

**CHAPTER civ.**

An Act to empower the Holme Cultram Urban District Council to purchase certain gasworks of the North British Railway Company and to supply gas within the urban district. A.D. 1913.
[15th August 1913.]

WHEREAS the urban district council of Holme Cultram (in this Act referred to as "the Council") are the urban authority within the meaning of the Public Health Act 1875 for the urban district of Holme Cultram in the county of Cumberland (in this Act referred to as "the district"):

And whereas the district is divided into parts or wards and the town of Silloth constitutes Part I. (Silloth Ward) of the district:

And whereas the North British Railway Company (in this Act referred to as "the company") have in connection with their railway and works at Silloth constructed gasworks and have supplied gas to the inhabitants thereof:

And whereas by an agreement made on the thirtieth day of November one thousand nine hundred and twelve the Council have subject to the sanction of Parliament and the Local Government Board agreed to buy and the company have agreed to sell and transfer to the Council all the gas undertaking gasworks and all buildings gasometers plant apparatus and works connected therewith and all gas mains pipes meters lamps lamp-posts fittings furniture tools and other effects belonging to the said undertaking (excepting such of the mains pipes meters lamps and other apparatus as are in and upon the railway and dock works of the company at Silloth) and all other the real and personal property of the company described in the said agreement and all easements rights powers authorities and privileges enjoyed or exerciseable by the company in

A.D. 1913. / connection with the said undertaking works lands and premises
 — (all of which are in this Act referred to as "the gas undertaking"):

And whereas it is expedient that further powers should be conferred upon the council with respect to the supply of gas in their district:

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

And whereas by an absolute majority of the whole number of the council at a meeting held on the sixth day of March nineteen hundred and thirteen after ten clear days' notice by public advertisement of such meeting and of the purpose thereof in the Cumberland News a local newspaper circulating in the district such notice being in addition to the ordinary notices required for summoning such meeting it was resolved to promote the Bill for this Act:

And whereas such resolution was published twice in the said newspaper and has received the approval of the Local Government Board:

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

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

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

Short title.

1. This Act may be cited as the Silloth Gas Act 1913.

Interpretation.

2. In construing this Act the following words and expressions have the meanings hereby severally assigned to them unless there be something in the subject or context repugnant to such construction (that is to say):—

"The district" means the urban district of Holme Cultram;

"The Council" means the urban district council of the district;

“The district fund” and “the general district rate” mean respectively the district fund and the general district rate of the district; A.D. 1913.
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“The clerk” means the clerk to the council;

“The company” means the North British Railway Company;

“Gasworks” includes the gasworks of the Council and any building structure machinery apparatus or work constructed or provided for use in or for the purposes of any process or operation connected with the manufacture or storage of gas or the manufacture conversion preparation or storage of any residual products or otherwise for any purpose of the gas undertaking or of any powers or duties of the Council under this Act or under any enactment incorporated with and applied by this Act;

“Gas fittings” includes any meter engine oven stove range pipe or burner or any other apparatus appliance article or thing used or intended or adapted to be used in or in connection with the supply or consumption of gas for the purposes of lighting motive power heating and cooking or for any other purpose for which gas can or may be used.

3. The limits of supply for the purposes of this Act shall be the district. Limits of supply.

4. The provisions of the Lands Clauses Acts (except with respect to the purchase and taking of lands otherwise than by agreement and with respect to the entry upon lands by the promoters of the undertaking and except section 127 of the Lands Clauses Consolidation Act 1845) and the provisions of the Gasworks Clauses Act 1847 (except sections 30 to 38 and sections 43 45 46 and 47 thereof) and of the Gasworks Clauses Act 1871 (except sections 8 24 to 29 and 35 and Schedule B thereof) are incorporated with this Act. Incorporation of Acts.

5. The agreement dated the thirtieth day of November one thousand nine hundred and twelve and made between the company and the Council as set forth in the First Schedule to this Act is hereby confirmed and made binding on the company and the Council and may and shall be carried into effect accordingly. Confirmation of scheduled agreement.

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Transfer of
gas under-
taking of
company to
Council.

6. Upon payment of the purchase money and completion of the sale in accordance with the agreement aforesaid the gas undertaking of the company shall thenceforth be transferred to and vested in the Council in manner provided by the said agreement.

Proof of
transfer and
vesting.

