

**CHAPTER lxxx.**

An Act to incorporate the Goole and District Gas and Water Company; to enable them to acquire the Gas Undertaking at Goole belonging to the Undertakers of the Navigation of the Rivers of Aire and Calder, in the county of York; to construct Waterworks; and for other purposes.

A.D. 1881.

[27th June 1881.]

WHEREAS by the Goole Lighting Act 1879 (herein-after called "the Act of 1879") the Undertakers of the Navigation of the Rivers of Aire and Calder, in the county of York, are authorised to make and supply gas to the town and port of Goole and the neighbourhood thereof, and they are now making and supplying gas accordingly:

42 & 43 Vict.
c. xc.

And whereas the said Undertakers are willing, and it is expedient, that such part of their gas undertaking at Goole as is herein-after defined should be transferred to and vested in the Company to be incorporated by this Act upon the terms and conditions herein-after contained, and that the said Company should thenceforth be authorised to make and supply gas within the limits prescribed by this Act:

And whereas the present water supply in the town and port of Goole and the neighbourhood thereof is deficient both in quality and quantity for public and private requirements, and it is therefore expedient that a better supply of water should be secured, and that the said Company should be authorised to construct waterworks for that purpose, and to supply water within the aforesaid limits:

And whereas it is expedient that the said Undertakers, who are the owners of a considerable portion of the said town and port of Goole, and therefore interested in the welfare thereof, should be authorised to subscribe to the capital of the said Com-

A.D. 1881. — pany in order to facilitate the carrying out of the purposes of this Act :

And whereas it is also expedient that the Goole Local Board, who are the sanitary authority in the said town of Goole, and responsible for the due lighting of and for the sufficiency and wholesomeness of the water supply to their district, should likewise be authorised to subscribe to the capital of the said Company with the same object, and that they and the said Undertakers should have the power of appointing directors of the said Company and also that the said Local Board should be enabled to purchase the undertaking of the said Company in the manner herein-after provided :

And whereas the said Undertakers by their trustees on their behalf, and the Goole Local Board, have entered into the agreements set forth in the Fourth and Fifth Schedules to this Act in relation to the purchase by and transfer to the Goole Local Board of certain sewers and sewer outfalls and certain streets and places in the town of Goole belonging to the said Undertakers ; and it is expedient that such agreements should be sanctioned and confirmed and made binding upon the parties thereto in the event of the said Local Board subscribing to the capital of the said Company to the extent and within the period herein-after mentioned :

And whereas it is expedient that the said Undertakers should be authorised to apply their funds and that the Goole Local Board should be empowered to raise money for the purposes of this Act :

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

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

May it therefore please Your Majesty that it may be enacted, and be it enacted, by the 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 :

Short title. 1. This Act may be cited as the Goole and District Gas and Water Act 1881.

2. The Companies Clauses Consolidation Act 1845, and Part I. (relating to cancellation and surrender of shares), and Part III. (relating to debenture stock) of the Companies Clauses Act 1863, as amended by the Companies Clauses Act 1869, the Lands Clauses Consolidation Acts 1845, 1860, and 1869, the Gasworks Clauses Act 1847, and the Waterworks Clauses Acts 1847 and 1863, are, subject to the provisions of this Act, incorporated with and form part of this Act, and the Gasworks Clauses Act 1871 shall apply to the gas undertaking of the Undertakers, by this Act authorised to be transferred to the Company, as if the same had been authorised by this Act.

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Incorporation of
general Acts.

8 & 9 Vict. c. 10.
26 & 27 Vict. c. 118.
32 & 33 Vict. c. 48.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
10 & 11 Vict. c. 15.
10 & 11 Vict. c. 17.
26 & 27 Vict. c. 93.
34 & 35 Vict. c. 41.

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

Interpreta-
tion of
terms.

The expression "the Company" shall mean the Company incorporated by this Act;

The expression "the Undertakers" shall mean the Undertakers of the Navigation of the Rivers of Aire and Calder, in the county of York;

The expression "the Local Board" shall mean the Goole Local Board;

The expression "the undertaking of the Company" shall mean and include the gasworks, land, and other property by this Act authorised to be transferred to, and the gasworks and works connected therewith by this Act authorised to be made and maintained by the Company, and also the waterworks and works connected therewith by this Act authorised to be constructed, and any improvement of the said gas and water works which may from time to time be made under the powers of this Act, and the lands, buildings, estate, rights, title, property, powers, privileges, effects, and undertaking of the Company, and every part thereof respectively; and

In this Act or any Act wholly or partially incorporated herewith the expression "superior courts" or "courts of competent jurisdiction," or any like expression, shall, for the purposes of this Act, be read and have effect as if the debt or demand in respect of which the expression is used were a common simple contract debt, and not a debt or demand created by statute;

In the Gasworks Clauses Act 1847 as incorporated with this Act the expression "the undertaking" shall mean and include the gasworks and works connected therewith by this

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Act authorised to be constructed by and the gasworks and works to be transferred to the Company, and in that Act and in the Waterworks Clauses Acts 1847 and 1863, as incorporated with this Act, the expression "the Undertakers" shall mean the Company.

Limits of
Act.

4. The limits of this Act for the purposes of both the gas and water supply shall be the township of Goole, the township of Hook, the township of Armin, and the township of Rawcliffe, all in the parish of Snaith, in the west riding of the county of York.

Company in-
corporated.

5. William Aldam, Walter Thomas William Spencer Stanhope, Ralph Creyke, Samuel Croft, Francis Reckitt, and William Hamond Bartholomew, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking of the Company, and their executors, administrators, successors, and assigns respectively, shall be and they are hereby united into a Company for the purposes herein-after mentioned, and shall be and are hereby incorporated by the name of "The Goole and District Gas and Water Company," and by that name shall be a body corporate with perpetual succession and a common seal with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

General
purposes of
Company.

6. The Company shall be established for the purpose of supplying gas within the limits of this Act, and of manufacturing and storing gas and residual products on the lands described in the First Schedule to this Act, and of carrying on the business of a gas company, and for the purpose of supplying water for public, private, trading, manufacturing, shipping, sanitary, and other purposes within the same limits, and of carrying on the business of a water company, and otherwise for carrying the purposes of this Act relating to the Company into execution.

Capital.

7. The capital of the Company shall be sixty thousand pounds in six thousand shares of ten pounds each.

Shares not to
be issued
until one
fifth paid.

8. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or corporation accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Receipt
in case of
persons not
sui juris.

9. If any money is payable to a shareholder, being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

10. The Undertakers may within two months of the passing of this Act subscribe towards the capital of the Company the sum of twenty thousand pounds (being one-third part of the capital of the Company), or any part thereof, and with the consent of the Local Government Board, the Local Board may also within the same time, subscribe towards the said capital the like sum of twenty thousand pounds (being another third part of the capital of the Company), or any part thereof, and the Company shall for the said period of two months retain for allotment to the Undertakers and to the Local Board respectively shares in respect of the said sums of twenty thousand pounds which they are respectively authorised to subscribe as aforesaid, and shall allot such shares to them respectively or shares in respect of such part of the before-mentioned sums as the Undertakers and the Local Board respectively may subscribe within the said period of two months.

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Undertakers
and Local
Board may
subscribe
20,000*l.* each
to capital of
Company.

11. Notwithstanding anything herein-before contained the Undertakers and, with the consent of the Local Government Board, the Local Board respectively may, in the event of any part of the capital of the Company remaining unsubscribed after the expiration of the said period of two months, and whether they respectively shall have already subscribed towards the said capital of the Company or not, from time to time subscribe any sum or sums towards such unsubscribed capital as they respectively may think fit, and the Company may allot to the Undertakers and the Local Board respectively shares in respect of any sum or sums so subscribed by them: Provided always, that the total amount of the subscriptions by the Undertakers or the Local Board respectively towards the capital of the Company shall not at any time exceed the sum of twenty-five thousand pounds each.

Undertakers
and Local
Board may
make further
subscrip-
tions.

12. The Undertakers may, from time to time, contribute and apply in or towards payment of their said subscriptions, any funds or moneys belonging to them or which they have power to raise, and the Local Board may apply to the payment of their said subscriptions, and to the other purposes of this Act so far as relating to the Local Board, any money which they may be authorised by this Act to raise or borrow, and the Undertakers and the Local Board shall, in respect of the sums to be from time to time subscribed and the corresponding shares in the Company to be from time to time held by them respectively, have (subject to the other provisions of this Act) all the powers, rights, and privileges (except in regard to voting, which shall be as herein-after provided), and be subject to all the obligations and liabilities of proprietors of shares in the Company: Provided always, that

Undertakers
and Local
Board may
apply moneys
towards pay-
ment of sub-
scriptions,
&c.

A.D. 1881. — the Undertakers shall not until the full amount thereof shall be paid up either in payment of calls or in anticipation thereof, and that the Local Board shall not at any time sell, dispose of, or transfer any of the shares allotted to them respectively in respect of the capital in the Company for which they may respectively subscribe as aforesaid.

Undertakers
shares to
be vested
in their
trustees.

13. The shares in the Company from time to time subscribed for or held by the Undertakers shall be entered in the books of the Company in the names of the trustees, or two of the directors, for the time being, of the Undertakers, as the Undertakers shall from time to time determine, in whose favour also all certificates of proprietorship in respect of such shares shall be issued, and the said trustees and directors, and the respective survivors of them their and his executors, administrators, and assigns, as the case may be, shall hold such shares, and the dividends and income to arise therefrom, upon the same trusts and for the like purposes, and with the like indemnification, as those upon and for which the trustees hold the present property belonging to the Undertakers, and the profits and advantages arising therefrom.

Power to
borrow.

14. The Company may from time to time borrow on mortgage any sum or sums not exceeding in the whole fifteen thousand pounds, in the manner following (that is to say): They may borrow a sum of seven thousand five hundred pounds in respect of each entire sum of thirty thousand pounds of the capital of the Company, but no part of any such sum of seven thousand five hundred pounds shall be borrowed until the whole sum of thirty thousand pounds in respect of which such sum is hereby authorised to be borrowed is issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845, before he so certifies, that the whole of such capital of thirty thousand pounds has been issued and accepted, that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital of thirty thousand pounds has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital of thirty thousand pounds was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a

certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof. A.D. 1881.

15. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than one thousand pounds. Appointment
of a receiver.

16. All money raised or to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company, and the property from time to time of the Company, over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act: Provided always, that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Consolidation Act 1845, or the Lands Clauses Consolidation Acts Amendment Act 1860, or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company, and which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock, nor shall anything in this section contained affect any claim for land taken, used, or occupied by the Company for the purposes of the Company's undertaking and works, or injuriously affected by the construction thereof, or by the exercise of any powers conferred on the Company. Priority of
mortgages
over other
debts.

17. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863, but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages. Debenture
stock.

18. All moneys raised by the Company under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only. Application
of moneys.

19. The first ordinary meeting of the Company shall be held not earlier than two months but within six months after the passing of this Act, and the future ordinary meetings of the Company shall General
meetings.

A.D. 1881. — be held in the month of February in every subsequent year, or in such other month in every subsequent year as the Company by the resolution of an extraordinary general meeting shall from time to time determine.

Quorum of
general
meetings.

20. The quorum to constitute a general meeting, whether ordinary or extraordinary, of the Company, shall be not less than six shareholders, holding themselves or as proxies in the aggregate not less than six thousand pounds nominal value in the capital of the Company.

Extra-
ordinary
meetings.

21. The number of shareholders who may require an extraordinary meeting to be convened shall not be less than six, holding in the aggregate not less than six thousand pounds in the capital of the Company.

Voting.

22. At all meetings of the Company every proprietor of capital in the Company shall, subject to the provisions herein-after contained in reference to voting on behalf of the Undertakers and the Local Board, have one vote in respect of each share of ten pounds held by him.

Undertakers
and Local
Board may
appoint
proxies.

23. The Undertakers and the Local Board respectively, when and so long as they shall respectively be shareholders in the Company, may, by writing, in the case of the Undertakers under the hand of their chairman for the time being, and in the case of the Local Board under their common seal, from time to time appoint some person or persons (not exceeding at the same time two each) to attend meetings of the Company, whether ordinary or extraordinary, on their behalf respectively, and may from time to time, by any similar writings, revoke any such appointment or appointments, and appoint any other person or persons for the same purpose; and the person or persons so appointed shall be at liberty, whether he or they shall be individually a shareholder or shareholders in the Company or not, to attend all such meetings of the Company on behalf of the party by or on whose behalf he or they are so appointed until his or their appointment shall be revoked, or the party by or on whose behalf he or they were appointed shall cease to be shareholders, and shall have all the privileges and powers attaching to a shareholder or shareholders of the Company at such meetings, and shall for the purpose of constituting a quorum at meetings be considered as separate shareholders, and may (except as herein-after mentioned in relation to the election of directors) vote at such meetings in respect of the capital held by the party by or on whose behalf he or they were appointed: Provided always, that if at any time more than one person shall be appointed as aforesaid by or on behalf of the Undertakers or the Local Board respec-

tively the persons so appointed shall, between them, only be entitled under this clause to the same number of votes and to represent the same amount of capital as might be given or represented by one such person, if only one had been appointed as aforesaid; and that all instruments appointing or revoking the appointment of any such person or persons shall be deposited in the office of the Company, and no such person shall be entitled to attend any meeting or to vote thereat until the instrument appointing him shall have been so deposited. A.D. 1881.

24. The number of directors shall not at any time be less than four, and when the subscribed capital shall, at the time of any ordinary meeting, exceed forty-five thousand pounds but shall not exceed fifty-five thousand pounds, the number of directors shall be five; and when the said capital shall, at any such meeting, exceed fifty-five thousand pounds the number of directors shall thenceforth be six. Number of directors.

25. The qualification of a director shall (except in the case of a director appointed by the Undertakers or the Local Board) be the possession in his own right of not less than two hundred and fifty pounds in the capital of the Company. Qualification of directors.

