



CHAPTER xxxviii.

An Act to provide for the transfer of the undertaking of the Egremont Gas Light and Coke Company to the Egremont Urban District Council and the acquisition by that Council of gas mains in their district and in part of St. John Beckermest not belonging to the company and to authorise that Council to construct and maintain gasworks and supply gas and for other purposes. A.D. 1910.
[26th July 1910.]

WHEREAS the urban district of Egremont in the county of Cumberland (in this Act called "the district") is an urban district within the meaning of the Local Government Act 1894 and is under the management and control of the urban district council of Egremont (in this Act called "the Council"):

And whereas the district forms part of the area supplied with gas by the Egremont Gas Light and Coke Company (in this Act called "the company") whose registered office is at Egremont in the said county of Cumberland:

And whereas the company was formed in the year 1853 for the purpose of making gas and therewith lighting the streets houses and other places in the town of Egremont and elsewhere as might be agreed upon and has constructed gasworks and is supplying gas within the district and also in part of the adjoining parish of St. John Beckermest:

And whereas it is expedient that the gas supply of the district should be in the hands of the Council and that the undertaking of the company should be transferred to and vested

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(Gas) Act, 1910. 1 GEO. 5.]

A.D. 1910. in the Council in manner provided by this Act and that the Council should be empowered to supply gas within the limits prescribed by this Act (in this Act called "the limits of supply") :

And whereas the company and the Council entered into an agreement for the sale and transfer to the Council of the undertaking of the company and such agreement as amended is set forth in the First Schedule to this Act and it is expedient that the agreement be confirmed and carried into effect :

55 & 56 Vict.
c. lxxxiii.

And whereas by the Cleator Moor Local Board (Gas) Act 1892 the Cleator Moor Local Board were authorised to supply gas in certain portions of the parish of Egremont and such local board and their successors the urban district council of Cleator Moor (in this Act called "the Cleator Moor Council") have laid down pipes and supply gas in such portions accordingly :

And whereas the Cleator Moor Council have agreed to sell to the Council the gas mains pipes meters and fittings (other than gas ovens) belonging to them within the parish of Egremont other than the gas mains pipes meters and fittings used by them in affording a supply of gas to the London and North Western and Furness Joint Railway Companies and all their rights and powers to supply gas within such parish (except to Moor Row Station) upon the terms and conditions set forth in the agreement contained in the Second Schedule to this Act and it is expedient that such agreement should be confirmed and made binding upon the parties thereto and that the Cleator Moor Council should be relieved from the obligation to supply gas within the parish of Egremont except to the station goods yard station master's residence buildings and property (other than dwelling-houses) belonging to the London and North Western and Furness Joint Railway Companies and situate at Moor Row in the said parish :

And whereas the rural district council of Whitehaven (in this Act called "the Whitehaven Council") are the owners of certain gas mains or pipes in the part of the parish of St. John Beckermeth which is within the limits of supply and it is expedient that provision should be made for the purchase of the same by the Council :

And whereas the demand for gas within the limits of supply has increased and is increasing and it is expedient that

the Council should be authorised to extend and improve the existing gasworks of the company as herein-after provided and to construct additional works and to use for the purpose of their undertaking the lands set forth in the Fourth Schedule to this Act: A.D. 1910.

And whereas it is expedient that the Council should be authorised to construct the road and to stop up the existing road in this Act described:

And whereas it is expedient that the Council should be authorised to borrow the sums required for the acquisition of the undertaking of the company and of the gas mains pipes and works of the Cleator Moor Council and of the Whitehaven Council so far as the same are situate within the limits of supply and for other the purposes of this Act:

And whereas estimates have been prepared by the Council for the purchase of land for and the execution of the various works by this Act authorised and such estimates are as follows:—

- (A) For the erection and equipment of new gasworks for the alteration improvement and extension of the existing gasworks for the construction of the road authorised by this Act and the stopping up of a portion of Lamb Lane the sum of eight thousand and fifty-seven pounds;
- (B) For the purchase of cookers engines stoves and meters in connexion with the undertaking the sum of five hundred pounds:

And whereas the several works included in such estimates and the acquisition of the undertaking of the company and of the gas mains pipes and plant of the Cleator Moor Council and the Whitehaven Council respectively are permanent works and it is expedient that the cost thereof should be spread over a term of years:

And whereas an absolute majority of the whole number of the Council at a meeting held on the ninth day of November one thousand nine hundred and nine after ten clear days' notice by public advertisement of such meeting and of the purpose thereof in the *West Cumberland Times* a local newspaper circulating in the district such notice being in addition to the ordinary notices required for summoning such meeting resolved

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A.D. 1910. that the expense in relation to promoting the Bill for this Act should be charged on the district fund and general district rate :

And whereas the said resolution was published twice in the *West Cumberland Times* a newspaper circulating in the district and has received the approval of the Local Government Board :

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

And whereas in relation to the promotion of the Bill for this Act the requirements contained in the First Schedule to the *Borough Funds Act 1903* have been observed :

And whereas plans and sections showing the lines and levels of the road authorised by this Act and plans of the lands by this Act authorised to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Cumberland and are herein-after respectively referred to as the deposited plans sections and books of reference :

And whereas the 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 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 :—

PART I.

PRELIMINARY.

Short title.

1. This Act may be cited as the *Egremont Urban District Council (Gas) Act 1910*.

Incorporation of Acts.

2. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent

with the provisions of this Act) are hereby incorporated with A.D. 1910.
and form part of this Act (namely):—

The Lands Clauses Acts (except section 127 of the Lands Clauses Consolidation Act 1845):

The Gasworks Clauses Act 1847 (except the provisions thereof with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their benefit and with respect to the yearly receipts and expenditure of the undertakers) Provided that section 13 thereof shall be read as if the words "or any premises" were inserted after the words "private building":

The Gasworks Clauses Act 1871 (except sections 7 8 and 35 thereof):

And with such exceptions as aforesaid the provisions of the Gasworks Clauses Act 1847 and of the Gasworks Clauses Act 1871 shall extend and apply to the undertaking and to any existing works mains or pipes transferred to the Council under this Act as if such undertaking had been authorised by and such works mains and pipes constructed laid down and placed by the Council under the powers of this Act.

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

Interpreta-
tion.

The expression "the Council" shall mean the urban district council of Egremont;

The expression "the Cleator Moor Council" shall mean the urban district council of Cleator Moor;

The expression "the Whitehaven Council" shall mean the rural district council of Whitehaven;

The expression "the district" shall mean the urban district of Egremont;

The expression "the company" shall mean the Egremont Gas Light and Coke Company;

The expression "the scheduled Egremont agreement" shall mean the agreement between the company and the

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Council dated the second day of November one thousand nine hundred and nine as amended and as set forth in the First Schedule to this Act;

The expression "the date of transfer" shall mean the date at which the undertaking of the company is transferred to and vested in the Council;

The expression "the scheduled Cleator Moor agreement" shall mean the agreement made between the Cleator Moor Council and the Council dated the ninth day of April one thousand nine hundred and ten as set forth in the Second Schedule to this Act;

The expression "the scheduled Whitehaven agreement" shall mean the agreement made between the Whitehaven Council and the Council dated the seventeenth day of May one thousand nine hundred and ten as set forth in the Third Schedule to this Act;

The expression "the Act of 1892" shall mean the Cleator Moor Local Board (Gas) Act 1892;

The expressions "the district fund" and "the general district rate" shall respectively mean the district fund and general district rate of the district;

The expression "the limits of supply" shall mean the limits of supply set forth in the Fifth Schedule to this Act;

The expressions "the works" "the gasworks" and "the undertaking" shall respectively mean and include the gasworks and works connected therewith by this Act vested in transferred to or authorised to be made or maintained by the Council and any improvement thereof which they may construct under the powers of this Act and the lands buildings estate right title property privileges and effects and the gas undertaking of the Council and every part thereof respectively;

The expression "statutory security" shall mean 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 or 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. A.D. 1910.

PART II.

TRANSFER OF THE UNDERTAKING OF THE EGREMONT GAS LIGHT AND COKE COMPANY AND OF THE GAS PIPES OF THE CLEATOR MOOR AND WHITEHAVEN COUNCILS.

4. Subject to the provisions of this Act the terms of the scheduled Egremont agreement are hereby confirmed and made binding on the company and the Council as if the same were contained in the agreement originally entered into by those parties and the same agreement had been confirmed by Act of Parliament. Confirmation of Egremont agreement.

5. The sale of the undertaking under the scheduled Egremont agreement shall be carried into effect by a deed duly stamped and truly stating the consideration (which deed may be in the form set forth in the Sixth Schedule to this Act or to the like effect) and on the execution of the deed by the company the undertaking of the company shall by virtue of the deed and of this Act become and shall thenceforth be transferred to and vested in the Council. Transfer of undertaking to be by deed.

6. The company shall hold the purchase money and any interest thereon and all other sums of money (if any) paid to them by the Council under this Act in trust for and shall apply the same to the following purposes and not otherwise:— Application of purchase money.

First The payment of the debts and liabilities of the company;

Secondly The repayment of all moneys up to the date of transfer borrowed by the company on debentures mortgage or otherwise together with all interest thereon;

Thirdly In paying and distributing the balance of the said purchase money together with any interest payable thereon and all other sums of money (if any) received under the scheduled Egremont agreement to and among the several persons who at the date of transfer are the registered holders of shares in the capital of the company

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or their respective executors administrators and assigns according to the amount of the maximum dividend payable to each shareholder:

And for the purpose of such distribution the several persons whose names shall appear in the books of the company at the date of transfer to be the proprietors of shares therein shall unless the contrary be proved to the satisfaction of the directors be considered to be shareholders of the company and the receipt in writing of such persons or of their executors or administrators or of the committee or guardian of the estate of any of such persons who shall be an idiot lunatic or minor shall be an effectual discharge to the company and the directors thereof for the money therein expressed to be received and shall exonerate them from any obligation affecting the share or interest in respect whereof that money is paid.

