

ANNO TRICESIMO

# VICTORIÆ REGINÆ.

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## *Cap. lxxiv.*

An Act to alter and extend the Constitution and Powers of the Local Board for the District of the Middle Division of *Heap* in *Lancashire*, to extend such District, and to provide for the better paving, lighting, and otherwise improving the Town of *Heywood* in *Lancashire*; and for other Purposes. [31st *May* 1867.]

**W**HEREAS *Heywood* in *Lancashire* has become an important manufacturing Town, having a large Population, which is yearly on the Increase: And whereas a Part of *Heywood* is within the Middle Division of the Township of *Heap*, where in One thousand eight hundred and sixty-four "The Local Government Act, 1858," was adopted, such Division being now under the Jurisdiction of "the Local Board for the District of the Middle Division of *Heap*," who are herein referred to as "the *Heap* Local Board:" And whereas another Part of *Heywood* is situate within the Township of *Hopwood*, where the said Act of 1858 has also been adopted, and a Local Board called "the Local Board of Health of the Township of *Hopwood*" constituted: And whereas it

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is expedient that the Powers of the *Heap* Local Board be enlarged, and their Constitution be altered, and all necessary Powers be conferred for the Improvement and better Government not only of the said Middle Division of *Heap*, but of so much of the Townships of *Heap* in the Parish of *Bury*, and of *Pilsworth*, *Hopwood*, *Birtle-cum-Bamford*, and *Ashworth*, in the Parish of *Middleton* and of the Township of *Castleton* in the Parish of *Rochdale*, all in *Lancashire*, as are within a Radius of One Mile from the Spire of *Saint Luke's* Church, *Heywood*, and that for this Purpose Part of the Township of *Hopwood* be severed from the District now under the Jurisdiction of the Local Board of Health of that Township: And whereas the Area included within the Limits of this Act for Improvement and Sanitary Purposes is in this Act called "the District," and its Boundaries are more particularly defined upon a Map which was deposited in *November* last with the Clerk of the Peace for *Lancashire*, and at the Office in *Heywood* of the *Heap* Local Board, and which first-named Map is herein referred to as "the District Map:" And whereas it is expedient that the *Heap* Local Board should be reconstituted under the Name or Style of "the Local Board of *Heywood* in *Lancashire*," in this Act referred to as "the Local Board:" And whereas by "The *Heywood* Gas Amendment Act, 1856," the Act (Seventh of *George* the Fourth, Chapter Thirty-seven,) incorporating "the *Heywood* Gaslight and Coke Company" (herein referred to as "the Gas Company") was repealed, and further Powers were instead thereof granted to the same Company for supplying Gas to "the Town or Village of *Heywood*, and so much of the Townships or Places of " *Birtle-cum-Bamford*, *Ashworth*, *Heywood*, and *Pilsworth*, in the Parish " of *Middleton*, of *Heap* and *Whittle* in the Parish of *Bury*, and of " *Castleton* and *Spotland* in the Parish of *Rochdale*, as are not within " the Limits of 'The *Rochdale* Improvement Act, 1853,' all of which " Places are in *Lancashire*:" And whereas the original Capital of the Gas Company under the said Act consists of Ten thousand Pounds, divided into Four hundred Shares of Twenty-five Pounds each, all of which have been long since fully paid up: And whereas by the said Act "the Gas Company" are authorized to raise an additional Share Capital not exceeding Thirty thousand Pounds, and they have exercised this Power to the Extent of Twenty thousand Pounds by creating Four hundred new Shares of Twenty-five Pounds each, and Four hundred C Twenty-five Pound Shares, which respective Shares have been fully paid up: And whereas "the Gas Company" have agreed to transfer their Undertaking to "the Local Board" upon the Terms herein-after mentioned, and it is expedient that such Transfer take place: And whereas it is expedient that "the Local Board" be empowered to acquire the Lands herein-after referred to, and to construct thereon Gasworks: And whereas Plans showing the before-mentioned Lands, with a Book of Reference to the Plans, have been

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been deposited with the Clerk of the Peace for *Lancashire*, and are herein referred to as the deposited Plans and Book of Reference: And whereas "The *Heywood Waterworks Amendment Act, 1855,*" 18 & 19 Vict. c. xx. (18 Vict. c. 20.) repealed the Act incorporating "the *Heywood Waterworks Company,*" who are herein referred to as "the *Waterworks Company,*" and conferred upon that Company further Powers for supplying with Water "the Townships or Places of *Heap* and *Whittle* " in the Parish of *Bury*, of *Birtle-cum-Bamford*, *Bamford*, *Hopwood*, " *Pilsworth*, and *Middleton*, in the Parish of *Middleton*, of *Spotland* " and *Castleton* in the Parish of *Rochdale*, and of *Tonge*, *Alkrington*, and *Chadderton* in the Parish of *Prestwich-cum-Oldham*, all of " which Places are in *Lancashire*, excepting nevertheless out of such " Limits so much of the said Township of *Spotland* as lies at a Dis- " tance of more than One Mile from a certain Brook called *Nayden* " *Brook*, so much of the said Township of *Castleton* as lies beyond a " Circle of One Mile Radius from *Saint Luke's Church* in *Heywood*, " and such Part of the Township of *Chadderton* as lies on the Easterly " Side of the *Rochdale Canal*:" And whereas the total Share Capital of "the *Waterworks Company*" under their said Act consists of Two thousand two hundred Ten Pound Shares, representing Twenty-two thousand Pounds Capital, and a like Number of new Shares of the same Amount, making together Forty-four thousand Pounds of Share Capital, whereof the whole has been subscribed for and paid up: And whereas by "The *Heywood Waterworks (Amendment) Act, 1866,*" "the *Waterworks Company*" have Power to raise by Shares the further Sum of Fifty-six thousand Pounds: And whereas "the *Waterworks Company*" have borrowed and now owe under their said Acts Seventeen thousand nine hundred and fifty-three Pounds: And whereas it is expedient that "the *Waterworks Company*" have Power to sell, and "the *Local Board*" have Power to purchase, the Undertaking of the said Company: And whereas the Purposes aforesaid cannot be effectually accomplished without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; that is to say,

1. This Act may be cited for all Purposes as "The *Heywood* Short Title. *Improvement Act, 1867.*"

2. "The *Lands Clauses Consolidation Act, 1845,*" and "The *Lands Clauses Consolidation Acts Amendment Act, 1860,*" "The *Gasworks Clauses Act, 1847,*" except the Provisions with respect to the Amount of Profit to be derived by the Undertakers when the Gasworks are carried on for their Benefit, "The *Waterworks Clauses* 8 & 9 Vict. c. 18., 10 & 11 Vict. cc. 14., 15., & 17., 23 & 24 Vict. c. 106., and *Acts,*

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Acts, 1847 and 1863," except the Provisions with respect to the Amount of Profit to be received by the Undertakers when the Waterworks are carried on for their Benefit, and "The Markets and Fairs Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Public Health Acts extended to this Act.

3. "The Public Health Act, 1848," "The Local Government Act, 1858," and the several Acts from Time to Time amending the Public Health Acts respectively, save so far as any of the Provisions thereof are expressly varied or otherwise provided for by this Act, shall extend and apply to "the District," and to the Powers, Provisions, and Purposes of this Act, and to "the Local Board," as fully and effectually as though "the District" had been formed and "the Local Board" had been constituted a Local Board under "The Local Government Act, 1858," instead of by this Act.

Interpre-  
tation of  
Terms.

4. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Public Health Acts" includes "The Public Health Act, 1848," and the several Acts passed prior to the Year One thousand eight hundred and fifty-eight amending the same, and "The Local Government Act, 1858," and the several Acts subsequently passed amending the same; and the Expression "Superior Courts or Court of competent Jurisdiction," or any other like Expression in this Act, are to be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Constitution  
of Local  
Board.

5. "The Local Board" shall consist of Eighteen Persons, and for the Purpose of the Election of Members of the Local Board "the District" shall be divided into Three Wards, and the Names and Boundaries thereof respectively shall be as set forth in the Schedule (A.) hereunto annexed, and each Ward shall elect Six Members of the Local Board.

Qualification  
of Members  
of Local  
Board.

6. Every Person shall at the Time of his Election as a Member of "the Local Board," and so long as he shall continue in Office by virtue of such Election, be resident as in "The Public Health Act, 1848," is required, and be seised or possessed of Real or Personal Estate, or both, to the Value or Amount of not less than One thousand Pounds, or shall be so resident or rated to the Relief of the Poor of some Parish, Township, or Place of which some Part is within "the District" upon an annual Value of not less than Twenty Pounds.

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7. Every Person entitled to vote in the Election of Members of "the Local Board" shall vote for the Members of that Ward only wherein the Property, or Part thereof, in respect of which his Name appears in the Rate Book is situate; and if any Person be rated in respect of Property situate in more than One Ward, he may vote for Members for any One of such Wards, but having so voted he shall not afterwards at the same Election vote for a Member of any other Ward, and any Vote so afterwards given by him shall be void.

Electors to vote in Wards where their Property Qualification is situate, and not to vote for more than One Ward.

8. If any Person be elected a Member of "the Local Board" in more than One Ward, he shall within Three Days after Notice thereof choose, or in default thereof "the Local Board" at their next Meeting shall declare, for which One of the Wards such Member shall serve, and he shall thereupon be held to be elected in that Ward only which he shall so choose, or which "the Local Board" shall so declare, and shall cease to be a Member for any other Ward.

Manner of Proceeding if any Person be elected a Member of the Local Board in more than One Ward.

9. One Third in Number of the Persons so elected for each Ward shall go out of Office on the Twenty-fifth Day of *March* in each Year subsequent to that of the First Election of "the Local Board."

One Third of Members elected for each Ward to go out of Office annually.

10. At the First Election of "the Local Board" the present Chairman of "the *Heap* Local Board" shall have the Powers and perform the Duties which it may be requisite for him to perform in conducting the said First Election; and in case the said Chairman, from Illness or other sufficient Cause, shall be unable to discharge such Duties, or be absent, then some other Member of "the *Heap* Local Board," to be named and appointed by that Board, shall perform such of those Duties as then remain to be exercised or performed.

Chairman of *Heap* Local Board to perform Duties of Chairman under the Public Health Act at First Election.

11. The Fourteen Days Notice of Qualification required by "The Public Health Act, 1848," to be given by Owners of Property in order to entitle them to vote at the said First Election shall be given to the Clerk of "the *Heap* Local Board."

As to Notice of Qualification by Owners.

12. The Limits of this Act for Improvement and Sanitary Purposes are the Middle Division of *Heap*, and the District included within an imaginary Line drawn from the Boundary of the said Middle Division in a Field occupied by *Thomas Schofield* at *Darne Hill*, thence proceeding to the Barn at *Haysill Farm*, thence to a Gate on the *Bowlee* Turnpike Road leading to *Collop Gate Farm*, thence to a Gate on the *Middleton New Road* leading to *Ridges* Gravel Pits, thence to the Third Stone Bridge on the *Heywood* Branch of the *Rochdale* Canal, thence to a Culvert under the *Lancashire and Yorkshire* Railway near *Spin Threads Farm*, thence to a Gate leading out of the *Blue Pits Old Lane* to *France Hill Farm*, then crossing

Limits of Act, for Improvement Purposes.

