



CHAPTER cxlvi.

An Act to confer further powers upon the Local Board for the district of Nelson in the county of Lancaster with respect to their waterworks and gasworks undertakings and works for sewage disposal and for preventing the spread of infectious diseases ; and for other purposes.

A.D. 1888.

[7th August 1888.]

WHEREAS by the Nelson Water and Gas Act 1866 (in this Act called "the Act of 1866") the Local Board for the district of Nelson in the county of Lancaster (in this Act called "the Local Board") were authorised to make and maintain waterworks and to supply water and also to purchase gasworks and supply gas within the respective limits defined by the said Act :

And whereas by the Nelson Local Board Act 1879 (in this Act called "the Act of 1879") the Local Board were authorised to make and maintain additional waterworks :

And whereas it is expedient that the Local Board should be empowered to construct the new waterworks herein-after described to enable them to meet the increasing demand for water within the water limits as defined by the Act of 1866 and extended by a provisional order dated the twenty-third day of May 1871 and confirmed by the Local Government Supplemental Act 1871 (No. 4) and further extended by the Nelson Improvement Act 1886 (in this Act called "the Act of 1886") :

And whereas the limits within which the Local Board are authorised to supply gas are defined by the Act of 1866 and include the district of the Local Board and the several townships or places of Barrowford Booth and Great and Little Marsden :

And whereas it is expedient that the Local Board should be empowered to acquire and hold lands in connexion with their sewerage works and to place thereon works for the reception treatment and disposal of sewage and that the agreement with reference thereto set forth in the Third Schedule to this Act should be

A.D. 1888. — confirmed and that powers should be conferred upon the Local Board with respect to the prevention of the spread of infectious diseases :

And whereas plans and sections describing the situation and the lines and levels of the works by this Act authorised and plans of the lands by this Act authorised to be acquired and also a book of reference to the said plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required for the purposes of this Act were duly deposited with the clerk of the peace for the county of Lancaster and are hereinafter respectively referred to as the deposited plans sections and book of reference :

And whereas the Local Board require further money for the purposes aforesaid and also for widening and improving streets and bridges in accordance with section 4 of the Burnley and District Tramways and Extensions Order 1887 and incidental thereto and for private street improvements and for other purposes :

And whereas estimates have been prepared by the Local Board for the purchase of lands for and for the execution of the purposes of this Act and such estimates are as follows :

For waterworks	-	-	-	-	£130,000
For gasworks	-	-	-	-	£50,000
For purchase of sewage lands and works of					
sewage disposal	-	-	-	-	£20,000
For widening and improving streets and bridges					£1,000
For private street improvements	-	-	-	-	£10,000

And whereas the several works included in such estimates are permanent works within the meaning of section 234 of the Public Health Act 1875 :

And whereas an absolute majority of the whole number of the members of the Local Board at a meeting held on the third day of January 1888 after ten clear days notice by public advertisement of such meeting and of the purposes thereof in the "Colne and Nelson Times" a local newspaper published or circulating in the district of the Local Board such notice being in addition to the ordinary notices required for summoning such meeting resolved that the expense in relation to promoting the Bill for this Act should be charged on the district fund and general district rate :

And whereas such resolution was published twice in the said "Colne and Nelson Times" newspaper and in respect of matters under the jurisdiction of the Local Government Board has received the approval of that Board :

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of

the members of the Local Board at a further special meeting held in pursuance of a similar notice on the seventh day of February 1888 being not less than fourteen days after the deposit of the Bill in Parliament: A.D. 1888.

And whereas the owners and ratepayers of the said district by resolution in the manner provided by Schedule III. of the Public Health Act 1875 consented to the promotion of the Bill for this Act:

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

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

PART I.

PRELIMINARY.

1. This Act may be cited as the Nelson Local Board Act 1888. Short title.

2. This Act is divided into parts as follows: Act divided into parts.

Part I.—Preliminary.

Part II.—Water.

Part III.—Gas.

Part IV.—Sewage disposal.

Part V.—Infectious diseases.

Part VI.—Finance.

Part VII.—Miscellaneous.

3. The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 and the Waterworks Clauses Acts 1847 and 1863 except the provisions of the Waterworks Clauses Act 1847 with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof are (except where expressly varied by this Act) incorporated with and form part of this Act: Provided that section 44 of the Waterworks Clauses Act 1847 shall for the purposes of this Act be read and construed as if the words "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner" were omitted from that section. Incorporation of general Acts.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated Interpretation.

A.D. 1888. — with this Act shall have the same respective meanings unless there be something in the subject or context repugnant to such construction or unless it be otherwise provided by this Act “the undertakers” or “the promoters of the undertaking” or “the company” shall mean the Local Board “the district” shall mean the district of the Local Board “the owner” shall mean the person for the time being receiving the rackrent of the lands or premises in connexion with which the word is used whether on his own account or as agent or trustee for any other person or who would so receive the same if such lands or premises were let at a rackrent “the clerk” “the medical officer of health” mean respectively the clerk to the Local Board and the medical officer of health for the district “person” includes corporation “the Nelson Acts” means the Act of 1866 the Act of 1879 the Act of 1886 and this Act and the said order confirmed by the Local Government Supplemental Act 1871 (No. 4) “the Public Health Acts” means the Public Health Act 1875 and any Act amending the same “daily penalty” means a penalty for every day during which any offence is continued after conviction thereof the expression “superior courts” or “court of competent jurisdiction” or other like expression shall have effect as if the debt or demand with respect to which that expression is used were a simple contract debt and not a debt or demand created by statute and shall include any court of competent jurisdiction.

Limits of Act.

5. This Act (except where otherwise expressly provided and except as regards the provisions thereof relating to the supply of water and gas) shall apply exclusively to the district and as regards the provisions relating to the supply of water and gas shall apply to the water and gas limits respectively.

Act to be executed by Local Board.

6. This Act shall be executed by the Local Board with the powers duties and indemnities and according to the provisions of the Public Health Acts and as if the purposes and provisions of this Act were purposes and provisions of those Acts except so far as any of the provisions of those Acts are expressly varied or otherwise provided for by this Act.

PART II.

WATER.

Power to make works.

7. Subject to the provisions of this Act the Local Board may make and maintain in and according to the lines and levels shown on the deposited plans and sections the reservoirs conduits lines of pipes roads and other works shown on the deposited plans which

comprise the following works all which will be situate in the parish of Whalley in the county of Lancaster (that is to say): A.D. 1888.

- (1.) A reservoir (herein-after called Reservoir No. 1) in Ogden Clough to be formed by a dam or embankment one hundred and twenty yards or thereabouts in length to be placed across the Ogden Water at a point thereon ninety-one chains or thereabouts measured up the Ogden Water from Barley Green Bridge and extending seventeen chains or thereabouts in a westerly direction from such embankment:
- (2.) A reservoir (herein-after called Reservoir No. 2) in Ogden Clough to be formed by a dam or embankment one hundred and forty yards or thereabouts in length to be placed across the Ogden Water at a point thereon sixty-seven chains or thereabouts measured up the Ogden Water from Barley Green Bridge and extending eighteen chains or thereabouts in a westerly direction from such embankment:
- (3.) A reservoir (herein-after called Reservoir No. 3) in Ogden Clough to be formed by a dam or embankment two hundred yards or thereabouts in length to be placed across the Ogden Water at a point thereon twenty-seven chains or thereabouts measured up the Ogden Water from Barley Green Bridge and extending thirty-five chains or thereabouts in a westerly direction from such embankment:
- (4.) A conduit commencing in the Ogden Water at a point eighteen chains or thereabouts measured in a westerly direction from the embankment forming Reservoir No. 1 and terminating in the Ogden Water at a point four chains or thereabouts below such embankment:
- (5.) A conduit commencing in the Ogden Water at a point twenty chains or thereabouts measured in a westerly direction from the embankment forming Reservoir No. 2 and terminating in the Ogden Water three chains or thereabouts below such embankment:
- (6.) A conduit commencing in the Ogden Water at a point three chains or thereabouts below the embankment forming Reservoir No. 2 and terminating in the Ogden Water five chains or thereabouts below the embankment forming Reservoir No. 3:
- (7.) A road commencing on the northerly side of the Ogden Water in Ogden Clough at a point four chains or thereabouts measured in a south-westerly direction from Barley Green Bridge and terminating on the northerly side of the Ogden Water at a point eighty-eight chains or thereabouts measured up the Ogden Water from the said bridge:

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- (8.) A line of pipes commencing in Reservoir No. 1 near its lower end and terminating by a junction with the line of pipes next herein-after described near the upper end of Reservoir No. 3 :
- (9.) A line of pipes commencing in Reservoir No. 2 near its lower end and terminating by a junction with the line of pipes next herein-after described near its commencement :
- (10.) A line of pipes commencing in Reservoir No. 3 near its lower end and terminating in Reservoir No. 4 next herein-after described :
- (11.) A reservoir (herein-after called Reservoir No. 4) to be situate in a field on the southerly side of Pasture Lane to be formed by a dam or embankment on three sides thereof :
- (12.) A line of pipes commencing in Reservoir No. 4 and terminating in the roadway in front of the Nelson Inn in Nelson :
- (13.) A reservoir (herein-after called Reservoir No. 5) on the Black Moss Water to be formed by a dam or embankment two hundred and sixty yards or thereabouts in length to be placed across the Black Moss Water at a point thereon three chains or thereabouts above the junction of the Water Gate with the Black Moss Water and extending twenty-one chains or thereabouts in a north-easterly direction from such embankment :
- (14.) A reservoir (herein-after called Reservoir No. 6) on the Black Moss Water to be formed by a dam or embankment three hundred and twenty yards or thereabouts in length to be placed across the Black Moss Water at a point twenty-four chains or thereabouts below the junction of the Water Gate with the Black Moss Water and extending up to the said junction :
- (15.) A road commencing in the public road leading from Barley to Chatburn and terminating at a point near Foot House Gate two chains or thereabouts in a southerly direction from the junction of the Water Gate with the Black Moss Water :

together with such embankments sluices dams collecting and other weirs gauges tunnels catchwater drains conduits pipes bye-washes filters roads approaches and other works apparatus and conveniences connected therewith respectively as may be necessary for the purposes of this Act.

New water-works to form part of water-works undertaking of the Local Board.

Power to take waters of certain streams.

8. The waterworks so to be constructed under the authority of this Act shall for all purposes whatsoever be deemed part of the waterworks undertaking of the Local Board.

9. The Local Board may from time to time for the purposes of the Nelson Acts divert impound and take by compulsion or otherwise and may appropriate and use all the waters of the said brooks

or streams called the Ogden Water the Water Gate and the Black Moss Water and of the several tributaries of the said brooks or streams and all other brooks streams waters and springs which now directly or derivatively flow or proceed into or supply the said brooks or streams or any of them or which will or may be intercepted or abstracted by means of the works by this Act authorised. A.D. 1888.

10. With respect to the water to be taken and the compensation water to be afforded by the Local Board the following provisions shall have effect (that is to say): Provision as to compensation water.