Payment
into court by
directors of
company.

7. Where the directors of the company are for six months after the date of transfer unable after diligent inquiry to ascertain the person to whom a portion of the purchase money of the undertaking or other assets (if any) of the company is payable or where any part thereof is payable to a person by or on behalf of whom an effectual receipt cannot be given or on account of any other reasonable cause the directors may pay the same into the Supreme Court under any Act for the time being in force for the relief of trustees and every such payment into court shall effectually discharge the company and directors from all further liability with respect to such moneys.

Receipt for
purchase
money.

8. The receipt in writing of three directors of the company for the purchase money or any part thereof shall effectually discharge the Council from the sum which in such receipt shall be acknowledged to have been received and from being answerable or accountable for the loss misappropriation or non-application thereof Provided that if from any cause the Council are unable to obtain such receipt they may pay the amount payable under this Act into the Bank of England in the name of the Paymaster-General for and on behalf of the Supreme Court to an account to be opened "In the matter of the Egremont Urban District Council (Gas) Act 1910" and a receipt shall be given to the Council by the cashier of the said bank for the said sum which shall have the same effect as the receipt of such three directors.

9. Subject to the provisions of this Act all agreements contracts conveyances deeds and other instruments affecting the company and in force at the date of the transfer shall after the passing of this Act be as binding and of as full force and effect against or in favour of the Council and may be enforced as fully and effectually as if instead of the company the Council had been a party thereto.

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Contracts to
be binding
on Council.

10. All books and documents which if the transfer had not been made would have been evidence in respect of any matter for or against the company shall be admitted in evidence in respect of the same and the like matter for or against the Council.

Books &c.
to remain
evidence.

11. Until the date of transfer the undertaking gasworks mains pipes and other works of the company shall be maintained and carried on by the company as heretofore in the ordinary course of business but the company shall not without the previous consent of the Council under the hand of their clerk make or enter into any contract agreement or obligation except such as shall be in the ordinary course of the maintenance of the works and the proper conduct of the undertaking of the company.

Maintenance
until trans-
fer.

12. No action suit prosecution or other proceeding whatsoever commenced either by or against the company shall abate or be discontinued or prejudicially affected by reason of the transfer to and vesting in the Council of the undertaking gasworks lands and business of the company but the same shall continue and take effect either in favour of or against the company in the same manner in all respects as the same would have continued and taken effect in relation to the company if the transfer had not been made and all penalties incurred by reason of any offence against the provisions of any regulations of the company previously to the date of transfer may be sued for and all offences committed against such provisions previously to the date of transfer may be prosecuted in such or the like manner to all intents and purposes as such penalties might have been sued for or such offence prosecuted if the transfer had not taken place and all rents rates and moneys payable to the company prior to the date of transfer may be sued for and recovered by the company in the same manner in all respects as the same might have been sued for and recovered if this Act had not been passed.

Actions &c.
not to abate
and penalties
to be reco-
verable.

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Winding up
and dissolution of com-
pany.

13. The affairs of the company shall as soon as conveniently may be after the date of transfer be wound up and for that purpose the directors of the company in office at the date of transfer and the survivors of them shall continue in office without re-election and may and shall exercise all powers necessary for winding up the affairs of the company and when and so soon as the assets of the company have been distributed and their affairs have been wound up the company shall be by virtue of this Act dissolved.

If the number of directors of the company be reduced by death resignation or otherwise below three before the completion of such winding up the continuing directors may from time to time choose a shareholder or shareholders of the company to fill the vacancy or vacancies so caused.

Copy of Act
to be regis-
tered.

14. The Council shall forward to the Registrar of Joint Stock Companies a printed copy of this Act and it shall be recorded by him and if such copy is not forwarded within three months from the passing of this Act the Council shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the copy is omitted to be forwarded and every penalty shall be recovered summarily.

There shall be paid to the registrar by the Council on such copy being registered the like fee as is for the time being payable under the Companies (Consolidation) Act 1908 on registration of any document other than a memorandum of association.

Confirmation
of Cleator
Moor agree-
ment.

15. Subject to the provisions of this Act the scheduled Cleator Moor agreement is hereby confirmed and made binding on the Cleator Moor Council and the Council and may and shall be carried into effect accordingly.

Application
of purchase
money.

16. The Cleator Moor Council shall apply the purchase money and any interest thereon in paying off so much of their existing loan indebtedness (if any) as shall be outstanding or in such other manner and in such proportions as may be approved by the Local Government Board.

Repeal of
power of
Cleator
Moor Coun-

17. Upon the completion of the purchase of the gas mains pipes and other works referred to in the scheduled Cleator Moor agreement so much of the Act of 1892 as authorises the

Cleator Moor Council to supply gas in or for use within the parish of Egremont is hereby repealed. Provided that the Cleator Moor Council shall supply and continue to supply gas to the Moor Row Station of the London and North Western and Furness Joint Railway Companies within the parish of Egremont.

A.D. 1910.
cil to supply
gas within
limits.

18. All books and documents relating wholly or partially to the part of the undertaking of the Cleator Moor Council within the parish of Egremont which if the transfer of the said mains pipes and other works had not been made would have been evidence in respect of any matter for or against the Cleator Moor Council shall be admitted in evidence in respect of the same and the like matter for or against the Council.

Books &c.
to remain
evidence.

19. No action suit prosecution or other proceeding whatsoever commenced either by or against the Cleator Moor Council in relation to so much of their undertaking within the parish of Egremont as is situate within the limits of supply shall abate or be discontinued or prejudicially affected by reason of the transfer to and vesting in the Council of the said mains pipes and works of the Cleator Moor Council but the same shall continue and take effect either in favour of or against the Cleator Moor Council in the same manner in all respects as the same would have continued and taken effect in relation to the Cleator Moor Council if the transfer had not been made and all penalties incurred by reason of any offence against the provisions of any regulations of the Cleator Moor Council previously to the date of the completion of the purchase of such mains pipes and works may be sued for and all offences committed against such provisions previously to such date may be prosecuted in such or the like manner to all intents and purposes as such penalties might have been sued for or such offence prosecuted if the transfer had not taken place and all rents rates and moneys payable to the Cleator Moor Council may be sued for and recovered by the Cleator Moor Council in the same manner in all respects as the same might have been sued for and recovered if this Act had not been passed.

Actions &c.
not to abate
and penalties
to be reco-
verable.

20. Nothing in this Act shall affect the right of the Cleator Moor Council to lay continue maintain and renew gas mains and pipes in the parish of Egremont solely for the purpose of supplying gas in the parish of Hensingham.

Saving
rights of
Cleator Moor
Council.

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Confirmation
of White-
haven agree-
ment.

Application
of purchase
money.

21. Subject to the provisions of this Act the scheduled Whitehaven agreement is hereby confirmed and made binding on the Whitehaven Council and the Council and may and shall be carried into effect accordingly.

22. The Whitehaven Council shall apply the purchase money and any interest thereon in such manner as may be approved by the Local Government Board.

PART III.

MAINTENANCE AND CONSTRUCTION OF GASWORKS &C. AND SUPPLY OF GAS.

Limits of
supply.

23. The limits of this Act within which the Council are hereby authorised to supply gas shall be the limits of supply set forth in the Fifth Schedule to this Act.

Power to
continue
maintain and
erect gas-
works.

24. Subject to the provisions of this Act the Council may in or upon the lands (A) described in the Fourth Schedule to this Act maintain alter improve enlarge and extend renew or discontinue the gas and other works of the company and may upon those lands and also upon the lands (B) described in the Fourth Schedule to this Act or any part thereof erect construct maintain and as often as occasion may require enlarge alter improve and extend renew or discontinue gasworks retorts gasometers receivers drains sewers mains pipes stopcocks machinery and other works and apparatus and conveniences and may do all such acts as they may think proper for making and storing gas and for supplying gas for public and private purposes in bulk or otherwise for lighting heating or motive power within the limits of supply and for the conversion or utilisation and distribution of materials used in and about the manufacture of gas and of residual products resulting from such manufacture and may make store and supply gas accordingly and the Council may manufacture sell provide and deal in coke coal-tar asphaltum ammoniacal liquor oil and all other refuse or residuary products arising remaining produced by or obtained from the manufacture of gas by them or the materials used therein and may manufacture produce and sell such articles as can be produced from and by means of the several matters and things aforesaid.

For pro-
tection of
Wyndham
Mining Com-

25. For the protection of the Wyndham Mining Company Limited (herein-after called "the mining company") and Zoe Marguerite Palmer Percy Wyndham and Henry de Vauthrin

Wyndham (herein-after called "their co-owners") the following provisions shall unless otherwise agreed apply and have effect (that is to say):—

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pany Limited
and their
co-owners.

- (A) The Council shall not be entitled to make any claim against the mining company or their co-owners for any damage which may be caused by subsidence dragging or otherwise arising from the past mining operations of the mining company to any lands buildings works or property which the Council may acquire from the mining company or their co-owners under the powers of this Act:
- (B) The provisions of the Public Health Act 1875 Amendment Act 1883 shall apply to all future operations of the mining company and their co-owners or either of them so far as the same may affect the lands buildings works or property which the Council may acquire under the powers of this Act:
- (c) The Council shall in respect of any property or any right or interest in any property of the mining company or their co-owners acquired by the Council under the provisions of this Act make full compensation to the mining company and their co-owners or either of them for any interference with their existing water pipe under such property and the shaft thereon the amount of such compensation to be ascertained in the event of difference between the Council and the mining company or their co-owners in manner prescribed by the Lands Clauses Acts.