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the *Sudden Bridge* and *Bury Turnpike Road* at a Point where the Footpath leads to *Crimble Mill*, then crossing the *River Roach*, at a Point about Twenty Yards below the *Gnat Bank Weir* and across the *Bamford Road* at *Badgers*, then crossing the Highway leading to *Wheelbarrow Lane* near to *Bamford Cottage* to the Bridge leading into *Ashworth* from *Simpson Clough*, and terminating at the Boundary of the said Middle Division near *Moorgate Farm Well*, which said Limits are defined by a Line coloured Pink on the District Map before referred to as deposited with the Clerk of the Peace for *Lancashire*, and with the Clerk to "the *Heap Local Board*," and a Copy of the said District Map, with the Wards coloured thereon, and which has been signed by the Right Honourable *John Thomas Freeman Mitford* Baron *Redesdale*, shall within One Month after the passing of this Act be deposited at the Office of "the Local Board," and be kept by them; and where the Words "the District" are used in this Act they mean the District included within the before-mentioned Limits; and the said District shall be called "the District of *Heywood*."

Copy of District Map to be Evidence.

13. True Copies of "the District Map," or any Extract therefrom, certified by the said Clerk of the Peace, and true Copies of the Map to be deposited as aforesaid at the Office of "the Local Board," certified by the Clerk to the Local Board, shall be respectively received in all Courts of Justice or elsewhere as Evidence of the Contents of such Maps, and the Maps shall at all reasonable Times be open to the Inspection of the Ratepayers; and all Persons interested shall be entitled to a Copy or Extract from such Maps, certified by the said Clerk of the Peace or the said Clerk to "the Local Board," upon Payment of a reasonable Fee for every such Copy or Extract.

Limits of Act as to Gas.

14. The Limits of this Act for the Supply of Gas shall be "the District," and also such Townships and Places or Parts of Townships and Places as are within the Limits of "The *Heywood Gas Amendment Act, 1856*."

Limits of Act as to Waterworks.

15. If and when the Undertaking of "the Waterworks Company" shall under this Act be vested in "the Local Board," the Limits of this Act for the Supply of Water shall include "the District," and also the Townships and Places, or Parts of Townships and Places, included within the Limits of "The *Heywood Waterworks Amendment Act, 1855*."

Alteration of Hopwood Local Board District.

16. The District of the Local Board of Health for the Township of *Hopwood* is hereby altered by the Separation therefrom of so much of the said Township as is included within "the District of *Heywood*," and

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and at every Election of the Members of the said Local Board which shall take place after the passing of this Act the Members to be elected shall be elected for the *Hopwood* Local Board District as altered by this Act; and by the Votes of Owners of and Rate-payers in respect of Property situated in the District so altered as aforesaid.

17. And whereas the "*Heap* Local Board" have incurred a Debt in respect of their present District, which Debt will be a Charge upon the whole of the District within the Limits of this Act for Improvement and Sanitary Purposes, within which Limits a Part of the Township of *Hopwood* is included: Therefore in consideration of the Burden so to be borne by such Portion of the Township of *Hopwood* "the Local Board" shall pay such a Sum, not exceeding Five thousand Pounds, as at the Time of the passing of this Act may be owing by "the Local Board of Health" of the Township of *Hopwood*; and any Sum which may remain of the said Five thousand Pounds after Payment of such Debts shall be expended by "the Local Board" in the Portion of District in question, within Six Years after the passing of this Act, in Works of permanent Improvement, and they shall also connect the existing Sewers in the before-mentioned Portion of the *Hopwood* District with any Main Sewers already constructed by "the *Heap* Local Board," or to be constructed under the Powers of this Act.

Local Board  
to pay certain  
Monies, &c.  
to Hopwood  
Local Board.

18. The First Election of "the Local Board" shall take place on the Fourth *Wednesday* after the passing of this Act, or in case of any Failure or Defect in the Election on that Day then on such other Day within Three Months after the passing of this Act as may be appointed by "the *Heap* Local Board;" and after such Election shall have taken place "the *Heap* Local Board" shall, subject to the Provisions of this Act, be dissolved and cease to exist, and their Real and Personal Property, Rights, and Interests shall be and the same are hereby transferred to and vested in "the Local Board;" but until the Local Board to be elected under this Act has been elected "the *Heap* Local Board" shall, so far as may be necessary, carry the Powers of this Act into execution; and any Member of "the *Heap* Local Board" may, if duly qualified, be elected a Member of "the Local Board," and shall not be disqualified by reason of his acting as Chairman or Returning Officer in conducting the Proceedings with respect to the said First Election.

First Elec-  
tion of the  
Local Board  
under this  
Act, and  
Dissolution  
of *Heap*  
Local Board.

19. Notwithstanding the Dissolution of "the *Heap* Local Board," the Powers conferred upon them by "The Local Government Supplemental Act, 1865, (No. 2,)" are hereby vested in and may be exercised by "the Local Board" as though they instead of "the *Heap* Local Board"

Powers  
given to  
*Heap* Local  
Board by  
Act of 1865  
transferred  
to Local

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Board appointed by this Act.

Board "had been named in the Provisional Order as to *Heap* contained in the said Act.

Conveyances, &c. to remain in force.

**20.** Notwithstanding the Dissolution of "the *Heap* Local Board," all Purchases, Sales, Conveyances, Grants, Assurances, Leases, Mortgages, Bonds, Contracts, Agreements, Securities, and other Acts and Things before the passing of this Act made, entered into, executed, or done by "the *Heap* Local Board" under or by virtue of the Public Health Acts shall be good, valid, and effectual to all Intents for, against, and with reference to "the Local Board."

Actions, &c. not to abate.

**21.** Notwithstanding the Dissolution of "the *Heap* Local Board," any Action, Suit, Prosecution, or other Proceeding commenced by or against them before the passing of this Act shall not abate or be discontinued or be prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against "the Local Board" in the Stead of "the *Heap* Local Board."

Rates or Rents to continue in force.

**22.** Notwithstanding the Dissolution of "the *Heap* Local Board," all Rates, Rents, and Charges which have been made, charged, or imposed under the Public Health Acts, and which at the Time of passing this Act are due to "the *Heap* Local Board," shall continue in force and be due and payable to "the Local Board" instead of "the *Heap* Local Board," and the same may be collected, recovered, or enforced by such Means and under such Restrictions and Regulations as any Rates, Rents, or Charges may be collected, recovered, or enforced under this Act.

Existing Debts, &c. how to be paid.

**23.** Notwithstanding the Dissolution of "the *Heap* Local Board," all Persons who immediately before the passing of this Act owe any Money to that Local Board shall pay the same, with all Interest (if any) due or to accrue due for the same, to "the Local Board," and the same shall be recoverable by "the Local Board;" and all Debts and Money which immediately before the passing of this Act are due or owing by or recoverable from "the *Heap* Local Board," or for the Payment of which that Board are or but for this Act would be liable, shall, with all Interest (if any) due or to accrue due thereon, be paid by or be recoverable from "the Local Board," and all Securities for the same shall continue in force, and shall be a Charge upon the whole of the District included within the Limits of this Act for Improvement and Sanitary Purposes.

Books to be Evidence.

**24.** Notwithstanding the Dissolution of "the *Heap* Local Board," all Books and other Documents in their Possession, and which if this Act had not been passed would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere in



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in favour of or against "the Local Board" in like Manner as the same would or might have been admitted in favour of or against "the *Heap* Local Board."

25. The whole of the Gasworks, Lands, Mains, Pipes, Meters, Plant, Stores, and other Effects of "the Gas Company," including the Balance of their Reserve Fund (if any), after deducting the Costs and Expenses incurred or to be incurred by the Company with reference to the Transfer and in carrying out the same, and including the Balance of all Monies which may be in the Hands of or due to the Company in respect of any Calls already made on any of the Shares of the Company, and all other Property of "the Gas Company," are hereby transferred to and vested in "the Local Board" as from the First Day of *July* One thousand eight hundred and sixty-seven, subject to all the then unfulfilled Contracts and Engagements entered into by "the Gas Company" for the Purchase or Sale of any Material, or for the Working or Construction of any Plant or Works in connexion with their Undertaking, all of which are to be strictly fulfilled by "the Local Board," who are to have the Benefit thereof.

Transfer of Undertaking of Gas Company.

26. "The Gas Company" shall discharge all Debts due and owing from them on Revenue Account on the said First Day of *July* One thousand eight hundred and sixty-seven, and shall be entitled to the Balance of Profit due on Revenue Account for the Half Year preceding that Day, not exceeding the maximum Dividend to which they are entitled for that Half Year, and the Balance of Profit, if any, shall belong to "the Local Board."

Gas Company to be entitled to all Monies due on 1st July 1867

27. In consideration of such Transfer the Gas Rates and Gas Rents and also the Gasworks of "the Local Board" shall be charged with Payment to the Shareholders of "the Gas Company" of Four hundred perpetual Annuities of Two Pounds and Ten Shillings each in respect of the Four hundred original Twenty-five Pound Shares, Four hundred perpetual Annuities of One Pound Seventeen Shillings and Sixpence each in respect of the Four hundred new Shares, and Four hundred perpetual Annuities of One Pound Seventeen Shillings and Sixpence each in respect of the Four hundred C Shares; and the said Annuities shall be the First Charge on the said Gas Rates and Gas Rents and on the Gasworks of "the Local Board."

Gas Rates, &c. to be charged with Gas Annuities.

28. The said Annuities shall be computed from the First Day of *July* One thousand eight hundred and sixty-seven, and shall be paid by half-yearly Payments on the First Day of *January* and the First Day of *July*, clear of Deductions (except Income or Property Tax).

Annuities to be computed from 1st July 1867.

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Proofs of  
Partnership  
of Gas Com-  
pany.

**29.** The several Persons whose Names appear as Shareholders in the Books of "the Gas Company" on the Thirtieth Day of *June* One thousand eight hundred and sixty-seven shall be considered to be the Persons entitled to the Gas Annuities under this Act.

Notice of  
Act.

**30.** Upon the passing of this Act "the Local Board" shall give Notice to the several Shareholders of "the Gas Company," stating in such Notice the Provisions of this Act affecting the Shareholders.

Share-  
holders  
Receipt.

**31.** The Receipt in Writing of the Shareholders of "the Gas Company," registered as such in the Company's Books on the said Thirtieth Day of *June*, or the Receipts in Writing of the Executors or Administrators of such of them as are then or may be thereafter deceased, shall be a sufficient and effectual Discharge to "the Local Board" for the Annuities as and when they shall become payable; and if any Shareholder be by reason of Infancy or Lunacy unable to give an effectual Receipt, the Receipt in Writing of his or her Guardian or Committee shall be in like Manner a sufficient and effectual Discharge to "the Local Board."

Evidence  
and Effect  
of Transfer.

**32.** The Undertaking of "the Gas Company" shall, as from the said First Day of *July* One thousand eight hundred and sixty-seven, be vested in "the Local Board," and thenceforth such Board may have and hold such Undertaking, and may (subject to the Provisions of this Act) use, exercise, and enjoy all the Powers, Rights, Privileges, and Authorities vested in "the Gas Company" under their Acts.

Convey-  
ances, &c. to  
remain valid.

**33.** From and after the Transfer all Conveyances, Leases, Deeds, Appointments, Contracts, Agreements, Mortgages, Bonds, Covenants, and Securities made or entered into before the Transfer to, with, or in favour of, or by, for, or on behalf of, "the Gas Company," or any Person on their Behalf, shall be and remain as good, valid, and effectual in favour of, against, and with reference to "the Local Board," and may be proceeded on and enforced in the same Manner to all Intents and Purposes, as if "the Local Board" instead of "the Gas Company" or such Person had been Party to and executed the same, or had been named or referred to therein or privy thereto.

Actions, &c.  
not to abate.