26. The quorum of a meeting of directors shall be three. Quorum.

27. William Aldam, Walter Thomas William Spencer Stanhope, Ralph Creyke, Samuel Croft, Francis Reckitt, and William Hamond Bartholomew, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present, in person or by proxy, and entitled to vote on the election of directors, may elect such number of directors as, with the directors appointed by the Undertakers and the Local Board respectively as herein-after mentioned (if any), shall make up the prescribed number of directors, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every subsequent year after the first ordinary meeting the shareholders present, in person or by proxy, and entitled to vote as aforesaid, shall, subject to the other provisions hereof, elect persons to supply the places of the directors elected by the shareholders then retiring from office, and such other directors (if any) as may from time to time, by reason of the Undertakers ceasing to have the power of appointing the directors or some of them as herein-after mentioned, or by reason of the number of directors having increased in accordance with the other provisions of this Act, be required to be elected to make up the First directors.
Election of directors.

A.D. 1881. — prescribed number of directors, and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned, shall continue to be directors until others are elected or appointed in their stead, in manner provided in the Companies Clauses Consolidation Act 1845, or in accordance with the provisions of this Act. If there be at the time only two directors elected by the shareholders, one of those directors shall retire at each annual ordinary meeting, and if there be at the time more than two such directors, then the directors elected by the shareholders as aforesaid shall retire from office in the proportions, as nearly as may be, prescribed by the Companies Clauses Consolidation Act 1845, but the directors shall from time to time, when occasion may require, determine, agreeably with the provisions of the same Act, the proportion in which the directors elected by the shareholders or which of such directors shall retire.

Appointment
of directors
by Under-
takers and
Local Board.

28. The following provisions shall apply to the appointment of directors by the Undertakers and the Local Board, each of which bodies is in this clause herein-after referred to separately as "the contributing body":

- (1.) If at any time the contributing body shall subscribe towards the capital of the Company to the following extent they shall thenceforth, and so soon and so long as they shall hold the herein-after prescribed qualifying amount of capital, be entitled to appoint one director in respect of each complete sum of ten thousand pounds for the time being held by them in the capital of the Company up to twenty thousand pounds;
- (2.) The first appointment of directors shall be made by the contributing body as soon as they shall have subscribed the aforesaid qualifying amount of capital, and shall take effect from and after the first ordinary meeting of the Company held after such appointment; and, if necessary, the requisite number of directors elected by the shareholders shall at that meeting give place for the directors so appointed by the contributing body;
- (3.) The persons to be appointed by the contributing body need not be shareholders in the Company, but the Local Board shall not appoint any person to be a director unless he is at the time of appointment a member of that Board: Provided always, that, except as in this Act otherwise expressly provided, all persons so appointed shall become disqualified in any of the events mentioned in section eighty-six of the Companies Clauses Consolidation Act 1845;

- (4.) All appointments and revocations of appointments shall be in writing, and, in the case of the Undertakers, under the hand of their chairman for the time being, and, in the case of the Local Board, under the common seal of that Board, and all such appointments and revocations of appointments shall be deposited in the office of the Company; A.D. 1881.
- (5.) The contributing body shall have power from time to time to revoke any appointment made by them, and, if still holding the qualifying amount of capital in the Company, to appoint any other persons or person (qualified as aforesaid in the case of any person to be appointed by the Local Board) in the place of any directors or director appointed by them whose appointment shall be so revoked, or who shall have died, resigned, or become disqualified;
- (6.) The directors or director appointed by the contributing body shall remain in office until they or he shall die, resign, or become disqualified, or until their or his appointment shall be revoked as herein-before mentioned, or until the contributing body by whom they or he shall have been appointed shall cease to hold the qualifying amount of capital in the Company to entitle them to appoint such directors or director; and all directors appointed under this clause shall, whilst in office, have and may exercise all and the same rights, privileges, and powers as any other director of the Company;
- (7.) In the event of the contributing body at any time after having exercised the aforesaid power of appointment ceasing to hold the amount of capital in the Company required to qualify them to appoint as aforesaid two directors or a single director, as the case may be, then and so soon as this shall happen the directors, or such one director, or such one of the directors appointed by the contributing body as they shall designate by writing in manner before prescribed, or (failing such designation by them) as the other directors then in office shall designate, shall thereupon cease to hold office, and such other directors may (if they think fit) elect some shareholders or shareholder duly qualified to be directors or a director in the place of the directors or director so ceasing to hold office, and the shareholders or shareholder so elected shall continue in office until the next ordinary meeting of the Company, and at that meeting and thenceforth the shareholders present in person or by proxy shall elect, in accordance with the provisions of the Companies Clauses Consolidation Act 1845, some directors or director in the stead of the directors or

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director formerly appointed by the contributing body, who shall have ceased to hold office as aforesaid ;

(8.) The persons or person to be appointed by the contributing body to attend and vote on their behalf at meetings of the Company, as herein-before provided, shall not be entitled to vote at such meetings upon the election of directors by the shareholders of the Company in respect of any capital in right of which such contributing body shall at the time have the power of appointing directors or a director, but such persons or person shall be entitled to vote upon any such election in respect of any further or other capital at the time held by the contributing body ;

(9.) In the event of the contributing body failing for one month after notice in writing from the other directors of the Company to supply any vacancy in the office of directors caused by the death, resignation, or disqualification, or revocation of the appointment, of any of the directors appointed by the contributing body, the other directors may themselves elect some duly qualified shareholders or shareholder to supply such vacancy, who shall continue to hold office until the necessary appointment shall be made by the contributing body.

Auditors not
required to
hold shares.

29. The auditors need not hold shares in the Company.

Purchase by
Company of
gas under-
taking
belonging to
Undertakers.

30. The Undertakers shall, for the consideration and subject to the terms, conditions, and provisions herein-after mentioned in relation thereto, sell and the Company shall purchase the gasworks, lands, and other property belonging to the Undertakers, herein-after described or referred to (in this Act called "the gas undertaking"), that is to say : The lands described in the first, second, and third parts of the First Schedule to this Act, and the buildings, gasholders, works, machinery, and plant, including manufactured gas (but excluding all coal, residuals, meters, pipes, tubing, and other stores not in use, which excluded articles shall be taken by the Company at the price herein-after mentioned), which were or shall be in or upon such lands or any of them, on the thirtieth day of June, one thousand eight hundred and eighty-one (which date is herein-after referred to as "the date of purchase"), and also all meters in use in connexion with the aforesaid gasworks at the date of purchase, and all such street and other gas lamps and mains and the services thereto belonging to the Undertakers, and not used exclusively by them, as were or shall at the date of purchase be existing in any part of the town and port of Goole, except in such part of the said town and port as is coloured red

on the plan signed by the Right Honourable Lyon Playfair, the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred, and which plan is deposited in the Private Bill Office of the House of Commons in reference to this Act.

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31. The said sale and purchase of the gas undertaking shall be made upon the terms, conditions, and provisions following (that is to say) :—

Terms, &c.
of purchase.

- (1.) The purchase money to be paid by the Company to the Undertakers shall be the sum of thirty-three thousand pounds, and shall be payable on the date of purchase or at such later date as may be mutually agreed between the Company and the Undertakers. If from any cause whatsoever the said purchase money or any portion thereof shall remain unpaid after the date of purchase the Company shall pay, in addition to such purchase money, interest thereon or on the portion thereof so remaining unpaid at the rate of six pounds per centum per annum from the date of purchase until the same shall be paid ;
- (2.) Upon payment by the Company to the Undertakers of the purchase money and all interest due thereon, if any, the purchase shall be completed, and the Undertakers shall execute and deliver to the Company the deed of transfer herein-after mentioned, which deed shall be prepared and stamped by and at the expense of the Company, who shall also pay the expenses incurred by the Undertakers in the perusal, settling, and execution thereof by them or on their behalf ;
- (3.) No objection shall be taken by the Company to the title of the Undertakers to the gas undertaking or any part thereof, the title to which shall be accepted as it stands, and upon the execution and delivery of the said deed of transfer the Undertakers shall hand over to the Company all title deeds, books, and other documents in their possession or control relating exclusively to the gas undertaking or any part thereof, or the lands comprised therein, but the Undertakers may retain all documents which do not so exclusively relate ;
- (4.) If the said purchase money or any part thereof shall not be paid on the date of purchase, and the purchase be not therefore completed on that date, the Undertakers shall continue in possession of the gas undertaking, and shall carry on the same as trustees for the Company and at their risk until the said purchase shall be completed and the gas undertaking vested in the Company as herein-after provided, and the

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Undertakers shall be indemnified by the Company from all payments and liabilities in connexion with the gas undertaking after the date of purchase ;

- (5.) The Undertakers shall be entitled to all rates, rents, and other income arising from the gas undertaking, including the income arising from the sale of residuals, up to the date of purchase for their own use and benefit ; and the Company shall be entitled to all subsequent rates, rents, and other income, and shall bear and be liable for all payments and expenses in connexion with the gas undertaking after that date ; and the Undertakers and the Company shall from time to time account to each other for any moneys received by either of them to which the other is entitled under this subsection ;
- (6.) The Undertakers shall pay and discharge all trade debts and other obligations in connexion with the gas undertaking up to the date of purchase, and shall indemnify the Company therefrom ;
- (7.) After the completion of the purchase the Company shall, if and when required, supply gas to the Undertakers, and also shall, if and when required, as soon as the waterworks hereinafter authorised to be made shall be completed, supply water to them and to the shipping in the port of Goole, upon as favourable terms as the Company shall for the time being be supplying any other consumer taking a like quantity of gas or water ;
- (8.) All coal, residuals, meters, pipes, tubing, and other stores not in use at the date of purchase which shall be upon any of the lands described in the First Schedule hereto, and which are not included in the gas undertaking herein-before described, shall be purchased and taken by the Company at a price to be agreed upon, or in case of difference to be fixed by a valuer to be appointed by two justices ;
- (9.) The Undertakers shall, previously to the completion of the purchase, do and execute the several works, and provide the several articles and things in connexion with the gas undertaking specified in the Second Schedule to this Act.

Transfer to
be by deed
duly stamped.

32. The purchase and transfer of the gas undertaking shall be evidenced and carried into effect by a deed under the hands and seals of the trustees for the time being of the Undertakers, which deed shall be duly stamped, and shall truly state the consideration, and may be in the form set forth in the Third Schedule to this Act, or to the like effect, with such variations and additions as circum-

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stances may require, and upon the execution of such deed by the said trustees, and delivery thereof to the Company, the said purchase shall be completed, and the gas undertaking shall, subject to the other provisions hereof, be by virtue of this Act absolutely transferred to and vested in the Company for all the estate and interest of the Undertakers therein (which transfer and vesting is herein-after referred to as "the transfer"). Provided always, that the Company shall within three months after the transfer produce to the Commissioners of Inland Revenue such deed duly stamped, and in default thereof the ad-valorem stamp duty, with interest thereon at the rate of five pounds per centum per annum from the date of the transfer to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

33. The receipt in writing under the hands of the trustees for the time being of the Undertakers for the purchase money and interest (if any) endorsed upon such deed of transfer shall effectually discharge the Company from such purchase money and interest, and from being answerable or accountable for the loss, misapplication, or non-application thereof.

Receipt for
purchase
money.

34. From and after the transfer all the powers, rights, and authorities of the Undertakers under the Act of 1879, except such of them as may be required for the collection and recovery by the Undertakers of any gas rents, rates, or other income or sums of money due at the time of transfer, shall cease and determine (without prejudice however to anything done or suffered thereunder previous to the transfer).

Undertakers
powers of
supplying
gas, &c. to
cease after
transfer.

35. The Undertakers may after the transfer retain for and from time to time apply to the use of their general undertaking any lands or other property of any description which previously to the transfer shall have been appropriated to the purposes of the Act of 1879, but which are not included in the gas undertaking herein-before described and transferred to the Company.

Undertakers
may retain
property not
included in
gas under-
taking.

36. All contracts existing at the time of the transfer between the Undertakers and any company, corporation, or person for the supply of gas or residual products, or for the purchase of coal or other materials, or otherwise, relating to the gas undertaking, and then in force, shall, from and after the transfer, be as binding and of as full force and effect in every respect against or in favour of the Company, and may be enforced by or against them in their own name as fully and effectually as if, instead of the Undertakers, the Company had been a party thereto, and the Company shall, as

Contracts
prior to Act
to be bind-
ing.

A.D. 1881. from the date of purchase, indemnify the Undertakers from all liability in respect of any such contracts.

Recovery of
gas rents, &c.

37. All gas rents and sums of money payable at the date of the transfer in respect of the gas undertaking shall be collected and recovered by the Undertakers, but all such rents and sums of money becoming payable after that date shall be collected and recovered by the Company.

Powers as to
maintenance
and construc-
tion of gas-
works.

38. From and after the transfer, and subject to the provisions of this Act, the Company may from time to time hold, use, maintain, alter, improve, enlarge, extend, and renew or discontinue the gasworks and works for storing gas, and for the manufacture and conversion of residual products, then existing upon the lands described in the first and second parts of the First Schedule to this Act, or any part thereof, and they may also upon such lands erect, lay down, provide, and from time to time maintain, alter, improve, enlarge, extend, and renew or discontinue additional works for the manufacture and storing of gas, and for the conversion, utilization, and distribution of materials used in, and of residual products resulting from, such manufacture, together with all necessary retorts, gasholders, receivers, refiners, and other apparatus, pipes, drains, sewers, and other works incidental thereto, and may also maintain, alter, and renew the street and other lamps and mains comprised in the gas undertaking (except the main crossing under the canal at the north end of Foundry Lane in Goole, which shall not be altered without the consent of the Undertakers, nor be renewed in that position, except under the direction and to the reasonable satisfaction of the Undertakers engineer for the time being), and may lay down, maintain, and renew additional mains, pipes, pillars, and other works and conveniences for distributing gas and residual products within the limits of this Act, and may accordingly make, store, and supply gas within those limits, and manufacture, sell, provide, supply, and deal in lime, coke, tar, pitch, asphaltum, ammoniacal liquor, and all other products or residuum of any materials employed in or resulting from the manufacture of gas; and also manufacture, purchase, or hire, and sell, let or supply gas meters, fittings, pipes, gas-stoves, and other articles and things in any way connected with gasworks or with the supply of gas as they may from time to time think fit.

Powers as to
maintenance
and construc-
tion of works
for storing
gas.