26. The following provisions for the protection of the London and North Western Railway Company and the Furness Railway Company (herein-after referred to as "the railway company") shall be in force and have effect:—

For protec-
tion of Lon-
don and
North Wes-
tern and
Furness
Railway
Companies.

In laying down or executing or in effecting the repairs and renewals of any mains pipes or other works upon across over under or in any way affecting the railways lands or property now or hereafter belonging to or used or occupied by the railway company or the bridges approaches viaducts stations or other works or any level crossings over the railways of the railway company the same shall be done under the superintendence and

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to the reasonable satisfaction of the principal engineer of the railway company and only according to such plans to be submitted to and in such manner as shall be previously reasonably approved by him or in the event of disapproval then in such manner as shall be determined by arbitration in manner herein-after provided and in all things by and at the expense of the Council who also shall restore and make good the roads over any such bridges level crossings and approaches which the railway company are or may be liable to maintain and which may be disturbed or interfered with by or owing to any operations of the Council and all such works matters and things shall be constructed executed and done so as not to cause any injury to such railways bridges level crossings approaches viaducts stations works lands or property or interruption to the passage or conduct of traffic over such railways or at any station thereon. And if any such injury or interruption shall arise from or be in any way owing to any of the acts operations matters and things aforesaid or the bursting leakage or failure of any such mains pipes or works the Council shall make compensation in respect thereof to the said railway company. Provided that if the said engineer does not express disapproval of such plans within twenty-eight days after the same have been submitted to him he shall be deemed to have approved thereof and if the said engineer shall refuse or neglect to superintend any operations the Council may execute the work without his superintendence. Provided also that if urgent repairs are required in case of accident the railway company will dispense with the previous approval of plans as aforesaid but the work must be carried out to the reasonable satisfaction of their principal engineer:

Any dispute or difference which may arise between the railway company and the Council with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed by the Board of Trade on the application of the railway company and the Council or either of them.

27. Subject to the provisions of this Act the Council may in the parish and urban district of Egremont make in the lines and according to the levels shown on the deposited plans and sections the road herein-after described and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for such purposes (that is to say):—

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Power to
construct a
road and
stop up
another.

A road commencing by a junction with Lamb Lane at a point on the south side of such lane where the road on the west side of Beck Green leading from Church Street to such lane joins it passing thence along the north-east side of Beck Green and terminating by a junction with the public road leading from Wyndham Place to Church Street and Crosside at a point in such public road one hundred yards or thereabouts north-east of the eastern end of Church Street:

And the Council may subject to the provisions of this Act stop up so much of the existing road known as Lamb Lane as is opposite the piece or parcel of land (A) described in the Fourth Schedule to this Act and as is situate between the public road leading from Wyndham Place to Church Street and Crosside and the western end of the said piece or parcel of land (A).

28. The road to be made under the authority of this Act shall when made and completed from time to time be repaired and maintained by and at the expense of the Council in the same manner and to the same extent as other roads of the same nature within the district are from time to time liable to be repaired and maintained.

Provisions as
to repair of
road.

29. The stopping up of the portion of Lamb Lane shall not take place until two justices shall have certified that the road authorised by this Act has been completed to their satisfaction and is open for public use.

Stopping up
road in case
of diversion.

As from the date of the said certificate all rights of way over or along the said portion of Lamb Lane shall be extinguished and the Council may appropriate and use for the purposes of the undertaking the site of such portion of Lamb Lane so stopped up as far as the same is bounded on both sides by land of the Council:

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Provided that the Council shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Power to purchase lands compulsorily.

30. The Council may for the purposes of the undertaking and of the road authorised by this Act purchase take and hold the lands delineated on the deposited plans and described in the deposited books of reference.

Period for compulsory purchase of lands.

31. The powers of the Council for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to purchase lands by agreement.

32. The Council may for the purposes of this Act purchase take and hold (by agreement but not otherwise) in addition to the lands delineated on the deposited plans and described in the deposited books of reference any lands and hereditaments not exceeding in the whole three acres which the Council may require for the purposes of their works and undertaking but the Council shall not create or permit a nuisance on any such lands and no lands shall be used by the Council for the purposes of manufacturing gas or manufacturing or converting residual products except the lands described in the Fourth Schedule to this Act.

Persons under disability may grant easements &c.

33. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Council any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to sell &c. lands.

34. The Council may sell lease and dispose of any lands acquired by or vested in them under this Act (including the lands described in the Fourth Schedule to this Act) and not for the time being required for the purposes thereof.

35. If any person is required by the Council to give to them security for any supply of gas or for the payment of the price or rent of a meter and such security is made by way of deposit the Council shall pay interest after the rate of four pounds per centum per annum on every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands.

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Council to pay interest on money deposited as security for gas meter &c.

36.—(1) The Council may sell let for hire fix repair and remove but shall not manufacture engines stoves ranges pipes burners mantles chimneys globes and other fittings for lighting for motive power for the warming and ventilating of houses and buildings for the cooking of food and for all other purposes for which gas can or may be used and may provide all materials and work necessary or proper in that behalf and with respect thereto may demand and take such remuneration or rents and charges and make such terms and conditions as may be agreed upon.

Power to supply gas fittings &c.

(2) Any fittings let for hire under the provisions of this section shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under process of any court or proceedings in bankruptcy against the person in whose possession the same may be. Provided that such fittings are marked or impressed with a sufficient mark or brand indicating the Council as the actual owners thereof.

(3) Provided as follows:—

(A) The Council shall so adjust the charges to be made by them for any such fittings or for the fixing repairing or removal thereof as to meet any expenditure by them under the powers of this section in connexion therewith (including interest upon moneys borrowed for those purposes and all sums applied to sinking fund for repayment of moneys so borrowed):

(B) Every sum charged by the Council in respect of the provision of such fittings or the fixing repairing or removal thereof shall be separately stated on every demand note delivered by the Council to the consumer:

(c) The total sums expended and received by the Council in connexion with the purposes in this section mentioned in each year (including interest and

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sinking fund) shall be separately shown in the published accounts of the undertaking for that year.

Charge for gas supplied by means of prepayment meters.

37.—(1) The Council may demand for any gas supplied through a prepayment meter a not greater charge than for gas supplied to private consumers within the limits of supply through any other kind of meter or by any other method of supply.

(2) The Council shall not charge for the hire of any prepayment meter and fittings to be used therewith any sum other than a sum of money calculated according to the quantity of gas supplied through such prepayment meter and the maximum sum to be so charged shall be at the rate of tenpence per one thousand cubic feet supplied in manner aforesaid such sum to include the hire of meter and the fittings used therewith or at the rate of one shilling per one thousand cubic feet if such fittings include a cooking stove :

The said charge shall include the providing letting fixing repairing and maintenance of the meters and fittings and the cost of collection and other costs incurred by the Council in connexion with the meters and fittings.

(3) The maximum charge for the hire of a prepayment meter without fittings shall be at the rate of ten per centum per annum on the cost of the meter.

(4) For the purpose of this section the expression "prepayment meter" means any meter or appliance by which the quantity of gas supplied is regulated according to the amount of money prepaid therefor.

Power to lay pipes in streets not dedicated to public use.

38. The Council may upon the application of the owner or occupier of any premises within the limits of supply abutting on or being erected in any street or road laid out or made but not dedicated to public use supply such premises with gas and may lay and from time to time take up alter relay or renew in across or along such street or road such pipes as may be requisite or proper for the furnishing such supply and the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the protection of pipes when so laid so far as they are respectively applicable for the purposes of this section shall

extend and apply mutatis mutandis to and for the purposes thereof. A.D. 1910.

39. The price to be charged by the Council for gas supplied by them to persons who shall burn the same by meter shall not at any time exceed five shillings and sixpence per thousand cubic feet. Limit of price.

40. The Council may if they think fit allow discounts or rebates to consumers of gas in consideration of prompt payment of gas charges not exceeding in any case ten per centum and in addition thereto or irrespective thereof they may if they think fit allow discounts or rebates to large consumers not exceeding in any case fifteen per centum. Provided that all discounts or rebates shall be of equal amount under like circumstances to all consumers. Provided also that notice of the effect of this enactment shall be endorsed on every demand note for gas charges. Discounts.

41. The prescribed number of candles shall not be less than fourteen. Quality of gas.

42. For the purposes of the Gasworks Clauses Act 1871 the prescribed testing place shall be a testing place which shall be provided by the Council on the lands described in the Fourth Schedule to this Act before supplying or within three months after beginning to supply gas under the authority of this Act. Testing place.

43.—(1) The quality of the gas supplied by the Council shall with respect to its illuminating power be such as to produce at the testing place when burned at the rate of five cubic feet per hour a light equal in intensity to the light produced by fourteen sperm candles of six to the pound each consuming one hundred and twenty grains of sperm per hour and shall be in all respects in accordance with the provisions of the Gasworks Clauses Act 1871. Testing quality.

(2) For testing the illuminating power of the gas the burner to be used shall be that known as the Metropolitan Argand No. 2 the photometer shall be the bar photometer the standard light shall be that supplied by Harcourt's ten-candle pentane lamp and in making the test the burner shall be so used as to obtain from the gas when burned at the rate aforesaid the greatest amount of light. Provided that the Board of Trade may on the application of the Council or any five consumers approve

A.D. 1910. the use of any other burner photometer or standard light which may appear to the Board to be equally or more suitable for the testing.