**34.** Any Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against "the Gas Company" before the Transfer shall not abate or be discontinued or prejudicially affected by the Transfer, but on the contrary shall after the Transfer continue and take effect both in favour of and against "the Local Board" in the same Manner to all Intents and Purposes as, if this Act had not passed and the Transfer had not been made, the same would have

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have continued and taken effect in favour of and against "the Gas Company;" and the Court in which any such Action, Suit, Prosecution, or other Proceeding is pending, or any Judge, may, on the Application in a summary Way of any Party thereto, cause the Name of "the Local Board" to be substituted for the Name of "the Gas Company" as Party to such Action, Suit, Prosecution, or other Proceeding; and the Name of "the Local Board" shall, after any such Substitution, be used in such Action, Suit, Prosecution, or other Proceeding in like Manner as if "the Local Board" instead of "the Gas Company" had been originally Party thereto.

35. Notwithstanding the said Transfer, all Gas Rates and Rents, or Remuneration for Meters, Pipes, and other Articles, which immediately before the Transfer are due and payable or accruing or becoming due and payable to "the Gas Company," shall be payable to and may be collected and recovered by them in the same Manner as though this Act had not been passed; and such Transfer had not taken place.

Gas Rates due at Time of Transfer to be recovered by Gas Company.

36. From and after the Transfer all Persons who immediately before the Transfer owe any Money to "the Gas Company," or to any Person on their Behalf, on Revenue Account, shall pay the same, with all the Interest (if any) due or to accrue due for the same, to "the Gas Company;" and all Debts and Monies which immediately before the Transfer are due and owing on Revenue Account by or recoverable from "the Gas Company," or for the Payment of which "the Gas Company" are or but for this Act would be liable, shall be paid, with all Interest (if any) due or to accrue due thereon, by or be recoverable from "the Gas Company," or, failing them, from "the Local Board," but in every such Case of Payment by "the Local Board" they shall be entitled to recoup themselves by a *pro rata* Deduction from the Annuities payable to the Shareholders of "the Gas Company."

Debts due to and by Gas Company to be paid to and by them.

37. Provided always, That, except as in this Act otherwise provided, everything before any such Transfer done and suffered respectively shall be as valid and effectual as if this Act were not passed and such Transfer had not been made, and every such Transfer and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Transfer had not been made and this Act were not passed, would be incident to and consequent on any and every thing so done and suffered respectively; and with respect to all such Things so done and suffered respectively, and all such Rights, Liabilities, Claims, and Demands, "the Local Board" shall to all Intents and Purposes

Present and future Rights and Liabilities under other Acts saved.

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Purposes represent "the Gas Company." Provided also, that the Generality of this Enactment shall not be confined or restricted by any other Provisions of this Act.

Annuities to represent Shares in Gas Company.

38. The Annuities shall in all respects, both at Law and in Equity, be substituted for and represent the Shares in the Capital of "the Gas Company" in exchange for which the same are respectively granted, and the several Parties to whom such Annuities are granted under this Act shall be possessed thereof respectively upon the same Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities, as those upon and to which their respective Shares in the Capital of "the Gas Company" were immediately before such Exchange thereof held and subject, and those Annuities shall accordingly pass or be affected by any Will or other Instrument disposing of or affecting such Shares.

Register of Gas Annuitants.

39. "The Local Board" shall, from and after the said First Day of July One thousand eight hundred and sixty-seven, keep a Book to be called "the Register of Heywood Gas Annuitants," and in such Book shall be fairly and distinctly entered from Time to Time the Names of the several Corporations, and the Names and Additions and Addresses of the several Persons respectively entitled to Annuities under this Act, together with the Amount of the Annuities to which such Annuitants shall be respectively entitled, and the Surnames or corporate Names of the said Annuitants shall be placed in alphabetical Order, and every Annuitant, and if such Annuitant be a Corporation the Clerk or Agent of such Corporation, may at all convenient Times peruse such Book gratis, and may require a Copy thereof, or of any Part thereof, and for every Hundred Words so required to be copied "the Local Board" may demand a Sum not exceeding Sixpence.

Local Board to issue Certificates for Gas Annuities.

40. "The Local Board" shall at their own Expense issue to every Party entitled to a Gas Annuity under this Act, or to his Successors, Executors, Administrators, or Assigns, on Delivery by him or them to "the Local Board" of the Certificate of the Share in the Capital of "the Gas Company" for which such Annuity is substituted, a Certificate of the Annuity, and such Certificate may be in the Form in the Schedule (B.) to this Act annexed, or to the like Effect.

Provision in case of Loss of Certificates of Shares in the Gas Company.

41. Provided always, That if any Certificate of a Share in the Capital of "the Gas Company" be lost or destroyed, then, on Proof thereof to the Satisfaction of "the Local Board," they may issue to the Party entitled to the Certificate so lost or destroyed a Certificate of the Annuity substituted for that Share.

42. The

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42. The Certificate of any Gas Annuity shall be admitted in all Courts as *prima facie* Evidence of the Title of the Holder thereof, his Executors, Administrators, Successors, or Assigns, to the Annuity therein specified. Certificate to be Evidence.

43. If the Certificate of any Gas Annuity be worn out or damaged, then on its being produced to "the Local Board" they may order it to be cancelled, and thereupon "the Local Board" shall issue a similar Certificate to the Party then entitled to the Certificate so worn out or damaged, or if any such Certificate be lost or destroyed, then on Proof thereof to the Satisfaction of "the Local Board" they shall issue a similar Certificate to the Party then entitled to the Certificate so lost or destroyed, and in either Case a due Entry of the substituted Certificate shall be made by "the Local Board" in the said Register of Gas Annuitants, and for every such substituted Certificate "the Local Board" may demand any Sum not exceeding Two Shillings and Sixpence. Certificates of Gas Annuities to be renewed when lost, &c.

44. If at any Time a Gas Annuitant be desirous of having several Certificates instead of One, or One Certificate instead of several, then on any such Certificate or Certificates being produced to "the Local Board" they may order the same to be cancelled, and shall thereupon issue to him, as he requires, One or more Certificate or Certificates for the Annuities the Certificate or Certificates for which is or are so cancelled, and in every such Case a due Entry of the substituted Certificate or Certificates shall be made by "the Local Board" in the said Register of Gas Annuitants, and for every such substituted Certificate "the Local Board" may demand any Sum not exceeding Two Shillings and Sixpence. Certificates for altered Numbers of Annuities.

45. The Gas Annuities shall be Personal Estate, and transmissible as such, and shall not be of the Nature of Real Estate. Gas Annuities to be personal Estate.

46. Every Gas Annuitant may sell and transfer all or any of his Annuities, and every such Transfer shall be by Deed duly stamped, in which the Consideration shall be truly stated, and such Deed may be according to the Form in the Schedule (C.) to this Act annexed, or to the like Effect. Transfer of Gas Annuities to be by Deed duly stamped.

47. Every such Deed of Transfer when duly executed shall be delivered to "the Local Board," and be kept by them, and they shall keep a Book called "the Register of Transfers of Gas Annuities," and they shall enter a Memorial of every such Deed of Transfer in that Book, and shall endorse such Entry on the Deed of Transfer (such Endorsement to be signed by the Clerk of "the Local Board"), and shall on Demand deliver a new Certificate to the Transferee; and Transfer of Gas Annuities to be registered.

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for every such Entry of a Deed of Transfer with such Endorsement, and with or without such Certificate, "the Local Board" may demand any Sum not exceeding Two Shillings and Sixpence; and on the Request of any Transferee an Endorsement of the Transfer to him shall be made on the Certificate of the Annuities transferred instead of a new Certificate being granted, and such Endorsement being signed by the Clerk to "the Local Board" shall be considered in every respect the same as a new Certificate, and until such Deed of Transfer be so delivered to "the Local Board" the Transferee shall not be entitled to receive any Part of the Annuities transferred.

48. "The Local Board" may close the Register of Transfers of the Gas Annuities for not exceeding Fourteen Days before the First Day of *January* and the First Day of *July* yearly, and any Transfer made during the Time when that Register is closed shall as between "the Local Board" and the Transferee, but not otherwise, be deemed made after that Time.

49. If the Interest in any Gas Annuity become transmitted in consequence of the Death or Bankruptcy or Insolvency of any Annuitant, or in consequence of the Marriage of a Female Annuitant, or by any lawful Means other than by a Transfer according to the Provisions of this Act, such Transmission shall be authenticated by a Declaration in Writing as, by this Act provided, and until the Transmission be so authenticated any Person claiming by virtue thereof shall not be entitled to receive any Part of the Annuity transmitted.

50. Every such Declaration shall state the Manner in which and the Party to whom the Annuity is transmitted, and shall be made and signed by some credible Person before a Justice or before a Commissioner to administer Oaths in *Chancery in England*, and such Declaration shall be left with "the Local Board" and thereupon they shall enter the Name of the Person entitled under such Transmission in the Register of Gas Annuitants, and for every such Entry "the Local Board" may demand any Sum not exceeding Two Shillings and Sixpence.

51. If the Transmission be by virtue of the Marriage of a Female Annuitant, the Declaration shall contain a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, and shall declare the Identity of the Wife with the Holder of the Annuity, and if the Transmission be by virtue of any Testamentary Instrument, or by Intestacy, the Probate of the Will or the Letters of Administration, or an official Extract therefrom, shall, with the Declaration, be produced to "the Local Board," and upon such Production in either

Contents of  
Declaration  
in all Cases.

Contents of  
Declaration  
in case of  
Trans-  
mission by  
Marriage,  
Will, &c.

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of those Cases "the Local Board" shall make an Entry of the Declaration in the Register of Transfers of Gas Annuities, and for every such Entry "the Local Board" may demand any Sum not exceeding Two Shillings and Sixpence.

52. "The Local Board" shall not be bound to see to the Execution of any Trust, whether express or implied or constructive, to which any Gas Annuity under this Act may be subject, and the Receipt of the Party in whose Name any such Annuity stands in the Register of Gas Annuities shall from Time to Time be a sufficient Discharge to "the Local Board" for any Money payable in respect of the Annuity, notwithstanding any Trusts to which the Annuity may then be subject, and whether or not "the Local Board" have had Notice of such Trusts, and "the Local Board" shall not be bound to see to the Application of the Money paid upon such Receipt.

Local Board not bound to regard Trusts.

53. If any Gas Annuity, or any Part of such Annuity, being payable, be not paid upon Demand thereof in Writing of "the Local Board" made by the Annuitant or his authorized Agent, the Annuitant may sue for and recover the same, with full Costs of Suit, in any Court of competent Jurisdiction.

Gas Annuities recoverable by Suit.

54. If within One Month after any Gas Annuity, or any Part of an Annuity, has become payable, and after Demand thereof in Writing it be not paid, the Annuitant, without Prejudice to his Right to sue for the Amount in arrear in any Court of competent Jurisdiction, may, if the Debt amount to the Sum of Twenty Pounds, alone, or if the Debt does not amount to that Sum he may in conjunction with other Annuitants whose Debts, being so in arrear after Demand as aforesaid, shall together with his amount to the said Sum, require the Appointment of a Receiver by an Application to be made as herein after provided.

Receiver may be appointed if Arrears remain unpaid for the Time prescribed.

55. Every Application for a Receiver shall be made to Two Justices, and on such Application such Justices by Order in Writing, after hearing the Parties, may appoint some Person to receive the whole or a competent Part of the Rates and Rents liable to the Payment of such Annuities until the Annuities in arrear, and in respect thereof the Receiver is appointed, and all Costs, including the Costs of receiving such Rates and Rents, be fully paid; and upon such Appointment being made all such Rates and Rents as aforesaid shall be paid, to and received by the Person so appointed, who is hereby empowered to give good and sufficient Discharges for the same, and the Money so to be received shall be so much Money received by or to the Use of the Annuitant or Annuitants in whose Behalf the Receiver

Mode of appointing Receiver.

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Receiver is appointed; and after the Annuities in arrear and Costs shall have been paid the Power of the Receiver shall cease.