(1.) Before the Local Board shall by means of the works by this Act authorised or any of them appropriate take and use for the purposes of the Nelson Acts water from the Ogden Water or any of the tributaries thereof they shall cause to flow or be discharged into the Black Moss Water from the Reservoir No. 5 by this Act authorised and at a point not more than one hundred and fifty yards below that reservoir not less than three hundred thousand gallons of water during every day of twenty-four hours ;

(2.) Before the Local Board shall by means of the works by this Act authorised and numbered 3 and 6 respectively appropriate take and use for the purposes of the Nelson Acts water from the Ogden Water or any of the tributaries thereof they shall cause to flow or be discharged into the Black Moss Water from the said Reservoir No. 6 and at a point not more than one hundred and fifty yards below that reservoir not less than seven hundred and eighty-two thousand gallons of water during every day of twenty-four hours such last-mentioned quantity to be inclusive of or in substitution for and not in addition to the three hundred thousand gallons herein-before directed to be discharged from the said Reservoir No. 5 : Provided nevertheless that until the Local Board construct the said Reservoir No 3 and commence to deliver as compensation water the said quantity of seven hundred and eighty-two thousand gallons per day they shall not take from the Ogden Water or any of the tributaries thereof more than six hundred thousand gallons per day to be passed through a gauge or measuring chamber so constructed as not to allow more than such last-mentioned quantity to pass through the same ;

(3.) The Local Board shall construct and for ever after maintain at the point at which the compensation water provided for by this Act is for the time being discharged into the Black Moss Water a suitable measuring gauge over or through which the said compensation water shall flow or be discharged and the said gauge and the gauge mentioned in the last preceding

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sub-section shall at all times be open to inspection and examination by the owners and occupiers of the several properties interested in the water so to flow or be discharged through or over the same respectively ;

(4.) The said flow or discharge of water shall be as nearly as possible regular and continuous ;

(5.) In case of any wilful or negligent act or omission of the Local Board or of their officers or servants by or in consequence of which the said respective quantities of water are not discharged or allowed to flow down the Black Moss Water the Local Board shall for every day on which such neglect or default shall occur pay to each and every the occupiers for the time being of the several mills and works now or hereafter to be erected on the said streams or on the streams called White Hough Water Rough Lee Water and Barrowford Beck or on any of them and to the respective owners for the time being of the several estates upon the said White Hough Water and Rough Lee Water or either of them a sum of ten pounds to be by way of liquidated damages and not of penalty and in full compensation and satisfaction for the want of such water as aforesaid such sum of ten pounds to be recovered as penalties imposed by this Act may be recovered : Provided always that in case of any mill or work being in the occupation of several persons no greater sum than ten pounds per day shall be payable by the Local Board in respect of that mill or work : Provided also that in case any person shall be occupier of more than one separate and distinct premises used as separate mills or works he shall be entitled to recover such sum of ten pounds per day in respect of each such separate and distinct premises : Provided also that the Local Board shall not be required to discharge the said compensation water through the said gauge at or for any time during which they shall be unable so to do either by reason of any damage having happened to the said Reservoirs Nos. 5 and 6 or either of them or the works connected therewith or by reason of the same being emptied for cleansing or repairs if the Local Board shall during such period allow the whole of the water which would otherwise have been impounded in the said reservoirs to run down the Black Moss Water and such works of cleansing and repairs shall be executed with all reasonable despatch ;

(6.) If any difference arise between the Local Board and any person interested in the water to flow through or over the said gauges with respect to the construction or use thereof such difference shall be settled and determined by an hydraulic

engineer to be nominated (unless otherwise agreed upon between the parties in difference) on the application of either party after seven days notice in writing to the other of them by the President for the time being of the Institution of Civil Engineers and the costs of and incident to the reference shall be borne as the arbitrator shall direct ;

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- (7.) The provisions of this section shall be accepted and taken by all parties interested as full compensation for all water which the Local Board may can or shall at any time divert impound take appropriate and use from the brooks streams waters and springs authorised by this Act to be taken for the purposes of the Nelson Acts.

11. The following provisions shall apply and have effect for the supply of compensation water to and protection of the mills and estate of John Barrowclough of Barrowford in the county of Lancaster and his sequels in right all of whom are included in the expression "John Barrowclough" wherever used or referred to in this section :

For the protection of John Barrowclough.

- (1.) As full compensation to John Barrowclough for the water supply which he now derives from the land proposed to be acquired from him for the site of the Reservoir No. 4 by this Act authorised and any filters and other works which may hereafter under the powers of this Act be constructed on the higher side of the said reservoir the Local Board shall on the completion and filling with water of the said reservoir cause to flow or be discharged over or through a suitable measuring gauge to be fixed at the southerly angle of the land intended to be acquired from John Barrowclough for the site of the said reservoir not less than one thousand gallons of water in a regular and continuous flow on every day in the year :
- (2.) The Local Board shall construct and for ever hereafter maintain in good order and repair the said suitable measuring gauge over or through which the said compensation water shall flow or be discharged and the said gauge shall at all times be open to inspection and examination by John Barrowclough and his agents and if any differences arise between the Local Board and John Barrowclough in respect to the position form of construction state of repair or condition of the said gauge such differences shall be determined by an hydraulic engineer to be agreed on between the parties or in default of agreement to be nominated by the President for the time being of the Institution of Civil Engineers on the application of either party and the costs of and incident to a first reference shall be borne by the Local Board but the costs of and incident to any

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succeeding reference shall be borne as such engineer shall direct and determine :

- (3.) During the construction of the said reservoir and till the same is filled with water the Local Board shall not interfere with the supply of water on the site of the said reservoir to the mills and estate of John Barrowclough unless such interference is necessary for the construction of the said reservoir and the construction of the said reservoir when commenced shall be completed with all reasonable despatch :
- (4.) In case of any wilful or negligent act or omission of the Local Board or of their officers or servants by or in consequence of which the compensation water is not so discharged as provided by this section the Local Board shall for every day on which such neglect or default shall occur forfeit and pay to John Barrowclough (who may sue for and recover the same in any court of competent jurisdiction) the sum of five pounds and shall in addition make compensation to John Barrowclough for any loss damage or injury which he may have sustained by reason of such neglect or default in respect of which the aforesaid sum of five pounds is an insufficient compensation which compensation John Barrowclough may sue for and recover as aforesaid : Provided that the Local Board shall not be required to discharge the said compensation water at any time during which they shall be unable to do so by reason of damage having happened without any neglect or default on their part to the said reservoir or works connected therewith :
- (5.) The Local Board shall not appropriate or take any water from the lands of John Barrowclough other than those proposed to be acquired for the site of the said reservoir and other works connected therewith and shall at their own expense and to the reasonable satisfaction of John Barrowclough on the commencement of the construction of the said reservoir and works construct and maintain along the higher or north-westerly and southerly sides of the said reservoir a proper channel for the purpose of receiving any surface water from the lands of John Barrowclough other than those proposed to be acquired as aforesaid and causing the same to flow into the drains or streams below the said measuring gauge :
- (6.) The Local Board shall and they are hereby required from time to time and at all times for ever hereafter to pay and make good to John Barrowclough and his tenants of the said mills known as the Albert Mills Barrowford all loss costs charges sum, and sums of money damages and expenses whatsoever and for all injury of what nature or kind soever as well immediate as

consequential which he or they may suffer incur pay expend or be put to by reason or in consequence of the failure or giving way of the said reservoir or the works connected therewith. A.D. 1888.

12. The agreement between John Moorby of the first part Thomas Stuttard of the second part and the Local Board of the third part set forth in the First Schedule to this Act with reference to the sale and purchase of the lands therein mentioned is hereby confirmed and made binding upon the parties to such agreement. Confirming agreement with Messrs. Moorby and Stuttard.

13. In making any of the works shown on the deposited plans the Local Board may subject to the provisions of this Act deviate from the lines thereof within the limits of deviation shown on the deposited plans and may deviate from the levels shown on the deposited sections in the case of any reservoir to any extent not exceeding three feet upwards and five feet downwards and in the case of other works to any extent not exceeding ten feet but they shall not in the exercise of the power of lateral deviation hereby given construct the embankment of any reservoir of a greater height above the general surface of the ground than that shown on the deposited sections and three feet in addition. Lateral and vertical deviations.

14. The provisions with respect to the temporary occupation of lands incorporated with this Act shall apply only to the reservoirs and the works immediately connected therewith and for the purposes of this Act those provisions shall be read as if the said reservoirs and works were therein mentioned instead of the railway and the boundaries of the said reservoirs and works instead of the centre of the railway. Temporary occupation of lands.

15. If the works by this Act authorised (other than those numbered 3 6 and 14) are not completed within ten years after the passing of this Act and if the said works numbered 3 6 and 14 are not completed within fifteen years from the passing of this Act then on the expiration of those respective periods the powers of the Local Board under this Act for making the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof respectively as shall then be completed: Provided always that subject to the provisions of this Act the Local Board from time to time may alter enlarge and extend their tanks gauges gauge-basins engines machinery wells mains pipes and other works in such way and manner as shall be necessary for supplying water for the purposes of the Nelson Acts. Periods for completion of water-works.

16. Subject and according to the provisions and for the purposes of this Act the Local Board may from time to time enter upon take and use all or any of the lands delineated on the deposited plans and described in the deposited book of reference including certain hereditaments at Barley Green comprising the premises known as Power to take lands.

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Barley Green Mill and the buildings reservoir water rights easements and premises thereto belonging.

Periods for compulsory purchase of lands for waterworks.

17. The powers of the Local Board for the compulsory purchase of lands under this part of this Act shall not be exercised as regards lands required for the purposes of the works by this Act authorised (other than those numbered 3 6 and 14) after the expiration of three years and as regards lands for the said works numbered 3 6 and 14 after the expiration of seven years from the passing of this Act respectively.

Power to take additional lands by agreement.

18. The Local Board may from time to time under the authority of this Act for the purposes of their waterworks purchase by agreement any lands in addition to lands which they are authorised to take by compulsion and the Local Board may hold the same not exceeding in the whole at one time ten acres but they shall not on any such lands erect or authorise or permit the erection of any buildings.

Application of moneys from sale &c. of lands.

19. The Local Board shall apply all moneys from time to time received by them in respect of any sales exchanges or disposition of lands and premises by this Act authorised or by way of fine or premium on any lease in or towards paying off moneys borrowed and for the time being owing under this Act or if there shall be no moneys owing under this Act such proceeds shall be applied in or towards paying off any other moneys for the time being owing by the Local Board: Provided that such proceeds when used to pay off borrowed moneys shall not be applicable to the payment of instalments or to payments into the sinking fund except to such extent and upon such terms as may be approved by the Local Government Board.

For the protection of the justices of the peace for the county palatine of Lancaster.