(3) The Council shall before supplying or within three months after beginning to supply gas under this Act provide all the apparatus required by this Act for the testing of gas and shall at all times keep the same in proper order and repair.

Pressure.

44.—(1) All gas supplied by the Council to any consumer of gas shall be supplied at such pressure as to balance a column of water not less than eight tenths of one inch in height at the main or as near as may be to the junction therewith of the service pipe supplying the consumer.

(2) Any gas examiner appointed under the Gasworks Clauses Act 1871 may for the purposes of this Act subject to the terms of his appointment at the testing place or at any public lamp as and when he thinks fit test the pressure at which the gas is supplied. The Council shall afford to the examiner all reasonable facilities for making the test.

Saving as to penalties.

45. No penalty shall be incurred by the Council for insufficiency of pressure defect of illuminating power or excess of impurity in the gas supplied by them in any case in respect of which it is proved that such insufficiency defect or excess was produced by any circumstance beyond the control of the Council.

Council may contract with local authority &c. for supply in bulk.

46. The Council may contract with any local authority company or persons authorised to supply gas under parliamentary powers in any district adjacent to the limits of supply for the supply to them respectively of gas in bulk upon such terms and conditions and for such periods not exceeding in any case seven years from the making of the contract as may be agreed upon but nothing in this section shall authorise the Council to lay any mains or interfere with any street beyond the limits of supply.

Agreements for supply to local authorities for public purposes.

47. Notwithstanding anything contained in this Act it shall be lawful for the Council on the one part and any local or other authority within the limits of supply on the other part to enter into and carry into effect agreements for the supply by the Council to any such authority of gas for public lighting or other public purposes on such terms

and conditions as may be agreed upon between the Council and any such authority. A.D. 1910.

48. In order to enable the Council to ensure a satisfactory supply of gas to their consumers the following provisions shall have effect:—

As to construction and placing of pipes &c. between mains and meters.

- (1) The Council may specify the size and material of the pipes with the fittings thereof which are to be laid by the consumer either in the first instance or on the occasion of any renewal between the Council's mains and the meter and (so far as the same are intended to be covered over) on the consumer's premises :
- (2) The Council may if they think fit make different specifications for different classes of premises having regard to the probable maximum consumption of gas thereon at any one time :
- (3) The specification shall be published twice in some newspaper or once in each of two newspapers circulating within the limits of supply and a copy thereof shall be kept exhibited in the office of the Council :
- (4) Every meter to be used in a new building or a building not previously supplied with gas or in connexion with a new or substituted pipe laid by the consumer between the main and the consumer's meter shall be placed as near as reasonably practicable to the Council's main but within the outside wall of the building :
- (5) When any such pipe or meter as aforesaid has been laid or placed notice thereof shall be given to the Council and the pipe shall not be covered over until after the expiration of twenty-four hours from the service of such notice on the Council Any officer of the Council duly appointed may between nine o'clock in the morning and five o'clock in the afternoon attend and inspect such pipes (with their fittings) and meter and if the officer is not permitted to make the inspection or if the pipes and fittings are not according to the Council's specification or if the meter is not placed as required by this section the Council may refuse to supply gas to the premises

A.D. 1910.

until the provisions of this section have been complied with:

- (6) Any person to whom the Council refuses a supply of gas under the provisions of this section may appeal to a petty sessional court against such refusal and the court may after hearing the parties and considering any questions as to the reasonableness of the Council's specification make such order as seems to them proper in the circumstances and may order by which of the parties the costs of and incident to the appeal shall be paid.

Gas consumers to give notice to Council before removing.

49. At least twenty-four hours' notice in writing shall be given to the Council by every gas consumer before he shall quit any premises supplied with gas by meter by the Council and in default of such notice the consumer so quitting shall be liable to pay to the Council the money accruing due in respect of such supply up to the next usual period for ascertaining the register of the meter on such premises or the date from which any subsequent occupier of such premises shall require the Council to supply gas to such premises whichever shall first occur. Notice of the effect of this enactment shall be endorsed upon every demand note for gas charges payable to the Council.

Power to refuse supply to persons in debt for other premises.

50. If a person requiring a supply of gas from the Council has previously quitted premises at which gas was supplied to him by the Council without paying to them all gas charges and meter rent due from him to the Council they may refuse to furnish to him a supply of gas until he pays the same.

Notice to discontinue supply of gas.

51. A notice to the Council from a consumer for the discontinuance of a supply of gas shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at the office of or sent by post to the clerk to the Council.

Period of error in defective meters.

52. In the event of any meter used by a consumer of gas being tested in manner provided by the Sale of Gas Act 1859 and being proved to register erroneously within the meaning of the said Act such erroneous registration shall be deemed to have first arisen during the then last preceding quarter of the year unless it be proved to have first arisen during the then

A.D. 1910.

current quarter The amount of the allowance to be made to or of the surcharge to be made upon the consumer by the Council shall be paid by or to the Council to or by the consumer as the case may be and shall be recoverable in the like manner as gas charges are recoverable by the Council.

53. The Council may lay down place repair alter remove and renew mains and pipes within the limits of supply for the purpose of procuring conducting or disposing of any tar or other materials used by them in or resulting from any manufacture of gas or any residual products thereof or for any purpose connected with their business and the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the protection of pipes when laid shall so far as applicable extend and apply to the laying down and placing repairing altering or removing and protection of such mains and pipes.

Power to lay down and utilise pipes for ancillary purposes.

54. Every consumer of gas supplied by the Council who uses a gas engine shall if required to do so by the Council use an anti-fluctuator and shall at all times at his own expense keep such anti-fluctuator in proper order and in default of his so using or keeping such anti-fluctuator in proper repair the Council may cease to supply gas to such consumer The Council shall have access to and be at liberty to take off remove test inspect and replace any such anti-fluctuator at all reasonable times such taking off removal testing inspecting and replacing to be done at the expense of the Council if the anti-fluctuator be found in proper order but otherwise at the expense of the consumer.

Anti-fluctuators for gas engines.

PART IV.

FINANCE.

55.—(1) The Council may independently of any other borrowing power borrow at interest money for the following purposes (that is to say):—

Power to borrow.

- (A) For the purchase of the undertaking of the company and for paying any sums payable by the Council to the company under the scheduled Egremont agreement and for defraying the costs and expenses incident to such purchase and to the transfer of such undertaking to the Council (other than the

A.D. 1910.

costs of this Act) and for the purchase of the gas mains pipes and works of the Cleator Moor Council and of the Whitehaven Council and for defraying the costs and expenses incident to such purchase and to the transfer of such gas mains pipes and works to the Council (other than the costs of this Act) such sum as may be necessary;

(B) For the purchase of lands authorised by the section of this Act of which the marginal note is "Power to purchase lands compulsorily" such sum as may be necessary;

(C) For the erection and equipment of new gasworks for the alteration improvement and extension of the existing gasworks for the construction of the road authorised by this Act and the stopping up of a portion of Lamb Lane the sum of eight thousand and fifty-seven pounds;

(D) For the purchase of cookers engines stoves and meters in connexion with the undertaking such sum or sums as the Council from time to time think requisite not exceeding the sum of five hundred pounds;

(E) For paying the costs and expenses of this Act the sum requisite for that purpose;

and with the approval of the Local Government Board such further moneys as the Council may require for any of the purposes of this Act or otherwise in relation to the undertaking.

(2) In order to secure the repayment of the moneys borrowed under this section and the payment of the interest thereon the Council may mortgage or charge the revenue of the undertaking and the district fund and general district rate.

Section 234
of Public
Health Act
not to apply.

56. The powers of borrowing by this Act given shall not be restricted by any of the regulations contained in section 234 of the Public Health Act 1875 and in calculating the amount which the Council may borrow under that Act any sums which they may borrow under this Act shall not be reckoned.

Method of
raising
money.

57. The Council may raise all or any moneys which they are authorised to borrow under this Act by mortgage or by the issue of debentures under and subject to the provisions of the Local Loans Act 1875 or partly in one way and partly in another Provided that the provisions contained in the section

of this Act whereof the marginal note is "Sinking fund" shall apply to sinking funds formed for the repayment of moneys borrowed under the Local Loans Act 1875 instead of the provisions of section 15 of that Act. A.D. 1910.

58. The following sections of the Public Health Act 1875 shall extend and apply to mortgages granted under this Act (that is to say):—

- Section 236 (Form of mortgage);
- Section 237 (Register of mortgages);
- Section 238 (Transfer of mortgages);
- Section 239 (Receiver may be appointed in certain cases).

Provisions of Public Health Act as to mortgages to apply.

59. The Council shall pay off all moneys borrowed by them under this Act within the respective periods (in this Act referred to as "the prescribed periods") following (that is to say):—

Periods of repayment of money borrowed.

As to moneys borrowed for the purposes (A) and (C) mentioned in the section of this Act the marginal note whereof is "Power to borrow" within thirty years from the date or dates of the borrowing of the same;

As to moneys borrowed for the purpose (B) in the said section mentioned within forty years from the date or dates of the borrowing of the same;

As to moneys borrowed for the purpose (D) in the said section mentioned within ten years from the date or dates of the borrowing of the same;

As to moneys borrowed for the purpose (E) in the said section mentioned within five years from the date of the passing of this Act;

As to moneys borrowed with the approval of the Local Government Board within such period not exceeding sixty years as that Board may think fit to sanction.