Local Board  
may redeem  
Gas Annuities.

56. "The Local Board" may from Time to Time, by Agreement with any Gas Annuitant, redeem or purchase any Annuity, and when any Annuity is so redeemed or purchased an Entry of the Redemption or Purchase thereof shall be made in the Register of Gas Annuitants, and thereupon such redeemed or purchased Annuity shall be wholly extinguished: Provided always, that "the Local Board" shall not redeem or purchase any Gas Annuity at a higher Rate than Twenty-five Pounds for every One Pound of Annuity.

Eventual  
Dissolution  
of the Com-  
pany.

57. From and after the First Day of *July* One thousand eight hundred and sixty-seven "the Gas Company" shall be dissolved and shall cease to exist, except only in so far and for such Time as may be necessary to wind up their Affairs, and discharge their then existing Debts, Liabilities, and Engagements.

Power to  
take Lands  
for Gas  
Purposes  
and erect  
Gasworks.

58. For the Purposes of Gasworks and Gas Supply "the Local Board" may enter on, take, and hold all or any Part of the Land situate in the Township of *Heap* described in the deposited Plans and Book of Reference, and may erect, construct, enlarge, and maintain thereon Works for the Manufacture of Gas, and any Buildings, Approaches, and Conveniences necessary or proper for the Use of such Works; but "the Local Board" shall not erect Works for the Manufacture or storing of Gas on any Lands other than Lands at present used by "the Gas Company" for that Purpose (which Lands are specified in Schedule (F.) to this Act), and the Lands which "the Local Board" are by this Act authorized to enter upon, take, and hold for Gasworks Purposes.

Local Board  
may sell  
Coke, &c.

59. "The Local Board" may convert, manufacture, sell, and dispose of Coke, Coal, Tar, Pitch, 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 and sell such Articles as can be produced from or by means of the several Matters and Things aforesaid, and may contract for, take, and use any Leave, Licence, or Authority to work, use, exercise, or put in practice any Invention or Inventions under any Letters Patent at any Time heretofore made or hereafter to be made granting any Right or Privilege of working, using, exercising, or vending any Invention in relation to the Manufacture and Distribution of Gas, or the Utilization of the residual Products arising from the Manufacture of Gas, or otherwise in relation thereto, but "the Local Board" shall not acquire any exclusive Right to any such Invention, and "the Local Board" may also manufacture



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manufacture and sell, let, or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumers thereof, in such Manner as "the Local Board" may think proper: Provided always, that nothing herein contained shall be deemed to exempt "the Local Board" from any Liability to be proceeded against for Nuisance.

60. Subject to the Provisions of this Act, "the Local Board" may from Time to Time maintain, alter, improve, enlarge, and extend their Gasworks, and they may make, erect, lay down, provide, and maintain additional Works, Retorts, Gas Holders, Receivers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp Posts, Burners, Stop-cocks, Machinery, and other Works and Apparatus and Conveniences, and may do all such Acts as they think proper for making and storing Gas and for supplying Gas within the Limits of this Act, and they may make, store, and supply Gas accordingly.

Power as to  
Gasworks,  
&c.

61. "The Local Board," with the Consent of the Owner and Occupier of any Building, may lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against such Building for the Purpose of lighting it, and may, with the like Consent, provide and set up any Apparatus necessary for securing to such Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply, and may from Time to Time, with the like Consent, repair, replace, alter, or discontinue and remove any such Pipe, Branch, or Apparatus.

Power to  
lay Pipes  
against  
Buildings.

62. The Price to be charged by "the Local Board" for Gas supplied to Persons who shall burn the same by Meter shall not exceed the maximum Price limited by "The Heywood Gas Amendment Act, 1856," namely, Six Shillings and Sixpence *per* Thousand Cubic Feet.

Limiting  
Price of  
Gas.

63. Every Consumer of Gas supplied by "the Local Board" shall, on being required by "the Local Board" so to do, consume such Gas by Meter, and all such Meters shall be subject to the Provisions of the Act for regulating Measures used in the Sale of Gas; and until a Meter be examined and stamped under the Provisions of that Act it shall be subject to the Approval from Time to Time of "the Local Board," and may from Time to Time be examined and tested by them.

Consumers  
may be  
required to  
consume by  
Meter.

64. Before any Person shall connect, or disconnect any Meter through which any of the Gas of "the Local Board" is intended to be or has been registered, he shall give not less than Twenty-four Hours Notice in Writing to "the Local Board" of his Intention so to

Notice to  
Local Board  
of putting up  
Meters.

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do,

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do, and any Person offending against this Enactment shall be liable to a Penalty not exceeding Forty Shillings.

Repair of  
Meters.

65. Every Consumer of Gas of "the Local Board" shall at all Times, at his own Expense, keep all Meters belonging to him whereby any Gas of "the Local Board" is registered in proper Order for correctly registering such Gas, in default whereof "the Local Board" may cease to supply Gas through such Meters, and "the Local Board" shall at all reasonable Times have Access to and be at liberty to take off, remove, test, inspect, and replace any Meter belonging to a Consumer, such taking off, Removal, testing, inspecting, and replacing to be done at the Expense of "the Local Board" if the Meter be found in proper Order, but otherwise at the Expense of the Consumer.

Power to  
the Local  
Board to let  
Meters.

66. "The Local Board" may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to the Repair of such Meter and Fittings, and for securing the Safety and Return to "the Local Board" of such Meter, as may be agreed upon between the Hirer and "the Local Board," and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to "the Local Board" for Gas; and such Meters and Fittings shall not be subject to Distress for Rent of the Premises where the same may be used, nor to be taken in Execution under any Process of a Court of Law or Equity, or any Proceedings in Bankruptcy against the Persons in whose Possession the same may be.

Register of  
Gas Meter  
to be *prima*  
*facie* Evi-  
dence.

67. The Register of the Meter shall be *prima facie* Evidence of the Quantity of Gas consumed by any Customer of "the Local Board," and in respect of which any Rent is charged and sought to be recovered by "the Local Board."

Power to  
remove  
Meters and  
Fittings.

68. "The Local Board" may, after Forty-eight Hours Notice in Writing under the Hand of the Clerk or some other Officer of "the Local Board" to the Occupier, or if unoccupied, then to the Owner and Lessee of any Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to "the Local Board" are laid or fixed, and through or in which the Supply of Gas shall from any Cause other than the Neglect or Default of "the Local Board" be discontinued, enter such Land, House, or Building between the Hours of Nine in the Morning and Four in the Afternoon for the Purpose of removing and may remove such Pipes, Meters, or Fittings, repairing all Damages caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or if such Person or his Address be not known to "the Local Board" then

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then by being affixed on some conspicuous Part of such Land, House, or Building.

69. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Fittings belonging to "the Local Board," or shall fraudulently alter or prevent the Index to any Meter from duly registering the Quantity of Gas supplied, shall (without Prejudice to any other Right or Remedy for the Protection of "the Local Board" or the Punishment of the Offender) for every such Offence forfeit and pay to "the Local Board" a Sum not exceeding Five Pounds, and "the Local Board" may, in addition thereto, recover the Amount of any Damages by them sustained, and "the Local Board" may also discontinue the Supply of Gas to the Person so offending until the Injury is remedied, and the Amount of Damages are paid, and notwithstanding any Contract previously existing; and the Existence of artificial Means for causing such Alteration or Prevention when such Meter shall be under the Custody or Control of the Consumer shall be *prima facie* Evidence that the same has been fraudulently, knowingly, and wilfully caused by the Consumer using such Meter.

Fraudulently  
injuring  
Meters.

70. If and whenever any Person supplied with Gas by "the Local Board" wilfully does or causes or suffers to be done anything in contravention of any of the Provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the Prevention of the Waste, Misuse, or undue Consumption of the Gas of "the Local Board," "the Local Board" may cut off or stop any Pipe by or through which Gas is supplied to him, and cease to supply him with Gas so long as the Cause of Injury remains or is not remedied, and also may recover in any Court of competent Jurisdiction from every Person so offending the Amount of all Loss, Damage, or Injury which "the Local Board" may sustain by reason of any such Thing or Failure, and the Remedies of "the Local Board" under this Enactment shall be in addition to their other Remedies in that Behalf.

For prevent-  
ing Frauds  
and Waste of  
Gas.

71. All the Gas supplied by "the Local Board" shall be of such illuminating Power as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound burning One hundred and twenty Grains *per* Hour.

As to Qua-  
lity of Gas.

72. "The Local Board" shall, within Six Months after the Transfer, erect an experimental Meter furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, for testing

Local Board  
to maintain  
Meter to test  
illuminating  
Power of  
Gas.

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testing and so situate as to test the illuminating Power of all the Gas of "the Local Board," and "the Local Board" shall at all Times keep and maintain the experimental Meter and Apparatus in good Repair and working Order.

Power to  
test the  
Purity of  
the Gas.

**73.** After the Erection of the said experimental Meter any Two Justices, not being Members of "the Local Board," on receiving a Requisition signed by not less than Five Consumers of the Gas of "the Local Board" complaining that the Gas supplied to them is not in their Judgment or Belief of the full illuminating Power prescribed by this Act, may, if they shall think fit, by Order in Writing under their Hands appoint some competent Person to proceed to the Works of "the Local Board," and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of "the Local Board," and in the Presence of the Superintendent or other Officer of "the Local Board" make Experiment of the illuminating Power of the Gas of "the Local Board" by means of the experimental Meter and other Apparatus before mentioned, and "the Local Board" and their Officers shall afford all reasonable Facilities and Assistance for making such Experiment; and if it shall thereupon be proved to the Satisfaction of the said Two Justices, after hearing the Parties, that the illuminating Power of the Gas supplied by "the Local Board" did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that "the Local Board" or their Officers refused to afford such reasonable Facilities as aforesaid, or wilfully hindered or prevented the making of such Experiment, in any such Case "the Local Board" shall forfeit such Sum not exceeding Twenty Pounds as the said Justices shall determine.

Cost of  
Experiment  
to be paid  
according to  
the Event.

**74.** The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed upon "the Local Board" shall be paid, together with such Penalty, by "the Local Board," but in the event of no Penalty being imposed such Costs shall be awarded to be paid to "the Local Board" by the Persons making such Requisition as aforesaid, and shall be paid or levied accordingly.

Power to  
sell and for  
Local Board  
to purchase  
the Under-  
taking of the  
Waterworks  
Company.

**75.** "The Waterworks Company," with the Consent of Three Fourths of the Votes of the Shareholders present in person or by proxy at any General Meeting of the Company convened with due Notice of the Object of the Meeting, may sell to "the Local Board," and "the Local Board" may purchase, at such Price and upon such Terms and Conditions as shall be mutually agreed upon between them,

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them, the Undertaking of "the Waterworks Company," including all Lands, Property, Estate, and Effects, Rights, Powers, and Privileges of "the Waterworks Company," subject nevertheless and without Prejudice to all Rentcharges, Mortgages, and other Debts of "the Waterworks Company" which shall be directly charged upon the said Undertaking or any Part thereof.

76. If the Consideration for the Purchase of the Undertaking shall be a Sum in gross, the same shall be paid into such Bank as the Directors for the Time being of "the Waterworks Company" shall appoint to the Account of the said Company, and shall be applied by such Directors in manner following; (that is to say,) first, in discharging all outstanding Debts and Liabilities of the Company, and, secondly, in making a fair rateable Division of the Residue thereof amongst the registered Holders of Stock or Shares of the said Company in proportion to their respective Shares and Interests, but "the Local Board" shall not be obliged or concerned to see to the Distribution of any Money paid into such Bank as aforesaid, or be otherwise answerable for any Loss or Misapplication or Nonapplication thereof.

