CHAPTER lxviii.

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An Act to authorise the Southport Birkdale and West Lancashire Water Board to purchase certain waterworks from the Skelmersdale Urban District Council and for other purposes. [26th July 1907.]

WHEREAS the Southport Birkdale and West Lancashire Water Board (hereinafter called "the Board") were by the Southport Water (Transfer) Act 1901 (hereinafter called "the Act of 1901") incorporated with perpetual succession and a common seal to take over the undertaking of the Southport Waterworks Company:

And whereas under the powers of the Act of 1901 the Board have taken over the undertaking of the said company and are now the authority for the supply of water and are supplying water within the limits of supply of the said Act:

And whereas by the Southport Birkdale and West Lancashire Water Board Act 1905 (hereinafter called "the Act of 1905") the Board's limits of supply under the Act of 1901 were extended so as to include the parish of Bickerstaffe and the Board were authorised to sink a well and erect a pumping station in that parish and to purchase certain pipes belonging to the Earl of Derby situate in that parish:

And whereas prior to the passing of the Act of 1905 the Skelmersdale Urban District Council (hereafter called "the council") had under the powers of the Public Health Act 1875 sunk a well and erected a pumping station at Scarth Hill in the Lathom and Burscough Urban District which adjoins the said

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parish of Bickerstaffe and also adjoins the district of the council and were supplying water therefrom in the district of the council and also under an agreement dated the 8th day of March 1895 to the Ormskirk Urban District Council and under an agreement dated the 16th day of June 1902 to the Lathom and Burscough Urban District Council and (under divers agreements terminable at short notice) for use in the said parish of Bickerstaffe part of which water supplied for use in the said parish was and is distributed in the said parish by means of the pipes which by the Act of 1905 the Board were authorised to purchase from the Earl of Derby:

And whereas by section 20 of the Act of 1905 it was provided that if and so long as there should be at any time any deficiency or diminution in the supply of water in or obtainable from the well belonging to the council at Scarth Hill and such deficiency or diminution should be shown to be caused by the pumping by the Board at any time from the pumping station and well called "the Bickerstaffe pumping station" authorised by the section of the Act of 1905 the marginal note whereof is "Power to make waterworks" the Board should with all reasonable speed after receiving a request in writing so to do from the council supply in manner thereinafter mentioned such quantity of water as should be necessary to make good such deficiency or diminution:

And whereas the Board being about to commence the construction of the works authorised by the Act of 1905 entered into negotiation with the council with a view to such an arrangement as should prevent any dispute or difference arising under the said section 20 and have accordingly made an agreement (hereinafter called "the Skelmersdale agreement") to purchase the said well at Scarth Hill and certain other waterworks of the council and therefrom or thereby to supply water in bulk to the council and it is expedient that the Skelmersdale agreement should be confirmed and that the well and waterworks so purchased should be connected with the works of the Board and become part of the undertaking of the Board and that the powers by this Act granted with reference to such purchase should be conferred upon the council:

And whereas it is expedient that the rights and obligations of the council under the above recited agreements with the Ormskirk Urban District Council and the Lathom and Burscough Urban District Council should be transferred to the Board:

And whereas the Board have caused estimates to be prepared for the following purposes and such estimates are as follows:— A.D. 1907.

For all works and conveniences necessary or proper for connecting the well and waterworks purchased under the Skelmersdale agreement with the works of the Board the sum of one thousand seven hundred and thirty-six pounds;

For the improvement of the said well and waterworks the sum of one thousand pounds:

And whereas the works mentioned in such estimates are permanent works and it is expedient that the cost thereof should be spread over a term of years:

And whereas it is expedient that the other provisions in this Act contained should be made:

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the King'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):—

Part I.

Preliminary.

Short and collective titles.

1. This Act may be cited as the Southport Birkdale and West Lancashire Water Board Act 1907 and the Act of 1901 the Act of 1905 and this Act may be cited together as the Southport Birkdale and West Lancashire Water Board Acts 1901 to 1907.

Act divided into Parts.

2. This Act is divided into Parts as follows:—

Part I.—Preliminary.

Part II.—Purchase of the Scarth Hill undertaking.

Part III.—Financial provisions relating to the Board.

Part IV.—Financial provisions relating to the council.

Interpretation.

3. In this Act (save as hereinafter mentioned) the several words and expressions to which meanings are assigned by the Act of 1901 have the same respective meanings unless there be something in the subject or context repugnant to such construction And in this Act—

"The Act of 1901" means the Southport Water (Transfer) Act 1901;

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"The Act of 1905" means the Southport Birkdale and West Lancashire Water Board Act 1905;

"The undertaking of the Board" means and includes the whole of the undertaking of the Board;

"The council" means the Skelmersdale Urban District Council;

"The Skelmersdale agreement" means the agreement dated the 21st day of August 1906 and made between the council and the Board which is set forth in the First Schedule to this Act;

"The Scarth Hill undertaking" means the well waterworks lands buildings mains plant and apparatus belonging to the council situate in the parish of Lathom in the urban district of Lathom and Burscough.

PART II.

PURCHASE OF THE SCARTH HILL UNDERTAKING.

Confirmation of agreement.

4. The Skelmersdale agreement is hereby confirmed and made binding upon the council and the Board and shall be carried into effect as if it formed part of this Act and if any provision of the Skelmersdale agreement is inconsistent with any provision of this Act the provisions of the Skelmersdale agreement shall prevail.

Scarth Hill undertaking to vest in Board and to be part of Board's undertaking.

5. As from the date of the completion of the conveyance of the Scarth Hill undertaking to the Board under the Skelmersdale agreement (hereinafter called "the date of transfer") the Scarth Hill undertaking shall cease to form part of the water undertaking of the council and shall form part of the undertaking of the Board and shall vest in the Board freed from all mortgage or other debts of the council but subject to the lease agreements and contracts mentioned in the Skelmersdale agreement or in the next succeeding section and the Board may use the water collected diverted and impounded by means of the Scarth Hill undertaking for the purpose of supplying water to the council pursuant to the Skelmersdale agreement and subject thereto for the purpose of supplying water under the Act of 1901 the Act of 1905 and this Act Provided that the Board shall not on the average in any year take for the purposes aforesaid any greater quantity of water per day than two hundred and fifty thousand gallons or three hundred thousand gallons in any one day by means of the Scarth Hill undertaking unless authorised so to do by Parliament

Provided further that the Board shall keep all necessary records of the quantity of water pumped at Scarth Hill and any local authority body or person interested therein may at all reasonable times inspect such records.