7. The production of a King's Printer's copy of this Act duly stamped together with a receipt for the purchase money purporting to be signed by two directors of the company shall (unless it be proved that the purchase money has not been paid) be conclusive evidence in all courts and proceedings of the transfer.

Receipt for
purchase
money.

8. The receipt in writing of two directors of the company for the purchase price of the gas undertaking of the company or for any other sum of money to be paid to the company by the Council in pursuance of this Act shall effectually discharge the Council from the sum which in such receipt shall be acknowledged to have been received and from being answerable or accountable for the loss misapplication or non-application thereof.

Actions
pending not
to abate.

9. If on the transfer of the gas undertaking to the Council any action arbitration or other proceeding or any cause of action arbitration or proceeding is pending or existing by or against or in favour of the company in respect of the gas undertaking of the company the same shall not abate or be discontinued or in anywise prejudicially affected by reason of the transfer of the gas undertaking of the company to the Council or of anything in this Act but the same may be continued prosecuted and enforced by or against or in favour of the Council as and when it might have been continued prosecuted and enforced by or against or in favour of the company if this Act had not been passed.

Contracts to
be binding
upon Coun-
cil.

10. Subject to the provisions of this Act all purchases sales conveyances grants assurances deeds contracts bonds and agreements entered into or made and subsisting in respect of the gas undertaking of the company on the transfer thereof and then in force shall be as binding and of as full force and effect in every respect against or in favour of the Council and may be enforced as fully and effectually as if instead of the company the Council had been a party thereto.

Maintenance
of under-
taking by

11. Until the transfer the gas undertaking of the company shall be fully maintained and carried on by the company as

heretofore in the ordinary course of business with all due care but the company shall not without the previous consent of the Council make or enter into any contract agreement or other obligation except such as shall be in the ordinary course of the maintenance of the gasworks and the proper conduct of the gas undertaking.

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company till
transfer.

12.—(1) The Council may (when the gas undertaking has been acquired by them) maintain repair renew and continue and from time to time construct extend enlarge and alter any gasworks upon the lands described in the Second Schedule to this Act.

Construction
of works.

(2) Subject to the provisions of this Act the Council may manufacture supply and sell gas within the district for public and private purposes and may manufacture convert or prepare and sell any residual products.

13. The Council shall not manufacture gas nor manufacture convert or prepare any residual products on any lands other than the lands described in the Second Schedule to this Act.

Council not to
manufacture
gas or residual
products except
on scheduled
lands.

14.—(1) The Council may purchase or hire and sell or let on hire supply and otherwise deal in and fix set up alter remove and refix but shall not manufacture any gas fittings and may require and take such remuneration in money or such rents and charges for and make such terms and conditions with respect to the sale letting supply fixing setting up altering removing or re-fixing of such gas fittings and for securing their safety and (if the circumstances so require) their return to the Council as may be agreed upon between the Council and the person to or for whom the said gas fittings are sold let supplied fixed set up altered removed or refixed.

Supply of
gas fittings.

The Council may enter into contracts for the execution of any of the powers of this section and shall not themselves lay any pipes on the consumer's premises except between the main of the Council and the consumer's meter nor shall they sell any such gas fittings as aforesaid except through a contractor.

(2) Any fittings let for hire under the provisions of this section shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under process of any court or any proceedings in bankruptcy against the persons in whose possession the same may be. Provided that

A.D. 1913. such fittings are marked or impressed with a sufficient mark or brand indicating the Council as the actual owners thereof:

Provided as follows:—

- (A) The Council shall so adjust the charges to be made by them for any such fittings or for the fixing repairing or removal thereof as to meet any expenditure by them under the powers of this section in connection therewith (including interest upon moneys borrowed for those purposes and all sums applied to sinking fund for repayment of moneys so borrowed);
- (B) Every sum charged by the Council in respect of the provision of such fittings or the fixing repairing or removal thereof shall be separately stated on every demand note delivered by the Council to the consumer;
- (C) The total sums expended and received by the Council in connection with the purposes in this section mentioned in each year (including interest and sinking fund) shall be separately shown in the published accounts of the gas undertaking of the Council for that year.

Quality of
gas.

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

Photometer
to be pro-
vided.

16. The Council shall before supplying or within three months after beginning to supply gas under the authority of this Act provide and maintain a suitable photometer and other necessary appliances for the purpose of testing the quality of the gas and shall at all times keep the same in proper order and repair.

