Hereditaments, and Premises, with the Appurtenances, and the Fee Simple and Inheritance thereof; and at the like Expense of the said James Harris, the said Gas Committee or their Successors shall and will transfer all the said Gas Holders, Retorts, Fixtures, and other Implements and Utensils, Mains, and

and Pipes as aforesaid unto and to the Use of the said James Harris, his Heirs, Executors, Administrators, or Assigns, or to whom he or they shall direct or appoint, in consideration whereof the said James Harris doth hereby agree with the Commissioners that he, the said James Harris, his Heirs, Executors, Administrators, or Assigns, will, until the said Purchase be completed, pay Interest after the Rate of Five Pounds per Centum per Annum half-yearly, to commence from the First Day of January next, on the Sum of One thousand eight hundred and twenty-two Pounds Ten Shillings, the Balance of the said Purchase Money, to the Treasurer for the Time being of the said Town Commissioners, until his Purchase is completed, and on the Execution of such Conveyances or Assurances and Transfer as aforesaid pay or cause to be paid unto the said Commissioners or their Treasurer for the Time being, or otherwise as they shall direct, and in accordance with the Provisions of the said Act of Parliament so to be obtained as aforesaid, the said Sum of One thousand eight hundred and twenty-two Pounds Ten Shillings, which, with the said Sum of Two hundred and two Pounds Ten Shillings so as aforesaid already paid to the said William Bliss as aforesaid, is, with the Interest to be paid by the said James Harris, the full Consideration Money agreed to be given for the absolute Purchase of the Fee Simple and Inheritance of the said Premises, and the said Gas Holders, Retorts, Fixtures, and other Implements and Utensils as aforesaid, and thereon, and therein, and the Powers hereby agreed to be given to the said James Harris, his Executors, Administrators, and Assigns; it being understood that the Time for the Completion of the said Purchase shall be on the Expiration of One Calendar Month after the proposed Act of Parliament for improving the said Town of Ross, and extending the Limits of the Borough, and other Purposes to be therein named, shall have received the Royal Assent; and the said James Harris doth hereby covenant and agree to and with the said Gas Committee and their Successors that he will, to the Satisfaction of the Surveyor for the Time being of the said Town Commissioners, supply the Gas now required or which may hereafter be required at the Price named in his aforesaid several Tenders, the same to be applicable both as well to the Supply of Gas to the public as the private Lamps and Lights, and the Times of lighting during the Year, and the Hours of turning on and turning off, to be fixed by their said Surveyor, or, nevertheless, every Consumer of Gas to be at liberty to supply and fix his own Fittings, other than the Supply Pipe from the Main to the Meter, and the Meters which are to be supplied and fixed by the said James Harris at the Expense of each Consumer, and that he the said James Harris shall and will, at any Time after the said new Act of Parliament shall have been obtained, at his own Expense, lay down new Mains wherever required by the said Commissioners or their said Surveyor, or whenever he shall himself think fit so to do, in the present and future Streets and Thoroughfares of the said Town, and as shall be necessary to supply all the Gas Lamps or Lights now erected or hereafter to be erected either by the said Commissioners or any private Individuals or public Companies with sufficient Light during the Time of Year the same shall be required; and in case of Dispute as to whether any Mains required by the said Surveyor are necessary, the same shall be referred to a Gas Engineer, to be fixed on by the said Commissioners, whose Decision thereon shall be final; and that all the Clauses as to Non-contami-

nation of Waters and the Escape of Gas, and other Matters contained in the present Ross Improvement Act as to Gas, or any Clauses that may be contained in the said Act so as aforesaid intended to be applied to Parliament for, shall be binding and conclusive on him the said James Harris in every way as if actually inserted in this Agreement; and that he the said James Harris shall enter into a Bond to the said Commissioners or their Treasurer for the Time being, and at their Expense, for the due Performance of the aforesaid Conditions; and the said Commissioners do hereby, for themselves and their Successors, covenant and agree with the said James Harris, his Executors, Administrators, and Assigns, to pay quarterly to the said James Harris, his Heirs, Executors, Administrators, or Assigns, out of the Rates for such Supply of Gas for the Public Lamps at the Rate herein-before mentioned, and will give him all Facilities in their Power for carrying out the aforesaid Works, lighting, laying of Mains and Pipes, and otherwise necessary thereto, and also to pay to him and them by quarterly Payments as aforesaid the annual Sum of Two Shillings for every public Lamp within the said Limits as a Remuneration for keeping such Lamps properly and efficiently cleansed; in consideration whereof the said James Harris, for himself, his Heirs, Executors, and Administrators, doth hereby further covenant, promise, and agree with and to the said Commissioners and their Successors that he and they shall and will keep all such public Lamps properly and efficiently cleansed; and the said James Harris doth hereby, for himself, his Heirs, Executors, and Administrators, further covenant with the said Commissioners and their Successors that should he or they at any Time feel disposed to sell the said Gasworks, Plant, and Apparatus, Mains and Pipes, as the same shall then be constituted, the same shall be first offered by him for Sale to the said Commissioners or their Successors at a Valuation to be made in manner hereinafter mentioned; and if the said Commissioners shall determine to purchase the same, the Amount of Purchase Money shall be paid to the said James Harris, his Executors or Administrators, on the First Day of January or the First Day of July next following the Offer of the said Works to the said Commissioners, and their Determination to purchase the same, and shall bear Interest from such Day until the Day of the actual Completion of the Purchase and the Payment of the Purchase Money at the Rate of Five Pounds per Centum per Annum, and that such Offer shall be made in Writing, and shall be addressed to the Clerk to the said Commissioners for the Time being; and if the said Commissioners shall not signify in Writing their Determination to purchase within Three Calendar Months, they shall be considered as having declined to purchase the same; and it is hereby also agreed that the Time from this Day for lighting the Town with Gas by the same James Harris is to extend to a Period of Twenty-one Years; provided always, and it is hereby declared, that if the said Commissioners shall not, during the Sessions of One thousand eight hundred and sixty-four, One thousand eight hundred and sixty-five, or One thousand eight hundred and sixty-six, obtain a new Act of Parliament for confirming this Agreement and otherwise as herein-before is mentioned, this Agreement shall, at the Option of the said James Harris, his Heirs, Executors, Administrators, or Assigns, to be signified by him in Writing to the Clerk to the said Commissioners on or before the First Day of October One thousand eight hundred and sixty-six, be at an end on the Thirty-first Day of October One thousand eight hundred and sixty-six,