Contracts relating to Scarth Hill undertaking binding on Board.

6.—(1) The agreement dated the eighth day of March 1895 and made between the council and the Ormskirk Urban District Council and the agreement dated the sixteenth day of June 1902 and made between the council and the Lathom and Burscough Urban District Council set forth in the Second Schedule to this Act are hereby confirmed and shall as from the date of transfer be binding upon the Board and the Ormskirk Urban District Council and the Lathom and Burscough Urban District Council respectively and shall have effect as if the Board had been therein mentioned instead of the council.

(2) All conveyances deeds and other instruments exclusively affecting the Scarth Hill undertaking made before the date of the Skelmersdale agreement (save as to all mortgage or other debts of the council in the last preceding section mentioned) shall as from the date of transfer be as binding and of as full force and effect against or in favour of the Board and may be enforced as fully and as effectually as if instead of the council the Board had been a party thereto.

(3) The Board shall indemnify the council from all actions suits claims or demands whatsoever in respect of the lease agreements contracts and obligations taken over by the Board under the Skelmersdale agreement or this Act.

Application of sections of Act of 1901.

7.—(1) The Board may as from the date of transfer exercise in relation to the Scarth Hill undertaking the powers conferred by section 36 (Power to make subsidiary works) of the Act of 1901 in relation to the works in that section mentioned as if the purposes of this section were among the purposes of the Act of 1901.

(2) The following sections of the Act of 1901 (that is to say):—

Section 39 (Persons under disability may grant easements &c.);

Section 40 (Reservation of water rights &c. on sale); and

Section 52 (Extension of sections 51 54 176 and 303 of Public Health Act 1875 to Board);

shall as from the date of transfer apply mutatis mutandis to and in relation to the Scarth Hill undertaking and to any extension

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thereof and to any works or conveniences necessary or proper for the purpose of connecting the Scarth Hill undertaking with the works of the Board.

(3) For the purposes of section 54 of the Public Health Act 1875 as applied by the Act of 1901 and this Act the limits of supply of the Board for the time being shall be deemed to be the district of the Board Provided that the Board shall not under the powers of the said section 54 lay any pipes or mains through the district of the council for the purpose of conveying water to any part of the limits of supply of the Board except subject to the provisions of sections 28 to 34 of the Waterworks Clauses Act 1847 nor without the reasonable approval of the council and subject to such terms and conditions as the council may reasonably require.

(4) Nothing in this section shall authorise the Board to carry any water mains into through or under any lands of the Lancashire and Yorkshire Railway Company without the consent in writing of that company which consent shall not be unreasonably withheld If any difference arises as to whether any such consent is unreasonably withheld that difference shall be referred to an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

Part III.

Financial Provisions relating to the Board.

Power to borrow.

8.—(1) The Board may in addition to any moneys which they are now authorised to borrow or which they may be authorised to borrow under any public general Act borrow at interest for the purposes undermentioned any sums not exceeding the following sums (that is to say):—

(*a*) For the purchase of the Scarth Hill undertaking and for defraying the costs and expenses incident to such purchase and to the transfer of such undertaking to the Board or otherwise payable under the Skelmersdale agreement the sum requisite for that purpose:

(*b*) For all works and conveniences necessary or proper for connecting the Scarth Hill undertaking with the works of the Board the sum of one thousand seven hundred and thirty-six pounds:

(*c*) For the improvement of the Scarth Hill undertaking the sum of one thousand pounds:

(*d*) To pay the taxed costs of this Act the sum necessary for that purpose.

(2) In order to secure the repayment of the moneys borrowed under this section and the payment of the interest thereon the Board may mortgage or charge the revenue of the undertaking of the Board and the moneys receivable by them from the constituent authorities and all rates and moneys which they are authorised to levy and collect within the districts of the constituent authorities under the powers of the Act of 1901 the Act of 1905 and this Act.

(3) The execution of a mortgage to the council under the Skelmersdale agreement shall be deemed to be a borrowing under the provisions of this section.

(4) Moneys borrowed under this section shall be repaid within the following respective periods from the date of borrowing (that is to say):—

Money borrowed for purposes (*a*) (*b*) and (*c*) within thirty-five years from the time or times of the borrowing:

Money borrowed for purpose (*d*) within five years from the passing of this Act.

The above-mentioned respective periods are hereinafter referred to as "the prescribed periods" and shall be deemed to be the prescribed periods within the meaning of the sections of the Act of 1901 applied by the next succeeding section and such repayment shall be made either by equal yearly or half-yearly instalments of principal or of principal and interest combined or by means of a sinking fund or partly by such instalments and partly by a sinking fund and the payment of the first instalment or the first payment to the sinking fund shall be made within twelve months if by yearly repayments or within six months if by half-yearly repayments from the time of borrowing the sum in respect of which the payment is made.

Financial and other provisions of Act of 1901 to apply.

9. The under-mentioned sections of the Act of 1901 (that is say):—

Section 63 (Mode of raising money);

Section 64 (Provisions of Public Health Act as to mortgages to apply);

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Section 67 (Sinking fund);
Section 68 (Protection of lender from inquiry);
Section 69 (Board not to regard trusts);
Section 70 (Appointment of receiver);
Section 72 (Annual return to Local Government Board);
Section 73 (Application of money borrowed);
Section 74 (Application of moneys arising from sale &c. of land);
Section 75 (Board may issue stock);
Section 76 (Application of water revenue);
Section 79 (Judges not disqualified);
Section 80 (Several sums in one summons);
Section 81 (Authentication and service of notices);
Section 82 (Recovery of penalties); and
Section 84 (Inquiries by Local Government Board);

shall apply and have effect mutatis mutandis to and in relation to the borrowing and other powers by this Part of this Act authorised.

As to re-borrowing.