Pressure.

17. All gas supplied by the Council under this Act to any consumer of gas shall be supplied at such pressure as to balance a column of water not less than eight-tenths of an inch in height at the main or as near as may be to the junction therewith of the service pipe supplying the consumer.

18.—(1) For the purposes of the Gasworks Clauses Act 1871 the prescribed testing place for testing the gas supplied under this Act shall be the testing place provided by the Council on the lands described in the Second Schedule to this Act or such other testing place as may be provided by the Council on the said lands before commencing such supply.

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Testing
place and
burner.

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

(3) The Board of Trade may on the application of the Council or any five consumers approve the use of any other burner photometer or standard light that may appear to the Board to be equally or more suitable for the testing.

(4) The Council shall before supplying gas under this Act provide all the apparatus required by this Act for the testing of gas and shall at all times keep the same in proper order and repair.

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

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

No penalty
in case of
unavoidable
cause.

20. The price to be charged by the Council for gas supplied by them to consumers shall not exceed five shillings and sixpence per one thousand cubic feet and so on in proportion for any less quantity supplied Provided nevertheless that every odd fraction or portion of one hundred cubic feet may be charged for as one hundred cubic feet.

Maximum
price.

21. The Council shall keep separate records of the gas supplied to private consumers and for public lighting respectively

Price of
gas for pub-
lic supply.

A.D. 1913. — The price charged for gas for public lighting shall not be less than that charged to private consumers by more than ten per centum.

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

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

Gas consumers to give notice to Council before removing.

23.—(1) At least twenty-four hours' notice shall be given to the Council by every gas consumer either personally at the office of the Council or in writing before he shall quit any premises supplied with gas by meter by the Council and in default of such notice the consumer so quitting shall be liable to pay to the Council the money accruing due in respect of such supply up to the next usual period for ascertaining the register of the meter on such premises or the date from which any subsequent occupier of such premises shall require the Council to supply gas to such premises whichever shall first occur.

(2) Notice of the effect of this enactment shall be endorsed upon every demand note for gas charges payable to the Council.

Power to require use of anti-fluctuators for gas engines.

24.—(1) Every consumer of gas supplied by the Council who uses a gas engine shall if required to do so by the Council use an effective anti-fluctuator and shall at all times at his own expense keep such anti-fluctuator in proper order and if any consumer shall make default in complying with the provisions of this section the Council may cease to supply him with gas.

(2) The Council shall have access to and be at liberty to take off remove test inspect and replace any such anti-fluctuator at all reasonable times such taking off removal testing inspecting and replacing to be done at the expense of the Council if the anti-fluctuator be found in proper order but otherwise at the expense of such consumer.

(3) For the purposes of this section an anti-fluctuator means any apparatus article or thing for the purpose of controlling and regulating the supply of gas to any engine and preventing any inconvenience or danger from the intermittent consumption of gas by the engine.

Supply of gas in bulk.

25. The Council may contract with any local authority company or persons authorised to supply gas under Parliamentary powers in any district adjacent to the limits of supply for the

purchase by and supply to the Council of gas in bulk upon such terms and conditions and for such periods not exceeding in any case seven years from the making of the contract as may be agreed upon but nothing in this section shall authorise the Council to lay any mains or interfere with any street beyond the limits of supply. A.D. 1913.

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

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

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

28. The Council may in addition to any moneys they are authorised to borrow or which they may be authorised to borrow under the provisions of the Public Health Acts or any public general Act borrow at interest for the purposes set forth in the first column of the following table on the respective securities set forth in the second column thereof any sums not exceeding the respective sums set forth in the third column thereof and all moneys borrowed under the powers of this section shall be repaid within the respective periods set forth in the fourth column of the said table (that is to say):— Power to borrow.

Purposes.	Security.	Amount.	Period for repayment
For and in relation to the purchase of the undertaking of the company and for and in defraying the costs charges and expenses incident to such purchase (other than the costs of this Act).	The revenue of the gas undertaking of the Council and the district fund and general district rate.	The sum requisite.	Thirty years from the date or dates of borrowing.