Payment and Application of Purchase Money.

77. The Directors of "the Waterworks Company" shall give Notice of the Time and Place for Payment to the registered Holders of Stock or Shares of their respective Portions of such Purchase Money in like Manner as they are required to give Notice of General Meetings, and shall pay the same accordingly to such of the said registered Holders as shall apply for and give Receipts for the same.

Time and Place of Payment to Shareholders.

78. Immediately upon the Execution by "the Waterworks Company" of a Conveyance under their Common Seal, and duly stamped, of their Undertaking to "the Local Board," the said Undertaking shall, by virtue of but subject to the Provisions of this Act, become absolutely vested in "the Local Board" for all such or the like Estate or Interest as "the Waterworks Company" were seised or possessed of or entitled to therein at the Date of such Conveyance.

On Payment of Purchase Money and Execution of Conveyance Property of Waterworks Company to vest in the Local Board.

79. Immediately upon the said Undertaking becoming vested in "the Local Board" under the Provisions herein-before contained all the Powers, Authorities, Regulations, and Provisions contained in "The *Heywood* Waterworks Amendment Act, 1855," shall be extended to and vested in "the Local Board," and be exercised and put in force by or against "the Local Board," in the same Manner as if they had been named in the said Act instead of "the Waterworks Company:" Provided always, that if the Undertaking of "the *Heywood* Waterworks Company" be as aforesaid vested in "the Local Board," the Rates for Water which, under the 62nd Section of "The *Heywood* Waterworks Act Amendment Act, 1855," they will be

When Waterworks are vested in Local Board, Powers of Waterworks Company to be executed by Local Board.

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empowered to levy, shall include the Supply of Water to One Watercloset.

Waterworks may be purchased by Payment of Money or granting of Annuities.

**80.** If "the Local Board" purchase the Undertaking of "the Heywood Waterworks Company," the Consideration for such Purchase may be by Payment of a Sum in gross as aforesaid, or by the granting of Annuities to the Shareholders of "the Waterworks Company," as may be agreed upon between "the Local Board" and "the Waterworks Company," and all such Annuities shall (next after the Mortgages affecting the Undertaking of the Waterworks Company at the Time of the Transfer, and the Monies from Time to Time borrowed to replace such Mortgages,) be a First Charge upon the Waterworks, and upon the Rates and Rents arising therefrom.

Local Board empowered to reborrow Monies paid off in respect of Waterworks.

**81.** If after the Transfer of the said Undertaking to "the Local Board" they pay off, otherwise than by and out of the Sinking Fund, any Monies which prior to the said Transfer had been borrowed upon Mortgage of the said Undertaking, they may from Time to Time, upon the Credit of the said Undertaking, reborrow the Amount so paid off, and so *toties quoties*.

Waterworks Annuities to be paid half-yearly.

**82.** The Waterworks Annuities shall be paid by half-yearly Payments, clear of Deductions (except Income or Property Tax).

Proofs of Partnership of Waterworks Company.

**83.** The several Persons whose Names appear as Shareholders in the Books of "the Waterworks Company" at the Date of the Transfer of the Waterworks to "the Local Board" shall be considered to be the Persons entitled to the Waterworks Annuities under this Act.

Notice of Act.

**84.** Upon the Purchase of the Waterworks by the Grant of Annuities, "the Local Board" shall give Notice to the several Shareholders of the Waterworks Company, stating in such Notice the Provisions of the Act affecting the Shareholders.

Shareholder's Receipt.

**85.** The Receipt in Writing of the Shareholders of "the Waterworks Company" registered as such in the Company's Books at the Time of the said Transfer, or the Receipts in Writing of the Executors or Administrators of such of them as are then or may be thereafter deceased, shall be a sufficient and effectual Discharge to "the Local Board" for the Waterworks Annuities as and when they shall become payable; and if any Shareholder be by reason of Infancy or Lunacy unable to give an effectual Receipt, the Receipt in Writing of his or her Guardian or Committee shall be in like Manner a sufficient and effectual Discharge to "the Local Board."

**86.** From

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**86.** From and after the Transfer of the Undertaking of "the Waterworks Company" to "the Local Board," all Conveyances, Leases, Deeds, Appointments, Contracts, Agreements, Mortgages, Bonds, Covenants, and Securities made or entered into before the Transfer to, with, or in favour of, or by, for, or on behalf of, "the Waterworks Company," or any Person on their Behalf, shall be and remain as good, valid, and effectual in favour of, against, and with reference to "the Local Board," and may be proceeded on and enforced in the same Manner to all Intents and Purposes, as if "the Local Board," instead of "the Waterworks Company" or such Person, had been Party to and executed the same, or had been named or referred to therein or privy thereto.

Conveyances, &c. to remain valid.

**87.** Any Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against "the Waterworks Company" before the Transfer shall not abate or be discontinued or prejudicially affected by the Transfer, but on the contrary shall after the Transfer continue and take effect both in favour of and against "the Local Board" in the same Manner to all Intents and Purposes as, if this Act had not passed and the Transfer had not been made, the same would have continued and taken effect in favour of and against "the Waterworks Company;" and the Court in which any such Action, Suit, Prosecution, or other Proceeding is pending, or any Judge, may, on the Application in a summary Way of any Party thereto, cause the Name of "the Local Board" to be substituted for the Name of "the Waterworks Company" as Party to such Action, Suit, Prosecution, or other Proceeding, and the Name of "the Local Board" shall after any such Substitution be used in such Action, Suit, Prosecution, or other Proceeding in like Manner as if "the Local Board" instead of "the Waterworks Company" had been originally Party thereto.

Actions, &c. not to abate.

**88.** Notwithstanding the said Transfer, all Water Rates and Rents, or Remuneration for Meters, Pipes, and other Articles, which immediately before the Transfer are due and payable or accruing or becoming due and payable to "the Waterworks Company," shall be payable to and may be collected and recovered by them in the same Manner as though this Act had not been passed, and such Transfer had not taken place.

Water Rents due at Time of Transfer to be recovered by Company.

**89.** From and after the Transfer all Persons who immediately before the Transfer owe any Money to "the Waterworks Company," or to any Person on their Behalf, shall pay the same, with all the Interest (if any) due or to accrue due for the same, to "the Waterworks Company;" and all Debts and Monies which immediately before the Transfer are due and owing by or recoverable from "the

Debts due to and by Waterworks Company to be paid to and by them.

Waterworks

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Waterworks Company," or for the Payment of which "the Waterworks Company" are or but for this Act would be liable, shall be paid, with all Interest (if any) due or to accrue due thereon, by or be recoverable from "the Waterworks Company," or, failing them, from "the Local Board."

Present and future Rights and Liabilities under other Acts saved.

90. Provided always, That, except as in this Act otherwise provided, everything before any such Transfer done and suffered respectively shall be as valid and effectual as if this Act were not passed, and such Transfer had not been made, and every such Transfer and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Transfer had not been made and this Act were not passed, would be incident to and consequent on any and every thing so done and suffered respectively; and with respect to all such Things so done and suffered respectively, and all such Rights, Liabilities, Claims, and Demands, "the Local Board" shall to all Intents and Purposes represent "the Waterworks Company:" Provided also, that the Generality of this Enactment shall not be confined or restricted by any other Provisions of this Act.

Annuities to represent Shares in Company.

91. The Waterworks Annuities shall in all respects, both at Law and in Equity, be substituted for and represent the Shares in the Capital of "the Waterworks Company" in exchange for which the same are respectively granted, and the several Parties to whom such Annuities are granted under this Act shall be possessed thereof respectively upon the same Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities, as those upon and to which their respective Shares in the Capital of "the Waterworks Company" were immediately before such Exchange thereof held and subject, and those Annuities shall accordingly pass or be affected by any Will or other Instrument disposing of or affecting such Shares.

Register of Waterworks Annuitants.

92. The "Local Board" shall from and after the said Transfer keep a Book to be called "the Register of *Heywood* Waterworks Annuitants," and in such Book shall be fairly and distinctly entered from Time to Time the Names of the several Corporations and the Names and Additions and Addresses of the several Persons respectively entitled to Waterworks Annuities under this Act, together with the Amount of the Annuities to which such Annuitants shall be respectively entitled, and the Surnames or Corporate Names of the said Waterworks Annuitants shall be placed in alphabetical Order; and every Waterworks Annuitant, and if such Annuitant be a Corporation the Clerk or Agent of such Corporation, may at all convenient Times peruse such Book gratis, and may require a Copy thereof.



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thereof, or of any Part thereof, and for every Hundred Words so required to be copied "the Local Board" may demand a Sum not exceeding Sixpence.

93. "The Local Board" shall at their own Expense issue to every Party entitled to a Waterworks Annuity under this Act, or to his Successors, Executors, Administrators, or Assigns, on Delivery by him or them to "the Local Board" of the Certificate of the Share in the Capital of "the Waterworks Company" for which such Annuity is substituted, a Certificate of the Annuity, and such Certificate may be in the Form in the Schedule (D.) to this Act annexed, or to the like Effect.

Local Board to issue Certificates for Waterworks Annuities.

94. Provided always, That if any Certificate of a Share in the Capital of "the Waterworks Company" be lost or destroyed, then, on Proof thereof to the Satisfaction of "the Local Board," they may issue to the Party entitled to the Certificate so lost or destroyed a Certificate of the Waterworks Annuity substituted for that Share.

Provision in case of Loss of Certificates of Shares in Waterworks Company.

95. The Certificate of any Waterworks Annuity shall be admitted in all Courts as *primâ facie* Evidence of the Title of the Holder thereof, his Executors, Administrators, Successors, or Assigns, to the Annuity therein specified; nevertheless the Want of such Certificate shall not prevent the Holder of any such Annuity from disposing thereof.

Certificate to be Evidence.

96. If the Certificate of any Waterworks Annuity be worn out or damaged, then on its being produced to "the Local Board" they may order it to be cancelled, and thereupon "the Local Board" shall issue a similar Certificate to the Party then entitled to the Certificate so worn out or damaged, or if any such Certificate be lost or destroyed, then on Proof thereof to the Satisfaction of "the Local Board" they shall issue a similar Certificate to the Party then entitled to the Certificate so lost or destroyed, and in either Case a due Entry of the substituted Certificate shall be made by "the Local Board" in the said Register of Waterworks Annuitants, and for every such substituted Certificate "the Local Board" may demand any Sum not exceeding Two Shillings and Sixpence.

Certificates of Annuities to be renewed when lost, &c.

97. If at any Time a Waterworks Annuitant be desirous of having several Certificates instead of One, or One Certificate instead of several, then on any such Certificate or Certificates being produced to "the Local Board" they may order the same to be cancelled, and shall thereupon issue to him, as he requires, One or more Certificate or Certificates for the Annuities the Certificate or Certificates for which is or are so cancelled, and in every such Case a due Entry of

Certificates for altered Numbers of Waterworks Annuities.

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the substituted Certificate or Certificates shall be made by "the Local Board" in the said Register of Waterworks Annuitants, and for every such substituted Certificate "the Local Board" may demand any Sum not exceeding Two Shillings and Sixpence.

Waterworks  
Annuitants to  
be Personal  
Estate.

Transfer of  
Annuitants  
to be by  
Deed duly  
stamped.

**98.** The Waterworks Annuitants shall be Personal Estate, and transmissible as such, and shall not be of the Nature of Real Estate.

**99.** Every Waterworks Annuitant may sell and transfer all or any of his Annuitants, and every such Transfer shall be by Deed duly stamped, in which the Consideration shall be truly stated, and such Deed may be according to the Form in the Schedule (E.) to this Act annexed, or to the like Effect.

Transfer of  
Waterworks  
Annuitants to  
be registered.