10.—(1) The Board shall except as hereinafter provided have power to re-borrow for the purposes of paying off any moneys borrowed or re-borrowed under the Act of 1901 the Act of 1905 or this Act which have not been repaid and are intended to be forthwith repaid or in respect of any moneys which have been repaid by the temporary application of funds at the disposal of the Board within twelve months before the re-borrowing and which at the time of the repayment it was intended to re-borrow Provided that the Board shall not have power to re-borrow for the purpose of paying off moneys repaid by instalments or annual payments or discharged by means of a sinking fund or out of moneys derived from the sale of land or out of any capital moneys properly applicable to the purpose of such repayment other than moneys borrowed for that purpose Provided also that any moneys re-borrowed shall be deemed to form the same loan as the moneys for the repayment of which the re-borrowing has been made and shall be repaid within the prescribed period.

(2) Section 71 (Power to re-borrow) of the Act of 1901 and so much of section 33 (Financial and other provisions of Act of 1901 to apply) of the Act of 1905 as relates to the former section are hereby repealed.

Part IV.

Financial Provisions relating to the Council.

As to investment of purchase consideration.

11.—(1) Subject as hereinafter mentioned the council may hold the mortgages granted by the Board as part of the consideration for the sale and purchase of the Scarth Hill undertaking under the Skelmersdale agreement or may sell or dispose of such mortgages and shall immediately invest the proceeds of sale and any sum received by the council upon the redemption of such mortgages and any other capital moneys being part of the consideration for such sale and purchase (until the same shall be applied under the provisions of the next succeeding section of this Act) in statutory securities and may from time to time vary and transpose such investments or sell or dispose of the same or any part thereof for the purposes of the next succeeding section of this Act.

(2) In this section "statutory security" means any security in which trustees are for the time being by or under any Act of Parliament passed or to be passed authorised to invest trust money and any mortgage bond debenture debenture stock stock or other security authorised by or under any Act of Parliament passed or to be passed of any county council or municipal corporation or other local authority as defined by section 34 of the Local Loans Act 1875 but does not include annuities rentcharges or securities transferable by delivery or any securities of the council.

Application of capital moneys.

12. The council shall apply any capital moneys being part of the consideration for the sale and purchase of the Scarth Hill undertaking or being the proceeds of sale of or moneys paid on the redemption of any mortgage granted as part of such consideration or being the proceeds of sale of any investment as in the last preceding section mentioned—

First In repaying any outstanding moneys borrowed by the council for the purposes of their waterworks undertaking as and when such moneys fall due for repayment; and

Secondly To such other purposes to which capital moneys are properly applicable as the Local Government Board may sanction:

Provided that borrowed money discharged by the application of capital moneys under this section shall not be re-borrowed.

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Application of interest on investments of purchase consideration.

13. All moneys received by the council as interest in respect of any mortgages being part of the consideration for the sale and purchase of the Scarth Hill undertaking or in respect of any investments under the section of this Act whereof the marginal note is "As to investment of purchase consideration" and all other moneys not being capital moneys received by the council under the Skelmersdale agreement shall be carried to the district fund of the council.

Separate accounts relating to purchase consideration.

14. The council shall keep separate accounts of capital and income in relation to the consideration for the sale and purchase of the Scarth Hill undertaking until the whole of such consideration shall have been applied under the section of this Act whereof the marginal note is "Application of capital moneys."

Inquiries by Local Government Board.

15.—(1) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in regard to the exercise of any powers conferred upon them or to the giving of any consents under this Part of this Act and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(2) The council shall pay to the Local Government Board any expenses incurred by that Board in relation to any inquiries referred to in this section including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

Costs of Act.

16. The costs charges and expenses preliminary to and of and incidental to preparing and obtaining this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Board out of the revenue of the undertaking or out of moneys borrowed under the powers of this Act.

The SCHEDULES hereinbefore referred to. A.D. 1907.

THE FIRST SCHEDULE.

AGREEMENT made the twenty-first day of August one thousand nine hundred and six between the URBAN DISTRICT COUNCIL OF THE URBAN DISTRICT OF SKELMERSDALE in the palatine county of Lancaster (hereinafter respectively called "the council" and "the district") of the one part and the SOUTHPORT BIRKDALE AND WEST LANCASHIRE WATER BOARD (hereinafter called "the Board") of the other part.

WHEREAS the council subject to the provisions of the Public Health Acts and the Acts in that behalf incorporated therewith have provided the district with a supply of water proper and sufficient for public and private purposes and for those purposes have constructed and maintained waterworks and a well and have done other necessary acts:

And whereas the said well belonging to the council and the water tower tank and pumping and other machinery and waterworks connected therewith are situate at Scarth Hill in the township of Lathom without the district (hereinafter called respectively "Scarth Hill well" and "Scarth Hill works") and are connected with the water distributing mains of the council within the district by means of a supply main situate without the district and within the township aforesaid and terminating at the common boundary of the district and the said township (hereinafter called "Scarth Hill main"):

And whereas the Board were constituted and incorporated by the Southport Water (Transfer) Act 1901 (hereinafter called "the Act of 1901") and by that Act were authorised inter alia to acquire the water undertaking therein mentioned and described and to maintain the same and therefrom to supply water within the limits of supply defined in section 4 (Water limits) thereof and incidental thereto to exercise the financial and other powers in the said Act contained:

And whereas by the Southport Birkdale and West Lancashire Water Board Act 1905 (hereinafter called "the Act of 1905") the limits of supply hereinbefore recited were extended to include the township and parish of Bickerstaffe in the rural district of West Lancashire which township at the passing of the Act of 1905 was and at the date hereof

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is partly supplied with water under the provisions of several agreements dated the fourteenth day of July one thousand eight hundred and ninety-six the twenty-seventh day of April one thousand eight hundred and ninety-eight and the eighteenth day of June one thousand nine hundred and one respectively and all made between the council and the Right Honourable Frederick Arthur Earl of Derby and the Board were also authorised to construct and maintain the pumping station called "the Bickerstaffe pumping station" and other waterworks connected therewith mentioned and described in section 12 (Power to make waterworks) of the Act of 1905:

And whereas for the protection of the Scarth Hill well the council opposed the Bill for the Act of 1905 and consequent thereon section 20 (For protection of urban district council of Skelmersdale) was enacted therein:

And whereas the Board have proposed that for the purposes of their water undertaking the council should sell to them the Scarth Hill well works and main aforesaid and the council on the terms and subject to the conditions and stipulations hereinafter contained and set forth are willing so to do:

Now this agreement witnesseth that for the consideration herein appearing it is hereby mutually agreed by and between the council and the Board for themselves and their respective successors as follows (that is to say):—

1. The council shall sell and the Board shall purchase so much of the waterworks of the council as lies within the township or parish of Lathom without the district as hereinbefore recited comprising—

(*a*) The Scarth Hill well:

(*b*) The Scarth Hill works and lands and buildings appurtenant thereto but subject to the subsisting lease of the cottages thereat with rights of way and drainage demised by the council for the term of seven years from the first day of January one thousand nine hundred and six at the yearly rent of twenty pounds and also to a right of way for Edward James Stanley his heirs and assigns or other the owner or owners for the time being of the property on the easterly side of the said works lands and buildings and his and their lessees tenants agents workmen and servants in common with others with or without horses cattle or other animals carts and carriages over and along the road running from the public highway through part of the said premises to the land on the easterly side of the said works lands and buildings:

(*c*) The Scarth Hill main subject to certain agreements by the council with the Lathom and Burscough Urban District Council and

the Ormskirk Urban District Council for water supplies from the said main to certain premises in the townships of Lathom and Ormskirk respectively.

2. The purchase money to be paid by the Board to the council for the sale and purchase of the aforesaid waterworks of the council shall be the sum of twenty-two thousand five hundred pounds (£22,500) which sum shall be paid to the council in the several amounts and in manner following (that is to say):—

(*a*) Upon the appointed day hereinafter mentioned the Board shall pay to the council the sum of five thousand pounds (£5,000) part of the sum of twenty-two thousand five hundred pounds (£22,500) aforesaid:

(*b*) Upon the appointed day the Board shall execute or issue to the council a mortgage or mortgages for the sum of seventeen thousand five hundred pounds (£17,500) being the balance of the sum of twenty-two thousand five hundred pounds (£22,500) aforesaid and the following provisions shall apply to such mortgage or mortgages (that is to say):—

(i) The said mortgage or mortgages shall bear interest at the rate of three pounds per centum per annum and such interest or the proportionate part thereof as may be due thereon shall until redemption be paid by the Board to the council upon the 1st day of January and the 1st day of July in each year;

(ii) The said mortgage or mortgages shall be granted by the Board under and subject to the powers and provisions in that behalf applicable thereto contained in the Acts of 1901 and 1905 or such other requisite further and additional powers and provisions as shall with the approval of the council (which shall not be unreasonably withheld) be inserted in the Bill mentioned in paragraph 9 of this agreement;

(iii) The said mortgage or mortgages shall be made subject to the conditions that the principal sum secured thereby both as to the payment of the said principal sum or any interest whether outstanding or to accrue due thereon shall rank after the debenture stock mentioned in section 24 (Debenture stock of company to be a charge on undertaking) of the Act of 1901 but pari passu with all other mortgages or stock granted created or issued by the Board under or subject to the powers and provisions in that behalf contained in the Acts of 1901 and 1905 or to be enacted in the Bill aforesaid;

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(iv) The said mortgage or mortgages shall not be redeemable by the Board until the expiration of the period of thirty years next following the appointed day unless the council and the Board shall at any time agree upon any other date of redemption of the whole or of any part thereof prior to the expiration of the said period:

(*c*) In the event of the Board being in default for any reason whatsoever in making the payment or in executing or creating and issuing the mortgage or mortgages mentioned respectively in sub-clauses (*a*) and (*b*) of this clause of this agreement upon the appointed day they shall on demand pay to the council interest on the said sum of twenty-two thousand five hundred pounds (£22,500) at the rate of five pounds per centum per annum from the appointed day until they shall cease to be in default as aforesaid.

3. The council shall up to the appointed day maintain and keep in an efficient state of repair and working order the Scarth Hill well works buildings and main aforesaid but they shall not be considered to warrant the state and condition of any part thereof either as they now are or as they will be at the date of transfer and save as aforesaid the Board shall not raise any question or make any claim in reference to the state or condition thereof by way of reduction in the amount of the payment or other consideration provided by this agreement and the Board shall on the appointed day take over and pay for at cost price all coals or other stores upon the said waterworks upon the appointed day and shall take over all unexpired contracts for the supply of coal or burgy to the Scarth Hill works which may have been entered into by the council in the ordinary course of business.

4. The Board shall after the appointed day retain and continue in their service Robert Morris the waterworks engineer to the council at the date of this agreement if he shall continue and remain in the service of the council as such engineer at the appointed day or unless such engineer shall one month before the appointed day signify in writing to the Board that he is not willing to serve under them and such engineer shall be employed by the Board during good behaviour and so long as he is able willing and competent to perform the duties now performed by him and shall become and remain after the appointed day in the service of the Board on the same basis both as to duties and emoluments as those under which he is now employed by the council.

5.—(*a*) The Board shall upon the transfer to them of the aforesaid waterworks of the council and thereafter in perpetuity supply in bulk to the council and the council shall take from the Board such water

as may at all times be required by the council for providing the district with a supply of water proper and sufficient for public and private purposes including in such purposes all supplies given by the council to traders or manufacturers within the district and for the protection against fire of all property within the district.

(*b*) The supply of water aforesaid shall unless the council otherwise in writing agree be given by the Board from the Scarth Hill well and water tank through the Scarth Hill main in preference to any other supply given by the Board from the said well and works to any part of their limits of supply for the time being and to any other supply in bulk which they may be or become authorised to supply and shall be delivered from the Scarth Hill main into the water main of the council at the common boundary of the district and the said township of Lathom at a pressure and in quantity not less than the aforesaid waterworks of the council are at the date of this agreement capable of giving or affording but if by reason of any circumstances not within the control of the Board such supply cannot be given by them as aforesaid then the Board shall make good any deficiency therein but always subject to the same conditions as to pressure and quantity from the Bickerstaffe pumping station before having recourse to any other wells or waterworks now or at any time belonging to them or under their control.