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Purposes.	Security.	Amount.	Period for Repayment.
For working capital -	The same - -	£500	Ten years from the date or dates of borrowing.
For reconstruction and improvements.	The same - -	£1,000	Twenty years from the date or dates of borrowing.
For paying the costs charges and expenses of this Act as herein provided.	The same - -	The sum requisite.	Five years from the passing of this Act.

Certain provisions of Public Health Acts not to apply.

29. In calculating the amount which the Council may borrow under the Public Health Acts any sums which they may borrow under this Act shall not be reckoned.

Power to borrow additional moneys with consent of Local Government Board.

30. The Council independently of any other borrowing power may from time to time with the sanction of the Local Government Board borrow at interest such further moneys as may be required for any of the purposes of this Act on the security of the revenue of the gas undertaking and the district fund and general district rate and such moneys shall be paid off within such period not exceeding sixty years as the Local Government Board may prescribe.

Mode of raising money.

31. The Council may raise all or any moneys which they are authorised to borrow under this Act by mortgage or by the issue of debentures or annuity certificates under and subject to the provisions of the Local Loans Act 1875 or partly in one way and partly in another or others.

Provisions as to mortgages.

32. The following sections of the Public Health Act 1875 (that is to say) :—

Section 236 Form of mortgage ;

Section 237 Register of mortgages ;

Section 238 Transfer of mortgages ;

shall apply to and in relation to all mortgages made under the powers of this Act as if they were with necessary modifications re-enacted in this Act.

Protection of lenders from inquiry.

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

34. The Council shall pay off all moneys borrowed by them on mortgage under the powers of this Act either by equal yearly or half-yearly instalments of principal or of principal and interest combined or partly by one of those methods and partly by another of them and the payment of the first instalment shall be made within twelve months if by yearly repayments or within six months if by half-yearly repayments from the time of borrowing the sum in respect of which the payment is made.

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Mode of
payment off
of money
borrowed.

35.—(1) The Council shall have power—

Power to
re-borrow.

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

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

(2) Any moneys borrowed under this section shall for the purposes of repayment be deemed to form part of the original loan and shall be repaid within that portion of the prescribed period which remains unexpired and the provisions which are for the time being applicable to the original loan shall apply to the moneys borrowed under this section.

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

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

(A) By instalments or annual payments; or

(B) By means of a sinking fund; or

(C) Out of moneys derived from the sale of land; or

(D) Out of any capital moneys properly applicable to the purpose of the repayment other than moneys borrowed for that purpose.

36. All moneys from time to time borrowed under the provisions of this Act shall be applied by the Council only for the purposes for which the same are respectively authorised to

Application
of borrowed
moneys.

A.D. 1913. — be borrowed excepting that moneys which may have been borrowed in excess of the amount required shall be applied in such manner as the Council with the approval of the Local Government Board determine.

Receiver.

37.—(1) Subject to the provisions of this section any mortgagee of the Council in respect of a mortgage under this Act may enforce the payment of arrears of interest or of principal or of principal and interest by the appointment of a receiver.

(2) The application for the appointment of a receiver shall be made to the High Court and the Court if it thinks fit may appoint a receiver on such terms as it thinks fit and may at any time discharge the receiver and otherwise exercise full jurisdiction over him :

Provided that no such application shall be entertained unless the amount of arrears due to the applicant or in the case of a joint application by two or more mortgagees to the applicants collectively be not less than five hundred pounds in the whole.

Return as to provision for repayment of debt.

38.—(1) The clerk to the Council shall within twenty-one days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated in pursuance of the provisions of this Act or in respect of any money raised thereunder and at any other time when the Local Government Board may require such a return to be made transmit to the Board a return in such form as may from time to time be prescribed by the Board and if required by the Board verified by statutory declaration of the clerk showing for the year next preceding the making of the return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and in the event of his failing to make the return the clerk shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of that penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Board out of the High Court.

(2) If it appears to the Local Government Board by that return or otherwise that the Council have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated (whether the

instalment or annual payment or sum is required by this Act or by the Board in virtue thereof to be paid or appropriated) the Board may by order direct that the sum in their order mentioned not exceeding double the amount in respect of which default has been made shall be paid or applied as is mentioned in the said order and any such order shall be enforceable by writ of Mandamus to be obtained by the Board out of the High Court. A.D. 1913.