20. Nothing in this Act contained shall lessen or control any right power or authority now vested in the justices of the peace for the county palatine of Lancaster for altering reconstructing or repairing any bridge or the lengths of roadway adjacent thereto repairable by the inhabitants of the said county or any hundred therein which may be crossed or affected by the works of the Local Board but all such rights powers and authorities shall remain in as full force as if this Act had not passed and the said justices shall not be liable to make any compensation whatever for any damage or injury to the Local Board by any such alteration reconstruction or repair: Provided that in effecting any such alteration reconstruction or repair nothing shall be done to impede or interfere with the works of the Local Board for any greater length of time or in any other manner than shall be necessary for the execution of the work and before commencing such alteration reconstruction or repair ten days notice thereof shall be given to the Local Board

and the said justices shall afford to the Local Board all necessary and reasonable temporary facilities for enabling them to continue the supply of water during such alteration or rebuilding : A.D. 1888.

If any bridge repairable by the inhabitants of the said county or of any hundred therein upon or along which any pipes of the Local Board are laid be altered or rebuilt by the justices of the said county the said justices may require the Local Board to alter any such pipes in such manner as the circumstances of the case may reasonably require :

Provided that in case of any difference between the said justices and the Local Board as to such alteration the same shall be referred to an arbitrator to be agreed upon between the parties or failing agreement to be appointed by the Board of Trade on the application of either party and the costs of the arbitration shall be in the discretion of the arbitrator.

PART III.

GAS.

21. And whereas by section 47 of the Act of 1866 it is provided that so long as the owners of any gasworks then existing within the gas limits as defined by that Act but beyond the district of the Local Board should be able and willing to afford to persons from time to time supplied by them a good and sufficient supply of gas at prices not higher than the maximum prices fixed by the said Act the Local Board should not supply any such persons without the written consent of those owners and by section 48 of the same Act it is provided that the Local Board from time to time by agreement with the owners of any gasworks then existing within the gas limits might purchase and acquire any gas plant mains pipes and distributing apparatus used by or belonging to such owners and might after the purchase thereof use maintain and enlarge or discontinue sell remove and dispose of the same for any of the purposes of the said Act with respect to gas : And whereas Robert Tunstill William Tunstill Harry Tunstill and Robert Tunstill the younger (in this section referred to as "the owners") are the owners of gasworks at Brierfield within the said limits which were the only gasworks there existing at the date of the passing of the said Act :

Confirming
agreement
for purchase
of Brierfield
Gasworks.

And whereas the owners and the Local Board have entered into the agreement set forth in the Second Schedule to this Act for the sale and purchase of the said gasworks and it is expedient that the same should be confirmed and that the recited proviso to section 47 of the Act of 1866 should be repealed : Therefore be it enacted as follows :

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Subject and without prejudice to the provisions of the next following section of this Act for the protection of the district of the Brierfield Local Board the said agreement set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto and the proviso to section 47 of the Act of 1866 herein-before recited shall be and the same is hereby repealed: Provided always that nothing in such agreement contained shall entitle the owners to require a supply of gas at a charge lower than the charge for the time being made without the district of the Local Board to consumers of two hundred thousand cubic feet per annum and upwards and that the rights and duties of the Brierfield Local Board as the surveyors of highways or as the sanitary authority of the district shall not be prejudiced or affected by the provisions of article 16 of the said agreement nor shall anything in the said agreement be taken as conferring upon the Local Board any right save as between them and the owners to erect or place any building or erection upon or over the sight of the public footpath referred to in such last-mentioned article.

For the protection of the district of the Brierfield Local Board.

22. For the protection of the district of the Local Board for the district of Brierfield in the county of Lancaster (in this section called "the Brierfield Local Board") the following provisions shall have effect (that is to say):

- (1.) The charge for gas supplied by the Local Board within the district of the Brierfield Local Board to consumers of two hundred thousand cubic feet per annum and upwards shall not exceed the charge per thousand cubic feet for the time being to consumers of a like quantity within the district of the Local Board and the charge to consumers of a less quantity in the district of the Brierfield Local Board shall not exceed such first-mentioned charge by more than threepence per thousand cubic feet:
- (2.) As between the Local Board and the Brierfield Local Board and their respective districts the Local Board shall not after the year ending the twenty-fifth day of March one thousand eight hundred and eighty-eight make out of their gas undertaking a greater profit in any one year than a sum equal to the amount of interest on the sum of one hundred thousand pounds which they have power to borrow under the Nelson Acts for gasworks purposes at the rates following (that is to say):
 - (a.) Ten pounds per centum upon the amount for the time being expended on capital account for gasworks purposes not exceeding sixty-five thousand pounds part of the said sum of one hundred thousand pounds:

(b.) Seven pounds per centum on so much of the residue of the said sum of one hundred thousand pounds as is for the time being expended on capital account for gasworks purposes : A.D. 1888.

(c.) For the purpose of the foregoing calculation the said amounts of sixty-five thousand pounds and thirty-five thousand pounds respectively or such portions thereof as are from time to time borrowed and expended by the Local Board shall not be affected or reduced by the repayment or redemption thereof or any part thereof in instalments or by the operation of any sinking fund but the district of the Brierfield Local Board shall not be called upon to pay or be debited with any proportion of any such instalments or payments towards a sinking fund as the case may be and from the amount of profit to which the Local Board shall be entitled as aforesaid shall be deducted the amount or proportion which (having regard to the aggregate payments from time to time made for gas consumed within the district of the Brierfield Local Board) shall represent the proportion which but for this provision such last-mentioned district would be liable to contribute towards such instalments or sinking fund :

But nothing in this sub-section contained shall prevent the Local Board from making out of their gas undertaking any greater profit than that herein-before limited provided that the charges for gas supplied by them within the district of the Brierfield Local Board do not exceed those which the Local Board would for the time being be entitled to make under the provisions of this section if their profits were limited as aforesaid :

(3.) In this section the expression "profit" shall mean the profit made by the Local Board out of their gas undertaking after paying all expenses of manufacture and distribution of gas all rents rates and taxes expenses of management repairs and maintenance and law expenses in connexion with such undertaking and setting aside a sufficient allowance for bad debts but not including any allowance for depreciation :

(4.) As between the Local Board and the Brierfield Local Board and their respective districts and for the purposes of this section only sections 35 36 and 37 of the Gasworks Clauses Act 1847 shall apply and have effect as if for the words "dividends to the amount herein-before limited" in section 35 of the last-mentioned Act were substituted the words "sums mentioned in section 22 of the Nelson Local Board Act 1888 as the profit which the Local Board may make out of their gas undertaking in any one year" and for the words "any

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“ two gas ratepayers within the limits of supply of the special
 “ Act ” were substituted the words “ the Brierfield Local Board ”
 and section 35 of the Gasworks Clauses Act 1871 shall apply
 and have effect as if the word “ June ” were substituted for the
 word “ March ” therein and as if the words “ the twenty-fifth
 “ day of March ” were substituted for the words “ thirty-first
 “ day of December ” therein and as if the words “ the Brierfield
 “ Local Board ” were substituted for the words “ the local
 “ authority of every district within the limits of the special
 “ Act ” therein.

PART IV.

SEWAGE DISPOSAL.

Power to
 acquire lands
 for sewage
 purposes.

23. Subject to the provisions of this Act and in addition to any other lands which the Local Board are by this Act authorised to acquire the Local Board may enter upon take hold and use the lands following delineated on the deposited plans and described in the deposited book of reference relating thereto (that is to say):

(1.) Certain lands formerly forming part of the farm known as Linedred in the township of Great and Little Marsden aforesaid and now occupied and held by the Local Board for sewage purposes and lying on the east side of the stream called Pendle Water and containing one acre two roods and ten perches or thereabouts:

(2.) Certain other lands forming part of the said farm and lying on the northerly side of the said first-mentioned lands and on the south-easterly side of Pendle Water aforesaid and containing nine acres one rood and seventeen perches or thereabouts:

And the Local Board may use the said lands or any part thereof for and may place thereon works for the reception treatment and disposal of sewage.

Confirming
 agreement
 with Lady
 O'Hagan.

24. The agreement between the Right Honourable Alice Mary Baroness O'Hagan of the one part and the Local Board of the other part set forth in the Third Schedule to this Act with reference to the sale and purchase of the lands therein mentioned is hereby confirmed and made binding on the parties to such agreement.

Period for
 compulsory
 purchase of
 lands for
 sewage
 purposes.

25. The powers of the Local Board for the compulsory purchase of lands under this part of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to
 agree for
 easements.

26. Persons empowered by the Lands Clauses Consolidation Act 1845 or otherwise 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 Local Board and the Local Board may take and hold any easement right or privilege 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. A.D. 1888.

27. If the Local Board shall not within three years from the twenty-fifth day of March one thousand eight hundred and eighty-eight place upon the said lands such works for the reception treatment and disposal of the sewage of the district as shall prevent any offence being thereby committed against the Rivers Pollution Prevention Act 1876 the Local Government Board (or other the authority for the time being empowered to make orders under section 299 of the Public Health Act 1875) may make an order limiting the time for the execution of such works and such order shall be enforceable in the same manner as if it were an order made under the last-mentioned section of the Public Health Act 1875. Local Board to execute works for disposal of sewage.

28. The Local Board shall not under the powers of this Act without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers. For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them. Restriction on acquiring houses occupied by labouring class.

PART V.

INFECTIOUS DISEASES.

29. For the purposes of this Act "infectious disease" means Definitions. and includes small-pox cholera typhus typhoid scarlet relapsing continued and puerperal fever scarlatina and diphtheria and such other diseases as the Local Board under the provisions and for the purposes of this Act may from time to time declare to be infectious "registered medical practitioner" means any person for the time

A.D. 1888. being registered under the Medical Act 1858 or any Act amending the same.

Other diseases may be declared to be within the foregoing provision.

30. The Local Government Board may on the application of the Local Board order that any infectious disease other than those specifically mentioned in this Act shall be deemed to be an infectious disease within and subject to the provisions of this Act :

- (1.) Any such order may be permanent or temporary only and if temporary the period during which it is to continue in force shall be specified therein and the Local Board shall give public notice of the order by publishing the same by advertisement in one or more of the local newspapers circulating in the district and after such public notice has been given the provisions of this Act shall so long as the order continues in force apply to the disease specified therein in like manner in all respects as if the disease were an infectious disease specifically mentioned in this Act :
- (2.) The production of the newspaper containing a copy of the order shall be conclusive evidence that public notice of the order has been so given :
- (3.) The Local Board shall immediately after any such order shall have been made send a copy thereof to each registered medical practitioner residing in the district but the omission to send any such copy shall not affect the validity of such order.

Notice to be given of persons suffering from infectious disease.

31. In order to secure that due notice be given to the Local Board of any inmate of any building used for human habitation who is suffering from any infectious disease the following provisions shall take effect (that is to say) :

- (1.) If any such inmate be suffering from any infectious disease the occupier or the person having the charge management or control of such building (or if such occupier or person be prevented by reason of illness or other unavoidable cause then the person in charge of such inmate) shall so soon as he shall become aware of the existence in any such inmate of any such disease forthwith give notice thereof to the medical officer of health at his office :
- (2.) If such inmate be not a member of the family of such occupier or person the head of the family (resident in such building) to which such inmate belongs or if there be no such head or if such head be prevented by illness or other unavoidable cause then such inmate (unless prevented by reason of such disease or of youth) shall on becoming aware of the existence in such inmate or in his own person as the case may be of such disease forthwith give notice thereof to such occupier or person :

A.D. 1888.