60. The Council shall pay off all moneys borrowed by them on mortgage under the powers of this Act 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

Method of payment off of money borrowed.

A.D. 1910. repayments from the time of borrowing the sum in respect of which the payment is made.

Sinking
fund.

61.—(1) If the Council determine to repay by means of a sinking fund any moneys borrowed by virtue of this Act such sinking fund shall be formed and maintained either—

(A) By payment to the fund throughout the prescribed period of such equal annual sums as will together amount to the moneys for the repayment of which the sinking fund is formed. A sinking fund so formed is herein-after called a “non-accumulating sinking fund”; or

(B) By payment to the fund throughout the prescribed period of such equal annual sums as with accumulations at a rate not exceeding three per centum per annum will be sufficient to pay off within the prescribed period the moneys for the repayment of which such sinking fund is formed. A sinking fund so formed is herein-after called an “accumulating sinking fund.”

(2) Every sum paid to a sinking fund and in the case of an accumulating sinking fund the interest on the investments of the sinking fund shall unless applied in repayment of the loan in respect of which the sinking fund is formed be immediately invested in statutory securities the Council being at liberty from time to time to vary and transpose such investments.

(3) In the case of a non-accumulating sinking fund the interest on the investments of the fund may be applied by the Council towards the equal annual payments to the fund.

(4) The Council may at any time apply the whole or any part of any sinking fund in or towards the discharge of the money for the repayment of which the fund is formed. Provided that in the case of an accumulating sinking fund the Council shall pay into the fund each year and accumulate during the residue of the prescribed period a sum equal to the interest which would have been produced by such sinking fund so applied if invested at the rate per centum per annum on which the annual payments to the sinking fund are based.

(5) (A) If and so often as the income of an accumulating sinking fund is not equal to the income which would be

derived from the amount invested if the same were invested at the rate per centum per annum on which the equal annual payments to the fund are based any deficiency shall be made good by the Council: A.D. 1910.

(B) If and so often as the income of an accumulating sinking fund is in excess of the income which would be derived from the amount invested if the same were invested at the rate per centum per annum on which the equal annual payments to the fund are based any such excess may be applied towards such equal annual payments.

(6) Any expenses connected with the formation maintenance investment application management or otherwise of any sinking fund under this Act shall be paid by the Council in addition to the payments provided for by this Act.

(7) If it appears to the Council at any time that the amount in the sinking fund with the future payments thereto in accordance with the provisions of this Act together with the accumulations thereon (in the case of an accumulating sinking fund) will probably not be sufficient to repay within the prescribed periods the moneys for the repayment of which the sinking fund is formed it shall be the duty of the Council to make such increased payments to the sinking fund as will cause the sinking fund to be sufficient for that purpose Provided that when it appears to the Local Government Board that any such increase is necessary the Council shall increase the payments to such extent as the Board may direct.

(8) If the Council desire to accelerate the repayment of any loan they may increase the amounts payable to any sinking fund.

(9) If the amount in any sinking fund with the future payments thereto in accordance with the provisions of this Act together with the accumulations thereon (in the case of an accumulating sinking fund) will in the opinion of the Local Government Board be more than sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed the Council may reduce the payments to be made to the sinking fund either temporarily or permanently to such an extent as the Local Government Board shall approve.

(10) If the amount in any sinking fund at any time together with the probable accumulations thereon (in the case of an

A.D. 1910. — accumulating sinking fund) will in the opinion of the Local Government Board be sufficient to repay the loan in respect of which it is formed within the prescribed period the Council may with the consent of that Board discontinue the equal annual payments to such sinking fund until the Local Government Board shall otherwise direct.

(11) Any surplus of any sinking fund remaining after the discharge of the whole of the moneys for the repayment of which it was formed shall be applied to such purpose as the Council with the consent of the Local Government Board may determine.

Protection of
lender from
inquiry.

62. A person lending money to the Council under this Act shall not be bound to inquire as to the observance by them of any provisions of this Act or be bound to see to the application or be answerable for any loss mis-application or non-application of the money lent or of any part thereof.

Council not
to regard
trusts.

63. The Council shall not be bound to see to the execution of any trust whether expressed implied or constructive to which any loan or security for loan given by them may be subject but the receipt of the person in whose name any loan or security for loan stands in the register of mortgages of the Council shall be sufficient discharge to the Council in respect thereof notwithstanding any trusts to which such loan or security may be subject and whether or not the Council have had express or implied notice of any such trust or of any charge or incumbrance upon or transfer of such loan or security or any part thereof or any interest thereon not entered in the register.

Power to
re-borrow.

64.—(1) The Council shall have power—

(A) To borrow for the purpose of paying off any moneys previously borrowed under this Act which are intended to be forthwith repaid; or

(B) To borrow in order to replace moneys which during the previous twelve months have been temporarily applied from other funds of the Council in repaying moneys previously borrowed under this Act and which at the time of such repayment it was intended to replace by borrowed moneys.

(2) Any moneys borrowed under this section shall for the purposes of repayment be deemed to form part of the original

loan and shall be repaid within that portion of the prescribed period which remains unexpired and the provisions which are for the time being applicable to the original loan shall apply to the moneys borrowed under this section. A.D. 1910.

(3) The Council shall not have power to borrow for the purpose of making any payment to a sinking fund or of paying any instalment or making any annual payment which has become or may become due in respect of borrowed moneys.

(4) The Council shall not have power to borrow in order to replace any moneys previously borrowed which have been repaid—

- (A) By instalments or annual payments; or
- (B) By means of a sinking fund; or
- (C) Out of moneys derived from the sale of land; or
- (D) Out of any capital moneys properly applicable to the purpose of the repayment other than moneys borrowed for that purpose.

65.—(1) The clerk to the Council shall within twenty-one days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to a sinking fund in pursuance of the provisions of this Act or in respect of any money raised thereunder and at any other time when the Local Government Board may require such a return to be made transmit to the Local Government Board a return in such form as may be prescribed by that Board and if required by that Board verified by statutory declaration of the clerk to the Council showing for the year next preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year. And in the event of his failing

Return to
Local Go-
vernment
Board as to
repayment
of debt.

A.D. 1910. to make such return the clerk to the Council shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(2) If it appears to the Local Government Board by that return or otherwise that the Council have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated or to set apart any sum required for any sinking fund (whether such instalment or annual payment or sum is required by this Act or by the Local Government Board in virtue thereof to be paid appropriated or set apart) or have applied any portion of any sinking fund to any purposes other than those authorised the Local Government Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid or applied as in such order mentioned and any such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

Application
of money
borrowed.

66. Moneys borrowed or raised by the Council under this Act shall be applied only to the several purposes in respect of which they were respectively authorised to be borrowed or raised and to which capital is properly applicable.

Proceeds of
sale of sur-
plus lands.

67. The proceeds of the sale of any lands or other property of the Council under the powers of this Act and the fines and premiums on any leases granted by the Council under this Act shall be distinguished as capital in the accounts of the Council and shall be applied in discharge of any moneys borrowed by the Council under this Act to which such capital moneys would be properly applicable or if there shall be no moneys owing under this Act such proceeds shall be applied in or towards paying off any other moneys for the time being owing by the Council but shall not be applied to the payments of instalments or to payments into the sinking fund except to such extent and upon such terms as may be approved by the Local Government Board and borrowed money discharged by the application of such sums shall not be re-borrowed.

68. The Council shall apply all moneys received by them in respect of the undertaking except money borrowed and money received from the sale of lands or other moneys received on capital account as follows (that is to say):—

A.D. 1910.
Application
of revenue of
undertaking:

First In payment of the working and establishment expenses and cost of maintenance of the undertaking;

Secondly In payment of the interest on moneys borrowed by the Council for the purposes of the undertaking;

Thirdly In providing the requisite appropriations instalments or sinking fund payments in respect of moneys borrowed by the Council for the purposes of the undertaking;

Fourthly In extending improving and constructing (if the Council think fit) any works for the purposes of the undertaking;

Fifthly In providing a reserve fund (if the Council think fit) by setting aside such money as they think reasonable and investing the same and the resulting income thereof in statutory securities and accumulating the same at compound interest until the fund so formed amounts to one-fifth of the aggregate capital expenditure for the time being upon the undertaking which fund shall be applicable to answer any deficiency at any time happening in the income of the Council from the undertaking or to meet any extraordinary claim or demand at any time arising against the Council in respect of the undertaking and so that if that fund be at any time reduced it may thereafter be again restored to the prescribed limit and so from time to time as often as such reduction happens Provided that resort may be had to the reserve fund under the foregoing provisions although such fund may not at the time have reached or may have been reduced below the full amount of one-fifth of the said aggregate capital expenditure:

And the Council shall carry to the district fund so much of any balance remaining in any year of the income of the undertaking (including the interest on the reserve fund when such fund amounts to one-fifth of the said aggregate capital expenditure) as may in the opinion of the Council not be required for carrying on improving or extending the undertaking and paying the current expenses connected therewith.

A.D. 1910.

As to de-
ficiency
in receipts.

69. Any deficiency in the revenues or receipts of the Council on account of the undertaking shall be made good out of the district fund and the next general district rate to be made by the Council shall be increased so far as may be necessary to recoup to the district fund the amount so made good out of that fund.

PART V.

MISCELLANEOUS.

Dwelling-
houses for
persons in
employ of
Council.

70. The Council may purchase or take on lease and may erect fit up maintain and let upon the lands for the time being belonging to or leased by them for the purposes of the undertaking dwelling-houses for persons employed by them for the purposes of the undertaking.