39. The Company may, from and after the transfer and subject to the provisions of this Act, from time to time hold, use, maintain, alter, improve, enlarge, extend, renew or discontinue the works for storing gas and residual products as aforesaid then existing upon

the lands described in the third part of the First Schedule to this Act, and may upon such lands erect, lay down, provide, and from time to time maintain, alter, improve, enlarge, extend, renew or discontinue additional works for the storing of gas and residual products as aforesaid, and may accordingly store gas and residual products upon such lands; but they shall not erect any works thereon for the manufacture of gas or residual products. A.D. 1881.

40. The Company may, with the consent of the owner and occupier of any building, lay any pipe, branch, or any other necessary apparatus from any other gas 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, discontinue, and remove any such pipe, branch, or apparatus. Power to lay pipes against buildings.

41. The price to be charged for gas by the Company to persons who shall take the same by meter shall not at any time exceed five shillings per one thousand cubic feet. Price of gas.

42. Any person having or requesting to have a supply of gas from the Company shall, if and when so required by the Company, and before he is entitled to have any service pipes or gas meter provided and fixed, or to have a supply or further supply of gas, give the Company such security for the payment of one year's rent or charge for the gas or meter to be supplied to him as he and the Company may agree upon, or as in default of agreement shall be determined in the manner provided by the Gasworks Clauses Act 1871, for determining the amount of security to be given for the use of gas meters supplied by the Company; and the Company shall be liable to a penalty not exceeding five pounds if they shall discontinue the supply of gas to any person then having a supply, unless such person shall have failed to give them such security for seven days after the same shall have been demanded by the Company. Security for payment of gas rents.

43. All gas supplied by the Company to any consumer of gas shall be supplied at such pressure as to balance a column of water from midnight to sunset, not less than six tenths of an inch, and from sunset to midnight not less than eight tenths of an inch in height at the main, as near as may be to the junction therewith of the service pipe supplying such consumer; and any gas examiner appointed under the Gasworks Clauses Act 1871 may, subject to Pressure of gas.

A.D. 1881. the terms of his appointment, from time to time test the pressure at which the gas is supplied, and may for that purpose open any street, road, passage, or place vested in or under the control of any local, or road, or highway authority; and the provisions of the Gasworks Clauses Act 1871, with reference to testing of gas and to penalties, shall, *mutatis mutandis*, apply to such testing of pressure; and two hours previous notice shall be given to the Company of the time and place at which such testing shall be conducted.

Quality of
gas.

44. The prescribed number of candles shall be fourteen.

Testing
place.

45. The Company shall at all times after the transfer provide and maintain a testing place at their works.

Burner.

46. The prescribed burner shall be Sugg's London argand burner No. 1, with a six-inch by one-and-three-quarter-inch glass chimney, but if at any time the gas flame tails over the top of that glass, a six-inch by two-inch chimney shall be used.

Power to
supply gas
for heating
and cooking
purposes, &c.

47. The Company may, from and after the transfer, on the request of the owner or occupier of any premises within the limits of this Act, give and continue to give a supply of gas for heating and cooking purposes, and may furnish and lay any pipes, stoves, apparatus, fittings, or conveniences for the purposes of this section, on such terms and conditions in all respects as may be agreed on between the Company and such owner or occupier as aforesaid.

Power to
construct
waterworks.

48. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown upon the deposited plans and sections, the waterworks and works and conveniences connected therewith herein-after described, and may enter upon, take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose.

The waterworks and works and conveniences connected therewith herein-before referred to and authorised by this Act are:—

(1.) The Rawcliffe Bridge Pumping Station. A pumping station with a tank or tanks and all other necessary works in connexion therewith (herein-after called "the Rawcliffe Bridge Pumping Station"), to be situate in the township of Rawcliffe, in the parish of Snaith, in the west riding of the county of York, in a certain field of land belonging or reputed to belong to Ralph Creyke, on the north side of and adjoining the Knottingley and Goole Canal, and ten chains or thereabouts to the north-eastward of the Rawcliffe Bridge over the said canal;

A.D. 1881.

- (2.) The Goole Water Tower. A water tower with a tank or tanks, and all other necessary works in connexion therewith (herein-after called "the Goole Water Tower"), to be situate in the township of Hook, in the said parish of Snaith, at a distance of two chains or thereabouts to the south-west of the gasholder of the Goole gasworks, known as the Bridge Street gasholder, in a certain plot or plots of land belonging or reputed to belong to the Undertakers;
- (3.) The Old Goole Water Tower. A water tower, with a tank or tanks, and all other necessary works in connexion therewith (herein-after called "the Old Goole Water Tower"), to be situate in Old Goole, in the township of Goole, in the said parish of Snaith, at a distance of two chains or thereabouts south-west of the south-west end of George Street in Old Goole, in a certain plot or plots of land also belonging or reputed to belong to the Undertakers;
- (4.) Line of Pipes No. 1. A line of pipes (herein-after called "Line of Pipes No. 1"), commencing at the Rawcliffe Bridge Pumping Station, and terminating at the Goole Water Tower;
- (5.) Line of Pipes No. 2. A line of pipes (herein-after called "Line of Pipes No. 2"), commencing at the Rawcliffe Bridge Pumping Station, and terminating in the said township of Rawcliffe, in the said parish of Snaith, at a point in the high road at the south-east corner of Rawcliffe Green, five chains or thereabouts to the eastward of Saint James church, in the village of Rawcliffe;
- (6.) Line of Pipes No. 3. A line of pipes (herein-after called "Line of Pipes No. 3"), commencing in the township of Armin (otherwise Airmyn), in the said parish of Snaith, by a connexion with Line of Pipes No. 1, at a point three chains north-eastward of the northern end of the bridge carrying the North-eastern Railway over the Knottingley and Goole Canal, and passing across that canal and terminating in the said township of Goole at a point in the high road at or near the junction of Bridge Street with Vermuyden Terrace, in Goole;
- (7.) Line of Pipes No. 4. A line of pipes (herein-after called "Line of Pipes No. 4"), commencing in the said township of Armin (otherwise Airmyn), by a connection with Line of Pipes No. 1, at a point at or near to the northern end of the said bridge carrying the North-eastern Railway over the Knottingley and Goole Canal, and passing across that canal and the Dutch River and terminating in Old Goole at the Old Goole Water Tower;

A.D. 1881.

(8.) Line of Pipes No. 5. A line of pipes (herein-after called "Line of Pipes No. 5"), commencing at the Goole Water Tower and terminating at or near the junction of Church Street with Boothferry Road, otherwise Murham Lane, in the said township of Hook;

Together with all necessary and proper pumping stations, shafts, water towers, wells, tanks, driftways, culverts, tunnels, channels, conduits, pipes, filter beds, bridges, roads, approaches, sewers, drains, embankments, engines, machinery, valves, sluices, meters, and other works and conveniences of every or any description connected with the pumping station, water towers, and lines of pipes and other works aforesaid which may be necessary and proper for sinking for, pumping, raising, using, storing, filtering, and distributing water.

Power to
take waters.

49. The Company may for the purposes of this Act collect, take, and divert into the said waterworks or any of them, and therein impound and thence distribute any underground waters or springs found on, in, under or near the site of the said waterworks, or on, in, or under any lands for the time being belonging to the Company.

Power to
deviate.

50. Except as in this Act otherwise provided the Company may in constructing the waterworks by this Act authorised deviate laterally from the lines thereof as shown on the deposited plans to the extent of lateral deviation where marked or described in writing thereon, but not otherwise, and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding ten feet.

Laying
Line of Pipes
No. 4 along
North-
eastern
Railway
bridges, &c.

51. Line of Pipes No. 4 shall be carried along the bridges and viaduct belonging to the North-eastern Railway Company, and carrying the Hull and Doncaster branch of the North-eastern Railway across the Dutch River, the Knottingley and Goole Canal, and the land intervening between that river and canal, but the following provisions (unless otherwise agreed between the Company and the North-eastern Railway Company, herein-after in this section called "the Railway Company") shall have effect with respect thereto (that is to say):

(A.) The said Line of Pipes No. 4 shall be laid inside the girders or parapets of such bridges and viaduct in such position as shall be approved by the engineer for the time being of the Railway Company, and in such manner as not to injure or interfere with the permanent structure or masonry of such bridges, or either of them, or of such viaduct respectively;

- (B.) Before commencing the works the Company shall give to the Railway Company not less than fourteen days notice of their intention to commence the same; and the works shall be executed and subsequently maintained, and when necessary renewed, in a substantial, proper, and workmanlike manner by and at the expense of the Company, and at such times as may be reasonably required or approved by and under the direction and superintendence and to the reasonable satisfaction of the engineer for the time being of the Railway Company, and according to plans and specifications previously submitted to and approved by such engineer, and in such manner as not to obstruct or interfere with the traffic upon the said railway;
- (c.) Stop valves shall be inserted in the said Line of Pipes No. 4 at the northern end of the bridge over the said canal and at the southern end of the bridge over the said river in such precise situations as shall be directed or approved by the engineer for the time being of the Railway Company;
- (D.) The Company shall notwithstanding anything in this Act contained acquire only such an easement in and upon such bridges and viaduct and any other property of the Railway Company as may be necessary to enable them to construct, lay down, maintain, and use the said Line of Pipes No. 4 along such bridges and viaduct, and the amount to be paid by the Company for the acquisition of such easement shall in case of difference be settled in the manner provided by the Lands Clauses Consolidation Act 1845, with respect to the purchase and taking of lands otherwise than by agreement.

A.D. 1881.

52. Nothing in this Act contained shall alter, repeal, prejudice, or affect all or any of the provisions contained in the North-eastern Railway Company's (Hull and Doncaster Branch) Act 1863, relating to the said bridge carrying the Hull and Doncaster branch of the North-eastern Railway across the Knottingley and Goole Canal, and the said Line of Pipes No. 4 shall be carried along the said bridge in the manner by this Act authorised, subject to the provisions of that Act relating to such bridge and to the said bridge being hereafter converted into an opening or swing bridge, and if the said bridge shall be converted into an opening or swing bridge, by reason whereof the said Line of Pipes No. 4 must be disconnected during the time at which the said bridge is open, the Company shall at their own expense provide and maintain such apparatus for disconnecting and reconnecting such line of pipes as shall be approved by the North-eastern Railway Company, and

Saving provisions of Act relating to bridge over Knottingley and Goole Canal.

A.D. 1881. — the same shall be constructed and maintained and the operations of disconnecting and reconnecting the same shall be conducted by the Company in the manner approved by and to the reasonable satisfaction of the North-eastern Railway Company, but no responsibility shall be incurred by, or imposed upon, the said Railway Company by reason of the said line of pipes being so laid upon such opening or swing bridge, or of any delay in the supply of water, or of such apparatus and operations as aforesaid.

Further provisions for protection of North-eastern Railway Company.

53. (1.) Notwithstanding anything in this Act contained the Company shall not purchase or take compulsorily any railway or land of the North-eastern Railway Company for the purposes of the Line of Pipes No. 1 but they may purchase and acquire from the said Railway Company and that Company may and shall sell to the Company an easement or right of laying down maintaining and using the said line of pipes in on or through the land and under the arch of the railway viaduct of the said Railway Company in the manner shown on the deposited plans and sections and in accordance with the provisions of this Act and the amount to be paid by the Company for the acquisition of such easement shall in case of difference be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement.

(2.) Neither the Company nor any person in the execution of this Act shall in any manner either temporarily or permanently enter upon or use or interfere with the railway or property of the said Railway Company except with their consent in writing first obtained save only so far as may be absolutely necessary for the purpose of laying down maintaining and using the lines of pipes by this Act authorised in accordance with the provisions of this Act and of laying down and maintaining distributing gas and water mains and pipes in or across the said railway and property in accordance with the provisions of the same Act.

(3.) If in consequence of any of the works or operations of the Company or of the laying down relaying maintenance use want of repair failure or bursting of any pipes of the Company or during the laying down or repair thereof and whether arising from any act or negligence of the Company or their agents servants or workmen or from accident or otherwise the said bridges and viaduct or other property of the Railway Company shall be damaged or injured or the traffic thereon interrupted or impeded the Company shall forthwith make good such damage or injury at their own expense or compensate the Railway Company for any loss damage or expense occasioned to them thereby and shall free relieve and

indemnify them from all claims demands damages costs and expenses which may be made against or recovered from them in consequence thereof as well as from any claims arising from or in consequence of any injury to workmen or others inspecting superintending or otherwise employed on behalf of the Company upon or in connexion with the works of the Company while on the said Railway Company's railway and property. A.D. 1881.

54. In laying down Line of Pipes No. 3 on the north side of the Dutch River, so far as the same shall be situate in the property of the corporation of the Level of Hatfield Chase, herein-after in this section called "the corporation," and in laying down Line of Pipes No. 4 on the south side of the Dutch River, between the North-eastern Railway Bridge over that river and the eastern end of the road numbered 112 on the deposited plans, the following provisions shall, unless otherwise agreed between the Company and the corporation, have effect with respect thereto (that is to say) :—

Protection of corporation of Level of Hatfield Chase and the banks of Dutch River.

(A.) The Company shall not disturb or interfere with the flood banks of the Dutch River on either side where such disturbance or interference can, having regard to the powers of the Company, be avoided, excepting where there are buildings, and in that case shall lay the pipes as near to the buildings as practicable; and no sluice, drain, or other work now passing through either of the flood banks shall be diminished in area or efficiency, or the repairs thereof increased by the Company's works.

(B.) The pipes on both sides of the Dutch River shall be laid in such a position as the corporation may, having regard to the powers of the Company and to the exception above mentioned, reasonably require for the safety of the embankments.

(C.) Before commencing the works the Company shall give to the corporation not less than twenty-one days notice of their intention to commence the same, and the works shall be executed at the expense of the Company, and under the superintendence and to the reasonable satisfaction of the engineer for the time being of the corporation, and according to the plans and specifications previously submitted to and approved by such engineer, and in such manner as to interfere with the banks of the said Dutch River and the works thereof in the least possible manner and in case of difference between the Company and such engineer concerning the said plans and specifications or concerning the execution of the works such

A.D. 1881.

difference shall be settled by an engineer to be agreed upon by the Company and the corporation, or, failing agreement, to be appointed by the Board of Trade, on the application of either the Company or the corporation. The Company shall pay under the Lands Clauses Consolidation Act compensation for any easement to be acquired from the corporation.