(*c*) The Board shall also at their own expense for the exclusive purposes of the aforesaid supply in bulk provide erect and at all times efficiently maintain at the point of delivery mentioned in sub-clause (*b*) of this clause to the reasonable approval or satisfaction of the council such water meters and appliances and fittings connected therewith as may be proper and sufficient for accurately measuring and recording automatically the quantity and pressure of the water delivered into the mains of the council and all records of such measurements as well as the said meters and appliances and fittings shall at all reasonable times be open to the observation and inspection of the council or any officer servant or other competent person authorised by them in writing under the hand of their clerk for such purpose and the Board shall if so required in writing by the said clerk deliver to the council copies of all records or measurements as aforesaid.

(*d*) All buildings appliances pipes fittings apparatus and works whatsoever required for disconnecting the existing Scarth Hill main from the distributing main of the council within the district and for the efficient connection of the last-mentioned main with the meters appliances or works of the Board mentioned in sub-clause (*c*) hereof shall be provided and efficiently erected to the reasonable approval and satisfaction of the council by and at the cost of the Board.

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(*e*) The council shall make to the Board for the supply of water under and subject to the provisions of this clause payments in amount and manner following (that is to say):—

(i) For any quantity of water delivered in bulk as aforesaid between the 1st day of January and the 31st day of December in any year at the rate of fourpence (4*d.*) per thousand gallons if the quantity so delivered shall not exceed in the whole seventy-five million (75,000,000) gallons;

(ii) For any quantity of water delivered in bulk in any year as aforesaid in excess of the said quantity of seventy-five million (75,000,000) gallons at the rate of sixpence (6*d.*) per thousand gallons for the said quantity in excess;

(iii) The Board shall duly render to the council within seven days after the 1st day of January and the 1st day of July in each year an account showing the water supplied by them during the previous half year and the sum due to the Board therefor calculated at the rates hereinbefore set forth and the council shall pay to the Board the amount shown thereon within twenty-one days of the receipt thereof unless within seven days of such receipt they shall have questioned the accuracy of the readings or records of the meters and appliances aforesaid in which event the matter in question shall be referred to and determined by the engineer in this clause hereinafter mentioned.

(*f*) If any question or difference shall arise between the council and the Board in respect of any of the provisions of this clause of this agreement the same shall be referred to and determined by a waterworks engineer agreed between the parties or failing agreement appointed by the Local Government Board upon the application in writing of either of them.

(*g*) Notwithstanding anything in this clause contained or any other of the provisions of this agreement the district shall not be deemed to be within the limits of supply of the Board and the Board shall not at any time unless by the express consent of the council in writing seek to be authorised to extend the said limits so as to include the district therein.

(*h*) The Board may if they shall so decide insert a clause in the Bill conferring upon them the right subject to the provisions of the Waterworks Clauses Acts to lay within the district any pipes or mains which may be or become necessary for the purpose of conveying water to any part of the water limits for the time being of the Board but the exercise of such powers by the Board shall in relation to the district be subject to the reasonable approval of the council and to such terms and conditions as they may reasonably require but the Board shall not at any time supply

or seek power to supply water within the district from any pipe or main laid as aforesaid The council shall not seek or obtain any supply of water from any other source so long as a supply is given by the Board under this clause and shall at the request and at the cost of the Board oppose any application which may be made to Parliament or to the Local Government Board to include the district or any part thereof within the area of supply of any company or authority or to authorise the sinking of wells or the taking of waters in or near the district whereby the wells or water supply of the Board may in the opinion of the Board be affected or to authorise the laying of mains through the district for the purpose of supplying any other district.

6.—(i) The council shall continue the supply now afforded by them to consumers in the township of Bickerstaffe on the conditions and subject to the terms of the recited agreements until the Board are in a position to supply the township of Bickerstaffe with water from the Bickerstaffe pumping station provided that the council shall as and when required by the Board give the notice necessary to terminate the said agreements upon the date when the Board are in a position so to supply and the Board may when they are prepared to supply water to Bickerstaffe aforesaid from the Bickerstaffe pumping station but not otherwise disconnect at the common boundary of the district and the parish of Bickerstaffe the pipes or mains whereby the said supply is given from the pipe or main of the council within the district and thereupon all rights powers duties and obligations of the council in reference to the said supply by the council shall absolutely cease and determine subject to the right of the council to obtain payment for water supplied under the provisions in that behalf contained in the said agreements.

(ii) All works requisite or necessary for disconnecting the pipes and mains aforesaid from the pipe or main of the council and for restoring and making good such pipe or main within the district shall be executed by the council as they in their discretion may determine and all costs charges or expenses of or connected therewith incurred by the council including a reasonable charge for superintendence of the work by any person employed or authorised by the council in that behalf shall on demand be paid to the council by the Board.

(iii) All water required by the council for the purpose of the Bickerstaffe supply under the provisions of this clause shall be delivered to the council by the Board in manner provided by this agreement and shall be paid for by the council at the rate of fourpence (4*d.*) per thousand gallons pursuant to the provisions of clause 5 hereof.

7. The council shall within one month after the sealing of this agreement deliver to the solicitor to the Board an abstract of the title of the council to the lands agreed to be sold which title shall commence with the respective conveyances to the council and the Board shall within fifteen days thereafter deliver to the clerk to the council a statement in

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writing of all objections to and requisitions on the title or the said abstract and subject thereto the title is to be deemed accepted and an answer to any objection or requisition is to be replied to in writing within ten days after the delivery thereof and if not so replied to is to be considered satisfactory If the Board should take any objection or make any requisition which the council are unable or unwilling to remove or comply with and should not withdraw the same within ten days after being required so to do the council may by notice in writing delivered to the solicitor to the Board rescind this agreement and this agreement shall thereupon be void and of no effect.

8. In and for the purpose of this agreement the words "the appointed day" shall mean the thirty-first of December one thousand nine hundred and seven or such other day as may be mutually agreed in writing by the parties and provision shall be made in the Bill mentioned in clause 9 hereof that upon such appointed day the waterworks of the council mentioned and described in clause 1 of this agreement shall be transferred from the council to the Board and that thereupon all rights interests powers control duties and obligations of or vested in or imposed upon the council in relation to the said waterworks shall become vested in and imposed upon the Board in place and in lieu of the council.