Power to
hold licences
under letters
patent.

71. The Council may purchase take hold and use patent rights or licences or authorities (not being exclusive) under any letters patent for the use of any invention relative to the manufacture conversion utilisation or distribution of gas and such materials and residual products as herein-before mentioned.

Correction
of errors &c.
in deposited
plans and
books of
reference.

72. If there be any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited books of reference the Council after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the county of Cumberland for the correction thereof and if it appear to the justices that the omission mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county of Cumberland and a duplicate thereof shall also be deposited with the clerk of the Council and such certificate and duplicate respectively shall be kept by such clerk of the peace and clerk of the Council respectively with the other documents to which the same relate and thereupon the deposited plans and books of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Council to take the lands and execute the works in accordance with such certificate.

73. The provisions of section 58 of the Local Government Act 1894 shall apply to the accounts of the Council and of their committees and officers and to the audit thereof and the accounts of the Council shall be made up yearly to the thirty-first day of March in each year. A.D. 1910.
Audit of
accounts.

74.—(1) Where any notice or demand under this Act within the district requires authentication by the Council the signature of the clerk or other duly authorised officer of the Council shall be sufficient authentication. Authenti-
cation and
service of
notices &c.

(2) Notices demands orders and other documents required or authorised to be served under this Act may be served in the same manner as notices under the Public Health Act 1875 are by section 267 of that Act authorised to be served Provided that in the case of any company any such notice demand order or document shall be delivered or sent by post addressed to the secretary of the company at their principal office or place of business.

75. Save as otherwise by this Act expressly provided all offences against this Act and all penalties forfeitures costs and expenses imposed or recoverable under this Act or any byelaw made in pursuance thereof may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts. Recovery of
penalties &c.

76. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action. Recovery of
demands.

77.—(1) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary for giving effect to any of the provisions 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. Power to
Local Go-
vernment
Board to
direct in-
quiries.

A.D. 1910.

(2) The Council shall pay to the Local Government Board any expenses incurred by that Board in relation to any inquiries under 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.

Application
of penalties.

78. All penalties recovered under this Act or under any byelaw thereunder shall except in the case of penalties recovered against the Council be paid to the treasurer of the Council and be by him carried to the credit of the undertaking.

Difference
with road
authorities or
companies.

79. If any difference arise between the Council and any road authority or canal or other company whose lands or works the Council have power to cross under the authority of this Act as to the mode of laying down repairing altering or enlarging their mains pipes or other works in over or upon such lands or works or the facilities to be afforded for the same such difference shall be settled by an engineer or other fit person to be appointed by the Board of Trade at the request of either party.

Expenses of
Act.

80. The costs charges and expenses preliminary to and of and incidental to the preparing applying for and obtaining the passing of this Act (including the costs charges and expenses preliminary to and of and connected with the compliance with the provisions of the Borough Funds Acts 1872 and 1903 with respect to the Bill for this Act) or otherwise in relation thereto shall be taxed by the taxing officer of the House of Lords or of the House of Commons and shall be paid by the Council in the first instance out of the district fund and general district rate and ultimately may be paid out of moneys borrowed by the Council for that purpose under the authority of this Act.

The SCHEDULES referred to in the foregoing Act.

A.D. 1910.

FIRST SCHEDULE.

AN AGREEMENT made the second day of November one thousand nine hundred and nine between the EGREMONT GAS LIGHT AND COKE COMPANY a company duly registered under the Companies Acts and having its registered office at Egremont in the county of Cumberland (herein-after called "the Company") of the one part and the URBAN DISTRICT COUNCIL OF EGREMONT in the county of Cumberland (herein-after called "the Council") of the other part.

Stamp.

Thirty-one
pounds.

WHEREAS the Company was established in the year one thousand eight hundred and fifty-three with the object of making gas and therewith lighting the streets houses and other places in the town of Egremont and elsewhere as might be agreed upon:

And whereas the Company are the owners of the parcel of land situate at Beck Green Egremont aforesaid upon which are erected the buildings plant and apparatus for making storing and sale of gas and also of the mains and pipes laid in the streets of the town of Egremont aforesaid and at Moor Row Bigrigg and other places in the parish of Egremont aforesaid:

Now it is hereby agreed as follows:—

1. The Company shall sell and the Council shall purchase (except as herein-after mentioned) freed and discharged from the debts of the Company the gasworks and all plant apparatus and works connected therewith and all mains pipes meters stores fittings furniture tools and other effects except as herein-after appears and all property real and personal of the Company and all easements rights powers authorities and privileges enjoyed or exerciseable by the Company as such works plant apparatus effects property easements rights powers authorities and privileges shall exist on the day herein-after appointed for the completion of such sale and purchase (herein-after called "the transfer day") And also all contracts and benefits of contracts being in subsistence on the transfer day and all registers books accounts maps and documents relating to the making and sale of gas but not books and documents which relate only to the formation and management of

A.D. 1910. the Company (all which premises so agreed to be sold and purchased are herein-after referred to as "the undertaking").

2. There shall be excepted from such sale and purchase all moneys lying to the credit of the Company at their bankers and all debts due to the Company on the transfer day.

3. The consideration for the sale shall be the payment by the Council to the Company on the transfer day of the sum of six thousand five hundred pounds and also of such sum as shall be agreed upon or in default of agreement fixed by arbitration as the price of the coal coke gas lime and residuals.

4. Until the transfer day the Company shall keep up as near as may be their usual stock of pipes meters tools and loose effects.

5. The Company shall be entitled to all charges payments rents and profits up to the transfer day and shall discharge all trade accounts outgoings and liabilities up to that day including the repayment of moneys (if any) borrowed by the Company and interest in respect thereof but not including moneys borrowed for the purpose of expenditure which may be made in accordance with paragraph 7 hereof and shall indemnify the Council therefrom and as from the transfer day the Council shall be entitled to all such charges payments rents and profits. The said charges payments rents profits and outgoings shall if and so far as necessary be apportioned.

6. The Company shall until the transfer day carry on and manage their undertaking according to their usual course of business and shall uphold maintain and keep the works and property included in their undertaking in their present state and condition (reasonable wear and tear and accidents and strikes of workmen excepted) and shall continue to keep proper accounts.

7. The Company shall between the date of this agreement and the transfer day at the request of the Council lay out and expend on their undertaking such sum or sums of money (not exceeding in the whole one thousand pounds) in such manner as the Council may direct under the hand of their clerk and the Council shall on the transfer day repay to the Company the amount so expended together with the interest actually paid by the Company on such part of such expenditure as shall be made within six months prior to the transfer day.

8. The Company shall on the transfer day leave in their gas holders a sufficient supply of gas to meet the usual requirements of the consumers.

9. From and after the transfer day and until the Company shall be finally wound up and dissolved the Company shall have full

access at all reasonable times to the registers documents books and accounts relative to their undertaking for the purpose of making up the accounts of the Company and for all other reasonable purposes in relation to the winding up of the Company and the Council shall permit the officers and servants of the Council who have been in the employ of the Company as far as may be necessary for such purposes and compatible with the execution of their duties to the Council to assist in making up such accounts. A.D. 1910.

10. On the transfer day the meters of all consumers supplied by the Company shall be read and recorded by some competent person or persons to be approved by the Company and the Council or in such other manner as may be agreed between the parties hereto.

11. On the transfer day or so soon thereafter as the Council shall have paid to the Company the whole of the aforesaid sum of six thousand five hundred pounds and any advances and interest made under paragraph 7 of this agreement the Company shall forthwith execute all deeds and documents and do all things reasonably required by the Council for carrying into effect the sale and purchase and for duly transferring to and vesting in the Council the undertaking free from all debts liabilities and incumbrances affecting the same (save as herein-before mentioned) and for letting the Council into possession thereof and shall so far as possible procure the execution of such deeds and documents by all other (if any) necessary parties.

12. The day appointed for the completion of the sale and purchase (herein-before referred to as "the transfer day") shall be the twenty-first day after the giving of the Royal Assent to the special Act of Parliament and if from any cause all or any part of the aforesaid sum of six thousand five hundred pounds or any other sum or sums payable by the Council on that day shall not be paid on that day the Council shall pay to the Company interest after the rate of three pounds ten shillings per centum per annum on the moneys so remaining unpaid from the transfer day until payment thereof.

13. If from any cause the sale and purchase shall not be actually completed on the transfer day the Company shall as agents for and at the expense and risk of the Council carry on the undertaking until the sale and purchase shall be actually completed and the Council shall on or before the actual completion of the sale and purchase repay to the Company all moneys expended by them whilst acting as such agents.

14. After the sale and purchase shall have been actually completed the Company shall continue to subsist only for the purpose of winding up their affairs.

A.D. 1910.

15. The Council shall promote and use its best endeavours to procure the passing in the next session of Parliament of a Bill with such clauses as may be necessary to carry this agreement into effect and the Company shall at the cost of the Council aid and assist the Council in obtaining the said intended Act and in furtherance of this object shall supply to the Council free of charge such information particulars and evidence in the possession of the Company or of any of their officers and servants as the Council may reasonably require and the Company by themselves their officers and servants shall at such like cost support the Bill by evidence or otherwise if need be.

16. This agreement is subject to the approval of Parliament and to such alterations as may be made by Parliament therein and may be scheduled to the Bill to be promoted by the Council in the next session of Parliament 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.