- (D.) If, in consequence of the laying down, want of repair, failure, or bursting of the said lines of pipes or either of them, or if from any other cause arising out of the works of the Company either during the construction of the works or at any subsequent period any portion of the flood banks of the Dutch River which the corporation are liable to maintain and keep in repair shall be damaged or injured or the expenses of repair thereof increased, the Company shall pay to the corporation any additional expense they may incur in making such repair and in restoring the same to as good a state and condition as before the happening of any such damage or injury, and shall compensate the corporation for any loss, damage, or expense occasioned to them thereby, and shall free, relieve, and indemnify the corporation from all claims, demands, damages, costs, and expenses, which may be made against or recovered from them in consequence thereof.

Line of Pipes
No. 1 to be
laid in pro-
perty of
Undertakers.
Protection
of Under-
takers and
Lancashire
and York-
shire Com-
pany as
to Lines
of Pipes
Nos. 1, 2,
and 3.

55. In laying Line of Pipes No. 1 alongside the Knottingley and Goole Canal between the Rawcliffe Bridge Pumping Station and the western boundary of the township of Hook near the Boat Pond belonging to the Undertakers and in carrying the same line of pipes across the railways belonging or reputed to belong to the Undertakers and now in lease to the Lancashire and Yorkshire Railway Company and in carrying Line of Pipes No. 2 across the Wakefield Pontefract and Goole Railway of the said Company who are herein-after in this section referred to as "the Railway Company" and in carrying Line of Pipes No. 3 across the Knottingley and Goole Canal and alongside the Dutch River in the property of the Undertakers the following provisions shall apply (that is to say) :—

- (1.) In laying Line of Pipes No. 1 alongside the said canal between the pumping station and township boundary aforesaid the Company shall so far as possible lay the pipes in the property of the Undertakers and where so laid the same shall be placed in such line and position as the Undertakers may (having regard to the powers of the Company) require and in laying down and maintaining the same no injury to the said canal or the embankments or works thereof shall be caused nor

any obstruction or impediment to the navigation of the canal or the traffic along the same or the towing-path thereof and in order to protect the said Knottingley and Goole Canal and the embankment and works thereof from damage in the event of the failure or bursting of the said pipes or any of them the Company shall provide fix and maintain efficient back flaps or reflux valves in the said pipes in suitable places and (unless otherwise agreed between the Company and the Undertakers) at intervals not exceeding half a mile apart; the said flaps or valves being made and arranged so as to shut back the reflux of water from the water towers of the Company in the event of any such failure or bursting and being at all times kept in good working order and condition by the Company;

- (2.) In carrying Line of Pipes No. 1 across the above-mentioned railways and in carrying Line of Pipes No. 2 across the said Wakefield Pontefract and Goole Railway and in carrying Line of Pipes No. 3 across the said canal the Company (unless otherwise agreed between them and the Undertakers and the Railway Company so far as relating to the crossing of the said railways and unless otherwise agreed between the Company and the Undertakers only so far as relating to the crossing of the said canal) shall not deviate from the line of the said lines of pipes, as shown on the deposited plans, and shall carry the said Line of Pipes No. 1 under the said railways, through the culvert now existing under the same, at the place where the said Line of Pipes No. 1 is shown on the deposited plans and sections as crossing under the said railways, and shall carry the said Line of Pipes No. 3 under the said canal through the culvert or drain at present existing under the said canal at the place where the said line of pipes is shown on the deposited plans and sections as crossing under the said canal, and shall carry the said lines of pipes under the said railways and canal respectively as aforesaid, in such manner as not to injure or interfere with the masonry or structure of such culverts or drain, or to impede or obstruct the traffic or flow of water through the said culvert under the said railways or the flow of water along the culvert or drain under the said canal; and in laying down and maintaining the said lines of pipes under the said railways and canal as aforesaid no obstruction or interference shall be caused to the said railways or canal, or the banks or towing-path of the said canal, or to the traffic along the same;

A.D. 1881.

(3.) It shall be lawful for the Undertakers at any time hereafter, and from time to time, upon giving the Company one calendar month's notice of their intention so to do, to remove, alter, or renew the said culvert or drain under the said canal in the same manner as they might have removed, altered, or renewed the same if this Act had not passed, and the said Line of Pipes No. 3 had not been laid down through the said culvert or drain without making compensation to the Company for any expense or loss to which they may be put in consequence of such removal, alteration, or renewal, and in the event of the said culvert or drain being so altered or renewed the Company shall at their own expense alter the position of the said Line of Pipes No. 3 and relay the same through such altered or renewed culvert or drain in such manner only as is herein-before provided in respect to laying the said line of pipes through the existing culvert or drain, and the Undertakers shall, in altering or renewing such culvert or drain, make such provision for laying the said line of pipes through such altered or renewed culvert as the Company may reasonably require, but any additional expense caused thereby shall be borne by and be recoverable by the Undertakers from the Company; and it shall in like manner be lawful for the Undertakers or the Railway Company to remove, alter, or renew the said culvert under the said railways through which Line of Pipes No. 1 is to be laid, from time to time, and at any time hereafter, upon giving to the Company the notice above mentioned, and in the event of the said culvert being so removed, altered, or renewed all the provisions of this sub-section shall apply *mutatis mutandis* to such removal, alteration, or renewal, and to the altering and relaying of the said Line of Pipes No. 1 in any such altered or renewed culvert;

(4.) All works connected with the laying down and maintaining of the said Lines of Pipes Nos. 1 and 3 respectively alongside the said canal and Dutch River in the property of the Undertakers and through the said existing culverts or drain or any altered or renewed culverts or drains as aforesaid and with the laying down and maintaining the said Line of Pipes No. 2 across the said Wakefield Pontefract and Goole Railway shall be executed at the expense of the Company and so far as relates to the laying and maintaining the said Line of Pipes No. 1 alongside the said canal in the property of the Undertakers and to laying and maintaining the Line of Pipes No. 3 through such culverts or drains under the canal and alongside

A.D. 1881.

the Dutch River in the property of the Undertakers as aforesaid under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Undertakers and so far as relates to the laying and maintaining the said Line of Pipes No. 1 through such culverts under the said railways as aforesaid under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Undertakers and of the Railway Company respectively and so far as relates to the laying and maintaining the said Line of Pipes No. 2 across the said Wakefield Pontefract and Goole Railway under the superintendence and to the reasonable satisfaction of the said engineer of the Railway Company and according to plans and specifications previously submitted to and approved by such engineers respectively and in case of difference between the Company and such engineers concerning the said plans and specifications or concerning the execution of the works every such difference shall be settled by an engineer to be agreed upon or in case of difference to be appointed by the Board of Trade on the application of either party and the Company shall notwithstanding anything in this Act and the Acts incorporated herewith contained acquire only such an easement in the said property culverts or drain or altered or renewed culverts or drains or other works of the Undertakers or in the railways or property of the Railway Company as may be necessary for laying down and maintaining the said lines of pipes in and through the said property culverts or drains and across the said railways in manner aforesaid.

- (5.) If by reason of the laying down, relaying or maintenance, want of repair, failure or bursting of the said lines of pipes, or any of them, the said culverts or drain, or either of them, or any renewed culverts or drains as aforesaid, or the said railways or canal, or the embankments, banks, or towing-path thereof, or any other property of the Undertakers, shall be damaged or injured, or the traffic along the said railways, canal, or towing-path interrupted or impeded, the Company shall compensate the Undertakers and the Railway Company for any loss, damage, or expense occasioned to them thereby, and free, relieve, and indemnify them from all claims, demands, damages, costs, and expenses which may be made against or recovered from them in consequence thereof.

56. Notwithstanding anything in this Act contained, the Company shall not, except as herein-after mentioned, and so far as may be necessary for the purpose of laying down and maintaining

Saving
rights of
Undertakers
and Lanca-

A.D. 1881.

—
shire and
Yorkshire
Company.

Lines of Pipes Nos. 1, 2, and 3, alongside, across, and under the same respectively in manner and subject to the restrictions herein-before mentioned, take or interfere with the before-mentioned railways or the said Knottingley and Goole Canal or the embankments, banks, or towing-path thereof, or any part or parts thereof respectively, and the Company shall only acquire in, over, or upon any other lands or property of the Undertakers described on the deposited plans and in the deposited books of reference and required for the purposes of any of the lines of pipes herein-before authorised such an easement in, over, or upon the same lands or property as may be necessary for laying down and maintaining the said lines of pipes respectively, and except as aforesaid the Company shall not in any manner take or interfere with the said railways or with any canal, railway, docks, basins, works, or other property belonging to or held in lease by the Undertakers, or any part or parts thereof, other than for the purpose of laying, and maintaining, distributing gas and water mains and pipes in or across the same in accordance with the other provisions of this Act. The amount to be paid to the Undertakers for the acquisition of any easement under this Act shall be in case of difference settled in the manner provided by the Lands Clauses Consolidation Act 1845, with respect to the purchase and taking of lands otherwise than by agreement.

Reserving
powers of
Undertakers
and Lanca-
shire and
Yorkshire
Company to
make, &c.
docks, &c.

Nothing in this Act contained shall be held to abridge, alter, or limit any powers or authorities belonging to or vested in or conferred upon the Undertakers or the Lancashire and Yorkshire Railway Company by statute already passed or hereafter to be passed of altering, diverting, extending, enlarging, or improving any of the canals, cuts, docks, dock entrances, basins, wharfs, quays, landing-places, jetties, warehouses, railways, tramroads, roads, stations, or other works now belonging or leased or which may hereafter belong or be leased to them, or of making or executing at any time hereafter any further or additional canals, cuts, docks, dock entrances, basins, wharfs, quays, landing-places, jetties, warehouses, railways, tramroads, roads, stations, or other works at the town or port of Goole; nor shall anything in this Act contained, except as expressly therein declared, repeal, alter, or diminish any of the powers, rights, and authorities of the Undertakers or their trustees or the Lancashire and Yorkshire Railway Company under any Act of Parliament now in force relating to their undertaking or property or to the said railways or otherwise howsoever.

Pipes, &c.
crossing rail-
ways.

57. Except as herein-before expressly provided any gas or water mains, pipes, culverts, or other works which the Company

may, under the powers of this Act, be authorised to and shall lay down or execute under, over, or across, or which may affect any railway or works of any railway company, and also any gas or water mains, pipes, culverts, or other works already laid down or executed under, over, or across, or so as to affect any such railway or works, and which shall be hereafter removed by the Company, if and when relaid or re-executed by them in the same or any other position, shall (subject to the other provisions of this Act) be laid down and executed, and subsequently maintained and repaired, under the direction and superintendence and to the reasonable satisfaction of the engineer for the time being of the railway company owning such railway or works, and in accordance with plans and sections (when necessary in the opinion of such engineer) previously submitted to and approved by him. A.D. 1881.

58. Except as herein-before expressly provided it shall not be lawful for the Company to lay or maintain any gas or water mains, pipes, or other works across, over, under, or along any quay, wharf, canal, or river where the same forms part of any navigation or any towing-path (except by agreement in writing with the owners or undertakers of such canal or navigation) otherwise than by means of any public bridge, or (with the consent in writing of the owners or lessees thereof, but not otherwise) any railway bridge across such canal, river, or towing-path, and in such manner only (unless otherwise agreed with the owners of such bridge) as that such mains, pipes, or other works shall be laid inside the parapets of such bridge, and that no part of such mains, pipes, or other works shall be at a lower level than the highest point of the soffit or underside of such bridge, and that the clear opening under such bridge shall not be diminished or the permanent structure or masonry of such bridge interfered with, and so that such canal or river, or the navigable waterway, banks, or towing-path thereof shall not be interfered with; and if any such bridge be an opening bridge by reason whereof the main or pipe must be disconnected during the time at which such bridge is open, the apparatus for disconnecting and reconnecting such main or pipe shall be constructed and maintained, and the operations of disconnecting and reconnecting the same shall be conducted by the Company to the reasonable satisfaction of the owners or undertakers of the navigation crossed. Pipes, &c.
crossing
canal or
navigation.

And it shall be lawful for the owners or undertakers of any such canal or navigation at any time after giving one month's notice to the Company of their intention so to do, to remove, alter, or renew any such public bridge over or along which any such gas

A.D. 1881.

or water mains, pipes, or other works may be laid or carried in the same manner as they might have removed, altered, or renewed the same if this Act had not been passed, and such mains, pipes, or other works had not been laid or carried over or along the same, without making any compensation for any expense or loss arising from such removal, alteration, or renewal; and in the event of any such public bridge over or along which any of such gas or water mains, pipes, or other works are carried, being altered or renewed as aforesaid, the Company shall, at their own expense, alter the position of such mains and pipes, and replace the same in such manner only as is herein-before prescribed with respect to carrying mains, pipes, or other works over or along public bridges. All the works aforesaid affecting such canal, or river, or towing-path, or any public bridge over the same, shall be executed at the expense of the Company, under the superintendence and to the reasonable satisfaction of the engineer for the time being of such canal or river, according to plans and specifications previously submitted to such engineer, and if the engineers of the Company and of such canal or river differ concerning the said plans and specifications, or concerning the execution of the said works, every such difference shall be settled by an engineer to be appointed by the Board of Trade on the application of either party, and if by reason of the construction or maintenance of any such works, the navigation of such canal or river or the towing-path thereof or traffic thereon shall be impeded or injured, the Company shall compensate the owners or undertakers of such canal or river for any loss or expense occasioned to them thereby.

Provided always, that the Company shall acquire in and upon the lands and property of the owners or undertakers of any such canal or river over which such mains, pipes, or works are hereby authorised to be laid, only such an easement as may be necessary for laying and maintaining such mains, pipes, and other works: and the amount to be paid to the owners or undertakers of such canal or river for such easement or for compensation (if any) for damage or injury to the said owners or undertakers, or their canal, navigation or works, shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845, with respect to the purchase and taking of lands otherwise than by agreement; and the provisions of this section shall apply, *mutatis mutandis*, to any such mains, pipes, or other works already laid down across, over, under, or along any such quay, wharf, canal, or river to which the Company may at any time hereafter become entitled.