39. The Council shall keep separate capital and revenue accounts of all receipts credits payments liabilities and transactions in and about the execution and in relation to the purposes of this Act which accounts shall be distinct from the other accounts of the Council and shall be called respectively "the gas capital account" and "the gas revenue account." Separate accounts.

40.—(1) All moneys from time to time received by the Council by way of revenue under this Act shall be applied for the following purposes:— Application of gas revenue.

In payment of the gas establishment charges that is to say of the expenses properly chargeable to revenue of constructing continuing conducting managing and maintaining the gasworks;

In payment of the interest on the moneys borrowed or reborrowed for the purposes of this Act;

In providing for the discharge of any moneys borrowed or reborrowed for the purposes of this Act in accordance with the provisions of this Act or if those moneys were borrowed thereunder of the Local Loans Act 1875;

In setting apart if the Council think fit a yearly sum not exceeding ten pounds per centum of the said revenue for the purpose of forming a reserve fund to provide for any extraordinary expenditure in connection with the gas undertaking Provided that such reserve fund shall be accumulated by way of compound interest by investment in securities in which trustees are by law for the time being authorised to invest or in mortgages bonds debentures debenture stock stock or other securities (not being annuity certificates or securities payable to bearer) duly issued by any local authority as defined by section 34 of the Local Loans Act 1875 (but exclusive in every case of the securities of the Council) until it

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amounts according to the market price of the investments to the sum of five hundred pounds and that whenever the reserve fund amounts according to the market price of the investments to the sum of five hundred pounds the income therefrom shall be applied in the same manner as money received by the Council by way of revenue under this Act;

In payment if the Council think fit of the expenses of executing any permanent works authorised by this Act.

(2) The Council shall carry to the credit of the district fund so far as it relates to Part I. (Silloth Ward) of the district so much of any balance remaining in any year of the revenue arising from their gas undertaking as may in the opinion of the Council not be required for carrying on the gas undertaking and paying the current expenses connected therewith Provided that no part of that revenue shall be carried to the credit of the district fund when the price of gas to private consumers exceeds four shillings per one thousand cubic feet.

(3) Any deficiency in the revenues or receipts of the Council on account of their gas undertaking shall be made good out of the district fund and the next general district rate for Part I. (Silloth Ward) of the district to be made by the Council shall be increased so far as may be necessary to recoup the district fund the amount to be made good out of that fund.

Agreements
as to siding.

41. Subject to the provisions of this Act the company and the Council may enter into and carry into effect contracts and arrangements for the provision by the company of a siding adjoining the company's railway on the east side of Silloth Station together with a tram line from the gasworks to such siding and with easements over any lands belonging to the company for the purpose of constructing such tram line and also with respect to the working use management and maintenance of such siding and tram line the supply of trucks and wagons and other plant and machinery the conveyance transmission and delivery of traffic.

Evidence of
appoint-
ments &c.

42. Where in any legal proceedings taken by or on behalf of the Council whether under this Act or under any general or local Act passed before or after this Act it becomes necessary to prove the appointment or authority of any officer servant solicitor or agent of the Council or of any committee of the Council or to prove any resolution of the Council or of any

committee of the Council a certificate of such appointment authority or resolution purporting to be authenticated by the signature of the chairman of the Council or the clerk shall be primâ facie evidence of such appointment authority or resolution without further proof of the holding of any meeting or the production of any minute book or other record or document. A.D. 1913.

43.—(1) Where any notice or demand under this Act or under any local Act Provisional Order or byelaw for the time being in force within the district requires authentication by the Council the signature of the clerk or other duly authorised officer of the Council shall be sufficient authentication. Authentication and service of notices &c.

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

44. No matter or thing done or contract entered into by the Council nor any matter or thing done by the clerk or by any member or officer of the Council or any person whomsoever acting under the direction of the Council shall if the matter or thing be done or the contract be entered into bonâ fide for the purpose of executing this Act subject them or any of them personally to any action liability claim or demand whatsoever and any expense incurred by the Council or clerk member officer or person acting as last aforesaid shall be borne and repaid out of any of the funds at the disposal of the Council. Persons acting in execution of Act not to be personally liable.

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

(2) The Council shall pay to the Local Government Board any expenses incurred by that Board in relation to any inquiries referred to in this section including the expenses of any witnesses

A.D. 1913. — summoned by the inspector holding the inquiry and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

Informations
by whom to
be laid.