(3.) The Local Board shall provide and supply gratuitously to every registered medical practitioner resident or practising in the district who shall apply for the same forms for the certificate or declaration to be made by such registered medical practitioner of the particulars herein-after mentioned in relation to such cases according to the form set forth in the Fourth Schedule to this Act :

(4.) Every registered medical practitioner attending on or called in to visit such inmate shall on becoming aware that such inmate is suffering from any infectious disease forthwith fill up sign and deliver or send to the medical officer of health at his office a certificate or declaration stating according to the form set forth in the Fourth Schedule to this Act the name of such inmate the situation of such building the name of such occupier or person and the nature of the infectious disease from which in the opinion of such registered medical practitioner such inmate is suffering :

(5.) The Local Board shall pay to every registered medical practitioner who shall in pursuance of this section duly make and give any such certificate or declaration a fee of two shillings and sixpence for each such certificate or declaration in respect of cases occurring in his private practice and a fee of one shilling for each such certificate or declaration in respect of cases occurring in his practice as a medical officer to any public body or institution :

(6.) Every person who shall wilfully offend against any of the enactments contained in this section shall for every such offence be liable to a penalty not exceeding forty shillings.

32. Whenever it shall be certified to the Local Board by the medical officer of health or by any other registered medical practitioner that the outbreak or spread of infectious disease is in the opinion of such medical officer of health or medical practitioner attributable to the milk supplied by any cowkeeper purveyor of milk or occupier of a dairy milkstore or milkshop the Local Board may require such cowkeeper purveyor of milk or occupier to furnish to them within a time to be fixed by them a full and complete list of the names and addresses of all his customers within the district and such cowkeeper purveyor of milk or occupier shall furnish such list accordingly and the Local Board shall pay to him for every such list the sum of sixpence and after the rate of sixpence for every twenty-five names contained therein but no such payment shall exceed three shillings and every person who shall wilfully or knowingly offend against this enactment shall for each such offence

Cowkeepers and others to furnish lists of customers in certain cases.

A.D. 1888. be liable to a penalty not exceeding five pounds and to a daily penalty not exceeding forty shillings.

Medical officer may inspect dairies &c. beyond district in certain cases.

33. In case the medical officer of health shall have reasonable cause to believe that any person in the district is suffering from infectious disease attributable to milk supplied within the district from any farmhouse dairy cowshed milkshop or place situate beyond the district or that the consumption of milk from such farmhouse dairy cowshed milkshop or place is likely to cause infectious disease to any person residing in the district such medical officer shall if authorised in that behalf by an order of a justice having jurisdiction in the place where such farmhouse dairy cowshed milkshop or place is situate have power to inspect such farmhouse dairy cowshed milkshop or place and if on such inspection he shall be of opinion that infectious disease is caused or is likely to arise from consumption of the milk supplied therefrom he shall report thereon to the Local Board who may thereupon give notice to the occupier of such farmhouse dairy cowshed milkshop or place not to supply any milk therefrom within the district until such notice has been withdrawn by the Local Board and the Local Board shall forthwith give notice of the facts to the local authority acting in execution of the Contagious Diseases (Animals) Acts 1878 to 1886 of the district in which such farmhouse dairy cowshed milkshop or place is situate in order that such further measures may be adopted in relation thereto as may be considered proper and as may be within the province of such last-mentioned authority. Any person refusing to permit the medical officer of health on the production of such order as aforesaid to inspect any such farmhouse dairy cowshed milkshop or place or after any such notice not to supply milk as aforesaid has been given supplying any milk therefrom within the district or selling it for consumption therein until such notice has been withdrawn as aforesaid shall be deemed guilty of an offence against this Act and shall on summary conviction be liable to a penalty not exceeding five pounds for such offence and to a daily penalty not exceeding forty shillings: Provided always that proceedings for the recovery of any penalty under this enactment shall be taken before the justices of the peace having jurisdiction in the place where the said farmhouse dairy cowshed milkshop or place is situate.

Persons engaged in washing or mangling clothes to furnish lists of owners of clothes in certain cases.

34. Whenever it shall be certified to the Local Board by the medical officer of health that it is desirable with a view to prevent the spread of infectious disease that he should be furnished with a list of the customers of any person earning a livelihood or deriving gain by the washing or mangling of clothes the Local Board may require such person to furnish to them a full and complete list of the names and addresses of the owners of clothes for whom such person

washes or mangles or has washed or mangled during the past six weeks and such person shall furnish such list accordingly and the Local Board shall pay to him or her for every such list the sum of sixpence and after the rate of sixpence for every twenty-five names contained therein but no such payment shall exceed three shillings and every person who shall wilfully or knowingly offend against this enactment shall for each such offence be liable to a penalty not exceeding five pounds and to a daily penalty not exceeding forty shillings. A.D. 1888.

35. Where the Local Board are of opinion on the certificate of the medical officer of health or of any other registered medical practitioner that the cleansing and disinfecting of any house or part thereof and of any articles therein likely to communicate any infectious disease or to retain infection would tend to prevent or to check infectious disease and that such cleansing and disinfection could more effectually be carried out by the Local Board than by the owner or occupier of such house or part thereof the Local Board without requiring such owner or occupier to carry out such cleansing and disinfection as aforesaid may if they think fit but at their own cost themselves cleanse and disinfect such house or part thereof and such articles and may for that purpose remove any such articles and shall make compensation to such owners or occupiers for all property or articles destroyed or injured by the exercise of the provisions of this section and any person who shall obstruct any duly authorised officer of the Local Board in carrying out the provisions of this section shall be liable to a penalty not exceeding five pounds and to a daily penalty not exceeding forty shillings. Further powers in relation to disinfection of premises.

36. Every person who shall cease to occupy any house room or part of a house in which any person has within six weeks previously been suffering from any infectious disease without having such house room or part of a house and all articles therein liable to retain infection disinfected to the satisfaction of a registered medical practitioner as testified by a certificate signed by him or without first giving to the owner of such house room or part of a house notice of the previous existence of such disease and every person ceasing to occupy any house room or part of a house and who on any question by the owner thereof or by any person negotiating for the hire of such house room or part of a house as to the fact of there having within six weeks previously been therein any person suffering from any infectious disease knowingly makes a false answer to any such question shall be liable to a penalty not exceeding ten pounds. Penalty on persons ceasing to occupy house without previous disinfection or giving notice to owner or making false answers.

37. No person shall without the sanction in writing of the medical officer of health or of a registered medical practitioner Prohibiting the retention of dead

A.D. 1888. retain unburied elsewhere than in a mortuary for more than forty-eight hours the dead body of any person who has died of any infectious disease and any person offending against this enactment shall be liable to a penalty not exceeding ten pounds and to a daily penalty not exceeding forty shillings.

Bodies of persons dying in hospital &c. of infectious diseases to be removed only for burial.

38. If any person shall die from any infectious disease in any hospital or place of temporary accommodation and the medical officer of health or any registered medical practitioner certifies that in his opinion it is desirable in order to prevent the risk of communicating any infectious disease or of spreading infection that the dead body shall not be removed from such hospital or place except for the purpose of being forthwith buried it shall not be lawful for any person or persons to remove such dead body from such hospital or place except for the last-mentioned purpose and when the dead body is taken out of such hospital or place for that purpose it shall be forthwith carried or taken directly to some cemetery or place of burial and shall be forthwith there buried and any person wilfully offending against this section shall be liable to a penalty not exceeding fifty pounds: But nothing in this section shall prevent the removal of any dead body from any such hospital or place of temporary accommodation to any mortuary and such mortuary shall for the purposes of this section be deemed to be part of such hospital or place of temporary accommodation.

Justices may in certain cases order dead bodies to be buried.

39. Where the body of any person who has died from any infectious disease remains unburied elsewhere than in a mortuary for more than forty-eight hours after death without the sanction of the medical officer of health or of a registered medical practitioner or is retained in a room in which persons live or sleep or where the dead body of any person is retained in any house or building so as to endanger the health of the inmates of such house or building or of any adjoining or neighbouring house or building any justice may on the application of the medical officer of health order the body to be removed at the cost of the Local Board to any mortuary provided by the Local Board and may direct the same to be buried within a time to be limited in the order or such justice may in the case of the body of any person who has died of any infectious disease or in any case in which he shall consider immediate burial necessary direct such body to be so buried without requiring the same to be removed to a mortuary and unless the friends or relatives of the deceased undertake to bury and do bury the body within the time limited by such order it shall be the duty of the relieving officer to bury such body at the expense of the poor rate but any expense so incurred may be recovered by the relieving officer in a summary manner from any person legally liable to pay the expense of such

burial. Any person obstructing the execution of an order made by a justice under this section shall be liable to a penalty not exceeding five pounds. A.D. 1888.

40. Any person who hires or uses a public conveyance other than a hearse for the conveyance of the corpse of a person who has died from any infectious disease without previously notifying to the owner or driver of such public conveyance that the person whose corpse is or is intended to be so conveyed has died from infectious disease and any owner or driver of a public conveyance other than a hearse which has been used for conveying the corpse of a person who has died from infectious disease who shall not immediately afterwards provide for the disinfection of such conveyance shall be liable to a penalty not exceeding five pounds. Corpses not to be carried in public conveyances.

41. Any keeper of a common lodging-house in the district who fails to give the notice required by section eighty-four of the Public Health Act 1875 shall be liable to a penalty not exceeding forty shillings and to a daily penalty not exceeding five shillings. Penalty for offences under Public Health Act.

42. No penalty under this part of this Act shall be recoverable except on the information or complaint of the Local Board or of the medical officer of health or of the inspector of nuisances. Recovery of penalties under this part of Act.

43. The Local Board shall from time to time provide temporary shelter or house accommodation for the members of any family in which any infectious disease has appeared and who have been compelled to leave their dwellings for the purpose of enabling such dwellings to be disinfected and shall also if necessary provide or contract with some person or persons to provide nurses for attendance upon persons suffering from any infectious disease within the district or upon children who may have been compelled to leave their dwellings as aforesaid and shall be enabled to charge a reasonable sum for the service of any nurse provided by them. Temporary shelter &c.

44. Nothing in or done under this Act shall interfere with the operation or effect of the Contagious Diseases (Animals) Acts 1878 to 1886 or of any order license or act of Her Majesty's Privy Council or the Local Government Board made granted or done or to be made granted or done thereunder or of any order regulation license or act of a local authority made granted or done or to be made granted or done under any such order of the Privy Council or the Local Government Board or exempt the dairies milkstores or milk-shops or any building or thing whatsoever or any body or person from the provisions of any general Act relating to dairies milk or animals already passed or to be passed in this or any future session of Parliament. Saving for Acts relating to dairies animals &c.

A.D. 1888.

PART VI.

FINANCE.

Power to
borrow.