59. The following provisions shall also apply in reference to the rights and powers of the Company under this Act to hold, maintain, renew, and use the street and other lamps, and gas mains comprised in the gas undertaking, and new or additional gas lamps, mains, and services, pillars, and other works and conveniences for the supply of gas, and to lay down, maintain, and renew any of the lines of pipes herein-before described or any other water mains, pipes, pillars, and other works and conveniences for the supply and distribution of water (that is to say) :—

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—
Laying gas
and water
pipes in the
town and
port of
Goole.

(1.) The Company shall (unless otherwise agreed between them and the Undertakers) remove, alter, and divert, all or any of such lines of pipes, lamps, gas and water mains, services, pipes, pillars, and other works and conveniences when and so often as they shall be required or desired so to do by the Undertakers for the purpose of enabling the Undertakers to lay down, alter, divert, extend, enlarge, deepen or improve any of the present or future canals, cuts, docks, dock entrances, basins, wharfs, quays, landing-places, jetties, warehouses, railways, tramroads, roads, or other works belonging or which may hereafter belong to the Undertakers in the said town or port of Goole, or within the limits of this Act, or to construct such new or additional canals, cuts, docks, dock entrances, basins, wharfs, quays, landing-places, jetties, warehouses, railways, tramroads, roads, or other works, as may from time to time be necessary or be thought desirable by the Undertakers for the convenience or development of the said port of Goole or the trade thereat, and also for the purpose of enabling the Undertakers to construct streets, sewers, and buildings, in the said town and port ;

(2.) The Undertakers shall, within one month after the same shall be demanded, repay to the Company all the costs, charges, and expenses reasonably incurred by them in the alteration or diversion as aforesaid from time to time of all or any of the lamps and gas mains comprised in the gas undertaking as defined in this Act ; but the Company shall bear and discharge all costs, charges, and expenses incurred by them from time to time in the alteration or diversion as aforesaid of all other lamps, gas mains, services, pipes, pillars, or other works and conveniences for the supply of gas, and of all lines of pipes, water mains, services, pipes, pillars, or other works and conveniences for the supply of water ;

A.D. 1881.

(3.) The Company shall not, without the consent of the Undertakers in writing under the hand of their chairman for the time being, at any time lay down or place any gas or water mains, pipes, conduits, service pipes, or other works connected with the gas or water supply within that part of the said town and port of Goole herein-after described (that is to say):—All that part of the said town and port which is bounded on the northern side thereof by the southern side of the portion of North Street lying between East Parade and the River Ouse, by the south-east side of East Parade, the south side of Banks Terrace, the west side of the portion of Aire Street lying between Banks Terrace and St. John's Street, and the south side of St. John's Street; which is bounded on the western side thereof by the east side of Bridge Street; which is bounded on the southern side thereof by an imaginary line drawn from Bridge Street to the northern end of James Street, parallel to and fifteen feet to the southward of the southern side of the Barge Dock, by the east side of James Street, by an imaginary line drawn in continuation of that side of James Street to the Dutch River, and by the portion of that river between James Street and the River Ouse; and which is bounded on the eastern side thereof by the River Ouse; which part of the said town and port of Goole is the part thereof coloured red on the said plan, signed by the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred, and deposited in the Private Bill Office of that House as aforesaid.

Period for
compulsory
purchase of
lands.

60. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to
purchase
lands by
agreement.
Gas not
to be manu-
factured
thereon.

61. The Company may for the purposes of their undertaking purchase, take, and hold (by agreement, but not otherwise) in addition to the lands described in the First Schedule to this Act and such of the lands delineated on the deposited plans and described in the deposited books of reference as shall be acquired under the powers of this Act for the waterworks and works connected therewith hereby authorised any lands and hereditaments, not exceeding in the whole five acres, which the Company may from time to time require for the purposes of their works and undertaking; but none of such lands shall be used by the Company for the manufacture of gas or residual products.

62. The persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act, grant to the Company any easement, right, or privilege (not being an easement of water) required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

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Power to
take ease-
ments, &c.
by agree-
ment.

63. If the waterworks and works connected therewith by this Act authorised are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for executing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed, but nothing herein contained shall restrict the Company, subject to the provisions of this Act, from extending, enlarging, altering, or removing any of their engines, machinery, mains, or pipes from time to time as occasion requires for supplying water within the limits of this Act.

Period for
completion
of works.

64. The Company may from time to time (subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands) sell, lease, exchange, or otherwise dispose of, to such persons and in such manner as the Company think fit, any lands, houses, or other property for the time being belonging to the Company which they do not require for the purposes of their undertaking.

Company
may sell,
lease, &c.
lands not
required for
their under-
taking.

65. On any sale or lease of such lands, houses, or other property, the Company may reserve to themselves all or any of the water or water rights, or other easements belonging thereto, and may make the sale or lease subject to such reservation accordingly, and may also make any such sale or lease subject to such other reservations, special conditions, restrictions, and provisions, with respect to use of water, exercise of noxious trades, or discharge or deposit of manure, sewage, or other impure matter as they think fit.

Reservation
of water
rights, &c.
on sale.

66. The water to be supplied under this Act shall be constantly laid on.

Constant
supply.

67. The Company need not supply water under this Act at a greater pressure than can be obtained by gravitation from the water towers herein-before described, but such water towers shall

Pressure, &c.

A.D. 1881. be of such height that the bottom of all the tanks thereof respectively shall be at least one hundred and twenty feet above the ordinary top-water level of the Knottingley and Goole Canal.

Rates for
supply of
water for
domestic
purposes.

68. The Company shall at the request of the owner or occupier of any dwelling-house entitled under the provisions of this Act to demand a supply of water for domestic purposes, furnish to such owner or occupier a sufficient supply of water for such domestic purposes at rates not exceeding the rates herein-after specified (that is to say):

If the gross estimated rental of the dwelling-house does not exceed twenty pounds per annum, the rate of seven pounds ten shillings per centum per annum upon such gross estimated rental, and so in proportion for any shorter period;

If the gross estimated rental exceeds twenty pounds, but does not exceed forty pounds per annum, the rate of seven pounds per centum per annum upon such gross estimated rental, and so in proportion for any shorter period;

If the gross estimated rental exceeds forty pounds, but does not exceed sixty pounds, the rate of six pounds ten shillings per centum per annum upon such gross estimated rental, and so in proportion for any shorter period;

If the gross estimated rental exceeds sixty pounds, but does not exceed eighty pounds, the rate of six pounds per centum per annum upon such gross estimated rental, and so in proportion for any shorter period;

If the gross estimated rental exceeds eighty pounds, but does not exceed one hundred pounds, the rate of five pounds ten shillings per centum per annum upon such gross estimated rental, and so in proportion for any shorter period;

If the gross estimated rental exceeds one hundred pounds, the rate of five pounds per centum per annum upon such gross estimated rental, and so in proportion for any shorter period;

Provided always, that the Company shall not be compellable to afford a supply of water for domestic purposes at a less rate than twopence per week.

For the purposes of this section the gross estimated rental shall be ascertained by the valuation list in force at the time in the district in which the dwelling-house, in respect of which the water rate is made, is situate, and if there should be no such valuation list then by the last rate for the relief of the poor made in respect of such dwelling-house.

69. In addition to the rates for the supply of water for domestic purposes the Company may demand and recover for every watercloset beyond one any yearly sum not exceeding five shillings, and for every private fixed bath any yearly sum not exceeding ten shillings.

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Rates for waterclosets and baths.

70. Provided always, that the Company shall not be compelled to supply with water any watercloset or any private fixed bath or the apparatus or pipe connected therewith respectively, unless the same be so constructed and used as to prevent the waste or undue consumption of the water of the Company, and the return of foul air or noisome and impure matter into the mains or pipes belonging to or connected with the mains or pipes of the Company, nor any bath which shall be capable of containing when filled for use more than fifty gallons of water.

Prevention of waste, &c. of water.

71. The Company may, and shall at the request of any consumer of water, in any street in which pipes shall have been laid down by them, supply water within the limits of this Act by meter for trading, manufacturing, sanitary, shipping, or any other purpose other than the purposes for or in respect of which rates are herein-before provided or limited, and may charge for such supply any sum not exceeding the sum of one shilling for every one thousand gallons of water or fractional part of such quantity so supplied.

Supply of water by meter.

72. The Company may from time to time manufacture, purchase, hire, or sell water meters or let such meters on hire upon and subject to such terms and conditions (pecuniary or otherwise) as the Company may think fit.

Power to manufacture, let, &c. meters.

73. If any person is required by the Company to give to them security for any gas rent or charges for any gas or water meter or other apparatus the Company shall, in the event of such security being a sum of money deposited with the Company, pay interest after the rate of five pounds per centum per annum on every sum of ten shillings deposited by way of such security during such time as the said money shall be so deposited, and such interest shall be payable half-yearly, subject however to the right of the Company to set off against the same any money due to the Company from such person.

Company to pay interest on money deposited as security for gas or water meter, &c.

74. The Company may from time to time make regulations for the purpose of preventing the waste, or misuse, or contamination of water, and amongst other things may prescribe (with or without reference to models, patterns, or samples) the size, nature, materials, workmanship, and strength of the pipes, cocks, ferrules,

Regulations for preventing waste, &c. of water

A.D. 1881. valves, soil-pans, waterclosets, baths, cisterns, and other apparatus or receptacles whatsoever to be used, and may forbid any arrangements and the use of any of the before-mentioned articles or things which may lead to such waste, misuse, or contamination, but no such regulations shall be of any force unless and until they have been submitted to and confirmed by the Local Government Board, which Board is hereby empowered to allow, alter, or disallow the same as it may think proper.

Confirmation of regulations.

38 & 39 Vict. c. 55.

75. No such regulations shall be confirmed by the Local Government Board until the expiration of ten days after notice in writing of the intention to submit the same for confirmation, together with a copy of the proposed regulations, shall have been given by or on behalf of the Company to the local authorities (as defined by the Public Health Act 1875) within the limits of this Act, who may within the said period of ten days make such representations with reference thereto to the Local Government Board as such authorities shall think expedient: Provided, that if the said Board do not confirm or refuse to confirm any regulations so submitted within three calendar months after submission, such regulations shall be deemed to have been duly confirmed.

Publication of regulations.

76. All such regulations in force for the time being shall be published by a copy thereof being kept at the office of the Company, which copy shall be open to the inspection of all persons at reasonable times without payment; and the Company shall also furnish a printed copy of all such regulations to every person applying for the same on payment of a sum not exceeding sixpence for each copy.

Evidence of regulations.

77. A printed copy of any such regulations purporting to be made and to have been confirmed by the Local Government Board as aforesaid shall be evidence (until the contrary is proved) in all legal proceedings of the due making, confirmation, publication, and existence of such regulations, without further or other proof.

Mode of enforcing regulations.

78. In the event of any such regulations in force for the time being not being observed by any person having or requiring a supply of water, the Company may refuse to supply water or may cut off the water supplied to him unless and until the regulations be complied with, and if and whenever any difference shall arise as to whether the regulations have been complied with, the difference shall be referred by either party to and shall be settled by two justices.

79. The Company may from time to time enter into and carry into effect contracts and arrangements with any urban or rural sanitary, road, or other local authority, railway or other company or person, empowered to contract with them for the supply by the Company, within the limits of this Act, of gas, and, within those limits or beyond, of water in bulk or by meter, and for the supply of lamps, lamp-posts, gas, and water fittings, or meters, and for the lighting, extinguishing, repairing, and keeping clean of the public lamps, and for cleansing and watering streets, on such terms and conditions as they think fit, and otherwise as shall from time to time be agreed upon between such authority, company, or person respectively and the Company, for any period not exceeding under any such contract or arrangement ten years, and may vary, suspend, or rescind any such contracts or arrangements, and enter into or carry into effect other contracts or arrangements in lieu thereof or in addition thereto; and no person shall, by reason of his being a member of the local authority with whom any contract or arrangement shall be entered into by the Company, be held to have such an interest, or to be so concerned in such contract as to disqualify him from being or, if then a director, remaining a director of the Company, and voting and acting as such.

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Power to contract with public bodies.

80. Notwithstanding anything in this Act contained, the Company shall not supply water in bulk or by meter to any corporation, body, or person, beyond the limits of this Act, nor to any corporation, body, or person within those limits for other than domestic purposes, if and so long as in either case the affording such supply would prevent the Company from giving a full and efficient supply for domestic purposes within the limits of this Act.

Supply of water in bulk, &c. not to interfere with domestic supply.

81. In all cases in which the Company are by this Act authorised to cut off the pipe or turn off gas or water from any premises, the Company, their agents and workmen (after giving notice to the owner or occupier as herein-after provided) may enter into such premises between the hours of nine in the forenoon and four in the afternoon for the purpose of cutting off any pipe by which the gas or water shall be supplied to such premises.

Entry on premises to cut off supply in certain cases.

82. The notice to be given previously to such entry shall be in writing, and shall be served in manner following (that is to say):

Mode of giving notice.

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If the premises intended to be entered be occupied, then by leaving the notice thereat, or by delivering the same to the occupier thereof twenty-four hours at least previously to such entry ;

If such premises be unoccupied and the owner thereof and his usual place of abode be in England and be known to the Company, then by delivering the notice to such owner or by leaving the same at his usual place of abode twenty-four hours, or by sending the same by post in a registered letter addressed to him at his usual place of abode and posted thirty-six hours previously to such entry ;

If such premises be unoccupied and the owner thereof or his usual place of abode be not in England or be not known to the Company after due inquiry, then by affixing the notice on some conspicuous part of such premises three days at least previously to such entry ;

And for the purposes of this Act any person receiving the rents of any such premises either on his own account or as agent for any other person shall be deemed the owner of such premises.

Service
pipes.

83. All fittings connected with any service gas or water pipe to communicate with the mains and pipes of the Company which shall be provided by any person shall be placed and removed under the superintendence of the Company and at the expense of such person.