46. Save as herein expressly provided all informations and complaints under or for the breach of any of the provisions of this Act or of any byelaws made thereunder may be laid by an officer of the Council authorised in that behalf or by the clerk.

Judges not
disqualified.

47. A judge of any court or a justice shall not be disqualified from acting in the execution of this Act by reason of his being liable to any rate.

Crown
rights.

48. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown.

Costs of Act.

49. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Council out of the district fund and general district rate so far as the same relate to Part I. (Silloth Ward) of the district or out of moneys borrowed under the powers of this Act.

The SCHEDULES referred to in the foregoing Act. A.D. 1913.

THE FIRST SCHEDULE.

THIS AGREEMENT made the thirtieth day of November one thousand nine hundred and twelve between THE NORTH BRITISH RAILWAY COMPANY (herein called "the company") of the one part and THE URBAN DISTRICT COUNCIL OF HOLME CULTRAM in the county of Cumberland (herein called "the Council") of the other part.

WHEREAS the company have established and are carrying on a gas undertaking at Silloth in the county of Cumberland in connection with their railway and docks and are supplying gas to consumers within part of the district of the Council:

And whereas the company are willing to dispose of their gas undertaking and the Council are prepared to purchase the same upon the terms and conditions herein set forth:

Now it is hereby agreed as follows:—

1. The company shall sell and the Council shall purchase freed and discharged from the debts and liabilities of the company (1) The gas undertaking gasworks and all buildings gasometers plant apparatus and works connected therewith and all gas mains pipes meters lamps lamp-posts fittings furniture tools and other effects belonging to the undertaking so far as the same are the property of the company excepting and reserving such of the mains pipes meters lamps and other apparatus as are in and upon the railway and dock works of the company at Silloth (2) The piece of freehold land in the parish of Holme Low containing .629 acres or thereabouts upon part of which the gasworks are situate delineated and edged red on the plan annexed to this agreement (3) The piece of freehold land in the said parish containing .693 acres or thereabouts situated to the north of the gasworks and delineated and edged blue on said plan (4) A right of access to the lands above described over the private road delineated and coloured green on the said plan and used by the company as an access to the gasworks as the said road now exists or as the same may from time to time be altered by the company or over any road which the company may at any time hereafter in their sole discretion substitute therefor (5) Any rights which the company may

A.D. 1913. — have or be entitled to exercise over the roadway delineated and coloured yellow on the said plan and (6) All easements rights powers authorities and privileges enjoyed or exerciseable by the company in connection with the said undertaking works lands and premises excepting as aforesaid as the same shall exist on the day hereinafter appointed for the completion of such sale and purchase herein called "the transfer day" (all which undertaking works lands and premises so agreed to be sold and purchased are herein referred to as "the undertaking").

2. The Council shall (a) maintain at their own expense in good and sufficient repair in all time the existing boundary walls and fences of the said lands edged red and blue respectively and erect and thereafter maintain such additional walls or fences as may in the opinion of the chief engineer of the company be reasonably necessary to separate the said lands from those adjoining and to his reasonable satisfaction and (b) repay to the company one half of the cost of maintaining in proper repair the said road coloured green the amount of such cost to be agreed between the surveyor of the Council and the said chief engineer or settled by arbitration.

3. There shall be excepted from such sale and purchase all moneys lying to the credit of the company at their bankers in respect of the gas undertaking and all gas rents and other moneys due to or belonging to the company on the transfer day.

4. The consideration for the sale shall be the payment by the Council to the company on the transfer day of the sum of two thousand four hundred pounds and also of such sum as shall be agreed upon or in default of agreement determined by arbitration as the value of (a) the coal coke lime gas and residuals at or on the gasworks on the said transfer day and (b) all mains pipes meters lamps lamp-posts fittings furniture tools and loose effects kept in store at the gasworks by the company for the purposes of the undertaking so far as these have not been in actual use at or prior to the transfer day and so far as the Council shall desire to purchase the same.

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

6. The company shall be entitled to all charges payments rents and profits up to the transfer day and shall discharge all trade accounts outgoings and liabilities in respect of their gas undertaking up to that day and shall indemnify the Council therefrom and as from the transfer day the Council shall be entitled to all such charges payments rents and profits. The said charges payments rents profits and outgoings shall if and so far as necessary be apportioned.