**100.** Every such Deed of Transfer when duly executed shall be delivered to "the Local Board," and be kept by them, and they shall keep a Book called "the Register of Transfers of Waterworks Annuitants," and they shall enter a Memorial of every such Deed of Transfer in that Book, and shall endorse such Entry on the Deed of Transfer (such Endorsement to be signed by the Clerk of "the Local Board"), and shall on Demand deliver a new Certificate to the Transferee; and for every such Entry of a Deed of Transfer with such Endorsement, and with or without such Certificate, "the Local Board" may demand any Sum not exceeding Two Shillings and Sixpence; and on the Request of any Transferee an Endorsement of the Transfer to him shall be made on the Certificate of the Annuitants transferred instead of a new Certificate being granted; and such Endorsement, being signed by the Clerk to the Local Board, shall be considered in every respect the same as a new Certificate, and until such Deed of Transfer be so delivered to the Local Board the Transferee shall not be entitled to receive any Part of the Annuitants transferred.

Closing of  
Transfer  
Books.

**101.** The Local Board may close the Register of Transfers of the Waterworks Annuitants for not exceeding Fourteen Days prior to the Date at which they shall be payable, and any Transfer made during the Time when that Register is closed shall as between the Local Board and the Transferee, but not otherwise, be deemed made after that Time.

Trans-  
mission of  
Waterworks  
Annuitants  
by other  
Means than  
Transfer to  
be authenti-  
cated by a  
Declaration.

**102.** If the Interest in any Waterworks Annuity become transmitted in consequence of the Death or Bankruptcy or Insolvency of any Annuitant, or in consequence of the Marriage of a Female Annuitant, or by any lawful Means other than by a Transfer according to the Provisions of this Act, such Transmission shall be authenticated by a Declaration in Writing as by this Act provided, and

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and until the Transmission be so authenticated any Person claiming by virtue thereof shall not be entitled to receive any Part of the Annuity transmitted.

**103.** Every such Declaration shall state the Manner in which and the Party to whom the Annuity is transmitted, and shall be made and signed by some credible Person before a Justice or before a Commissioner to administer Oaths in Chancery in *England*, and such Declaration shall be left with the Local Board, and thereupon they shall enter the Name of the Person entitled under such Transmission in the Register of Waterworks Annuitants, and for every such Entry the Local Board may demand any Sum not exceeding Two Shillings and Sixpence.

Contents of  
Declaration  
in all Cases.

**104.** If the Transmission be by virtue of the Marriage of a Female Annuitant, the Declaration shall contain a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, and shall declare the Identity of the Wife with the Holder of the Annuity, and if the Transmission be by virtue of any Testamentary Instrument, or by Intestacy, the Probate of the Will or the Letters of Administration, or an official Extract therefrom, shall, with the Declaration, be produced to the Local Board, and upon such Production in either of those Cases the Local Board shall make an Entry of the Declaration in the Register of Transfers of Waterworks Annuities, and for every such Entry the Local Board may demand any Sum not exceeding Two Shillings and Sixpence.

Contents of  
Declaration  
in case of  
Trans-  
mission by  
Marriage,  
Will, &c.

**105.** The Local Board shall not be bound to see to the Execution of any Trust, whether express or implied or constructive, to which any Waterworks Annuity under this Act may be subject, and the Receipt of the Party in whose Name any such Annuity stands in the Register of Waterworks Annuities shall from Time to Time be a sufficient Discharge to the Local Board for any Money payable in respect of the Annuity, notwithstanding any Trusts to which the Annuity may then be subject, and whether or not the Local Board have had Notice of such Trusts, and the Local Board shall not be bound to see to the Application of the Money paid upon such Receipt.

Local Board  
not bound  
to regard  
Trusts.

**106.** If any Waterworks Annuity, or any Part of any such Annuity, being payable, be not paid on Demand thereof in Writing of the Local Board made by the Annuitant or his authorized Agent, the Waterworks Annuitant may sue for and recover the same, with full Costs of Suit, in any Court of competent Jurisdiction.

Waterworks  
Annuities  
recoverable  
by Suit.

**107.** If within One Month after any Waterworks Annuity, or any Part of an Annuity, has become payable, and after Demand thereof

Receiver  
may be  
appointed  
in  
if Arrears

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remain  
unpaid for  
the Time  
prescribed.

in Writing if be not paid, the Waterworks Annuitant, without Prejudice to his Right to sue for the Amount in arrear in any Court of competent Jurisdiction, may, if the Debt amount to the Sum of Fifty Pounds, alone, or if the Debt does not amount to that Sum he may in conjunction with other Annuitants whose Debts, being so in arrear after Demand as aforesaid, shall together with his amount to the said Sum, require the Appointment of a Receiver by an Application to be made as herein-after provided.

Mode of  
appointing  
Receiver.

**108.** Every Application for a Receiver shall be made to Two Justices, and on such Application such Justices may by Order in Writing, after hearing the Parties, appoint some Person to receive the whole or a competent Part of the Water Rates and Rents liable to the Payment of such Waterworks Annuities until the Annuities in arrear, and in respect whereof the Receiver is appointed, and all Costs, including the Costs of receiving such Water Rates and Rents, be fully paid; and upon such Appointment being made all such Rates and Rents shall be paid to and received by the Person so appointed, who is hereby empowered to give good and sufficient Discharges for the same, and the Money so to be received shall be so much Money received by or to the Use of the Waterworks Annuitant or Annuitants in whose Behalf the Receiver is appointed, and after the Waterworks Annuities in arrear and Costs shall have been paid the Power of the Receiver shall cease.

Local Board  
may redeem  
Waterworks  
Annuities.

**109.** The Local Board may from Time to Time, by Agreement with any Annuitant, redeem or purchase any Waterworks Annuity, and when any such Annuity is so redeemed or purchased an Entry of the Redemption or Purchase thereof shall be made in the Register of Waterworks Annuitants, and thereupon, such redeemed or purchased Annuity shall be wholly extinguished: Provided always, that the Local Board shall not redeem or purchase any Annuity at a higher Rate than Twenty-five Pounds for every One Pound of Annuity.

Eventual  
Dissolution  
of Heywood  
Waterworks  
Company.

**110.** Upon the Completion of the Sale and Transfer by "the Waterworks Company" of their Undertaking in manner aforesaid, and after Payment of their Debts and Liabilities and the winding up of its Affairs, "the Waterworks Company" shall be dissolved and cease to exist.

Power to  
erect Town  
Hall, &c.

**111.** "The Local Board" may purchase by Agreement any Lands, and erect thereon a Town Hall and Offices and other public Buildings, and they may from Time to Time enlarge and improve the same, and furnish and fit up the same with all proper Furniture and Conveniences, and they may from Time to Time let the same on Lease

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Lease or otherwise at such Rent and upon such Terms and Conditions as they think fit.

**112.** "The Local Board" may, in exercise of any of the Powers contained in the 50th Section of "The Local Government Act, 1858," provide Places for Fairs, with proper Approaches, Works, and Conveniences, and provide Slaughter-houses, and may demand and receive Tolls, Stallages, and Rents in respect of the Markets and Fairs not exceeding the Tolls, Stallages, and Rents specified in Schedule (G.) to this Act.

Powers of Local Board as to Markets and Fairs.

**113.** The Powers conferred by the Acts relating to the Establishment of public Baths and Wash-houses may be exercised by "the Local Board," who shall for the Purpose of carrying those Acts into execution within "the District" be the Commissioners for the Execution of those Acts.

Powers as to public Baths and Wash-houses.

**114.** A printed Copy of any Byelaws made by "the Local Board" under this Act or under "the Public Health Acts," or any of them, certified by their Clerk to be a true Copy, and to have been duly made, approved, and published and sealed with the Seal of "the Local Board," shall be Evidence of such Byelaws for all Purposes whatsoever, and it shall not be necessary to produce the original Byelaws, or to prove the making, Approval, or Publication thereof.

Evidence of Byelaws.

**115.** In addition to the Monies which "the Local Board" may borrow and take up at Interest under and subject to the Provisions of the 57th Section of "The Local Government Act, 1858," they may from Time to Time borrow and take up at Interest under the Authority of this Act for the Purposes of the Gasworks any Sums not exceeding in the whole Thirty thousand Pounds on Mortgage of the Gasworks, Lands, and Property vested in them under this Act, and of the Gas Rates and Rents arising under this Act, and of the General District Rates, or of any such Securities, either together or separately, but the Monies so borrowed shall, subject to the Annuities, be primarily a Charge upon the Gasworks and the Gas Rates and Rents, and shall be applied only in constructing, improving, and extending the Gasworks.

Local Board may borrow on Credit of Gasworks.

**116.** Upon the Transfer of the Undertaking of the Waterworks Company to "the Local Board," they may, in addition to the Monies herein-before authorized to be borrowed by them, from Time to Time borrow and take up at Interest under the Authority of this Act on Mortgage of the Waterworks and of the Water Rates and Rents, and of the General District Rates, or of any such Securities, either together or separately, any Sums not exceeding the Amount agreed to be paid

Local Board may borrow Money on Credit of Waterworks when they are purchased by them.

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for the Waterworks, and the further Sum of Thirty thousand Pounds for the Purposes of the said Waterworks, but the Monies so borrowed shall, subject to any Annuities, be primarily a Charge upon the Waterworks and the Water Rates and Rents, and shall be applied only in purchasing the Waterworks as by this Act authorized, and in improving and extending the Waterworks.

Power to  
reborrow.

**117.** After having paid off, otherwise than by the Sinking Fund, any Monies borrowed by them, "the Local Board" may reborrow the Amount so paid off, and so *toties quoties*.

Existing  
Waterworks  
Mortgages  
to have  
Priority.

**118.** Provided always, That all Mortgages affecting the Undertaking of the Waterworks Company before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be granted by virtue of this Act in respect of the said Waterworks.

Rate upon  
Arable Land,  
&c.

**119.** The Owner of any Tithes or Tithe Commutation Rentcharge, and the Occupier of any Land used as Arable, Meadow, or Pasture Ground only, or as Woodlands, Market Gardens, or Nursery Grounds, and the Occupier of any Land covered with Water, or used only as a Canal or Towing-path for the same, or as a Railway constructed or used under the Powers of any Act of Parliament for public Traffic, shall be assessed in respect of the same to any Rate under this Act in the Manner provided by "The Public Health Act, 1848," "The Local Government Act, 1858," and the several Acts from Time to Time amending the Public Acts respectively.

"Commis-  
sioners  
Clauses  
Act, 1847,"  
to apply to  
Mortgages.

**120.** The Sections of "The Commissioners Clauses Act, 1847," with respect to Mortgages to be executed by the Commissioners, shall be incorporated with and form Part of this Act, and shall be applicable to the Mortgages to be made by "the Local Board" under this Act: Provided always, that for the Purposes of this Act the Expression "the Commissioners" in those Provisions shall mean "the Local Board;" and the Sum to be set apart yearly by "the Local Board" as a Sinking Fund shall be a Sum equal to One Thirtieth Part of the Monies borrowed by "the Local Board" under this Act.

Receiver for  
Mortgages.

**121.** The Mortgagees of "the Local Board" under this Act may enforce the Payment of Arrears of Interest or Principal, or of Principal and Interest, due on their Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Three thousand Pounds.

**122.** For

*The Heywood Improvement Act, 1867.*

**122.** For the Purposes of this Act "the Local Board" shall keep distinct and separate Accounts (to be called respectively "the Gas Account," "the Water Account," and "the Market Account,") of all their Receipts, Credits, Payments, and Liabilities under this Act with respect to the Execution thereof for the several Purposes of the Gasworks, Waterworks, and Markets respectively, and may from Time to Time apportion between those Accounts, as they think fit, any Items relating to both.