9.—(i) This agreement is made subject to the sanction of Parliament and the Board shall at their own cost in the session of Parliament 1907 promote a Bill to confirm this agreement (hereinafter called "the Bill") and shall use their best endeavours to obtain the enactment thereof in the said session and the council shall not oppose the Bill but shall as may be reasonably required by the Board but in all things at the cost of the Board as hereinafter provided aid assist and support the Board by information particulars evidence and otherwise in obtaining the passing of the Bill in both Houses of Parliament but before the deposit thereof in the Private Bill Office the Bill shall be submitted to the council for their reasonable approval and if within fifteen days thereafter the council express their disapproval thereof the Board shall not proceed therewith unless such approval be given by the council and until such alterations amendments variations or additions shall be made therein or thereto as the council may in writing reasonably require or as may be settled by arbitration as hereinafter mentioned.

(ii) The Bill shall contain all such provisions as are requisite necessary incident or consequent to give effect to this agreement and to make the same and the several provisions thereof binding upon the parties respectively and to enable each of them to perform and comply effectually with the respective duties and obligations contained or embodied therein or to be inferred reasonably from the several terms conditions and stipulations therein set forth.

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(iii) The Board shall also insert in the Bill and use their best endeavours to procure the enactment therein of such clauses as the council in their discretion may require so as to authorise them to receive hold and apply the consideration whether paid in money or satisfied by way of mortgage and also any sum received by them from the Board whether by way of capital or interest as herein provided and also all such other provisions as may be necessary or expedient for the purpose of giving effect to this agreement Provided always that the same shall not in anywise impose upon the Board any duty or obligation in addition to those which on the part of the Board arise out of or are connected with the express terms conditions and stipulations contained in this agreement.

(iv) If at any time during the consideration of the Bill by Parliament any question arises as to whether any alteration should be made in the Bill or in the draft of the Bill in order to carry out this clause such question shall be referred to Mr. Abel John Ram K.C. or failing him to Mr. George John Talbot and the Board shall make such amendments in the draft or use their best endeavours to secure such amendments in the Bill as such arbitrator may determine to be necessary.

(v) If the Bill shall not pass into law during the next two sessions available for private legislation this agreement shall be void and of no effect.

10. This agreement is subject to the approval of Parliament and to such alterations as may be made by Parliament therein and shall be scheduled to the Bill but in the event of either House of Parliament making any material alteration in this agreement it shall be in the option of either party to withdraw from the same.

11. All costs charges disbursements and expenses to which the council have been or may be put in connection with incidental to or in any way relating to the negotiations for and the preparation and execution of and carrying this agreement into effect whether by way of legal costs charges or expenses or otherwise (and as regards such legal costs and charges as between solicitor and client) and also all costs charges and expenses preliminary to and of and incidental to or connected with the supporting watching and passing of the Bill into an Act necessary to confirm this agreement or of vesting in the Board the aforesaid waterworks of the council including all fees to counsel solicitors agents witnesses and others (and as regards all legal costs as between solicitor and client) shall be borne and paid by the Board or repaid to the council by the Board and all costs charges disbursements and expenses in this clause before mentioned shall be paid or repaid by the Board to the council if from any cause whatsoever this agreement shall not be confirmed or carried into effect.

12. If any question shall arise in reference to the construction of this agreement (other than such questions as are otherwise hereinbefore

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provided for) the same shall be referred to a single arbitrator to be appointed by the Local Government Board and shall be determined pursuant to the provisions of the Arbitration Act 1889.

In witness whereof the council and the Board have caused their common seals to be hereunto affixed the day and year first above written.

The common seal of the council was hereunto affixed by
JOHN PEARCE Presiding Chairman
in the presence of
ALFRED DICKINSON Clerk to the Council.

Seal of the Council.

The common seal of the Board was hereunto affixed in the presence of
THOS. P. GRIFFITHS Chairman
G. F. TRAVIS Member of Sealing Committee
ALLEYNE BROWN Clerk.

Seal of the Board.

THE SECOND SCHEDULE.

ARTICLES OF AGREEMENT made the eighth day of March one thousand eight hundred and ninety-five between the URBAN DISTRICT COUNCIL OF SKELMERSDALE in the county of Lancaster being the urban authority for the said district (hereinafter called "the Skelmersdale Urban Authority") of the one part and the URBAN DISTRICT COUNCIL OF ORMSKIRK in the said county being the urban authority of the last named district (hereinafter called "the Ormskirk Urban Authority") of the other part.

WHEREAS the Skelmersdale Urban Authority supply water within Skelmersdale aforesaid being their district:

And whereas the Ormskirk Urban Authority being in want of a supply of water to that portion of their district called Scarth Hill in Ormskirk and it being inconvenient by reason of their mains being so far distant from Scarth Hill aforesaid to furnish by themselves such supply some time since applied to the Skelmersdale Urban Authority to supply water to them for the benefit of the cottages at Scarth Hill aforesaid and the Skelmersdale Urban Authority have been supplying water for the said cottages under sanction of the Local Government Board for some time past:

And whereas the Skelmersdale Urban Authority have agreed at the request of the Ormskirk Urban Authority to continue such supply on the terms hereinafter appearing on the Ormskirk Urban Authority entering into the agreements hereinafter contained:

Now therefore the Skelmersdale Urban Authority in consideration of the price to be paid in manner hereinafter mentioned Do hereby contract and agree with the Ormskirk Urban Authority that the Skelmersdale Urban Authority will (unless prevented by accident strike of men or other unavoidable cause whatsoever) when pumping at their waterworks supply and deliver or cause to be supplied and delivered to the Ormskirk Urban Authority water from their water main at Scarth Hill aforesaid for the supply of the said cottages at Scarth Hill aforesaid at the price hereinafter mentioned and subject to the following conditions:—

1. The Ormskirk Urban Authority and their successors shall pay for such water the price or prices set forth in the schedule hereunder written and the same shall be due and payable quarterly in advance.

2. The amount as stated in an account to be delivered at the commencement of each quarter to the surveyor of the Ormskirk Urban Authority by the Skelmersdale Urban Authority for all water from time to time to be supplied under this agreement shall be due and payable by the Ormskirk Urban Authority to the Skelmersdale Urban Authority upon the delivery of such account and if paid within twenty-eight days of delivery the Skelmersdale Urban Authority will allow a discount of five pounds per centum on the gross amount of such account.

3. The Ormskirk Urban Authority shall at their own expense lay all the necessary pipes and services from the water main of the Skelmersdale Urban Authority for the supply of the said cottages with water.