Power to re-
move meters
and fittings.

84. The Company after giving notice, in the same manner as is herein-before provided in the case of the Company entering upon any premises to cut off the gas or water supply, to the owner or occupier of any building or land in which any pipe, meter, or fitting belonging to the Company is laid or fixed, and through or in which the supply of gas or water is from any cause other than the default of the Company discontinued for not less than forty-eight consecutive hours, may enter such buildings or lands between the hours of nine in the morning and four in the afternoon, or at any other time with the authority in writing of a justice for the purpose of removing, and may remove every such pipe, meter, and fitting, the Company repairing all damage caused by such entry or removal.

Notice to
Company of
connecting
or discon-
necting
meters.

85. Before any person connects or disconnects any meter through which any of the gas or water of the Company is intended to be or has been registered he shall give not less than twenty-

four hours notice in writing to the Company of his intention to do so, and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings. A.D. 1881.

86. Every consumer of gas or water of the Company shall at all times at his own expense keep all meters belonging to him whereby any gas or water of the Company is registered in proper order for correctly registering such gas or water, in default whereof the Company may cease to supply gas or water through such meters; and the Company 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, and inspecting, and replacing to be done at the expense of the Company if the meter be found in proper order, but otherwise at the expense of the consumer. Repair of
meters.

87. The register of the meters when in perfect working order shall be *prima facie* evidence of the quantity of gas or water consumed by any customer of the Company in respect of which any gas or water rate or rent is charged and sought to be recovered by the Company. Register of
meter *prima*
facie evi-
dence.

88. If any person wilfully, fraudulently, or by culpable negligence, injures or suffers to be injured any pipe, meter, or fitting belonging to the Company or fraudulently alters the index to any meter or fraudulently prevents any such meter from duly registering the quantity of gas or water supplied, he shall (without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender) for every such offence be liable to a penalty not exceeding five pounds; and the Company may in addition thereto recover the amount of any damages sustained by them, and the Company may also discontinue the supply of gas or water to the person so offending until the injury is remedied and the amount of the damages is paid, notwithstanding any contract previously existing; and the existence of artificial means for causing such alteration or prevention when such pipe, meter, or fitting is under the custody or control of the consumer shall be *prima facie* evidence that the same has been fraudulently caused by the customer using such pipe, meter, or fitting. Penalty for
fraudulently
injuring
meters, &c.

89. If and whenever any person supplied with gas or water under this Act wilfully does or causes to be done anything in contravention to any of the provisions of this Act, or wilfully fails Damages in
case of mis-
use, &c. of
gas or water.

A.D. 1881. to do anything which under this Act ought to be done, for the prevention of waste, misuse, contamination, or undue consumption of gas or water, the Company may recover in any court of competent jurisdiction from every person so offending the amount of all damage sustained by reason thereof, and the remedies of the Company under this enactment shall be in addition to their other remedies in such cases.

Company may supply materials.

90. The Company may, if requested by any person supplied, or about to be supplied by them with water, furnish to him, and from time to time repair or alter any meters, pipes, valves, cocks, baths, soil-pans, waterclosets, apparatus, and receptacles, and may provide all materials and do all work necessary or proper in that behalf, and the cost of providing such materials and executing such work shall be paid by the person requiring the same.

Incoming tenant not liable for arrears.

91. The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of gas or water rate or rent or meter rent left unpaid by any former tenant, unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Company not bound to supply several houses by one pipe.

92. The Company shall not be bound to supply more than one house by means of the same pipe, but they may, if they think fit, require that a separate pipe be laid into each house supplied by them with gas or water.

Recovery of sums due.

93. If any person fails to pay any gas or water rent, meter rent, rate, damages, costs, expenses, or other sum due to or recoverable by the Company under this Act, then, if the amount thereof is not bonâ fide disputed, the same may be levied by distress (the person in default being first duly summoned), and any justice may issue his warrant accordingly, and the remedies of the Company under this section shall be in addition to their other remedies for recovery of any such rent, rate, damages, costs, expenses, or other sum.

Notice to Company to discontinue supply.

94. A notice to the Company from a consumer for a discontinuance of a supply of gas or water shall not be of any effect unless it be in writing, and be left at the principal office for the time being of the Company.

Liability for gas or water rent, &c. not to disqualify justice.

95. A justice or judge of any court shall not be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any gas or water rent, meter rent, rate, or charge under this Act.

96. Any summons or warrant issued for any of the purposes of this Act may contain, in the body thereof or in a schedule thereto, several names and several sums. A.D. 1881.
Contents of
summons, &c.

97. Any justice who issues a warrant of distress for any of the purposes of this Act may order that the costs of the proceedings for recovery of the money to be levied be paid by the persons liable to pay such money, and, in that case, such costs shall be ascertained by the justice, and shall be included in the warrant of distress. Costs of
distress.

98. Penalties imposed for one and the same offence by several Acts of Parliament shall not be cumulative, and for this purpose this Act and any Act incorporated wholly or in part with this Act shall be deemed several Acts, and every penalty imposed by this Act shall (except where otherwise expressly provided, and except when the Company shall be the party by whom the penalty has to be paid) be paid to the Company. Penalties not
cumulative,
and applica-
tion of
penalties.

99. The Local Board may, with the consent of the Local Government Board, from time to time, under the authority of this Act, and in addition to any money which they are or may be authorised to borrow under the Public Health Act 1875, borrow at interest on mortgage of the general district rate, and the revenue to arise from the shares held by them in the capital of the Company (if any), and in the case of the purchase by the Local Board of the undertaking of the Company as herein-after provided of the revenue to arise from that undertaking, and on such securities either together or separately, all such sums as may from time to time be required by the Local Board for the purpose of paying any subscriptions to the capital of the Company to be made by them under the powers of this Act, and for the purchase of the undertaking of the Company if the same shall be purchased by the Local Board, and otherwise for the purposes of this Act; and sections two hundred and thirty-six to two hundred and thirty-nine, both inclusive, of the Public Health Act 1875, shall apply to all such mortgages. Local Board
may borrow.

100. The Local Board may, if they think fit, in lieu of borrowing on the security of mortgages as herein-before mentioned, borrow the money herein-before authorised to be borrowed by them or any part thereof under the powers and subject to the provisions of the Local Loans Act 1875, by means of a loan or loans to be raised by the issue of debentures, debenture stock, or annuity certificates, or partly in one way and partly in another, and any moneys borrowed, in manner by this section authorised, may be Local Board
may borrow
under pro-
visions of
38 & 39 Vict.
c. 83

A.D. 1881. — charged upon the rate and revenues on mortgage of which the Local Board are herein-before authorised to borrow money, and the said rate and revenues shall be the local rate within the meaning and for the purposes of the Local Loans Act 1875.

Certain regulations of 38 & 39 Vict. c. 55. as to borrowing not to apply.

101. The powers of borrowing money by this Act given to the Local Board shall not be restricted by any of the regulations contained in section two hundred and thirty-four of the Public Health Act 1875, and in calculating the amount which the Local Board may borrow under that Act any sums which they may borrow under this Act shall not be reckoned.

Local Board may re-borrow.

102. The Local Board may, for the purpose of paying off any moneys borrowed by them under this Act by way of mortgage, or by the issue of debentures, debenture stock, or annuity certificates, under and subject to the provisions of the Local Loans Act 1875, from time to time during the period prescribed by this Act for the repayment of the moneys so borrowed, re-borrow on security of the rate and revenues on which they were authorised to borrow the money so to be paid off, such sums as they may require, either by way of mortgage or by the issue of debentures, debenture stock, or annuity certificates, under and subject to the provisions of the Local Loans Act 1875, or by any two or more of such methods. Provided, that all moneys so re-borrowed shall be repaid within the period prescribed for the repayment of the moneys in lieu of which such re-borrowing has been made, and that the money originally borrowed, and any sum from time to time re-borrowed, shall for the purposes of sections 14 and 15 of the Local Loans Act 1875, be deemed to form the same loan, and the obligations of the Local Board with respect to the sinking fund to be set aside for repayment of such moneys, and save as herein-after provided with respect to the appropriation and application of a fixed annual sum for the repayment of such moneys shall not be in any way affected by reason of such re-borrowing: Except that if the Local Board elect to pay off any moneys borrowed by them under this Act by the appropriation of an annual sum as provided by section 14 of the Local Loans Act 1875, and any moneys in respect of which the annual sum is appropriated are paid off by moneys re-borrowed at a different rate of interest than that payable on the moneys paid off by means of such re-borrowing, the annual sum shall be reduced, or, as the case may be, increased by the subtraction therefrom or addition thereto of a sum equivalent to the decrease or increase of the interest payable by the Local Board in consequence of such repayment and re-borrowing.

103. The Local Board shall pay off all money borrowed by them under the powers of this Act, and the interest thereon, within fifty-five years after the same is borrowed, by any one or more of the methods (including a sinking fund) mentioned in the Local Loans Act 1875, with respect to the discharge of loans borrowed in the manner provided by that Act, and if at any time the Local Board think fit to form any such sinking fund, all sums paid into the same shall, as soon as may be, be invested by the Local Board in any manner in which trustees are by law for the time being authorised to invest trust moneys.

Payment off
by Local
Board of
money
borrowed.

104. All mortgages granted by the Local Board subsisting at the passing of this Act shall during their continuance have priority of charge on the security therein comprised over all mortgages, debentures, debenture stock, and annuity certificates granted or issued in exercise of the borrowing powers conferred by this Act.

Existing
mortgages of
Local Board
to have
priority.

105. The clerk to the Local Board shall within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund under this Act, transmit to the Local Government Board a return in such form as may be prescribed by that Board, and verified by statutory declaration if so required by them, showing the amount which has been invested for the purpose of such sinking fund during the year preceding the making of such return, and the description of the securities upon which the same has been invested, and also showing the purposes to which any portion of the moneys invested for the sinking fund, and the interest thereon, has been applied during the same period, and the total amount remaining invested at the end of the year, and in the event of any wilful default in making such return such clerk shall be liable to a penalty of not exceeding twenty pounds.

Annual re-
turn to Local
Government
Board with
respect to
sinking fund.

If it appears to the Local Government Board by such return or otherwise that the Local Board have failed to set apart the sum required by this Act for any sinking fund, or have applied any portion of the moneys set apart for that fund, or any interest thereof, to any purposes other than those authorised by this Act, the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default has been made shall be set apart and invested as part of the sinking fund; and such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court of Justice, and the provisions of this section shall, mutatis mutandis, apply to annual appropriations.

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Application
by Local
Board of
revenue, &c.
arising from
shares.

106. The Local Board shall apply all revenue from time to time received by them in respect of any shares in the capital of the Company: first in payment of the interest upon money borrowed under this Act; then in providing the requisite instalments, sinking fund, or other periodical payments under this Act; and the Local Board shall carry to the district fund any balance remaining in any year.

Company
may sell
undertaking
to Local
Board.

107. The Company may at any time hereafter, with the sanction of not less than three fourths in value of the shareholders of the Company present, in person or by proxy, at a meeting of the Company duly convened with notice of the object, sell and transfer to the Local Board, and the Local Board may, with the consent of the Local Government Board, purchase the undertaking of the Company for such price and upon and subject to such terms, conditions, and stipulations as may be agreed between the Local Board and the Company, but subject to the liabilities attaching to the undertaking at the time of such transfer, and the Local Board may after such purchase and transfer manufacture and supply gas, and supply water for public and private purposes within the limits of this Act, and may within those limits have, exercise, and enjoy all the powers, rights, privileges, and authorities, and shall be subject to the obligations of the Company under this Act in reference to such supply, and all the provisions of this Act (except such of them as relate to the constitution, regulation, capital, and borrowing powers of the Company) and the obligations and liabilities of the Company thereunder, shall thereupon so far as applicable apply to and be binding upon the Local Board as if they had been named therein instead of the Company.

Provided always, that at any time after the completion of such purchase and transfer the Local Board shall, when so required by any other sanitary authority authorised to supply gas or water as the case may be within their district, sell to such sanitary authority (subject to the provisions of this Act affecting the same) all gas or water pipes, fittings, and other apparatus belonging to the Local Board (other than such pipes, fittings, and other apparatus as may be required for the supply of any other portion of the Local Board's limits of supply, and other than any of the waterworks hereinbefore described and by this Act authorised to be constructed), which shall at such time be laid or lie in the district of such sanitary authority at such price and upon and subject to such terms and conditions as may be settled by agreement between the Local Board and such sanitary authority, or, failing agreement, as may be

determined by an arbitrator to be appointed by the Local Government Board on the application of either party; and after such sale the powers of the Local Board to distribute gas or water as the case may be within the district of such sanitary authority shall cease, and all moneys received by the Local Board in respect of any such sale shall be applied in repayment of the moneys borrowed by them under this Act.

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108. The Local Board shall keep separate accounts of their receipts and expenditure under this Act, and such accounts shall be subject to the same provisions as to audit, examination, inspection, and other matters connected therewith, as the other accounts of the Local Board are subject to under the Public Health Act 1875.

Local Board
to keep
separate
accounts.

109. The two agreements entered into between the Undertakers by their trustees and the Local Board, set forth in the Fourth and Fifth Schedules to this Act, are hereby sanctioned and confirmed, and, notwithstanding anything in the said agreements or either of them contained, shall become binding upon the Undertakers and their trustees and the Local Board respectively, in the event of the Local Board subscribing to the capital of the Company the sum of twenty thousand pounds at the least within two months of the passing of this Act, but not otherwise.

Confirmation
of agree-
ments be-
tween Un-
dertakers
and Local
Board.

110. All costs, charges, and expenses of and preliminary and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, including the cost of all test borings in connexion with the waterworks hereby authorised made before the passing of this Act, shall be paid by the Company.

Expenses of
Act.

A.D. 1881.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Description of Gas Lands.

PART I.

All that piece of land, situate in the township of Hook, in the district parish of Goole and parish of Snaith, in the west riding of the county of York, containing two thousand eight hundred and seventy-two square yards or thereabouts, on which the gasworks belonging or reputed to belong to the Undertakers of the Navigation of the Rivers of Aire and Calder, in the county of York, are situate; bounded on the north by Doyle Street, on the east by certain other land belonging or reputed to belong to the said Undertakers, on the south by Vermuyden Terrace, and on the west by certain other land also belonging or reputed to belong to the said Undertakers.