17. Within seven days after the date of the Royal Assent to the special Act of Parliament the Company shall deliver to the Council or their solicitor an abstract of their title such abstract to commence at such period as the Council shall require but so that such commencement shall not be earlier than an indenture dated the twentieth day of May one thousand eight hundred and fifty-three and made between William Nicholson of the one part and Isaac Chambers Henry Coulton Edward Downes Joseph Roberts William Ireland Joseph Tyson and John Sherwen of the other part and within fourteen days from the delivery of the abstract the Council shall make and send to the Company's solicitor their objections and requisitions (if any) in respect of the title or the abstract and all objections and requisitions not sent within that time shall be deemed to be waived.

18. The Council shall in any event pay to the Company in addition to the costs charges and expenses payable under section 82 of the Lands Clauses Act 1845 all costs and expenses whatsoever incurred by the Company in or in connexion with the negotiations for and preparation and execution of this agreement or otherwise in relation thereto.

19. All questions of difference which may at any time arise between the parties hereto or those claiming under them touching this agreement or the subject-matter thereof or arising out of or in relation thereto respectively whether as to construction or otherwise shall be referred to a single arbitrator in case the parties can agree upon one and in default of agreement to two arbitrators one to be appointed by each party to the difference and in either case in

accordance with and subject to the provisions of the Arbitration Act 1889 or any statutory modification thereof. A.D. 1910.

In witness whereof the common seals of the parties hereto have been hereunto affixed the day and year first before written.

Sealed with the common seal of the Egremont Gas Light and Coke Company, in the presence of

Seal of the
Egremont Gas
Light and Coke
Company.

SAML. BRAITHWAITE }
JAMES LOWERY } Directors.
GEORGE DOUGLAS Secretary.

The common seal of the urban district council of Egremont was hereunto affixed in the presence of

L.S.

JOHN SMITH Chairman.
JOHN BOWLY Clerk to the Council.

SECOND SCHEDULE.

AN AGREEMENT made the ninth day of April one thousand nine hundred and ten between the URBAN DISTRICT COUNCIL OF CLEATOR MOOR (herein-after called "the Cleator Moor Council") of the one part and the URBAN DISTRICT COUNCIL OF EGREMONT (herein-after called "the Egremont Council") of the other part.

Stamp.

Three
pounds.

WHEREAS by the Cleator Moor Local Board (Gas) Act 1892 the Cleator Moor Local Board the predecessors of the Cleator Moor Council were authorised to supply gas in certain portions of the parish of Egremont within the district of the Egremont Council namely "Those portions of the parish of Egremont lying between
" the parish of Cleator and an imaginary line commencing at the
" centre of the south side of Low Keekle Bridge in the parish
" of Egremont and proceeding thence in a south-westwardly direction
" on the south side of the road leading from Cleator towards
" Woodend to the west side of Gutterby Lane from thence in a north-
" wardly direction on the west side of the said lane to the south-east

[Ch. xxxviii.] *Egremont Urban District Council* [10 EDW. 7 &
(Gas) Act, 1910. 1 GEO. 5.]

A.D. 1910. “ corner of Church Street Moor Row at its junction with Gutterby
“ Lane and proceeding thence on the south side of the highway
“ leading from Moor Row towards Scalegill Place forty-six yards
“ and from thence proceeding in a westwardly direction across the last-
“ mentioned highway two hundred and four yards and from thence
“ in a northerly direction two hundred and nine yards until the
“ said line joins the London and North Western and Furness Joint
“ Companies Railway on the north side thereof and from thence
“ along the said railway in an eastwardly direction until the said
“ line joins the boundary dividing the said parish of Egremont from
“ the parish of Hensingham” :

And whereas the Cleator Moor Local Board and their successors the Cleator Moor Council have laid down pipes and do supply gas in such portions of the area of the Egremont Council :

And whereas the Egremont Council are promoting a Bill in the present session of Parliament to confirm an agreement which they have entered into with the Egremont Gas Light and Coke Company for the sale and transfer to the Egremont Council of the undertaking of the Company and for the acquisition by the Egremont Council of the gas mains of the Cleator Moor Council in the parish of Egremont and for the repeal of the powers of the Cleator Moor Council to supply gas within the parish of Egremont and to authorise the Egremont Council to construct and maintain gasworks and supply gas and for other purposes :

And whereas it has been agreed between the parties hereto that (subject to the approval of Parliament) the Egremont Council shall acquire upon the terms herein-after contained such of the mains and pipes and such of the rights of the Cleator Moor Council of supplying gas in the parish of Egremont as are herein-after mentioned :

Now it is hereby agreed by and between the parties hereto as follows :—

1. The Cleator Moor Council shall sell and the Egremont Council shall purchase the gas mains pipes meters and fittings (other than gas ovens) of the Cleator Moor Council as specified in the schedule hereto except as herein-after appears together with all the rights and powers of the Cleator Moor Council to supply gas within that portion of their limits which is within the parish of Egremont (herein-after called “the said area”) and also all contracts and benefits of contracts in relation to the supply of gas from such mains in subsistence upon the day herein-after appointed for the completion of such sale and purchase other than any contract with a railway company or companies.

A.D. 1910.

2. The price to be paid by the Egremont Council to the Cleator Moor Council shall be the sum of five hundred and seventy-nine pounds ten shillings and sevenpence and the same shall be so paid and the purchase completed upon the twenty-first day after the Royal Assent shall have been given to the Bill which date is herein referred to as "the transfer day."

3. From and after the transfer day the Cleator Moor Council shall not supply gas within the said area except to the station goods yard station master's residence buildings and property belonging to the London and North Western and Furness Joint Railway Companies and situate at Moor Row in the said parish (other than dwelling-houses) which shall continue to be within the gas limits of the Cleator Moor Council and shall not form part of the said area.

4. Until the transfer day the Cleator Moor Council shall keep the gas mains pipes meters and fittings (other than gas ovens) in the said area belonging to them in good repair and shall maintain therein as good and efficient a supply of gas as is now afforded by them.

5. The Cleator Moor Council shall be entitled to all charges payments rents and profits and shall discharge all debts accounts outgoing and liabilities in respect of the supply of gas in the said area up to the transfer day.

6. On the transfer day the meters of all consumers other than the railway companies supplied by the Cleator Moor Council in the said area shall be read and recorded by some competent person or persons to be approved by the two Councils or in such other manner as may be agreed.

7. If from any cause all or any part of the aforesaid sum of five hundred and seventy-nine pounds ten shillings and sevenpence shall not be paid on the transfer day the Egremont Council shall pay to the Cleator Moor Council interest after the rate of four pounds per cent. per annum on the money so remaining unpaid from the transfer day until payment thereof.

8. The Cleator Moor Council shall at the cost of the Egremont Council aid and assist the Egremont Council in carrying through the said Bill and in furtherance of this object shall supply to the Egremont Council such information particulars and evidence in the possession of the Cleator Moor Council or any of their officers and servants as the Egremont Council may reasonably require.

9. The Egremont Council shall pay to the Cleator Moor Council their costs charges and expenses in connexion with the opposition of the Cleator Moor Council to the Bill above recited and also in connexion with the transfer of the property agreed to be sold by these presents.

A.D. 1910.

10. The Egremont Council agree to insert such provisions in the said Bill as the Cleator Moor Council may reasonably require for relieving that Council of any obligation to supply gas within the said area other than to the premises of the railway companies aforesaid.

11. All questions of difference which may at any time arise between the parties hereto or those claiming under them touching this agreement or the subject-matter thereof or arising out of or in relation thereto respectively whether as to construction or otherwise shall be referred to a single arbitrator in case the parties can agree upon one and in default of agreement to two arbitrators one to be appointed by each party to the difference and in either case in accordance with and subject to the provisions of the Arbitration Act 1889 or any statutory modification thereof.

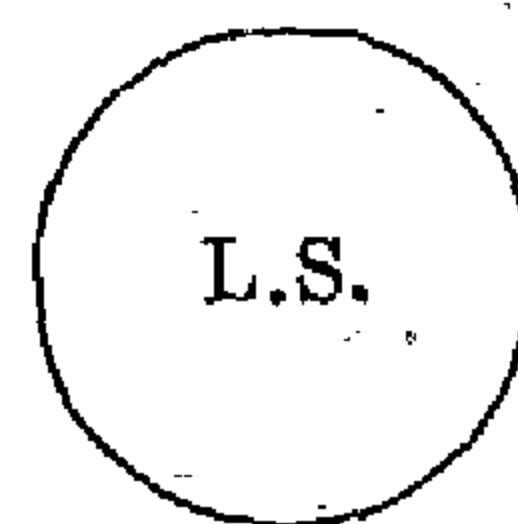
12. This agreement is subject to the approval of Parliament and such alterations as may be made by Parliament therein and shall be scheduled to the Bill promoted as aforesaid but in the event of either House of Parliament making any material alteration in this agreement it shall be competent to either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

In witness whereof the said parties hereto have caused their respective common seals to be hereto affixed the day and year first above written.

The SCHEDULE above referred to.

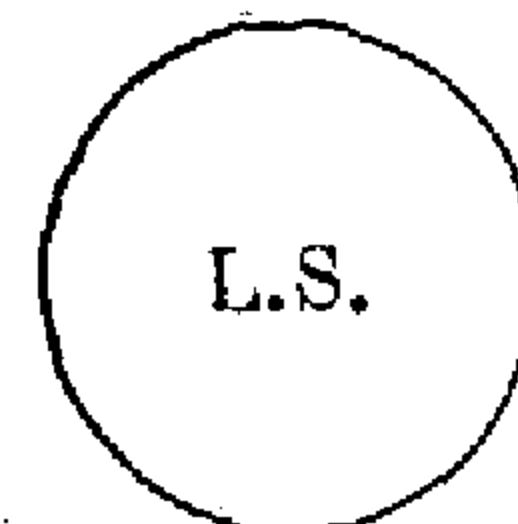
The gas mains pipes meters and fittings (other than gas ovens) in the parish of Egremont belonging to the Cleator Moor Council excepting all such gas mains pipes meters and fittings as are used for the supply of such portion of the Moor Row railway station and the platforms sidings workshops carriage sheds offices station goods yard station master's residence and signal boxes as is within the parish of Egremont.