4. Any notice to be served or given to the Skelmersdale Urban Authority shall be left at or sent by post to their office in Skelmersdale aforesaid and any notice order or instructions to be served or given to the Ormskirk Urban Authority shall be sent by post to their office in Ormskirk aforesaid.

5. The Ormskirk Urban Authority shall at all times during the continuance of this contract keep all their water pipes services and taps in good and complete repair order and condition so as effectually to prevent any leakage or waste of water.

6. The Skelmersdale Urban Authority by their surveyor for the time being shall have full power to inspect the aforesaid water pipes services and taps of the Ormskirk Urban Authority at all reasonable times for the purpose of ascertaining if the same are in good repair order and condition and if at any time it shall appear to the said surveyor that there is any leakage or other defect in any pipe service or tap the Ormskirk Urban Authority shall forthwith after notice in writing thereof shall have been given or sent as aforesaid by the said surveyor cause

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such leakage or defect to be remedied at their own expense and in default of their so doing it shall be lawful for the said surveyor to turn off the supply of water until such leakage or defect shall have been satisfactorily remedied.

7. The Skelmersdale Urban Authority shall not be liable for any damage caused by the non-supply of water under this agreement during any stoppage at their pumping station from any cause whatsoever.

8. If either the Skelmersdale Urban Authority or the Ormskirk Urban Authority shall at any time during the continuance of this contract be desirous of determining the same and shall give to the other party three calendar months' notice thereof in writing under the hand of their respective clerks or surveyors for the time being then at the expiration of such notice this contract shall so far as regards water to be supplied under the same in all respects cease and determine.

In witness whereof the said Skelmersdale Urban Authority and the said Ormskirk Urban Authority have caused their common seals to be hereunto affixed the day and year first aforesaid.

The SCHEDULE above referred to.

Rateable Value of House.						Charge per Annum payable Quarterly in advance.		
	£	*s.*	*d.*		£	*s.*	*d.*	£	*s.*	*d.*
Not exceeding	7	0	0	- - -		—	-	0	16	0
Exceeding -	7	0	0	and not exceeding	8	0	0 -	0	17	2
,, -	8	0	0	,, ,,	9	0	0 -	0	18	4
,, -	9	0	0	,, ,,	10	0	0 -	0	19	8
,, -	10	0	0	,, ,,	11	0	0 -	1	0	2
,, -	11	0	0	,, ,,	12	0	0 -	1	1	4

The rateable value to be ascertained from the valuation list in force for the time being £5 per cent. allowed if paid within twenty-eight days of demand.

The common seal of the Skelmersdale Urban District Council was hereunto affixed by } L.S.

W. T. Egan Chairman

in the presence of

Alfred Dickinson Clerk.

The common seal of the Ormskirk Urban District Council was hereunto affixed by } L.S.

Henry Riding Chairman

in the presence of

Fred C. Hill.

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Articles of Agreement made the sixteenth day of June one thousand nine hundred and two between the Urban District Council of Skelmersdale in the county of Lancaster being the urban authority for the said district (hereinafter called "the Skelmersdale Council") of the one part and the Urban District Council of Lathom and Burscough in the said county being the urban authority for the district of Lathom and Burscough (hereinafter called "the Lathom Council") of the other part.

Whereas the Skelmersdale Council supply water within the township of Skelmersdale and obtain the water from a well at their waterworks at Scarth Hill in Lathom in the said county and such water is conveyed to Skelmersdale by a main which runs through a portion of the township of Lathom aforesaid known as "the Brighouse Green District":

And whereas the Lathom Council being in want of a supply of water to the Brighouse Green portion of Lathom aforesaid have applied to the Skelmersdale Council to furnish such supply:

And whereas the Skelmersdale Council have agreed with the Lathom Council subject to the consent of the Local Government Board being obtained thereto to supply water to the Lathom Council for the use of the said Brighouse Green portion of Lathom aforesaid at the prices and on the terms and conditions hereinafter appearing:

Now therefore the Skelmersdale Council in consideration of the prices to be paid in manner hereinafter mentioned and of the premises do hereby contract and agree with the Lathom Council and their successors that the Skelmersdale Council will (unless prevented by accident strike of men miners' strike breakdown of pump or machinery or other unavoidable cause whatsoever and unless the quantity of water to be obtained from the said waterworks at Scarth Hill aforesaid shall be insufficient for the adequate supply of water by the Skelmersdale Council for their own district) supply and deliver or cause to be supplied and delivered to the Lathom Council water from their said water main which conveys water from the said waterworks at Scarth Hill aforesaid to Skelmersdale aforesaid through the said Brighouse Green portion of Lathom aforesaid for the supply of the premises situated in the said Brighouse Green portion of Lathom aforesaid at the prices hereinafter mentioned and subject to the conditions and stipulations following (that is to say):—

1. The Lathom Council shall at their own expense make all necessary connections with the said water main of the Skelmersdale Council under the superintendence and to the satisfaction of the surveyor of the Skelmersdale Council and shall also fix at their own expense a stop tap at each connection with the said water main of the Skelmersdale Council or in such other place as the said surveyor shall direct.

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2. The Lathom Council shall pay for such water the price or prices set forth in Part 1 of the schedule hereunder written and the same shall be due and payable in advance.

3. The amount shall be stated in an account to be delivered at the commencement of each quarter to the clerk for the time being of the Lathom Council by the Skelmersdale Council for all water from time to time to be supplied under this contract and shall (subject to correction if any error shall appear therein) be due and payable by the Lathom Council to the Skelmersdale Council within one month from the delivery of such account In the event of the supply of water by the Skelmersdale Council being temporarily or permanently discontinued owing to accident strike of men miners' strike breakdown of pump or machinery or other cause or owing to the quantity of water to be obtained from the said waterworks at Scarth Hill aforesaid being insufficient for the adequate supply of water by the Skelmersdale Council for their district a proper proportionate allowance or return shall be made by the Skelmersdale Council in their charge for water during the period the supply shall be discontinued.

4. That the Lathom Council shall at their own expense provide and lay all necessary water mains for the supply of the said Brighouse Green portion of Lathom aforesaid and also all the necessary pipes and services from the said water main of the Lathom Council to the premises to be supplied.