PART II.

All that piece of land, situate in the township of Goole, in the district parish of Goole and parish of Snaith, in the west riding of the county of York, containing one thousand and forty-six square yards or thereabouts, on which certain other gasworks now belonging or reputed to belong to the said Undertakers are situate, bounded on the north-easterly side thereof partly by the south-western end of George Street and partly by property belonging or reputed to belong to William Levitt, and bounded on the south-easterly side thereof by property belonging or recently belonging or reputed to belong to the executors or devisees of the late John Wells, and bounded on the south-westerly side thereof by property belonging or reputed to belong to Michael Threadgold Hedley, and bounded on the north-westerly side thereof partly by property belonging or reputed to belong to the said Michael Threadgold Hedley and partly by property belonging or reputed to belong to Joseph Robert Grassby.

PART III.

All that piece of land, situate in the township of Hook, in the district parish of Goole and parish of Snaith, in the west riding of the county of York, containing seven thousand seven hundred and twenty square yards or thereabouts (and forming (as to part thereof) the site of an existing gasholder, belonging or reputed to belong to the said Undertakers, known as the Bridge Street gasholder), bounded on the north by an imaginary straight line (hereinafter called "the northern boundary line") parallel to and thirty-eight feet or thereabouts southward from the southern side of the Rope Walk occupied by

the Goole Ropery and Ship Chandlery Company, Limited, and eighty-four feet or thereabouts northwards from the centre of the said gasholder and extending for a distance equal to two hundred and thirteen feet (measured in an easterly direction) from a point on the said northern boundary line struck by another imaginary straight line passing from and at right angles to the said southern side of the said Rope Walk through the centre of the said gasholder, such northern boundary line also extending for a distance equal to one hundred and twenty-seven feet or thereabouts (measured in a westerly direction) from the said point, and bounded on the east by another imaginary straight line (herein-after called "the eastern boundary line") at right angles to the northern boundary line, and commencing at the eastern termination thereof and extending in a southerly direction for a distance of one hundred and seventy-two feet or thereabouts, and bounded on the south by another imaginary straight line (herein-after called "the southern boundary line") parallel to the northern boundary line, and commencing at the southern termination of the eastern boundary line, and extending therefrom in a westerly direction for a distance of four hundred and sixty-eight feet or thereabouts, and bounded on the west by another imaginary straight line, commencing at the western termination of the southern boundary line and terminating at the western termination of the northern boundary line.

THE SECOND SCHEDULE.

List of Works to be executed and Articles to be provided by the Undertakers in connexion with the Gas Undertaking.

AT THE DOYLE STREET GASWORKS.

1. The renewal in the ordinary course of business of twelve clay retorts, and the fixing of twelve additional clay retorts, at the total cost of sixty pounds.
2. The construction of one additional oxide purifier, with two way valves, at the cost of one hundred and five pounds.
3. The provision of one tar tank and one regulator at the cost of ten pounds.

GENERAL.

4. The provision and fixing of two street governors at a cost of fifty pounds.
5. The taking up the present main in St. John Street, Goole, and the relaying a new nine-inch main in that street in lieu thereof at a cost of two hundred and twenty pounds.

N.B.—The old main so to be taken up to be the property of the Company.

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THE THIRD SCHEDULE.

Form of Deed of Transfer.

In pursuance of and subject to the provisions of the Goole and District Gas and Water Act 1881, and in consideration of the sum of

[here state the consideration and interest, if any], we [here give names, addresses, and descriptions of the Trustees], the Trustees for the time being of the Undertakers of the Navigation of the Rivers of Aire and Calder, in the county of York, for and on behalf of the Undertakers, do hereby convey and assign unto the Goole and District Gas and Water Company, their successors and assigns, the gas undertaking belonging to the said Undertakers, as defined in section thirty of the above-mentioned Act, to hold the same unto the said Company, their successors, and assigns, as from the thirtieth day of June, one thousand eight hundred and eighty-one, thenceforth for ever, and the said Company do hereby accept the same accordingly.

In witness whereof the said Trustees have hereunto set their hands and seals, and the said Company have affixed their common seal, this day of
one thousand eight hundred and eighty .

N.B.—The Trustees receipt for the purchase money and interest (if any) is to be endorsed on this deed.

THE FOURTH SCHEDULE

Agreement relating to Sewers and Outfalls in Goole.

ARTICLES OF AGREEMENT made the first day of March one thousand eight hundred and eighty-one between ANDREW MONTAGU of Ingmanthorpe Hall Kirk Deighton near Wetherby WILLIAM ALDAM of Frickley Hall Clayton near Doncaster WALTER THOMAS WILLIAM SPENCER STANHOPE of Cannon Hall Cawthorne and FRANCIS DARWIN of Creskeld Hall Otley all in the west riding of the county of York Esquires the Trustees for the time being of the Undertakers of the Navigation of the Rivers of Aire and Calder in the county of York (herein-after called "the Undertakers") for and on behalf of the Undertakers of the one part and the GOOLE LOCAL BOARD (herein-after called "the Local Board") of the other part

Whereby it is agreed between the parties hereto as follows—

1. The Undertakers shall for the consideration herein-after mentioned sell and transfer to the Local Board and the Local Board shall purchase the main sewers belonging to them the Undertakers in the town of Goole in the county of York situate beneath the streets portions of streets and places in that town coloured red on the plan hereto annexed and also the sewer outfalls known as

the South Street sewer outfall and the Murham Lane sewer outfall and the outfall sewers in connexion therewith respectively situate beneath the streets or portions of streets and lands coloured yellow on the said plan upon the following terms and conditions and subject to the reservations in favour of the Undertakers herein-after contained in relation thereto.

2. The consideration for the said sewers and outfalls to be paid by the Local Board to the Undertakers shall be the sum of two thousand pounds and shall be paid within the period herein-after provided for payment thereof and no objection shall be taken to the title of the Undertakers to the said sewers and outfalls which shall be accepted without investigation. In the event of the said consideration money not being paid within the said period the Local Board shall pay five pounds per centum per annum interest thereon from the expiration of the said period until such consideration money shall be paid.

3. Upon payment of the said consideration money and all interest thereon (if any) the Undertakers shall execute and deliver to the Local Board a proper deed of transfer duly stamped of such sewers and outfalls such deed to contain the necessary provisions for carrying out the terms of this Agreement and to be prepared and stamped by and at the expense of the Local Board and to be subject to the approval of the Undertakers whose expenses in connexion with the perusal settling and execution of such deed on their behalf shall be paid by the Local Board.

4. Upon the execution of such deed of transfer the Local Board shall have the right of access to the said sewers and outfalls with power to open the streets and lands under which the same are situate for the purpose of obtaining such access and of repairing maintaining and making new connexions with such sewers and outfalls. The Local Board however shall be under the obligation of restoring from time to time at their own expense such streets and lands to as good a state as they were in previously to their being opened up which shall be done without delay after the purpose for which such streets and lands were opened shall have been served and the Local Board shall also be liable for all accidents and for all loss or damage occasioned to any person by reason of the opening up of such streets and lands and shall indemnify the Undertakers from liability in respect thereof.

5. The Local Board shall from and after the execution of such deed of transfer at their own expense efficiently maintain cleanse and repair the said sewers and outfalls and shall indemnify the Undertakers from all further expenses in connexion therewith and such sewers and outfalls shall be held by the Local Board for the use of the inhabitants of the town and port of Goole in the same manner as if they had been sewers vested in the Local Board under the provisions of the Public Health Act 1875.

6. In the event of the Local Board making further connexions with any such sewers or outfalls for the purpose of draining any portion of their district situate beyond the estate belonging to the Undertakers in Goole they shall make all new main sewers which are to be connected with the sewers and outfalls hereby agreed to be transferred of dimensions not less in section than five feet high by three feet wide and at such levels as may be agreed upon by the parties hereto or in case of difference as shall be determined in manner herein-after mentioned so as to afford storage for the sewage during "tide-lock" and prevent so far as possible flooding of the property on the estate now belonging to the Undertakers.

A.D. 1881.

7. The Undertakers shall after such transfer so far as they legally can supply the Local Board with water from their canal and docks for the purpose of flushing the sewers and outfalls hereby agreed to be transferred. The quantity of water to be used for this purpose the manner in which it is to be supplied and the rent to be paid by the Local Board to the Undertakers for such water shall be agreed upon from time to time between the parties hereto or in case of difference shall be determined in the manner herein-after provided.

8. Notwithstanding such transfer the Undertakers shall from time to time as often as they shall think fit (except during "tide-lock") be at liberty without payment to the Local Board to discharge the water from their patent slip down the said sewers and outfalls in the same manner as they have heretofore done or as they may hereafter require to do and also in the same manner to discharge down the Doyle Street and South Street sewer and outfall the water from the dry dock which the Undertakers propose to construct in connexion with their new repair yard.

9. In the event of the Undertakers at any time hereafter desiring in virtue of any rights or powers which they and the Local Board or either of them shall possess to alter divert extend or close up all or any of the sewers and outfalls hereby agreed to be transferred for any of the following purposes that is to say for the purpose of altering diverting extending enlarging or improving any of the existing or future canals cuts docks dock entrances basins wharves quays landing-places jetties warehouses railways tramroads or other works belonging to the Undertakers in the town or port of Goole or for the purpose of constructing any new or additional canals cuts docks dock entrances basins wharves quays landing-places jetties warehouses railways tramroads or other works which the Undertakers may be required or which they may think necessary to make for the purposes of the port and the trade thereof or for developing the same the Local Board shall upon the Undertakers giving them three calendar months notice in writing of their desire to alter divert extend or close up such sewers or outfalls allow and authorise and shall grant all necessary facilities to enable the same to be done by the Undertakers and shall also at any time hereafter (so far as they legally can) consent to the Undertakers obtaining and assist them in obtaining if found to be required all requisite powers from Parliament or other authority or person to enable them to carry out the works upon the following conditions. The said sewers and outfalls shall be so altered diverted extended or closed up by and at the expense of the Undertakers and the Undertakers shall construct at their own expense according to plans and sections to be submitted to and to be subject to the reasonable approval of the Local Board or in case of difference as to such plans and sections according to plans and sections to be approved as herein-after mentioned such other sewers and outfalls as shall be sufficient for the drainage of the district affected by such alteration diversion extension or closing up in substitution for the sewers and outfalls so altered diverted extended or closed up and shall hand over such substituted sewers and outfalls to the Local Board who shall hold the same upon the same terms and conditions in all respects (including the alteration diversion extension or closing up thereof by the Undertakers for the purposes aforesaid or any of them) as those upon which they held the sewers and outfalls so altered diverted extended or closed up

And any such sewers and outfalls as may be closed up shall thereupon belong to the Undertakers. A.D. 1881.

10. And further in the event of the Undertakers at any time hereafter giving to the Local Board three calendar months notice in writing of their desire in virtue of any rights or powers which they and the Local Board or either of them shall possess to alter the South Street and Murham Lane sewer outfalls or either of them so as to extend those outfalls or either of them further into the River Ouse the Local Board shall allow authorise and facilitate as aforesaid the same being done and shall at any time hereafter (so far as they legally can) consent to the Undertakers obtaining and assist them in obtaining if found necessary such requisite powers as mentioned in the last preceding article hereof to enable them to do the works upon the condition that the works shall be done at the expense of the Undertakers and that the Undertakers shall be liable for all damage which may be incurred by the Local Board during the execution of such work and that such works shall be executed to the reasonable satisfaction of the Local Board or in case of difference to the reasonable satisfaction of the engineer to be appointed as herein-after mentioned.

11. Any difference between the parties hereto as to any plans or sections provided for by this Agreement or as to any other matters herein-before referred for settlement shall be referred to an engineer to be agreed upon by the parties hereto or failing agreement to be appointed by the Board of Trade at the request of either of the parties hereto whose decision shall be binding upon both parties and the expenses of such reference shall be paid as the referee shall direct.

12. The said consideration money shall be paid subsequently to but within six months after the passing into an Act of the Bill now pending in Parliament intituled "A Bill to incorporate the Goole and District Gas and Water Company To enable them to acquire the Gas Undertaking at Goole belonging to the Undertakers of the Navigation of the Rivers of Aire and Calder in the county of York To construct Waterworks and for other purposes" by which Bill it is proposed to confirm this Agreement.

13. Until the execution of the said deed of transfer the Undertakers shall maintain and cleanse the said sewers and outfalls and keep the same in as good a state of repair as they are in at the date hereof.

14. The sale and transfer of the sewers and outfalls to the Local Board herein provided for shall be made subject to the reservation in favour of the Undertakers of all the rights and powers which the Undertakers may immediately before the execution hereof possess and enjoy of altering diverting extending or closing up all or any of the said sewers and outfalls for any of the purposes herein-before mentioned and the Undertakers shall be at liberty at any time hereafter notwithstanding such sale and transfer to exercise all such rights and powers (subject to the other provisions of this Agreement) in as full and ample a manner as they could have done if this Agreement had not been entered into and such sale and transfer had not been made.

15. This Agreement is made subject to such alterations as Parliament may think fit to make herein but in case of any Committee of Parliament making any material alteration herein it shall be competent for either of the parties

A.D. 1881. hereto to withdraw the Agreement and this Agreement is also entered into conditionally upon the Bill herein-before mentioned becoming law and upon the Local Board being authorised to subscribe to the capital of the Company proposed to be incorporated thereby and upon the said Local Board subscribing to such capital the sum of twenty thousand pounds at the least within two months of the passing of the said Bill into an Act and also conditionally upon this Agreement and another Agreement bearing even date herewith and entered into between the same parties as the parties hereto (in relation to the handing over to the Local Board of the therein mentioned streets and places in the town of Goole belonging to the Undertakers) being confirmed and sanctioned by the said Bill without material alterations and in the event of the failure of any of the above conditions upon which this Agreement is made this Agreement shall become and be null and void in all respects and shall thereupon cease to be binding on either party.

In witness whereof the said parties hereto of the first part have set their hands and seals and the Local Board have caused their seal to be affixed to these presents the day and year first above written.