7. The company shall until the transfer day carry on and manage the undertaking as heretofore according to their usual course of

business and shall uphold maintain and keep the works and property included in the undertaking in their present state and condition (reasonable wear and tear and accident and strikes of workmen excepted). A.D. 1913.

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

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

10. On the transfer day or so soon thereafter as the Council shall have paid to the company the whole of the consideration money hereinbefore mentioned the company shall forthwith execute all deeds and documents and do all things reasonably required by the Council for carrying into effect the sale and purchase and for transferring to and vesting in the Council the undertaking free from all debts liabilities and incumbrances affecting the same and for letting the Council into possession thereof and shall so far as possible procure the execution of such deeds and documents by all other (if any) necessary parties.

11. The transfer day shall be the thirtieth day after the giving of the Royal Assent to the Council's special Act of Parliament or in case a Provisional Order of the Local Government Board is obtained the thirtieth day after the receipt by the Council of the sanction of the Local Government Board to the borrowing of the purchase money and if from any cause all or any part of the aforesaid sum of two thousand four hundred pounds or any other sum or sums payable by the Council on that day shall not be paid on that day the Council shall pay to the company interest after the rate of five pounds per centum per annum on the moneys so remaining unpaid from the transfer day until payment thereof.

12. If from any cause the sale and purchase shall not be completed on the transfer day the company shall but subject always to the provisions of Article 25 hereof as agents for and at the expense and risk of the Council carry on the undertaking until the sale and purchase shall be actually completed and the Council shall on or before the actual completion of the sale and purchase repay to the company all moneys expended by them whilst acting as such agents and shall indemnify the company against all liabilities incurred by them whilst acting as such agents.

13. The company shall grant to the Council for the purposes of a tramway to be constructed between the siding to be laid in as shown on said plan and the gasworks of the Council a perpetual wayleave

A.D. 1913. or right to construct a single line tramway over or through the fields belonging to the company and numbered 1074 and 1076 on the said plan. The said tramway shall be constructed as nearly as possible on the line marked "line of proposed tramway" on said plan but the actual line and level thereof so far as constructed on or upon the property of the company shall be fixed by their said chief engineer. The said tramway and the whole of the works connected therewith shall be constructed laid out and maintained by and at the expense of the Council to the reasonable satisfaction of the said chief engineer. The Council shall provide such walls fences and gates as may in the opinion of said chief engineer be necessary to securely fence the said tramway and relative works and maintain the same to his satisfaction all at their own expense.

14. The company may from time to time require the Council to alter the line of the said tramway if the same shall become necessary in connection with the widening or alteration of the company's railway or works at Silloth or in connection with the erection of buildings on the said lands numbered 1074 and 1076 on said plan or either of them and in such case the Council will alter the tramway and relative works accordingly at their own expense.

15. The Council shall pay to the company for the said wayleave for tramway purposes an annual sum of twenty shillings to be paid on the 31st December in each and every year from and after the completion of the tramway and the Council shall also pay to the tenants of the fields numbered 1074 and 1076 compensation for damage done during the construction maintenance or use of the said tramway and also for obtaining possession if required of the land necessary for the purposes of the said tramway during the currency of any existing lease.

16. The Council shall also indemnify the company against all claims and expenses which may be made against them by any of the employees tenants of adjoining lands or other persons in respect of any personal injury damage to property or goods sustained through the existence working or maintenance of the said tramway.

17. The Council shall promote in the month of November one thousand nine hundred and twelve and use its best endeavours to procure the passing or confirming of a Bill or Provisional Order of the Local Government Board with such clauses as may be necessary to carry this agreement into effect and the company shall at the cost of the Council aid and assist the Council in obtaining the said intended Act or Provisional Order and in furtherance of this object shall supply to the Council free of charge such information particulars and evidence in possession of the company or of any of its officers

and servants as the Council may reasonably require and the company be able to supply without incurring any costs or expenses and the company by themselves their officers and servants shall at such like cost of the Council support the Bill or Order by evidence or otherwise if need be. A.D. 1913.

18. This agreement is subject to the approval of Parliament and to such alterations as may be made by Parliament therein and may be scheduled to the Bill or Provisional Order to be promoted by the Council but in the event of either House of Parliament making any alteration in this agreement which in the opinion of Sir Alfred Cripps K.C. whom failing a single arbitrator to be chosen or appointed as after mentioned is material it shall be in the option of either party to withdraw from the same.