The common seal of the urban district
council of Cleator Moor was hereto
affixed in the presence of



HENRY ROTHERY Clerk to the Council.

The common seal of the urban district
council of Egremont was hereto affixed
in the presence of



JOHN SMITH Chairman.

JNO. BOWLY Clerk.

THIRD SCHEDULE.

A.D. 1910.

AN AGREEMENT made the seventeenth day of May one thousand nine hundred and ten between the RURAL DISTRICT COUNCIL OF WHITEHAVEN (herein-after called "the Whitehaven Council") of the one part and the URBAN DISTRICT COUNCIL OF EGREMONT (herein-after called "the Egremont Council") of the other part.

Stamp.

Ten
shillings.

WHEREAS the Whitehaven Council have laid down the gas pipes herein-after mentioned and have connected the said pipes with the gas main of the Egremont Gas Light and Coke Company at the extreme end of Cringlethwaite Terrace:

And whereas the Egremont Council are promoting a Bill in the present session of Parliament for amongst other things to confirm an agreement which they have entered into with the Egremont Gas Light and Coke Company for the sale and transfer to the Egremont Council of the undertaking of that company and for the acquisition by the Egremont Council of such of the gas mains of the Whitehaven Council as are situate in the parish of Saint John Beckermest:

And whereas it has been agreed between the parties hereto that (subject to the approval of Parliament) the Egremont Council shall acquire upon the terms herein-after mentioned the aforesaid line of pipes belonging to the Whitehaven Council in the parish of Saint John Beckermest:

Now it is hereby agreed by and between the parties hereto as follows:—

1. The Whitehaven Council shall sell and the Egremont Council shall purchase for the sum of ten pounds the line of pipes situate in the parish of Saint John Beckermest and lying between the extreme end of Cringlethwaite Terrace and Saint Thomas's Cross containing in the whole one hundred and twenty-five yards.

2. The Whitehaven Council shall until the day appointed for completion of the sale and purchase keep the said line of pipes in a good state of repair and condition.

3. The date appointed for the completion of the sale and purchase shall be the twenty-first day after the Royal Assent shall have been given to the said Bill and if from any cause all or any part of the aforesaid sum of ten pounds shall not be paid on that day the Egremont Council shall pay to the Whitehaven Council interest after the rate of four pounds per centum per annum on the money so remaining unpaid until payment thereof.

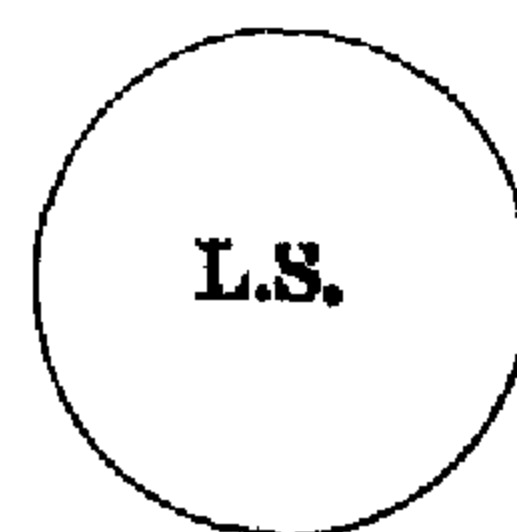
A.D. 1910.

4. This agreement is subject to the approval of Parliament and such alterations as may be made by Parliament therein and may be scheduled to the Bill promoted as aforesaid 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.

5. All questions of difference which may at any time arise between the parties hereto or those claiming under them touching this agreement or the subject-matter thereof or arising out of or in relation thereto respectively whether as to construction or otherwise shall be referred to a single arbitrator in case the parties can agree upon one and in default of agreement to two arbitrators one to be appointed by each party to the difference and in either case in accordance with and subject to the provisions of the Arbitration Act 1889 or any statutory modification thereof.

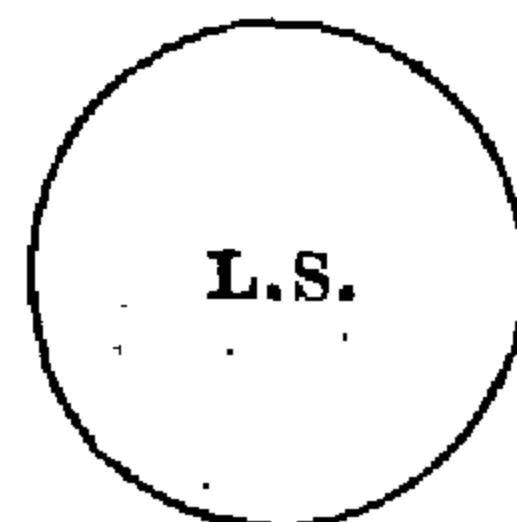
In witness whereof the rural district council of Whitehaven has caused its common seal to be hereunto affixed the day and year first before written.

The common seal of the rural district
council of Whitehaven was hereunto
affixed in the presence of



WM. HENRY ATKINSON Clerk.

The common seal of the urban district
council of Egremont was hereunto
affixed in the presence of



WILLIAM GARNETT Chairman.
JNO. BOWLY Clerk.

FOURTH SCHEDULE.

LANDS ON WHICH THE COUNCIL ARE ENTITLED TO MANUFACTURE AND STORE GAS.

(A) All that piece or parcel of land in the parish of Egremont in the county of Cumberland at present occupied by the company's gasworks dwelling-houses offices and buildings with their appurtenances containing 1209 square yards or thereabouts and bounded on the north by Lamb Lane on the east by a public road leading from Wyndham Place to Church Street and Crosside on the south by the last-mentioned

road and a garden and yard belonging or reputed to belong to Reuben A.D. 1910.
Roberts and others and on the west by a pinfold belonging or reputed
to belong to the Right Honourable Charles Henry Baron Leconfield.

(B) All that piece or parcel of land in the parish of Egremont in
the county of Cumberland belonging or reputed to belong to the
Wyndham Mining Company Limited being part of the close No. 324
on the Ordnance map of the parish of Egremont (scale $\frac{1}{2500}$ 2nd
edition 1899) and also part of the triangular piece of ground belonging
or reputed to belong to the Right Honourable Charles Henry Baron
Leconfield lying between such close and Lamb Lane and also so much
of Lamb Lane as is opposite to the piece or parcel of land (A) herein-
before described together containing 3232 square yards or thereabouts
and bounded on the north by part of the said close No. 324 on the
said map on the north-east and east by a tramway belonging or
reputed to belong to the said Wyndham Mining Company Limited
and the public road leading from Wyndham Place to Church Street
and Crosside on the south by the piece or parcel of land (A) herein-
before described and on the west in part by Lamb Lane and in part
by the remainder of the triangular piece of ground before referred to
and in part by the said close No. 324 on the said map.

FIFTH SCHEDULE.

LIMITS OF SUPPLY.

The whole of the parish and urban district of Egremont in the
county of Cumberland except the station goods yard the station master's
residence buildings and property other than dwelling-houses belonging
to the London and North Western and Furness Joint Railway Com-
panies and situate at Moor Row in the said parish and also so much
of the parish of St. John Beckermeth and of the township of Lowside
Quarter in the county of Cumberland as is situate between the eastern
boundary of the Egremont Urban District and a line beginning at
such boundary on the west side of the road leading from Egremont
by Pickethow to Low Mill at a point eighty yards or thereabouts south
of the south-east corner of the garden or inclosure No. 71 on the
Ordnance map of the parish of Egremont (scale $\frac{1}{2500}$ 2nd edition
1899) and proceeding thence in a straight line in an easterly direction
to the southern extremity of the buildings known as Ghyllbank in the
parish of St. John Beckermeth and proceeding thence in a straight line
due east to a point on the occupation road No. 260 on the Ordnance
map of the parish of St. John Beckermeth (scale $\frac{1}{2500}$ 2nd edition 1899)

A.D. 1910. two hundred and thirty yards or thereabouts south of the junction of such road with the road leading from St. Thomas's Cross to Carletonmoor Woods and proceeding thence in a straight line in a northerly direction to the eastern end of the footpath at the east end of the old reservoir in the said parish of St. John Beckermest and proceeding thence in a westerly direction along the north side of such footpath to the western end thereof and proceeding thence due west until it terminates in the centre of the river Ehen north of the old tannery on the boundary of the Egremont Urban District.

SIXTH SCHEDULE.

**FORM OF DEED OF TRANSFER OF UNDERTAKING OF THE
COMPANY TO THE COUNCIL.**

Pursuant and subject to the provisions of the Egremont Urban District Council (Gas) Act 1910 and in consideration of pounds
 shillings and pence the Egremont Gas Light and Coke
Company hereby grant convey and assign their undertaking including
all mines and minerals under the site of the works unto the urban
district council of Egremont and their successors To hold the same
unto and to the use of the urban district council of Egremont their
successors and assigns And the said Council do hereby accept the
same accordingly In witness whereof the Company and the Council
have hereunto affixed their common seals this day of
 one thousand nine hundred and

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FOR

ROWLAND BAILEY, Esq., M.V.O., the King's Printer of Acts of Parliament.

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