and

and thereupon the said Commissioners shall repay to the said James Harris, his Executors or Administrators, the said Sum of Two hundred and two Pounds Ten Shillings; provided always, and it is hereby declared, that all Valuations herein provided for, and all Disputes (if any) as to the Strength or Purity of the Gas to be supplied, and all other Disputes or Differences arising out of this Agreement, shall, if required by the said Commissioners or their Successors, or by the said James Harris, his Heirs, Executors, Administrators, or Assigns, be referred respectively by and to Two different Persons, one to be named by the said Commissioners or their Successors, and the other by the said James Harris, his Heirs, Executors, Administrators, or Assigns, and in case of a Difference between such Valuers or Referees then by an Umpire to be appointed by such Valuers or Referees previously to their entering on the Matter referred to them; and if either Party, after Seven Days Notice from the other Party or their or his Valuer or Arbitrator, shall refuse or neglect to appoint a Valuer or Arbitrator on their or his Part, or if either of such Valuers or Arbitrators shall refuse or neglect to meet the other, or to join in the Appointment of an Umpire, after Five Days Notice in Writing from such other Valuer or Arbitrator, the Valuation or Award may be made ex parte, or, as the Case may be, the Appointment of an Umpire may be made by such other Valuer or Arbitrator alone; and the Valuation or Award of such Arbitrator or Umpire, as the Case may be, shall be binding in all respects upon the Party who or whose Valuer or Arbitrator shall so make default; and in the event of its being necessary to refer any Question to Valuation or Arbitration, the Valuers, Arbitrators, sole Valuer or Arbitrator, or Umpire, as the Case may be, shall have Power to declare within what Time their or his Valuation or Award shall be made, or to extend from Time to Time the Time for making any such Valuation or Award; that the said Parties, and all Persons claiming by, from, through, or under them respectively, shall, if required by the said Valuers, Arbitrators, sole Valuer, Arbitrator, or Umpire, attend personally before them or him, and submit to be examined relative to the Matters or Things referred to Valuation or Arbitration, and produce to and deposit with the said Valuers or Arbitrators, sole Valuer or Arbitrator, or Umpire, all Deeds, Letters, Papers, Writings, and Evidence relative to the Subject Matter of any Valuation, or to the Matters in dispute in their or his Possession, and to all other Things which the Valuer or Arbitrators, or Umpire, shall require; that the Expenses of the Valuation or Arbitration, including the Compensation to be made to the Valuers, Arbitrators, or Umpire, for their Trouble, and the Fees and Compensation to be made to any Engineer, Accountants, or other Persons who may be called in or examined, shall be in the Discretion of the said Valuers or Arbitrators, sole Valuer or Arbitrator, or Umpire, as the Case may be, who shall direct by whom and to whom and in what Manner the same shall be paid, and who shall be at liberty, if they or he shall see fit, to direct that any of such Costs and Expenses shall be charged and allowed as between Attorney and Client, and not as between Party and Party; that any Reference to Arbitration under or by virtue of these Presents may be made a Rule of any of Her Majesty's Courts at Westminster, according to the Statute in that Case made and provided, if such Court shall so please, and either Party shall be at liberty to apply to any of the said Courts for that Purpose, and to instruct Counsel to consent thereto for the other Party.

In

In witness whereof the said Parties to these Presents have hereunto set their Hands and Seals the Day and Year first above written.

WM. POWELL HOOPER. (L. S.)
WM. BLISS. (L. S.)
BENJAMIN BRUNSDON. (L. S.)
HENRY SOUTHALL. (L. S.)
WILLIAM BLAKE. (L. S.)
THOMAS DONNE. (L. S.)
D. F. COLLINS. (L. S.)
JOHN WARD. (L. S.)
JAMES HARRIS. (L. S.)