45. In addition to any other moneys which the Local Board are authorised to borrow they may from time to time borrow at interest on mortgage of their revenue from their waterworks and gasworks and markets and of the district fund and the general district rates leviable by them or on any of such securities either together or separately such sums as they from time to time think requisite for the purposes herein-after mentioned not exceeding the following (that is to say):

For waterworks purposes	-	-	-	£130,000
For gasworks purposes	-	-	-	£50,000
For purchase of sewage lands and works of sewage disposal	-	-	-	£20,000
For widening and improving streets and bridges in accordance with section 4 of the Burnley and District Tramways and Extensions Order 1887 and incidental thereto	-	-	-	£1,000
For the private street improvements mentioned in the Fifth Schedule to this Act	-	-	-	£10,000
For the expenses of this Act such sum as may be necessary.				

Extending to
moneys
borrowed
under this
Act certain
provisions of
the Acts of
1866 1879
and 1886.

46. Section 71 of the Act of 1866 (except so much thereof as incorporates sections 80 and 84 of the Commissioners Clauses Act 1847) sections 49, 51 and 59 of the Act of 1879 and sections 76, 78 (as amended by this Act), 79, 80, 81, 83, 85, 86 (except so much of the last-mentioned section as relates to the accounts of the highway parish or reputed highway parish of Great Marsden) and 87 of the Act of 1886 shall so far as the same are applicable and except as expressly varied by this Act apply to the moneys by this Act authorised to be borrowed and to the Local Board and the clerk and the mortgagees in respect thereof as fully and effectually as if such moneys had formed part of the moneys by those Acts respectively authorised to be borrowed.

Amending
section 78 of
Act of 1886.

47. Section 78 of the Act of 1886 shall be read and construed as if the following proviso had been inserted therein in lieu of the second proviso to that section (that is to say): Provided also that whenever and so long as the securities constituting any sinking fund shall be equal in value at the market price of the day to the principal moneys then outstanding and to be paid off by means of such fund the Local Board may in lieu of investing the yearly income arising from such fund apply the same in payment of the

annual interest of such principal moneys and may during such periods discontinue the payment to such sinking fund of the yearly sums by this Act required to be paid thereto. A.D. 1888. —

48. With respect to the repayment of moneys to be borrowed under the powers of this Act the following provisions shall have effect (that is to say): As to repayment of borrowed moneys.

(1.) The Local Board shall repay all moneys borrowed by them under the powers of this Act within the respective periods herein-after mentioned from the twenty-fifth day of March next after the date when the same shall have been respectively borrowed;

As regards moneys borrowed for waterworks purposes fifty years;

As regards moneys borrowed for gasworks purposes thirty years;

As regards moneys borrowed for purchase of sewage lands and works of sewage disposal forty years;

As regards moneys borrowed for widening and improving streets and bridges sixty years;

As regards moneys borrowed for private street improvements twenty years;

As regards moneys borrowed for paying the costs of this Act ten years:

(2.) And such repayment shall be effected either by equal yearly or half-yearly instalments of principal or of principal and interest;

Or by means of sinking funds to be annually set apart and accumulated at compound interest and to be applied and invested in manner herein prescribed;

Or partly by such instalments and partly by sinking funds:

(3.) And the annual sums so set apart for sinking funds shall be such equal sums as will with the accumulations thereof at compound interest at a rate not exceeding three and a half per centum per annum be sufficient to pay off the said principal sums in the said respective periods.

49. All moneys borrowed by the Local Board under this Act shall be applied in payment of their costs charges and expenses of and preliminary and incidental to the preparing for obtaining and passing of this Act and to the several purposes of this Act in respect of which the same were respectively borrowed and to which capital is properly applicable and to no other purpose. Application of moneys borrowed.

50. The Local Board may if they think fit borrow any moneys which they are by this Act authorised to borrow under the powers Power to borrow under

A.D. 1888.
Local Loans
Act 1875.

and subject to the provisions of the Local Loans Act 1875 as amended by the Local Loans Sinking Funds Act 1885 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. Any moneys borrowed by the Local Board in manner by this section authorised shall be a charge upon and shall be paid out of the same funds and rates as they would be charged upon and paid out of if raised by way of mortgage under this Act and such funds and rates shall in each case be deemed to be the local rate as defined by the Local Loans Act 1875. Every such loan shall be discharged within the time prescribed in that behalf by this Act. Provided always that if the Local Board at any time think fit to form a sinking fund all sums of money paid into the same shall be as soon as may be invested by the Local Board in the manner in which sinking funds are by this Act authorised to be invested or applied in paying off a portion of the principal moneys owing by the Local Board under this Act.

PART VII.

MISCELLANEOUS.

Amendment
of provisions
of Act of
1866 as to
committees.

51. The chairman for the time being of the Local Board shall be ex-officio a member of any committee for the time being appointed under the provisions of section 8 of the Act of 1866 and any such committee may notwithstanding anything in the said section contained consist of five members in addition to such ex-officio member.

Form and
service &c.
of notice by
Local Board.

52. The provisions of the Public Health Act 1875 with respect to notices orders and other such documents and the authentication and service thereof shall except where otherwise expressly provided apply to notices orders and other such documents under this Act:

Provided that in the case of a railway company any such notice order or other document shall be delivered or sent by post addressed to the secretary of the company at their principal office or place of business.

Saving for
general Acts.

53. Nothing in this Act shall exempt the Local Board from the provisions of any general Act passed or to be passed for the improvement of the sanitary condition of towns or the abatement of nuisances.

Saving for
action &c.

54. Nothing in this Act shall exempt the Local Board from any indictment suit action or other proceeding at law or in equity in respect of any nuisance caused by them.

55. Every penalty imposed by this Act shall be recoverable in a summary manner and section two hundred and fifty-one of the Public Health Act 1875 shall extend and apply to the recovery thereof and such penalty shall (except where the Local Board is the party by whom the penalty is to be paid) belong to the Local Board and shall be paid to the treasurer of the Local Board and shall be carried by him to the credit of the district fund.

A.D. 1888.

Application
of penalties.

56. Any justice who issues a warrant of distress for any purpose of this Act may order that the costs of recovery of the money to be levied be paid by the person 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.

57. The costs charges and expenses preliminary to and of and incidental to the preparing of and applying for and the obtaining and passing of this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Local Board in the first instance out of the district fund and general district rate and ultimately out of money borrowed under and subject to the provisions of this Act and such costs shall include the costs of and incidental to complying with the provisions of the Act of the session of Parliament held in the thirty-fifth and thirty-sixth years of the reign of Her present Majesty chapter ninety-one with respect to the Bill for this Act and all matters relating thereto and shall be debited to such accounts and in such proportion as the Local Board shall think fit.

Expenses of
Act.

A.D. 1888.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

ARTICLES OF AGREEMENT made this first day of June one thousand eight hundred and eighty-eight between JOHN MOORBY of Narrow Gates Mill in the township of Barley with Wheatley in the county of Lancaster cotton spinner and manufacturer of the first part THOMAS STUTTARD of Lawnswood Swinton Park in Manchester in the said county cotton spinner and manufacturer of the second part and the LOCAL BOARD for the DISTRICT OF NELSON in the said county (herein-after called "the Board") of the third part.

WHEREAS the Board have presented a Bill to Parliament (herein-after called "the Bill") for (inter alia) power to make and maintain the reservoirs conduits lines of pipes roads and other works shown on the deposited plans and particularly described in clause 7 of the Bill and to divert impound and take by compulsion or otherwise and to appropriate and use all the waters of the brooks or streams called the Ogden Water the Water Gate and the Black Moss Water and of the several tributaries of the said brooks or streams which now directly or derivatively flow or proceed into or supply the said brooks or streams or any of them which will or may be intercepted or abstracted by means of the works to be authorised by the Bill:

And whereas under the compulsory powers of the Bill mills lands water rights or other hereditaments belonging to the said John Moorby and Thomas Stuttard respectively are intended to be taken interfered with or injuriously affected:

And whereas the said John Moorby and Thomas Stuttard object to the provisions of the Bill and have presented a petition against the same:

And whereas the Board are desirous of avoiding opposition to the Bill by the said John Moorby and Thomas Stuttard:

And whereas in consideration of the said John Moorby and Thomas Stuttard withdrawing their opposition to the Bill and for other the considerations herein-after contained it has been agreed that the Board shall purchase the respective mills and premises of the said parties hereto of the first and second parts on the terms and conditions herein-after expressed:

Now these presents witness that for the considerations aforesaid and in effectuation of the said recited arrangement in this behalf the said parties hereto of the first and second parts do hereby respectively for themselves and their respective heirs executors administrators and assigns covenant promise and agree to and with the Board their successors and assigns and the Board do hereby covenant promise and agree to and with the said parties hereto of the first and second parts respectively and their respective heirs executors administrators and assigns in manner following (that is to say):—

1. The said John Moorby will sell and the Board will purchase at the price of six thousand pounds all that mill and premises (partly copyhold in fee and partly

leasehold) held of the forest of Pendle in the said county called Narrow Gates Mill with the warehouses offices buildings reservoir weirs cauls watercourses conveniences and other rights and appurtenances thereto belonging and the turbine water-wheel steam-engine steam-boiler main and cross shafing steam gas and water pipes therein and also the gasworks and chimney belonging thereto subject nevertheless as to certain parts thereof which are leasehold to certain yearly rents amounting to eight pounds five shillings and subject as to the whole to the manorial rents and incidents of tenure.

2. The said John Moorby will deliver to the Board on demand made but not earlier than one month from the date hereof an abstract of his title to the said hereditaments commencing with a surrender of the fourth of May one thousand eight hundred and seventy-eight and the Board shall within twenty-one days after the delivery of the abstract state in writing and send to Messrs. Easthams and Aitken the solicitors for the said John Moorby at their office at Clitheroe all objections and requisitions in respect of the title and all objections and requisitions if any not sent within that time shall be deemed to be waived.

3. The production of the receipts for the last payments due for rent in respect of the leasehold portions of the premises shall be deemed conclusive evidence that all the covenants and conditions contained in the leases thereof have been duly performed and observed or that all breaches if any of such covenants and conditions have been waived up to the day of completion of the purchase.

4. The Board shall pay to the said John Moorby on the twenty-ninth day of September next the said sum of six thousand pounds and the said purchase shall be completed at the office of the said Messrs. Easthams and Aitken in Clitheroe on that day and thereupon the said John Moorby and all other necessary parties shall make and execute a proper assurance of the said hereditaments to the Board as to the greater portion thereof in fee according to the custom of the said forest and as to the residue thereof for the residues of the respective terms of nine hundred and ninety-nine years respectively subsisting therein subject to the said yearly rents and the lessees covenants and conditions affecting the same and if from any cause the completion of the purchase is delayed beyond the said twenty-ninth of September the purchase money is to bear interest at the rate of four pounds per centum per annum from that day to the day of actual payment thereof: Provided always and it is agreed and declared by and between the Board and the said John Moorby that nothing herein contained shall prejudice or lessen the right of the said John Moorby to be paid for any land which may be taken by the Board or for any easements of laying conduits which the Board may require in or over the farm of the said John Moorby referred to in paragraph 6 of the said petition: But that as regards such farm the said John Moorby shall not be affected or prejudiced by this Agreement.