5. Any notice order account or instructions to be served or given to the Skelmersdale Council or to the Lathom Council respectively shall be left at or sent by post to their respective clerks at their respective offices.

6. The premises to be at present supplied with water from the said water main of the Skelmersdale Council in the said Brighouse Green portion of Lathom aforesaid shall only be such premises as are set forth in Part 2 of the said schedule but if the Lathom Council shall during the continuance of this contract desire to supply other premises in the said Brighouse Green portion of Lathom aforesaid with water from the said main of the Skelmersdale Council they shall furnish to the surveyor of the Skelmersdale Council for the time being a full list in writing of such other premises before supplying the same and thereupon the Lathom Council shall be entitled to supply the premises mentioned in such list unless the Skelmersdale Council are unable to give such further supply owing to the quantity of water obtained from the said waterworks at Scarth Hill aforesaid being insufficient for the adequate supply of water by the Skelmersdale Council for their district and of such inability give notice in writing to the Lathom Council within one calendar month from the furnishing of such list to the surveyor for the time being of the Skelmersdale Council.

7. The Lathom Council shall at all times during the continuance of this contract keep all their water mains and connections with the said water main of the Skelmersdale Council and the said stop taps and all the water pipes service pipes taps and fittings of the Lathom Council in the said Brighouse Green portion of Lathom aforesaid in good and complete repair order and condition and endeavour as far as possible to prevent any leakage or waste of water.

8. The Skelmersdale Council by their surveyor for the time being shall have full power to inspect the said water mains connections stop taps water pipes and service pipes taps and fittings of the premises supplied in the said Brighouse Green portion of Lathom aforesaid at all reasonable times for the purpose of ascertaining if the same are in good repair order and condition and if at any time it shall appear to the said surveyor that there is any leakage or other defect in the said water mains connections and stop taps or in any of the water pipes service pipes taps or fittings before mentioned the Lathom Council shall forthwith after due notice in writing as hereinbefore provided cause such leakage or defect to be remedied at their own expense to the satisfaction of the said surveyor and in default of their so doing it shall be lawful for the Skelmersdale Council by their said surveyor to do the necessary work and to charge the Lathom Council with the cost thereof or otherwise to turn off the supply of water until such leakage or defect shall have been remedied as aforesaid.

9. The Lathom Council shall pay to the Skelmersdale Council a reasonable sum for the time occupied by their said surveyor or other servant in inspecting the said water mains connections stop taps and all other water pipes service pipes taps and fittings as aforesaid.

10. The Skelmersdale Council shall after forty-eight hours' notice in writing as hereinbefore provided or in case of emergency without notice be entitled to shut off the supply of water at any time for the purpose of repairing the said water main of the Skelmersdale Council or the water mains connections stop taps water pipes service pipes taps and fittings as aforesaid or during any period in which they may be carrying out necessary repairs to or renewals of the machinery and plant at their said waterworks without being liable to the Lathom Council or any person supplied by them for any loss or damage occasioned thereby.

11. If either the Skelmersdale Council or the Lathom Council shall at any time during the continuance of this contract be desirous of determining the same and shall give to the other party three calendar months' notice thereof in writing under the hand of their clerk respectively then at the expiration of such notice this contract shall so far as regards water to be supplied under the same in all respects cease and determine.

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12. In the event of the Skelmersdale Council being prevented from complying with any of the provisions of this contract by reason of any accident breakdown strike or other unavoidable cause as hereinbefore mentioned the Lathom Council shall have no claim for any damage or loss which may result to them thereby or in consequence thereof.

13. In case any difference shall arise between the Skelmersdale Council and the Lathom Council respecting any matter arising under this contract the same shall be determined by an arbitrator to be appointed by the Local Government Board at the request of either party and the cost and expenses of and incidental to such appointment shall be paid by the Skelmersdale Council and the Lathom Council in equal moieties unless the Local Government Board otherwise directs.

14. The expenses of obtaining the consent of the Local Government Board as aforesaid and of preparing completing and stamping this agreement and a duplicate hereof shall be borne and paid by the Lathom Council.

In witness whereof the Skelmersdale Council and the Lathom Council have hereunto affixed their respective common seals the day and year first aforesaid.

The SCHEDULE before referred to.

PART I.

Rateable Value of House.								Charge per Annum payable Quarterly.		
	£	*s.*	*d.*		£	*s.*	*d.*	£	*s.*	*d.*
Not exceeding	7	0	0	- - - -	—		-	0	16	0
Exceeding -	7	0	0	and not exceeding	8	0	0 -	0	17	2
,, -	8	0	0	,, ,,	9	0	0 -	0	18	4
,, -	9	0	0	,, ,,	10	0	0 -	0	19	8
,, -	10	0	0	,, ,,	11	0	0 -	1	0	2
,, -	11	0	0	,, ,,	12	0	0 -	1	1	4

The rateable value to be ascertained from the valuation list in force for the time being.

Extra charges will be made in cases of horses and cattle as per scale in force in the district of the Skelmersdale Council.

Part II.

List of Houses to be at once supplied.

Name of Occupier.	Assessment. £	s.	d.
Edward Fazakerley - - - - - - -	6	10	0
James Ramsbottom - - - - - - - -	6	10	0
Henry Martin - - - - - - - -	6	0	0
William Glover - - - - - - - -	6	10	0
Ellen Aspinwall - - - - - - - -	6	10	0
William Webster - - - - - - - -	6	10	0
Richard Rawsthorne - - - - - - -	6	10	0
D Lawrence - - - - - - -	6	0	0
Henry Ashcroft - - - - - - - -	6	0	0
Robert Beck - - - - - - - - -	7	0	0
Richard Moss - - - - - - - - -	4	10	0
Thomas Seddon - - - - - - - -	9	0	0
Benjamin Gardiner - - - - - - - -	6	0	0
John Pye - - - - - - - - -	5	10	0
James Horrocks - - - - - - - -	5	10	0
	£94	10	0

The common seal of the urban district council of Skelmersdale was hereunto affixed by
John A. Aspinwall Chairman
in the presence of
William Bentham Acting Clerk. } L.S.

The common seal of the urban district council of Lathom and Burscough was hereunto affixed by
George Roper Chairman
in the presence of
Fred. C. Hill Clerk. } L.S.

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