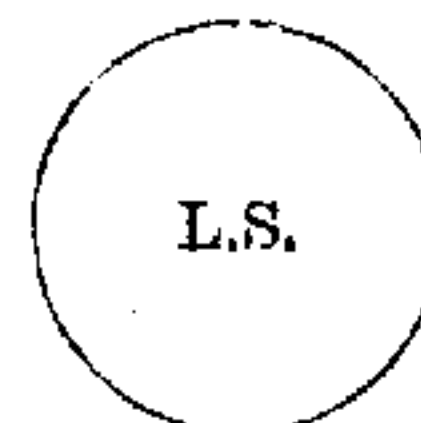
The common seal of the Goole Local Board was affixed hereto by order of the Board at their meeting held on the day and year aforesaid in the presence of

GEO. ENGLAND JR. *Clerk.*



Signed sealed and delivered by Andrew Montagu in the presence of
W. H. BARTHOLOMEW Leeds.

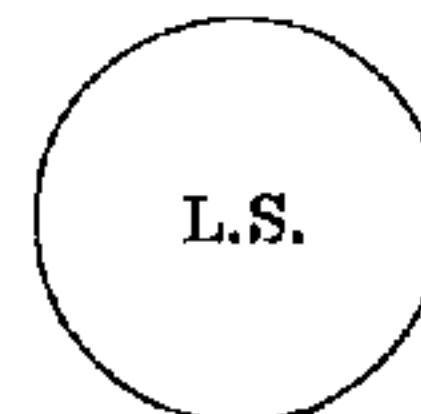
A. MONTAGU.



Signed sealed and delivered by William Aldam and Francis Darwin in the presence of

ARTHUR TOWLER Aire and
Calder Navn. Leeds.

WM. ALDAM.

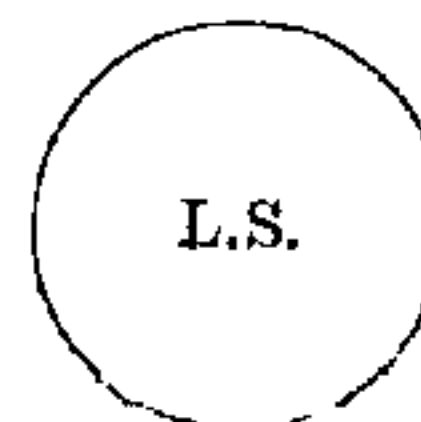


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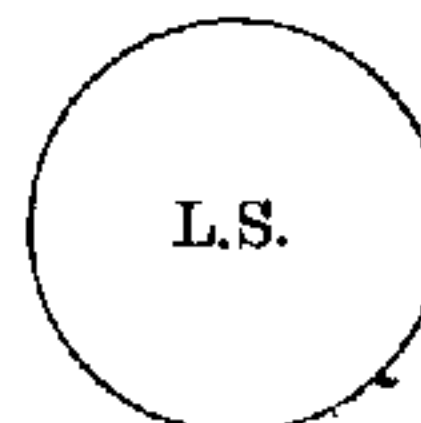
Signed sealed and delivered by Walter Thomas William Spencer Stanhope in the presence of

C. PONCINI British Pro-Consul
at Florence Italy.

W. T. W. SPENCER
STANHOPE.



FRANCIS DARWIN.



THE FIFTH SCHEDULE.

A.D. 1881.

Agreement relating to Streets in Goole.

ARTICLES OF AGREEMENT made the first day of March one thousand eight hundred and eighty-one between ANDREW MONTAGU of Ingmanthorpe Hall Kirk Deighton near Wetherby WILLIAM ALDAM of Frickley Hall Clayton near Doncaster WALTER THOMAS WILLIAM SPENCER STANHOPE of Cannon Hall Cawthorne and FRANCIS DARWIN of Creskeld Hall Otley all in the west riding of the county of York Esquires the Trustees for the time being of the Undertakers of the Navigation of the Rivers of Aire and Calder in the county of York (herein-after called "the Undertakers") for and on behalf of the Undertakers of the one part and the GOOLE LOCAL BOARD (herein-after called "the Local Board") of the other part.

Whereas the streets and places herein-after referred to situate on the estate of the Undertakers in the town of Goole have not been taken over by the Local Board and become repairable by the inhabitants at large and it is proposed that the following arrangements should be entered into between the parties hereto in relation to the same: Now therefore it is hereby agreed by and between the said parties hereto as follows:

1. Subject to the terms herein-after contained the Undertakers shall for the period of five years calculated from the first day of January one thousand eight hundred and eighty at their own expense maintain or cause to be maintained in good and sufficient repair and also from time to time cleanse the streets and places and portions of streets and places in the town of Goole in the county of York shown on the plan annexed to this Agreement and thereon coloured red.

2. The maintenance of the said streets and places (which expression in this Agreement includes the portions of streets and places herein-before referred to) shall not include the watering of the same which is now and shall henceforward be done by and at the expense of the Local Board.

3. At the expiration of the said period of five years calculated as aforesaid the Local Board shall take over the said streets and places into their own control but subject to the rights and powers herein-after reserved to the Undertakers in relation thereto and subject also to the other provisions of this Agreement and thereupon the same shall (subject as aforesaid) become highways repairable by the inhabitants at large and the Undertakers shall cease to be liable for their maintenance and cleansing. The said streets and places shall be put into a proper state of repair by the Undertakers previously to the same being so taken over by the Local Board and if the Local Board shall at any time previously to the same being taken over by them as aforesaid require

A.D. 1881. — any sewerage levelling flagging or channelling to be done by the Undertakers in connexion with the said streets or places or any of them the Local Board shall repay to the Undertakers at the expiration of the said period of five years all reasonable expenses incurred by the Undertakers in so doing—the amount of such expenses in case of difference to be settled as herein-after provided.

4. The Undertakers shall if desired by the Local Board at the expiration of the said five years and at the expense in all things of the said Board execute a proper deed of transfer to them of the said streets and places in terms of this Agreement.

5. If the Undertakers shall at any time hereafter whether before or after the said streets and places shall be taken over by the Local Board desire in virtue of any rights or powers which they and the Local Board or either of them shall possess to alter the bridge over the canal at the head of the Barge Dock so as to increase the span of that bridge to thirty-six feet or thereabouts the Local Board shall allow and authorise the Undertakers to do so and shall grant them all necessary facilities to enable the work to be done and the Local Board shall also (so far as they legally can) consent to the Undertakers at any time hereafter obtaining if found necessary and assist them in obtaining any requisite powers from Parliament or other authority or person to enable them so to alter the said bridge Provided always that the works shall be carried out at the expense of the Undertakers and that the gradients of the road over such bridge when altered shall not be made steeper than the gradients of the road over the present bridge and that such alteration shall be carried out in accordance with plans to be submitted to and to be subject to the reasonable approval of the Local Board or in case of difference according to plans to be approved by the engineer herein-after mentioned.

6. And further if the Undertakers shall at any time hereafter and whether before or after the said streets and places shall be taken over by the Local Board as aforesaid desire in virtue of any rights or powers which they and the Local Board or either of them shall possess to lay down and thereafter maintain either a single or double line of railway on the west side of Aire Street the south side of Banks Terrace and the east side of East Parade the Local Board shall in the same manner as is mentioned in the last preceding article hereof allow authorise and facilitate the same being done and shall at any time hereafter (so far as they legally can) consent to and assist in the obtaining by the Undertakers if found necessary of any requisite powers from Parliament or other authority or person for the purpose Provided always that any such railway shall be laid down and maintained at the expense of the Undertakers and that the Undertakers shall lay down the railways in such positions as to leave a clear width of not less than forty-two feet in Aire Street and thirty feet in Banks Terrace and East Parade respectively measured in each case from the face of the existing buildings on the opposite side of the streets from that on which the railway shall be laid to the nearest rails of the said railway.

7. In the event of the Undertakers at any time hereafter and whether before or after the taking over the said streets and places by the Local Board as aforesaid desiring in virtue of any rights or powers which they and the Local

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Board or either of them shall possess to alter divert stop up and appropriate the sites of all or any of the streets and places herein-before referred to for any of the following purposes (that is to say) for the purpose of altering diverting extending enlarging or improving any of the existing or future canals cuts docks dock entrances basins wharves quays landing-places jetties warehouses railways tramroads or other works belonging to the Undertakers in the town or port of Goole or for the purpose of constructing any new or additional canals cuts docks dock entrances basins wharves quays landing-places jetties warehouses railways tramroads or other works which the Undertakers may be required or which they may think necessary to make for the purposes of the port and the trade thereof or for developing the same the Local Board upon the Undertakers giving to them three calendar months notice in writing of their desire so to do shall in the same manner as is herein-before provided for in the case of altering the said bridge at the head of the Barge Dock and of laying down railways in Aire Street Banks Terrace and East Parade allow authorise and facilitate the altering diverting stopping up and appropriating the site of the said streets and places by the Undertakers as aforesaid and shall at any time hereafter (so far as they legally can) consent to and assist in the obtaining by the Undertakers from Parliament or other authority or persons as aforesaid if found necessary of any requisite powers for the purpose Provided always that the alteration diversion or stopping up shall be done by and at the expense of the Undertakers and that the Undertakers shall construct upon their estate and at their own expense according to plans to be submitted to and to be subject to the reasonable approval of the Local Board or in case of difference as to such plans according to plans to be approved by the engineer to be appointed as herein-after mentioned such streets or such movable bridges across any dock entrance already made or which may be hereafter made by the Undertakers as may be necessary for the convenience of the public in substitution for the streets and places so altered diverted stopped up and appropriated And if the streets and places herein-before referred to have already been handed over to the said Local Board in terms of this Agreement shall hand over such substituted streets to the Local Board but if the said streets and places have not been so handed over shall maintain and cleanse in accordance with the provisions of this Agreement such substituted streets until the expiration of the said period of five years calculated as aforesaid and thereupon shall hand over to the Local Board the substituted streets together with the other streets and places herein-before referred to or such of them as may not have been altered diverted stopped up and appropriated as aforesaid And such substituted streets when handed over to the Local Board shall (subject to the rights and powers reserved to the Undertakers and to the provisions of this Agreement) become highways repairable by the inhabitants at large and shall be held by the Local Board upon the same terms and conditions as to alteration diversion stopping up and appropriation and other matters as the terms and conditions herein contained in reference to the existing streets and places hereby agreed to be taken over by the Local Board. And upon such streets and movable bridges as may be necessary for the convenience of the public being provided the sites of the streets and places so altered diverted stopped up and appropriated shall belong to the Undertakers.

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8. This Agreement shall not prejudice the rights granted to the Local Board by the Agreement bearing even date herewith and made between the same parties as the parties hereto (relating to the purchase by the Local Board of certain sewers belonging to the Undertakers in the town of Goole) of obtaining access to those sewers and outfalls subject to the conditions contained in that Agreement.

9. In case of any difference between the parties hereto as to any plans provided for by this Agreement or as to any other matter herein-before referred for settlement the same shall be referred to an engineer to be appointed by agreement between the parties hereto or failing agreement by the Board of Trade on the application of either party hereto whose decision shall be binding on both parties and the expenses of the reference shall be paid as the referee shall direct.

10. This Agreement is entered into and the said streets and places shall be taken over by the Local Board in manner herein-before provided subject to the reservation in favour of the Undertakers of all the rights and powers which immediately before the execution hereof the Undertakers may possess or enjoy of altering the said bridge over the canal at the head of the Barge Dock of laying down and maintaining railways in Aire Street Banks Terrace and East Parade and of altering diverting stopping up and appropriating any of the said streets or places in the manner and for the purposes herein-before mentioned and all such rights and powers may (subject to the other provisions of this Agreement) be exercised and enjoyed by the Undertakers at any time hereafter notwithstanding this Agreement and the taking over of the said streets and places by the Local Board in as full and ample a manner as they might have been exercised and enjoyed if this Agreement had not been entered into and the said streets and places had not been taken over or agreed to be taken over by the Local Board as aforesaid.


11. This Agreement is made subject to such alterations as Parliament may think fit to make herein but in case of any Committee of Parliament making any material alteration herein it shall be competent for either of the parties hereto to withdraw the Agreement. And this Agreement is also entered into conditionally upon the Bill now pending in Parliament intituled "A Bill to incorporate the Goole and District Gas and Water Company To enable them to acquire the Gas Undertaking at Goole belonging to the Undertakers of the Navigation of the Rivers of Aire and Calder in the county of York To construct Waterworks and for other purposes" becoming law and upon the Local Board being authorised to subscribe to the capital of the Company proposed to be incorporated thereby and upon the said Local Board subscribing to such capital a sum of twenty thousand pounds at the least within two months of the passing of the said Bill into an Act. And also conditionally upon this Agreement and the said Agreement bearing even date herewith and entered into between the same parties as the parties hereto (relating to the purchase by the Local Board of certain sewers belonging to the Undertakers in the town of Goole) being confirmed and sanctioned by the said Bill without material alterations and in the event of the failure of any of the above conditions upon which this Agreement is made this Agreement shall become and be null and

void in all respects and shall thereupon cease to be binding on either party hereto. A.D. 1881.

In witness whereof the said parties hereto of the first part have set their hands and seals and the Local Board have caused their seal to be affixed to these presents the day and year first above written.

The common seal of the Goole Local Board was affixed hereto by order of the Board at their meeting held on the day and year aforesaid in the presence of

GEO. ENGLAND JR. *Clerk.*



Seal of the
Goole
Local Board.

Signed sealed and delivered by Andrew Montagu in the presence of
W. H. BARTHOLOMEW Leeds.

A. MONTAGU.



L.S.

Signed sealed and delivered by William Aldam and Francis Darwin in the presence of

ARTHUR TOWLER A. and C.
Navn. Office, Leeds.

WM. ALDAM.



L.S.

No. 172.

Signed sealed and delivered by Walter Thomas William Spencer Stanhope in the presence of

C. PONCINI, British Pro-Consul
at Florence, Italy.

W. T. W. SPENCER
STANHOPE.



L.S.



Seal of the
British
Consulate,
North Italy.

FRANCIS DARWIN.



L.S.

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