Separate  
Accounts for  
Gasworks,  
Waterworks,  
and Markets.

**123.** If and whenever any Person shall neglect or refuse to pay the Amount due from him to "the Local Board" in respect of Gas or Water Rates or Rents, or the Sale or Hire of Gas or Water Fittings, Meters, or Pipes, for the Space of Fourteen Days after Demand thereof by "the Local Board," their Agent or Collector, any Justice may issue his Summons to such Person requiring him to appear at a Time and Place named therein, and then and there to show Cause why the Amount so demanded should not be paid; and if on the Appearance of such Person, or, in default of Appearance, after Proof of Service of the Summons either personally or at the last known Place of Abode or Business of such Person, no sufficient Cause can be shown to the contrary, such Justice may issue his Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person for the Recovery of the Amount which may be proved before such Justice to be due from such Person, together with such Costs, including the Costs of cutting off the Gas or Water, if the same shall have been cut off by "the Local Board," as to such Justice shall seem just and reasonable.

Recovery of  
Gas and  
Meter Rents  
by Distress.

**124.** In case any Consumer leave the Premises where Gas or Water was supplied to him without paying to the Company the Gas Rate or Meter Rent or Water Rate due from him, the Local Board shall not be entitled to require from the next Tenant of the Premises Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant had agreed with the defaulting Consumer to pay the Arrears.

Incoming  
Tenant not  
liable for  
Arrears of  
Gas and  
Water Rates.

**125.** Any Summons, Warrant, Notice, Demand, or other Process issued for any of the Purposes of this Act may contain in the Body thereof or in the Schedule thereto several Names and several Sums.

Contents of  
Summons or  
Warrant.

**126.** Whenever any Person neglects to pay any Rent, Rate, or Sum due to "the Local Board," "the Local Board" may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction for the Recovery of Debts of the like Amount, and the Remedy of "the Local Board" under this Enactment shall be in addition to their other Remedies for the Recovery of such Rent, Rate, or Sum.

Recovery of  
Sums by  
Action.

**127.** Every

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Application of Penalties.

127. Every Penalty imposed by this Act, or any Act incorporated with this Act, or any Byelaw, (except where "the Local Board" shall be the Party by whom the Penalty has to be paid,) shall be paid to the Treasurer of "the Local Board," and shall be carried by him to the Credit of "the District Fund Account."

Contract for Supply of Gas or Water not to disqualify Members of Local Board.

128. No Person shall be disqualified from acting as a Member of "the Local Board" by reason of his being concerned in any Contract entered into by "the Local Board" for a Supply of Gas or Water, or other Matters, Articles, or Things under this Act, or for the Sale of any Land for the Purposes of the Public Health Acts or this Act, nor shall any Mortgagee of the Rates to be levied under this Act be disqualified as a Member of "the Local Board" by reason of his being a Mortgagee.

Authentication of Notices.

129. Any Summons, Demand, or Notice, or other such Document to be given by "the Local Board" under this Act, or under the Public Health Acts, or any of them, may be in Writing or Print, or partly in Writing and partly in Print, and if the same require Authentication by "the Local Board" the Signature thereof by the Clerk of "the Local Board" shall be a sufficient Authentication.

Penalties not cumulative.

130. Penalties imposed on "the Local Board" for one and the same Offence by several Acts of Parliament shall not be cumulative, and for this Purpose this Act and the Acts wholly or partially incorporated therewith and the Public Health Acts shall be deemed several Acts.

Expenses of Act.

131. All the Costs, Charges, and Expenses of and incident and preparatory to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by "the Local Board" out of the General District Rate.

WITNESSETH

That I, the Clerk of the Local Board, do hereby certify that the foregoing is a true and correct copy of the Act of Parliament in relation to the Heywood Improvement Act, 1867, as the same appears in the Statute Book.

WITNESSETH

W. H. G.

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*The Heywood Improvement Act, 1867.*

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

BOUNDARY LINE OF NORTH WARD.

Commences at a Point on the Radius Line in a Field on the Spin Threads Farm, and follows the said Line in a Northerly Direction past Higher Wilderness Farm and the Gate leading out of the Blue Pits Old Road to the France Hill Farm; then crosses the Sudden Bridge and Bury Turnpike Road in Chamber House Brow near the Stile leading to Crimble Mill; thence across the River Roach near Gnat Bank Weir; then crosses the Highway at Badgers near the War Office; thence crosses the Highway leading to Wheelbarrow Lane near to Bamford Cottage, and continues the said Line in front of Bamford Hall and to the Bridge leading into Ashworth at Simpson Clough; thence continuing the said Line past Bird-in-Hand Public House and across the Highway to the Boundary of the Middle Division of Heap near Moor Gate Farm Well; thence following the small Brook in Grestlehurst Wood to the Tack-lee Brook; thence following the said Tack-lee Brook to the River Roach at Botany Bay; thence following the said River to where Wrigley Brook empties itself therein; thence following the said Wrigley Brook past Bottom o'th-Brow to Wrigley Brook Bridge in Bridge Street, Heywood; thence in an Easterly Direction up the Centre of Bridge Street, Market Street, Market Place, Church Street, and Manchester Street to the Railway Bridge; then down Railway Street to the Boundary Line of Hopwood and Heap, and continuing the said Line to the Brook dividing Hopwood and Castleton near the Roe Acre Mill Dam; thence following the said Brook in an Easterly Direction past the Lower Wilderness Willowing Works to the Point in the Spin Threads Farm first named; which said Ward is coloured Red upon the Copy of the District Map to be deposited as aforesaid at the Office of "the Local Board."

BOUNDARY LINE OF SOUTH WARD.

Commences at a Point on the Radius Line in a Field on the Spin Threads Farm, and follows the Boundary Line of the Hopwood Township in a North-westerly Direction past the Lower Wilderness Willowing Works, Roe Acre Dam Goit, Vale Cottage, and up Railway Street to the Centre of Manchester Street at the Railway Bridge; thence following the Centre of Manchester Street, Church Street, Market Street, and Bridge Street to Wrigley Brook Bridge; thence up the Centre of Pilsworth Road past New York, Lower Broadfield, Dirty Field Head, and to the Point where the Line of the Mile Radius crosses the said Road; thence following the said Line in a South-easterly Direction past Haysill Farm, Collop Gate, Ridges Gravel Pits, Lane End Canal Bridge, and terminates at the Point on the Spin Threads Farm first named; which said Ward is coloured Green upon the before-mentioned Copy of "the District Map."

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## BOUNDARY LINE OF WEST WARD.

Commences at a Point on the Pilsworth Road near to Dirty Field Head Farm in the Township of Pilsworth, and follows the Radius Line in a North-westerly Direction to a Point on the Middle Division of Heap Boundary Line in a Field on the Darn Hill Farm near Darn Hill, and follows the said Middle Division of Heap Boundary Line in a Westerly Direction past Moss Hall Farm, Moor Hole Farm, Frog Hole, Roach Mount, Fulling Mill, and crosses the River Roach to Gigg; thence continuing the said Boundary Line in a Northerly Direction up the River Roach to Little Bridge, and crosses the Sudden Bridge and Bury Turnpike Road near the Seven Stars Public House; thence continuing the said Line to Huntley Fields, Woolner Hall, Lodge View, and Fairfield; thence to Woodgate Hill, Jericho, and to the River Roach in Broad Oak Wood; thence up the River to where the Smethurst Brook empties itself; thence following the said Brook through Elbut Wood, and crossing the Highway at Smethurst Hall; thence past Higher Elbut Farm to the Fulling Mill; thence continuing the said Line across the Highway leading to Birtle to the Wash Mill; thence following the Tack-lee Brook past the House that Jack Built, Tack-lee Wood, and recrosses the Highway at the Waggon and Horses Beerhouse; thence past the Nigher Tack-lee Farm, Gristlehurst Moor Gate; thence following in a Southerly Direction the small Brook in Gristlehurst Wood to the Tack-lee Brook; thence following the said Brook to the River Roach at Botany Bay; thence following the said River to where the Wrigley Brook empties itself therein; thence following the said Brook past Bottom o'th-Brow to Wrigley Brook Bridge in Bridge Street, and then following the Centre of the Pilsworth Road past New York, Lower Broadfield, under the Railway Bridge; and thence to a Point on this Road near Dirty Field Head first named; which said Ward is coloured Blue upon the before-mentioned Copy of "the District Map."

## SCHEDULE (B.)

## FORM OF CERTIFICATE OF GAS ANNUITY.

The Heywood Improvement Act, 1867.

Certificate of Annuity, No. £

By virtue of the "Heywood Improvement Act, 1867," the Local Board of Heywood certify that *A.B.* of is under that Act entitled to perpetual Annuity (or Annuities) of £ charged on the Gas Rates, Gas Rents, and Gasworks, and substituted for the Share (or Shares) of Pounds (each) in the Heywood Gaslight and Coke Company numbered (respectively) and such Annuity (or Annuities) is (or are) payable to him, his Executors, Administrators, or Assigns, at the Office in Heywood of the Treasurer of the Local Board by equal half-yearly Payments on the First Day of January and the First Day of July yearly.

Given under the Seal of the Local Board this Day of in the Year of our Lord

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*The Heywood Improvement Act, 1867.*

## SCHEDULE (C.)

## FORM OF TRANSFER OF GAS ANNUITY.

The Heywood Improvement Act, 1867.

I, *A.B.*, of \_\_\_\_\_, in consideration of £ \_\_\_\_\_ paid to me by *C.D.* of \_\_\_\_\_, transfer to him, his Executors, Administrators, and Assigns, the Annuity (or Annuities) No. \_\_\_\_\_ of £ \_\_\_\_\_ charged by the "Heywood Improvement Act, 1867," on the Gas Rates, Gas Rents, and Gasworks, and substituted for the Share (or Shares) of \_\_\_\_\_ Pounds (each) in the Heywood Gaslight and Coke Company numbered (respectively) \_\_\_\_\_ and payable at the Office in Heywood of the Treasurer of the Local Board by half-yearly Payments on the First Day of January and the First Day of July yearly, and all my Rights and Interests therein and thereto.

As witness my Hand and Seal this \_\_\_\_\_ Day of \_\_\_\_\_  
in the Year of our Lord \_\_\_\_\_

## SCHEDULE (D.)

## FORM OF CERTIFICATE OF WATERWORKS ANNUITY.

The Heywood Improvement Act, 1867.

Certificate of Waterworks Annuity, No. \_\_\_\_\_ £ \_\_\_\_\_

By virtue of the "Heywood Improvement Act, 1867," the Local Board of Heywood certify that *A.B.* of \_\_\_\_\_ is under that Act entitled to \_\_\_\_\_ perpetual Annuity (or Annuities) of £ \_\_\_\_\_ charged on the Water Rents and Waterworks, and substituted for the Share (or Shares) of \_\_\_\_\_ Pounds (each) in the Heywood Waterworks Company numbered (respectively) \_\_\_\_\_, and such Annuity (or Annuities) is (or are) payable to him, his Executors, Administrators, or Assigns, at the Office in Heywood of the Treasurer of the Local Board by equal half-yearly Payments on the \_\_\_\_\_ Day of \_\_\_\_\_ and the \_\_\_\_\_ Day of \_\_\_\_\_ yearly.

Given under the Seal of the Local Board this \_\_\_\_\_ Day of \_\_\_\_\_  
in the Year of our Lord \_\_\_\_\_

The Heywood Improvement Act, 1867.

(D) SCHEDULES  
SCHEDULE (E.)