19. Within seven days after the date of the Royal Assent to the special Act of Parliament or the Act of Parliament confirming the Provisional Order as the case may be the company shall deliver to the Council or their solicitor an abstract of their title to the land sold. Such abstract shall commence with the North British Railway (Amalgamation &c.) Act 1880 under which the undertaking of the Carlisle and Silloth Bay Railway and Dock Company was amalgamated with and declared to form part of the undertaking of the company and that the company should be entitled to all the assets and property of the Carlisle and Silloth Bay Railway and Dock Company and the Council shall assume that at the passing of such Act the property sold formed part of the property and assets of the said Silloth Company. The Council shall within ten days next after the delivery of the abstract make and send to the Company's solicitor a statement in writing of their objections and requisitions if any in respect of the title and of all matters appearing in the abstract or this contract and in default of such objections and requisitions if none and subject thereto if any the Council shall be deemed to accept the title and to have waived all other objections and requisitions. And if the Council shall insist on any objection to or requisition on the title or abstract or evidence of title or otherwise which the company shall be unable or on the ground of expense trouble or otherwise be unwilling to remove or comply with the company may by notice to be given in writing to the Council or their solicitors at any time and notwithstanding any negotiation or litigation in respect of such objection or requisition or any attempt to remove or comply with the same give notice of their intention to rescind the contract and unless within fourteen days after delivery of such notice the Council shall by notice in writing withdraw such objection or requisition the contract shall "ipso facto" be rescinded and the Council shall have no claim upon the company for costs or otherwise.

A.D. 1913.
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20. No evidence shall be required to identify the property or any part thereof in these presents with the property to which title is shown by the abstract or to connect the present with the ancient description thereof other than the evidence afforded by the abstracted muniments of title in the company's possession.

21. Part of the premises sold are subject to the exceptions and reservations contained in an indenture of enfranchisement dated the 23rd day of December 1895 made between the lord of the manor of Holme Cultram of the one part and the company of the other part and the Council shall not make any objection or requisition as to the title of the party enfranchising the same.

22. The mines and minerals under the premises sold are not included in the sale and the premises are sold subject to such rights and powers as the owners of such mines and minerals may be entitled to but the Council shall make no objection or requisition as to the particulars of such rights or powers.

23. The company further agree that on completion of the purchase they will guarantee to take a minimum supply of 800,000 cubic feet of gas per annum for each of the five years ensuing after the transfer day and will pay for the same at a rate not exceeding four shillings and twopence per 1,000 cubic feet for any period during which the price charged against the general public is at or exceeding five shillings per 1,000 cubic feet and a proportionately less rate whenever the price charged against the general public is below five shillings.

24. Should the Council not have obtained the necessary statutory powers to acquire the undertaking by 31st December 1913 or having obtained such powers failed from any cause whatever to complete the purchase within three months after the transfer day the company shall have the option to withdraw from this agreement.

25. Each party to this agreement shall pay their own costs and expenses in connection with this agreement and the transfer of the undertaking.

26. All questions of difference which may at any time arise between the parties hereto or those claiming under them touching this agreement or the subject-matter thereof or arising out of or in relation thereto respectively whether as to construction or otherwise shall be referred to Sir Alfred Cripps K.C. whom failing to a single arbitrator to be chosen by the parties if they can agree upon one and in default of agreement appointed in accordance with and subject to the provisions of the Arbitration Act 1889 or any statutory modification thereof.

In witness whereof the common seals of the parties hereto have been hereunto affixed the day and year first above written. A.D. 1913.

The common seal of the North British Railway }
Company was hereunto affixed in the presence of }

L.S.

HENRY GRIERSON }
CHAS. CARLOW } Directors.
JNO. CATHLES Secretary.

The common seal of the Urban District Council }
of Holme Cultram was hereunto affixed in the }
presence of }

L.S.

JOHN J. CARSON Chairman.
JOS. H. GIBSON Clerk.

THE SECOND SCHEDULE.

GAS LANDS.

All those two pieces or parcels of land in the parish of Holme Low in the district containing respectively .629 acre and .693 acre or thereabouts and being the inclosures numbered 1077 and 1062 on the Ordnance map of the said parish (scale $\frac{1}{2500}$ 2nd edition 1900).

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