Signed, sealed, and delivered by the within-named William Powell Hooper, William Bliss, Benjamin Brunsdon, Henry Southall, William Blake, Thomas Donne, Daniel Fisher Collins, John Ward, and James Harris in the Presence of

HENRY MINETT, Solicitor, Ross.

Received, on the Day of the Date of the within-written Agreement, of and from the within-named James Harris, the Sum of Two hundred and two Pounds and Ten Shillings, being the Amount within mentioned to be by him paid as a Deposit - - £202 10*s.* 0*d.*

WM. BLISS.

Witness,
HENRY MINETT.

SUPPLE-

SUPPLEMENTAL AGREEMENT.

ARTICLES OF AGREEMENT made and entered into the Tenth Day of February One thousand eight hundred and sixty-three between the within-named William Powell Hooper of the First Part, the within-named William Bliss of the Second Part, and the within-named Benjamin Brunsdon, Henry Southall, William Blake, Thomas Donne, Daniel Fisher Collins, and John Ward of the Third Part, and the within-named James Harris of the Fourth Part.

Whereas at a Meeting of the within-mentioned Commissioners, duly convened and held on the Thirteenth Day of January One thousand eight hundred and sixty-three, a Resolution was duly passed that the within-mentioned James Harris be requested to pay the Sum of Seven hundred and ninety-seven Pounds Ten Shillings on further Account of his within-mentioned Purchase Money of Two thousand and twenty-five Pounds: And whereas the said James Harris has consented to make such Payment: Now these Presents witness, that in consideration of the Sum of Seven hundred and ninety-seven Pounds Ten Shillings of lawful English Money to the said William Bliss, as the Treasurer of the said Commissioners, at the Request and by the Direction of the said Parties hereto of the First and Third Parts, paid by the said James Harris, the Receipt and Payment whereof they the said William Bliss and the said Parties hereto of the First and Third Parts do hereby respectively admit and acknowledge, they the said Parties hereto of the First and Third Parts do hereby expressly declare and agree to and with the said James Harris, his Heirs, Executors, and Administrators, (the said Parties hereto of the Third Part so declaring and agreeing, on behalf of themselves and the other Commissioners acting under and in the Execution of the within-mentioned Act of Parliament, and their Successors,) that the said Sum of Seven hundred and ninety-seven Pounds and Ten Shillings is so paid on further Account of the within-mentioned Purchase Money of Two thousand and twenty-five Pounds, and as and by way of further Deposit upon the same Purchase Money; and that all and every the Covenants, Agreements, Clauses, Matters, and Things in the within-written Agreement contained, and applicable to the within-mentioned Sum of Two hundred and two Pounds Ten Shillings, shall be applicable to the said Sum of Seven hundred and ninety-seven Pounds Ten Shillings now paid, in like Manner as if the said Sum of One thousand Pounds, the aggregate Amount of the said Sums of Two hundred and two Pounds Ten Shillings and Seven hundred and ninety-seven Pounds Ten Shillings had been originally paid in lieu of the said Sum of Two hundred and two Pounds Ten Shillings; and in consideration of the Payment of the said Sum of Seven hundred and ninety-seven Pounds Ten Shillings by the said James Harris, they the said Parties hereto of the Third Part, on behalf of themselves and the other Commissioners acting under and

in the Execution of the within-mentioned Act of Parliament, and their Successors, do hereby release and discharge the said James Harris, his Heirs, Executors, and Administrators, from his Covenant or Agreement within contained to pay Interest on the Sum of One thousand eight hundred and twenty-two Pounds Ten Shillings, the Balance of the within-mentioned Purchase Money, so far as the same relates to Seven hundred and ninety-seven Pounds Ten Shillings, Part thereof, and do hereby further expressly declare, that Interest is to be paid by the said James Harris, his Heirs, Executors, or Administrators, upon the Sum of One thousand and twenty-five Pounds, being the Balance of the said Sum of One thousand eight hundred and twenty-two Pounds Ten Shillings, after deducting the said Sum of Seven hundred and ninety-seven Pounds Ten Shillings so as aforesaid now paid by the said James Harris to the said Commissioners only.

In witness whereof the said Parties to these Presents have hereunto set their Hands and Seals the Day and Year first above written.

Wm. Powell Hooper.	(L. S.)	Thomas Donne.	(L. S.)
Wm. Bliss.	(L. S.)	Daniel Fisher Collins.	(L. S.)
Benjamin Brunsdon.	(L. S.)	John Ward.	(L. S.)
William Blake.	(L. S.)	James Harris.	(L. S.)
Henry Southall.	(L. S.)		

Signed, sealed, and delivered by all the Parties, except James Harris, in the Presence of

Fredk. Gordon, Clerk to the said Henry Minett.

Signed, sealed, and delivered by the said James Harris in the Presence of

Henry Minett, Solicitor, Ross.

LONDON:
Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1865.