FORM OF TRANSFER OF WATERWORKS ANNUITY

I, A.B. of ... in consideration of £ ... paid to me by C.D. of ... transfer to him, his Executors, Administrators, and Assigns, the Annuity (or Annuities) No. ... of £ ... charged by the "Heywood Improvement Act, 1867," on the Water Rents and Waterworks, and substituted for the Share (or Shares) of ... Pounds (each) in the Heywood Waterworks Company numbered (respectively) ... and payable at the Office in Heywood of the Treasurer of the Local Board on the ... Day of ... and the ... Day of ... yearly, and all my Rights and Interests therein and thereto.

As witness my Hand and Seal this ... Day of ... in the Year of our Lord

Witness my Hand and Seal this ... Day of ... in the Year of our Lord

SCHEDULE (F.)

Referred to in the foregoing Act.

Certain Lands and Premises bounded on the North by the River Roach; on the South by Lands belonging to the Devises of the late James Starkey, Esquire, and lying between the existing Gasworks of the Company and the Road leading thereto and a certain Street called Peel Street; on the East by the Turnpike Road called Bamford Road leading from Heywood to Hooley Bridge; and on the West by a Plantation belonging to the said Devises, and in the Occupation of Mr. Joseph Jameson, and forming Part of an Estate or Farm called Kay's Farm; all which Lands and Premises are situate in the Township of Heap aforesaid.

SCHE- ...

*The Heywood Improvement Act, 1867.*

## SCHEDULE (G.)

## TOLLS, STALLAGES, and RENTS to be taken at the MARKETS and FAIRS.

For Open Markets and Fairs.		£	s.	d.
For every Horse, Mare, or Gelding	-	0	0	6
For every Ass or Mule	-	0	0	3
For every Bull, Ox, or Steer	-	0	0	6
For every Cow, Heifer, or Stirk	-	0	0	4
For every Calf	-	0	0	2
For every Score of Sheep and Lambs	-	0	1	3
For every Pig	-	0	0	1
For every Skip or Crate of Sucking Pigs containing not exceeding Six	-	0	0	6
For every ditto exceeding Six	-	0	1	0

## For Pens and Lairs.

Open Pens for Calves, Sheep, or Pigs, &c., each	-	0	0	6
Covered Pens for Calves, Sheep, or Pigs, &c., each	-	0	1	0

## Lairs:

For every Horse, Mare, or Gelding	-	0	0	6
For every Ass or Mule	-	0	0	3
For every Bull, Ox, Steer, Cow, or Heifer	-	0	0	3
For every Calf, Sheep, Lamb, Pig, or Goat	-	0	0	0½

## In a Covered Market:

For every Waggon-load of Hay, Straw, or Fodder	-	0	1	0
For every Cartload of Hay, Straw, or Fodder	-	0	0	6

## COVERED PROVISION and VEGETABLE-MARKET and CARCASE MARKET TOLLS.

## Shops,

From the Occupier of every enclosed Shop or Stall, whether for Sale of Butchers Meat, Game, Poultry, Fish, Vegetables, Fruit, China, Glass, Earthenware, Baskets, Hardware, or other Commodities, Articles, or Things, according to the Size and Dimensions of such Shop, namely, for each Superficial Foot or fractional Part thereof, if let by the Week, any weekly Sum not exceeding - - - - - 0 0 1½

## Butchers Stalls.

From every Person occupying or using any Butchers Stall or Standing, or any Ground Space for the Sale of Meat, according to the Size and Dimensions of the same, namely, for each Superficial Foot or fractional Part thereof of every such Stall, Standing, or Ground Space occupied or used by him, if let by the Week, any weekly Sum not exceeding - - - - - 0 0 1½  
And if let by the Day, a proportionate Part of such weekly Charge.

[Local.]

10 Y

*The Heywood Improvement Act, 1867.*

**Carcase and Skin Tolls.** £ s. d.  
 For every Carcase or Part of a Carcase of a Bull, Bullock, Cow, Steer, Heifer, Calf, Sheep, or Pig brought into the Market to be disposed of otherwise than by Sale by Retail, and whether sold or not, any Sum not exceeding 0 0 6  
 For every Hide or Skin, raw, undressed, or dressed, brought into the Market for Sale, and whether sold or not, any Sum not exceeding 0 0 2

**OPEN MARKETS.**

**Provision, Vegetable, and other Stalls, Stands, and Ground Space.**  
 From every Person occupying or using any Stall, Standing, Cart, Barrow, Basket, Box, Bench, or Barrel for the Sale of Vegetables, Provisions, Fruit, Fish, Game, Poultry, China, Glass, Earthenware, Baskets, Hardware, or other Commodities, Articles, or Things, according to the Size and Dimensions of the same, viz. for each Superficial Square Foot and fractional Part of a Superficial Square Foot of the Ground Space covered or occupied by any such Stall, Standing, Cart, Barrow, Basket, Box, Bench, or Barrel, any Sum not exceeding for every Day 0 0 1  
**Ground Space.**

For every Person occupying or using any Space on the Surface of the Ground, according to the Size and Dimensions of the same, viz., for each Superficial Square Foot and the fractional Part of a Superficial Square Foot of the Ground Space occupied or used by him, any daily Sum not exceeding 0 0 1

**TOLLS AT FAIRS.**

For every Stall, Basket, Cart, Barrow, Standing, Box, Bench, Barrel, or Ground Space occupied or used by any Person exposing to Sale any Goods, Articles, Commodities, or Things whatsoever, and for every Show, Caravan, Exhibition, Booth, Tent, Theatre; or Place of Amusement, according to the Size and Dimensions thereof, viz., for every Superficial Square Foot or fractional Part of a Superficial Square Foot of the Ground Space covered by such Stall, Basket, Cart, Barrow, Standing, Box, Bench, Barrel, Show, Caravan, Exhibition, Booth, Tent, Theatre, or Place of Amusement, and of any Ground Space occupied or used by him, any Sum not exceeding for each Day 0 0 1½  
 From any Person carrying or exposing for Sale any Provisions, Vegetable, Goods, Articles, Commodities, or Things whatsoever in any Market or Market Place or Places for Fairs in the District, or in any Lands connected therewith; and who shall not be otherwise chargeable under this Schedule as occupying any Stall, Standing, or Ground Space, any Sum not exceeding for each Day 0 0 6

*The Heywood Improvement Act, 1867.*WEIGHING and MEASURING TOLLS to be taken in the several MARKETS  
and FAIRS.

	£	s.	d.
For every Article, Matter, or Thing, of whatever Description, weighing not more than Twenty Pounds Avoirdupois - - -	0	0	0½
For every Article, Matter, or Thing, of whatever Description, weighing more than Twenty Pounds Avoirdupois, and not ex- ceeding Two hundred and forty Pounds - - -	0	0	1
For every Article, Matter, or Thing, of whatever Description, weighing more than Two hundred and forty Pounds - - -	0	0	2
For measuring any Quantity of Goods, Article, Matter, or Thing sold by Measure, not exceeding One Bushel - - -	0	0	0½
For measuring every Quantity more than One Bushel and not exceeding Two Bushels - - -	0	0	1
And for every Bushel beyond Two Bushels - - -	0	0	0½

## TOLLS to be taken for WEIGHING CARTS and their LOADINGS.

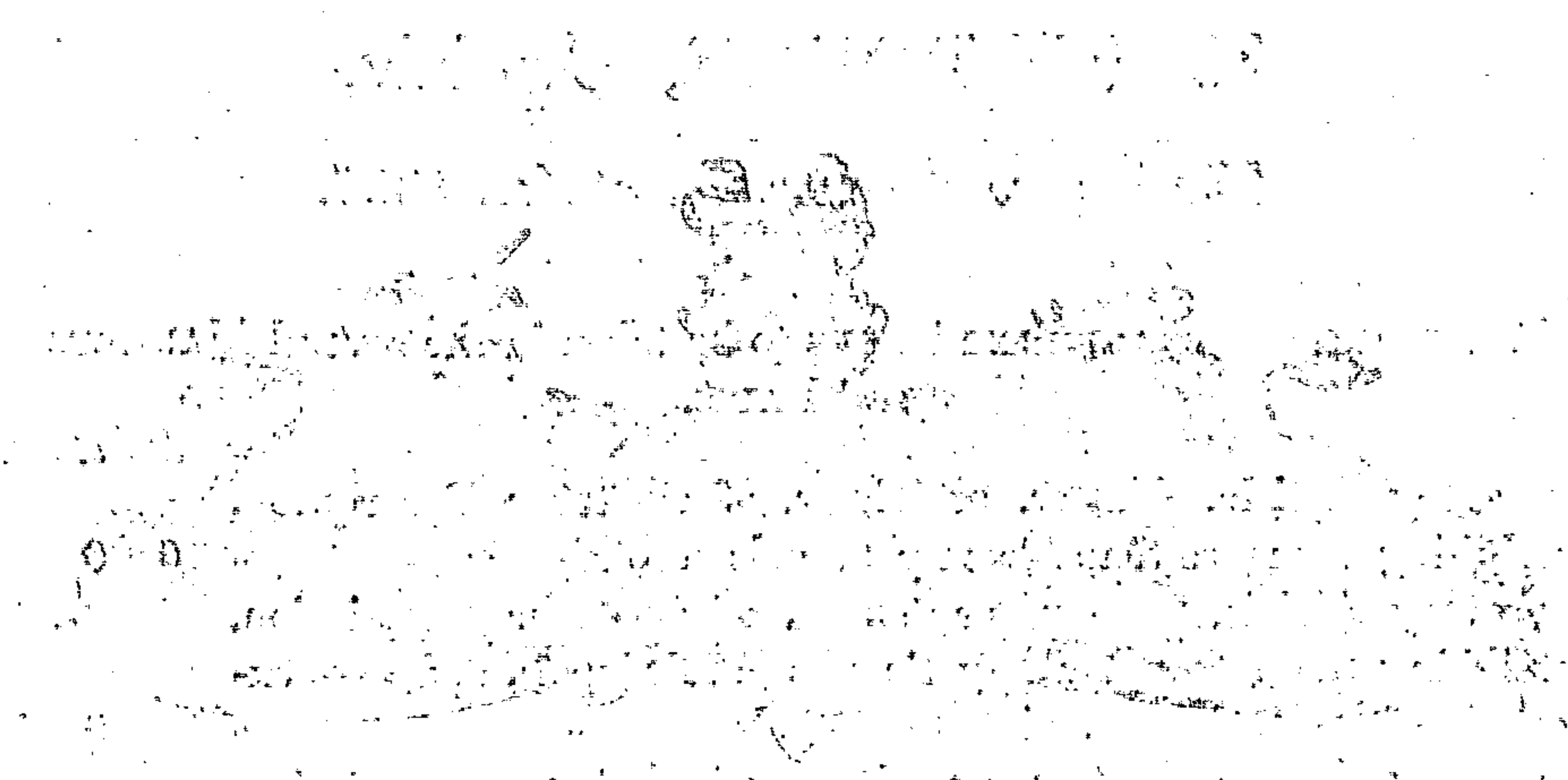
For a Cart containing any Quantity not exceeding Three Tons of Coal or Manure - - -	0	0	2
For a Cart containing any Quantity not exceeding Three Tons of Hay, Straw, Grass, Clover, or other Goods - - -	0	0	3
For a Cart, Waggon, or Lurry containing exceeding Five Tons - - -	0	0	4
For a Cart, Waggon, or Lurry containing Five Tons and not exceeding Ten Tons - - -	0	1	0
For empty Carts, Waggon, or Luries re-weighed for Tare - - -	0	0	1

## TOLLS for Use of SLAUGHTER-HOUSES.

For every Ox, Cow, Bullock, Steer, or Heifer - - -	0	1	0
For every Calf - - -	0	0	6
For every Sheep or Lamb - - -	0	0	3
For every Hog or Pig - - -	0	0	6
For every other Beast - - -	0	1	0

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