5. The said Thomas Stuttard will sell and the Board will purchase at the price of seven thousand pounds all that mill and premises held of the forest of Pendle in the said county situate at Rough Lee aforesaid with the buildings reservoir weirs cauls watercourses conveniences rights and appurtenances thereto belonging and the water-wheel steam-engines steam-boiler main and cross shafing steam gas and water pipes therein and also the gasworks and chimney belonging thereto with the four cottages belonging to him the said Thomas Stuttard adjacent thereto subject to manorial rents and incidents of tenure: And also the right of making and constructing a tunnel and other rights granted by a certain indenture bearing date the twenty-third day of April one thousand eight hundred and

A.D. 1888. — fifty-three made between Martin Smith of the one part and James Roberts and William Roberts of the other part for conveying water from and out of Rough Lee Water into the reservoir of the said mill subject in regard to such rights as is mentioned in the same indenture.

6. The said Thomas Stuttard will on demand made but not earlier than one month from the date hereof deliver to the Board an abstract of his title to the said hereditaments commencing with a surrender of the thirtieth of August one thousand eight hundred and eighty-one and the Board shall within twenty-one days after the delivery of the abstract state in writing and send to the solicitors for the said Thomas Stuttard the said Messrs. Easthams and Aitken at their office at Clitheroe all objections and requisitions in respect of the title and all objections and requisitions if any not sent within that time shall be deemed to be waived. The Board shall assume that the rights and privileges granted by the said indenture of the twenty-third of April one thousand eight hundred and fifty-three are now vested in the said Thomas Stuttard.

7. The Board shall pay to the said Thomas Stuttard on the twenty-ninth day of September next the said sum of seven thousand pounds and the said purchase shall be completed at the office of the said Messrs. Easthams and Aitken on that day and thereupon the said Thomas Stuttard and all other necessary parties shall make and execute a proper assurance of the said hereditaments to the Board in fee according to the custom of the said forest and if from any cause the completion of the purchase is delayed beyond the said twenty-ninth of September the purchase money shall bear interest at the rate of four pounds per centum per annum from that day to the day of actual payment thereof.

8. The said mills and premises respectively shall from the date when the Bill shall receive the royal assent be at the risk of the Board and after that date the Board may if they think fit and at their own risk as to all other persons except the parties hereto forthwith and from time to time take and use water from the said Ogden Stream for the purposes of their waterworks undertaking by means of a conduit or pipe without making any compensation or satisfaction whatsoever to the said parties hereto of the first and second parts: Provided always and it is hereby declared and agreed that in the event of all or any part of the premises being destroyed or damaged by fire before the Bill receives the royal assent the parties hereto of the first and second parts shall respectively be entitled to receive and retain all moneys payable under any policy or policies of insurance thereon for their absolute benefit respectively but all moneys so received shall be laid out and expended in the re-building and restoration of the premises in respect of which they shall have been paid.

9. The said parties hereto of the first and second parts shall respectively be entitled to retain all title deeds and writings which respectively relate to the said mills jointly with other property and shall if required give at the expense of the Board attested copies to the Board and a statutory acknowledgment for the production of such title deeds and writings and undertaking for the safe custody thereof.

10. The Board shall pay all costs and expenses which shall be incurred by the parties hereto of the first and second parts in and about the deduction and verification of their respective titles to the aforesaid mills and premises and also the costs and expenses of or incidental to the preparation and execution of all surrenders and assurances which may be necessary for vesting the same respective mills and premises in the Board.

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11. The said John Moorby on the purchase being completed shall become tenant under the Board of the said Narrow Gates Mill and premises for a term of three years from the said twenty-ninth of September next at a yearly rent of three hundred pounds payable by equal half-yearly payments upon the terms and subject to the covenants following that is to say: (a.) The said John Moorby will pay all rates and taxes to be charged upon or payable for the said premises during the tenancy (except property and land tax) and will during the tenancy keep the said mill and premises in tenantable repair and condition (except the roofs main walls and main timbers thereof) reasonable wear and tear and damage by fire explosion floods or tempest excepted and will pay the said rent in manner aforesaid (damage by the means aforesaid excepted) unless the tenancy shall be determined under this clause sub-section (d.) of these presents and will once at least during the tenancy paint with two coats of good oil-colour all inside wood and ironwork usually painted and whitewash all walls ceilings and other internal parts of the said mill and premises as are usually whitewashed. (b.) The said John Moorby his executors or administrators shall not assign or underlet or part with the possession of any part of the said premises without the previous consent in writing of the Board. (c.) The Board will during the tenancy repair and keep in good repair the roofs main walls and main timbers of and belonging to the said mill and premises and keep pointed the stone and other pointed outside work of the said mill. (d.) In the event of the said mill and premises or the reservoir weirs or mill-race being damaged or destroyed by fire explosion flood or tempest during the tenancy to such an extent as to render any material or important part thereof unfit for the manufacture carried on thereat or to deprive the mill of its motive power from the said turbine-wheel then and in such case the said term shall altogether cease and be determined. (e.) In the event of the said mill and premises or the reservoir weirs or mill-race being only partially damaged or injured by the means aforesaid so as not materially to interfere with the manufacture carried on at the said mill then and in such case the said rent shall cease to be payable during the time the same is being repaired and restored and a proportionate deduction shall be made from the next half-year's rent which shall become payable. (f.) In laying down the main conduit for the new waterworks to be authorised by the Bill in the road from the highway in the village of Barley past the said mill the Board shall not unnecessarily interfere with the use of the said road by the said John Moorby or his servants. (g.) All disputes which may arise during the said tenancy between the said John Moorby and the Board shall be settled by two arbitrators (one to be appointed by each party) or by their umpire under the provisions of the Common Law Procedure Act 1854. (h.) If the said rent shall be in arrear for twenty-one days whether the same shall have been legally demanded or not or if there shall be any breach of any covenant condition or stipulation herein contained or in any lease to be executed in pursuance hereof and on the part of the said John Moorby to be observed or performed or if the said John Moorby shall become bankrupt or enter into any arrangement with his creditors or in any way make himself amenable to any then subsisting bankruptcy statute the Board may re-enter upon the said premises and determine the said tenancy.

12. The said Thomas Stuttard on the said purchase being completed shall become tenant under the Board of the said Rough Lee Mill cottages and premises for a term of seven years from the said twenty-ninth day of September next at a yearly rent of three hundred pounds payable by equal half-yearly payments upon the terms and subject to the covenants following (that is to say): (a.) The

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said Thomas Stuttard will pay all rates and taxes to be charged upon or payable for the premises except property and land tax and will during the said term keep the said mill cottages and premises in tenantable repair and condition (except the roofs main walls and main timbers thereof reasonable wear and tear and damage by fire explosion floods or tempest excepted) and will pay the said rent in manner aforesaid (damage by the means aforesaid excepted) and will twice at least during the tenancy paint with two coats of good oil-colour all inside wood and ironwork usually painted and whitewash all walls ceilings and other internal parts of the said mill and premises as are usually whitewashed unless the tenancy shall be determined under this clause sub-section (d.) of these presents. (b.) The said Thomas Stuttard his executors or administrators shall not assign or underlet or part with the possession of any part of the said premises without the previous consent in writing of the Board. (c.) The Board will during the tenancy repair and keep in good repair and condition the roofs main walls and main timbers of and belonging to the said mill cottages and premises and keep pointed the stone and other pointed outside work of the said mill. (d.) In the event of the said mill and premises or the reservoir weirs or mill-race being damaged or destroyed by fire explosion flood or tempest during the said term to such an extent as to render any material or important part thereof unfit for the manufacture carried on thereat or to deprive the said mill of its motive power from the water-wheel then and in such case the said term shall altogether cease and be determined. (e.) In the event of the said mill and premises or the reservoir weirs or mill-race being only partially damaged or injured by the means aforesaid so as not materially to interfere with the manufacture carried on at the said mill then and in such case the said rent shall cease to be payable during the time the same is being repaired and restored and a proportionate deduction shall be made from the next half-year's rent which shall become payable. (f.) All disputes which may arise during the said tenancy between the said Thomas Stuttard and the Board shall be settled by two arbitrators (one to be appointed by each party) or by their umpire under the provisions of the Common Law Procedure Act 1854. (g.) If the said rent shall be in arrear for twenty-one days whether it shall have been legally demanded or not or if there shall be any breach of any covenant condition or stipulation herein contained or in any lease to be executed in pursuance hereof and on the part of the said Thomas Stuttard to be observed or performed or if the said Thomas Stuttard shall become bankrupt or enter into any arrangement with his creditors or in any way make himself amenable to any then subsisting bankruptcy statute the Board may re-enter upon the said premises and determine the said tenancy.

13. The Board will as soon as conveniently may be after the completion of the assurances to be made to them according to the provisions of these presents at the request of the said John Moorby and Thomas Stuttard respectively surrender or covenant to surrender according to the custom of the said forest of Pendle the said Narrow Gates Mill and premises to the use of the said John Moorby for such term at such rent and subject to such covenants and conditions as are herein-before mentioned in that behalf and the said mill and other premises at Rough Lee to the use of the said Thomas Stuttard for such term at such rent and subject to such covenants and conditions as are herein-before mentioned in that behalf.

14. The parties hereto of the first and second parts will forthwith withdraw their said petition and this agreement shall be scheduled to and confirmed by the Bill and the Board shall use its best endeavours to carry through Parliament

and obtain the royal assent to the Bill in such form as to authorise and provide for the carrying into effect of all the foregoing provisions of this agreement and if the Bill in such form as aforesaid shall not become law in the course of the present year then all the foregoing provisions hereof save and except clause 15 hereof shall be cancelled and nullified. A.D. 1888.

15. The Board shall and will within three months from the date hereof pay to the said John Moorby one moiety of the costs charges and expenses incurred by him and the said Thomas Stuttard in respect of their opposing the Bill and of and incidental to the said petition and the negotiations for and preparation of and carrying into effect this agreement and as regards the costs of their solicitors and parliamentary agents as between solicitor and client and if the Bill in such form as aforesaid shall not become law the Board will within one month after demand pay to the said Thomas Stuttard the other moiety of the said costs charges and expenses so incurred by him and the said John Moorby in the matters aforesaid.

16. If any difference or dispute shall arise between the said parties hereto of the first and second parts on the one hand and the Board on the other hand or between either of the said parties hereto of the first and second parts and the Board respecting this agreement or any matter or thing herein contained or relating thereto the same shall be left to the arbitration of two arbitrators one to be chosen by each party in difference and in case of their disagreement then to an umpire to be chosen by the arbitrators before entering on the consideration of the matters referred to them and the arbitrators or their umpire shall have power to determine by whom the costs of the arbitration shall be borne and every such reference shall be deemed an arbitration within the Common Law Procedure Act 1854 and be subject to the provisions relating to arbitration contained in the said Act.

In witness whereof the said John Moorby and Thomas Stuttard have hereunto set their hands and seals and the Nelson Local Board have caused their common seal to be hereunto affixed the day and year first before written.

Signed sealed and delivered by the said
John Moorby in the presence of
JAMES MOORBY
5 Hydburn Terrace
Accrington.

JOHN MOORBY.

L.S.

Signed sealed and delivered by the said
Thomas Stuttard in the presence of
THOMAS YATES
61 Mosley Street
Manchester.

THOMAS STUTTARD.

L.S.

The common seal of the Nelson Local Board
was hereunto affixed at a meeting thereof
in the presence of

HENRY W. SPOWART
Clerk to W. H. HARTLEY
Clerk to the Board.

Seal of
the Nelson
Local Board.

A.D. 1888.

THE SECOND SCHEDULE.

ARTICLES OF AGREEMENT made the fourteenth day of April one thousand eight hundred and eighty-eight between ROBERT TUNSTILL WILLIAM TUNSTILL HARRY TUNSTILL and ROBERT TUNSTILL the younger of Brierfield in the county of Lancaster millowners (herein-after called "the vendors") of the one part and the LOCAL BOARD for the DISTRICT OF NELSON in the said county (herein-after called "the Local Board") of the other part.

WHEREAS by the Nelson Water and Gas Act 1866 the Local Board were authorised to supply gas within the limits in that Act mentioned subject to the restrictions therein specified which limits include the Local Board District of Brierfield (herein-after called "the district of Brierfield") and by agreement with the owners of any gasworks then existing within such limits to purchase and acquire the same: And by section 18 of the said Act in addition to the lands streams and waters which the Local Board were by the now reciting Act authorised to purchase compulsorily (and which lands did not include the lands the subject of this agreement) they might for any of the purposes of the said Act but subject to the provisions of the said Act from time to time by agreement purchase in fee either absolutely or in consideration of any yearly or other rent or take on lease any additional quantity of land not exceeding in the whole ten acres which they might from time to time think requisite for any of the purposes of that Act:

And whereas the vendors are the owners of gasworks at Brierfield within the said limits which were the only gasworks there existing at the time when the said Act was passed and are the works herein-after referred to:

Now these presents witness that it is hereby agreed between the parties hereto as follows:

1. The vendors shall sell and the Local Board shall purchase the lands at Brierfield in the county of Lancaster aforesaid shown on the plan annexed to these presents and thereon coloured green and red and the gasworks on the said lands and the gas plant mains pipes and distributing apparatus belonging to the vendors used therewith and the stock-in-trade of the vendors on or about the said gasworks together with a right of way for all purposes along the occupation road known as Coal Pit Lane from the said lands to the highway leading from Brierfield to Nelson free from incumbrances except in respect of so much of the said land as is copyhold of the manor of Ightenhill the rents fines suits and services therefor due and of right accustomed and in respect of so much of the said land as is held under the lease herein-after mentioned the rent reserved by such lease and the covenants and conditions therein contained and upon the lessees part to be performed at the price and for the considerations herein-after stated.

2. The vendors will assign or make over to the Local Board as far as they lawfully can such right as the vendors now have to use the siding by which the said gasworks are connected with the railway of the Lancashire and Yorkshire Railway Company and to use the pipe by which the tar from the said gasworks is now conveyed to the trucks in the said siding and the Local Board will as from

the twenty-fifth day of March last pay the yearly charges of five shillings and one shilling now payable by the vendors to the said railway company for the use of the said siding and pipe respectively and will indemnify the vendors against all liability in respect of the same. A.D. 1888.

3. In so far as they lawfully can or may the vendors shall assure to the Local Board the right from time to time and as occasion may require to open and break up the said Coal Pit Lane for the purpose of repairing renewing replacing or enlarging the gas mains thereunder and the Local Board shall exercise such right in such manner as to interfere as little as possible with the use of the said lane by the vendors their servants and workmen or other persons lawfully using the same and shall with all convenient speed complete the work for which the said lane shall be so opened or broken up and shall fill in the ground and shall reinstate and make good the surface of the said lane and on being authorised so to do shall further at all times repair and keep the said lane between the points marked A and B on the said plan in good and substantial repair and condition and to the satisfaction of the vendors and their sequels in title.

4. The Local Board shall at all times supply the vendors and their sequels in estate being the owners or occupiers for the time being of the Brierfield Mills with such gas as they may require for use in the said mills at a rate not higher than the lowest rate for the time being charged by the Local Board for the supply of gas to and actually paid by any consumer within the district of Nelson.

5. The rate to be charged by the Local Board for the supply of gas to consumers within the district of Brierfield (other than the vendors) shall not exceed the rate for the time being charged to ordinary consumers within the said gas limits but outside the district of Nelson and the Local Board shall not at any time promote a provisional order or Bill in Parliament for the purpose of enabling or authorising them to charge a higher rate for gas supplied by them within the district of Brierfield than the rate for the time being charged by them to ordinary consumers within the gas limits but outside the district of Nelson it being the intention of the parties hereto that gas shall at all times be supplied by the Local Board to consumers within the district of Brierfield on terms at least as favourable as those on which gas is supplied to consumers within the said gas limits but outside the district of Nelson : Provided always that the obligation by this and the preceding clause imposed upon the Local Board with respect to the price of gas to be charged to the vendors and to the consumers within the district of Brierfield other than the vendors shall not come into operation until after the thirtieth day of June next.

6. The purchase money shall be the sum of fourteen thousand pounds to be paid by the Local Board to the vendors and in addition thereto the value of the vendors stock-in-trade being all the coal coke tar lime and other materials used in the manufacture and supply of gas or resulting therefrom being on or about the said works on the twenty-fifth day of March last as valued by Thomas Varley of Colne gas manager who is appointed for this purpose by the parties hereto and the charges and expenses of the said Thomas Varley shall be paid by the Local Board. The amount of such valuation shall be paid by the Local Board within one calendar month after the certificate of value has been issued.

7. A rentcharge of one hundred and thirty-eight pounds twelve shillings and one penny payable by the Local Board to the vendors by equal half-yearly payments shall be charged on the said lands or so much thereof as herein-after mentioned in the manner herein-after mentioned and the Local Board shall have

A.D. 1888. — the option to redeem or extinguish the said rentcharge by the payment of a sum equal to twenty-five years purchase of the same to the persons for the time being entitled to the receipt of the same twelve calendar months notice in writing of their intention to redeem or extinguish the same being first given by the Local Board to such persons.

8. The assurance of the said lands shall be to the use that the vendors their heirs and assigns shall receive out of the said lands or so much thereof as is of freehold or copyhold tenure a perpetual yearly rentcharge of one hundred and thirty-eight pounds twelve shillings and one penny to commence from the twenty-fifth day of March last and to be payable half-yearly in equal moieties on the twenty-ninth day of September and twenty-fifth day of March in each year without any deduction the first of such half-yearly payments to be made on the twenty-ninth day of September next such rentcharge to be issuing out of and charged upon the said lands or so much thereof as aforesaid and to be secured by the usual powers express or implied by statute of distress and entry and receipt of rents and subject thereto to the use of the Local Board their successors and assigns.

9. The assurance shall contain a covenant by the Local Board to pay the said rentcharge at the times and in the manner aforesaid. The assurance shall also contain covenants by the vendors for payment of the rent reserved in the lease of so much of the said lands as is held by the vendors on lease and to indemnify and hold harmless the Local Board their successors and assigns from the payment of the same and also a power to the Local Board their successors and assigns to retain out of the said rentcharge of one hundred and thirty-eight pounds twelve shillings and one penny any moneys which they may be compelled to pay in respect of the said rent reserved by the said lease or the apportioned part thereof.

10. One thousand pounds part of the said purchase money of fourteen thousand pounds shall be paid on the signing hereof by way of deposit.

11. The purchase shall be completed at the office of Messieurs Carr and Son the vendors solicitors. The Local Board having been let into possession of the said lands and premises all outgoings up to the said twenty-fifth day of March last shall be cleared by the vendors and all outgoings after that date shall be discharged by the Local Board and such outgoings shall if necessary for the purposes of this stipulation be apportioned between the vendors and the Local Board. The Local Board shall pay to the vendors interest on the sum of thirteen thousand pounds the balance of the said purchase money of fourteen thousand pounds after the rate of three pounds fifteen shillings per centum per annum from the said twenty-fifth day of March last until the completion of the purchase which completion and the payment of the purchase money shall not be delayed by the Local Board beyond the twenty-fifth day of March one thousand eight hundred and ninety-one.

12. The vendors will on demand made not earlier than twenty-eight days from the date of this agreement deliver to the Local Board or their solicitor an abstract of their title to the property which property is as to portion thereof freehold of inheritance as to other portion copyhold of inheritance of the manor of Ightenhill and as to the residue thereof of copyhold leasehold tenure. Such abstract shall commence as to the freehold portion with an indenture dated the eighth day of August one thousand eight hundred and fifty-one and made between the East Lancashire Railway Company of the first part Ralph Landless of the

second part and Henry Tunstill of the third part: As to the copyholds of inheritance with an indenture dated the third day of February one thousand eight hundred and seventy-six made between Sarah Firth James King and John Hodgkinson of the one part and Robert Tunstill and William Tunstill of the other part and a surrender of even date therewith: And as to the copyhold leasehold portion with an indenture bearing date the nineteenth day of July one thousand eight hundred and seventy-five and made between Francis Barlow James Barlow Sophia Schofield and Ephraim Schofield of the first part Ralph Landless of the second part and the said Robert Tunstill and William Tunstill of the third part and a surrender of even date therewith and the Local Board shall not be entitled to call for or investigate or make any objection in respect of the prior titles: And as regards the copyhold leaseholds the production of the receipt for the last payment of rent which shall have become due under the lease shall be deemed conclusive evidence that all the covenants and conditions in the lease have been observed and performed up to the day of completion or that all breaches thereof (if any) have been waived.

13. All objections and requisitions in respect of the title or the abstract or particulars or anything appearing therein respectively shall be stated in writing and sent to the vendors solicitors within twenty-one days from the delivery of the abstract and all objections and requisitions not sent within that time shall be considered to be waived.

14. Subject and without prejudice to this agreement if the Local Board shall at any time hereafter make application to Parliament for the repeal of the proviso to section forty-seven of the said Act to the benefit whereof the vendors are now entitled or for further powers connected with the gas undertaking of the Local Board in relation to the lands hereby agreed to be sold the vendors will not oppose such application

15. The Local Board shall within six months from the date of this agreement erect a stone fence wall in mortar at least six feet high from the surface of the ground on the lands hereby agreed to be sold to the Local Board between the points marked C and D on the said plan and shall ever afterwards maintain the same in good and substantial repair and condition to the reasonable satisfaction of the vendors and their sequels in title.

16. The Local Board shall keep in good and substantial repair and condition the said public footpath across the said lands shown on the said plan and shall not without the assent in writing of the vendors or their sequels in estate being the owners and occupiers for the time being of the said Brierfield Mills take any proceedings for the diversion or stopping up of the said footpath provided that nothing herein contained shall prevent the Local Board from placing buildings over the site of the said footpath so long as a sufficient way for foot passengers is left thereunder.

17. The said plan annexed to these presents having been prepared by the surveyor to the Local Board on behalf of both parties is to be deemed to be correct and should any error omission or misdescription be found in the same such error omission or misdescription is not to annul the sale nor discharge either party from this contract nor is either party to be entitled to any compensation in respect thereof.

18. The conveyance to the Local Board is to be prepared by them at their own expense and the vendors are to be entitled to a duplicate of such conveyance at their own expense.

A.D. 1888.

19. The vendors are to retain all documents relating to any property not comprised in this sale and to give at the cost of the Local Board if required by them a statutory acknowledgment of the right of the Local Board to production of the documents so retained and to delivery of copies thereof and also a statutory undertaking for the safe custody thereof.

20. The clerk of the Local Board shall and will immediately before completion of the purchase deliver to the vendors or their solicitors a statutory declaration made by him at the expense of the Local Board that the powers of section eighteen of the herein-before recited Act of 1866 are unexhausted to the extent of six acres and upwards.

21. Subject to the provisions herein-before contained each of the parties hereto are to bear their own costs of this agreement and the carrying out thereof.

22. If the Bill conferring upon the Local Board powers to raise the moneys necessary for the purchase contemplated by this agreement be not passed by Parliament or if any alterations materially affecting the objects and purposes of this agreement be made by such Bill the Local Board may by notice in writing to the vendors determine this agreement at any time before the said thirtieth day of June next: Provided always that immediately after delivery of such notice the Local Board shall restore to the vendors possession of the said lands and works hereby contracted to be sold and all additions thereto without claim to compensation and the vendors shall repay to the Local Board the aforesaid deposit of one thousand pounds but without interest: Moreover the costs charges and expenses of the Local Board in the conduct of the said gasworks undertaking between the said twenty-fifth day of March last and the date of repossession shall be refunded by the vendors to the Local Board: And the Local Board shall pay over to or otherwise permit the vendors to receive all gas rentals accrued within the like period: And the Local Board shall and will during such period keep accurate and separate accounts and vouchers for and in respect of the said Brierfield Gasworks undertaking and if any question of apportionment shall arise under this clause the same shall be determined by the said Thomas Varley or if he shall die or be unwilling or unable to act then by such other person as shall be agreed on between the parties or on failing agreement shall be appointed by the President for the time being of the Institution of Civil Engineers.

In witness whereof the vendors have hereunto set their hands and seals and the Local Board has hereunto caused its common seal to be affixed the day and year first before written.

Signed by the said Robert Tunstill William
Tunstill Harry Tunstill and Robert Tunstill
junior in the presence of
EDWARD CARR
Clerk with Messrs. Carr and Son
Solicitors Colne.

ROBERT TUNSTILL.
WILLIAM TUNSTILL.
HARRY TUNSTILL.
ROB. TUNSTILL JUN.

The common seal of the Local Board was hereunto
affixed the day and year first before written
in the presence of
HENRY W. SPOWART
Clerk with W. H. Hartley
Clerk to the Board.



THE THIRD SCHEDULE.

A.D. 1888.

THIS AGREEMENT is made the thirteenth day of April one thousand eight hundred and eighty-eight between the RIGHT HONOURABLE ALICE MARY BARONESS O'HAGAN herein-after called "the vendor" of the one part and the NELSON LOCAL BOARD being the Urban Sanitary Authority for the District of Nelson in the county of Lancaster herein-after called "the Board" of the other part.

WHEREAS the Board has presented to Parliament a Bill incorporating the Lands Clauses Consolidation Acts and seeking with other purposes power to acquire by compulsory purchase such land and easements as are herein-after mentioned :

And whereas the vendor is or claims to be tenant for life in possession of the said land and of the site of the said easements :

Now it is hereby agreed as follows:—

1. The vendor in exercise of the power of sale conferred on her as such tenant for life as aforesaid by the Lands Clauses Consolidation Acts or one of them shall sell and the Board shall purchase: First All that land situate in the township of Great and Little Marsden in the county of Lancaster sometime part of a farm known as Linedred containing ten acres three roods and twenty-seven perches or thereabouts (be the same more or less) which is delineated and coloured pink on the plan annexed to this agreement and of which part is in the possession or occupation of John Blezard the remainder being in the possession of the Board: And secondly the right at all times hereafter to maintain a road on the site indicated by red lines and marked "new road" on the said plan and to use such road for all purposes in common with the vendor or her successors in title and her or their tenants and all other persons permitted by her or them to use the same: And thirdly the right at all times hereafter to use for all purposes in common with the vendor or her successors in title and such tenants and other persons as aforesaid the road delineated and coloured yellow on the said plan: And fourthly the right at all times hereafter to maintain a sewer along the line indicated by a blue line and marked "line of sewer" on the said plan such sewer to be of an internal diameter not exceeding thirty inches and to be at a depth not less than two feet below the surface of land through which the same passes: And to use such sewer in exercise and execution of the powers for the time being vested in the Board under the Public Health Acts.

2. The compensation for the said land and easements shall be a perpetual annual rentcharge of two hundred and six pounds to be charged upon the rates and revenue which the Board is or may be authorised to levy and receive under the Nelson Acts (referred to in the said Bill) and the Public Health Acts or any of such Acts or in the option of the Board to be exercised by notice in writing delivered to the vendor or her solicitors within one month from the date when during the now current session the royal assent shall be given to the said Bill the sum of four thousand nine hundred and forty-four pounds.

A.D. 1888.

3. The vendor and her successors in title owner or owners for the time being of such parts of the lands delineated and coloured green on the said plan as gravitate towards the north-eastern extremity of the said land coloured pink on the said plan shall have the right at all times subject to the reasonable regulations and under the superintendence of the surveyor of the Board to discharge any sewage arising on the said lands coloured green at such point or points and at such levels as shall be indicated by the surveyor of the Board into the said sewer of the Board in as full and free a manner as if the said land and easements to be conveyed and the said lands coloured green were within the district of the Board provided that the cost of all tributary sewers in the said last-mentioned lands shall be borne by the person or persons to whom such lands shall belong.

4. The said annual rentcharge of two hundred and six pounds shall be payable as from the twelfth day of October one thousand eight hundred and eighty-eight by equal half-yearly instalments on the twelfth day of April and the twelfth day of October : And the person or persons entitled thereto shall have for enforcing payment thereof the rights and remedies of a mortgagee of the rates and revenue of the Board under the Nelson Acts and the Public Health Acts : In the event of the option aforesaid being exercised the said sum of four thousand nine hundred and forty-four pounds shall if not paid on or before the twelfth day of October one thousand eight hundred and eighty-eight bear interest as from that date at the rate of four pounds per cent. per annum.

5. The Board shall at all times maintain in good repair and condition the said sewer where it passes through the said Linedred Farm as shown on the said plan and shall keep the vendor and the owners and occupiers for the time being of the said farm at all times fully indemnified against any injury through bursting or overflowing of the said sewer.

6. The said sewer where it passes through the said farm as aforesaid shall as and when the same is in need of repair be repaired under the inspection and to the reasonable satisfaction of the agent for the time being of the vendor or her successors in title.

7. If at any time the Board shall receive from such agent as aforesaid a written notice to the effect that the said sewer is in need of repair and shall omit to repair the same within a reasonable time after the receipt of such notice it shall be lawful for the vendor or her successors in title to cause the same to be repaired and the Board shall on demand pay to her or them the amount of all costs and expenses reasonably incurred in so doing.

8. So long as the several roads over which easements are herein-before agreed to be granted shall apart from user by the Board be used exclusively for agricultural purposes the same shall respectively be kept in good repair and condition by and at the expense of the Board but if and when such roads shall apart from such user as aforesaid be used for other than agricultural purposes the Board shall contribute such proportion of the cost of repairing the same as shall from time to time be determined between such agent as aforesaid and the surveyor of the Board or in case of difference the amount of such contribution shall be determined by arbitration in accordance with the provisions relating to arbitration of the Public Health Act 1875.

9. The Board shall at all times so dispose of the sewage matter carried through the said sewer and generally so carry on its sewage works that there shall not be any nuisance arising therefrom to the said Linedred Farm or the owners or

occupiers for the time being of any part thereof or of any building now standing or hereafter to be erected thereon. A.D. 1888.

10. The costs incurred by the vendor in and with reference to the negotiation for sale and the said Bill in Parliament and the preparation and making of this agreement and the costs of the preparation or perusal on behalf of and the execution by the vendor and all other parties respectively of all clauses amendments and other instruments required for carrying into effect any of the provisions of this agreement shall be paid by the Board.

11. This agreement shall be scheduled to and confirmed by the Bill hereinbefore mentioned and the Board shall use its best endeavours to carry through Parliament and obtain the royal assent to the said Bill in such form as to authorise and provide for the carrying into effect of all the foregoing provisions of this agreement: And if the said Bill in such form as aforesaid shall not become law in the course of the present year one thousand eight hundred and eighty-eight then all the foregoing provisions hereof shall be cancelled and nullified with the exception that the costs and expenses as above provided shall remain payable to the vendor by the Board.

In witness whereof the vendor has hereunto set her hand and seal and the Board have caused their seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by the
above-named Alice Mary Baroness
O'Hagan in the presence of
DENBIGH
Newnham Paddox
Co. Warwick.

ALICE M. O'HAGAN.

L. S.

The common seal of the Local Board
was hereunto affixed the day and
year first before written in the
presence of

HENRY W. SPOWART
Clerk with W. H. Hartley
Clerk to the Board.

Seal of
the Nelson
Local Board.

A.D. 1888.

THE FOURTH SCHEDULE.

CERTIFICATE OF INFECTIOUS DISEASE &C. UNDER THE NELSON LOCAL BOARD
ACT 1888.

To the Local Board for the District of Nelson.

Pursuant to the above-mentioned Act I hereby certify and declare that in my opinion the under-mentioned person is suffering from a disease within the terms of the above-mentioned Act.

Dated the day of 18
(Signed)

Name of person suffering from the disease - -

Situation of the house building or room wherein such
person is - - - - - - - - }

Name of occupier or other person having the charge
management or control of such house building
or room - - - - - - - - }

Nature of disease - - - - - - - -

NOTE.—This certificate must (under a penalty of forty shillings in case of neglect) be forthwith delivered or sent to the medical officer of health of the Local Board.

THE FIFTH SCHEDULE.

A.D. 1888.

Name of Street.	Limit.
Hibson Street - - - -	Railway Street to Sagar Street.
Holme Street - - - -	Leeds Road to Chapel Street.
Railway Street - - - -	Netherfield Road to Rigg's Boundary.
Commercial Road - - - -	Netherfield Road to Rigg's Boundary.
Netherfield Road - - - -	Southfield Street to Barkerhouse Road.
Every Street - - - -	Carr Road to Gott's Ropeworks.
Arnold Street - - - -	Gott's Ropeworks to Lomeshaye Road.
Macleod Street - - - -	Manchester Road to Arnold Street.
Cross Street - - - -	Carr Road to North Street.
Nelson Street - - - -	Cross Street to Clayton Street.
Wellington Street - - - -	Cross Street to Clayton Street.
Russell Street - - - -	Scotland Road to Cross Street.
North Street - - - -	Scotland Road to Every Street.
Fleet Street - - - -	Bradley Road to Charles Street.
Cooper Street - - - -	Scotland Road to Fleet Street.
Elizabeth Street - - - -	Scotland Road to Fleet Street.

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