



CHAPTER lxxvi.

An Act to authorise the transfer of the Undertaking of the Todmorden Gas Company and other Gas Undertakings to the Todmorden Local Board and for other purposes. A.D. 1893.

[29th June 1893.]

WHEREAS by an order of the Local Government Board dated the fourteenth day of June one thousand eight hundred and seventy-five (scheduled to and confirmed by the Local Government Board's Provisional Orders Confirmation (Abingdon Barnsley &c.) Act 1875) the local government district of Todmorden was reconstituted and extended under the name of the Todmorden Urban Sanitary district (in this Act referred to as the district) and made subject to the jurisdiction of the Todmorden Local Board (in this Act referred to as the Local Board):

And whereas the Todmorden Gas Company (in this Act called the Gas Company) were re-incorporated by the Todmorden Gas Act 1871 (in this Act called the Act of 1871) and empowered to manufacture supply and sell gas and residual products within the district and neighbourhood:

And whereas the Gas Company have borrowed and now owe upon mortgage of their undertaking the sum of ten thousand pounds:

And whereas Fielden Brothers Limited (in this Act called Fielden Brothers) have for many years past manufactured supplied and sold gas within the district and their right to do so is recognised and protected by section 57 of the Act of 1871:

And whereas Wilson Brothers Limited (in this Act called Wilson Brothers) have for many years past manufactured supplied and sold gas within the district formerly constituting the local government district of Cornholme but which now by virtue of the recited order forms part of the district and their right to manu-

A.D. 1893. — facture supply and sell gas and residuals is recognised and protected by section 56 of the Act of 1871 :

And whereas an agreement for the sale and transfer of the undertaking of the Gas Company to the Local Board has been entered into and the same is set forth in the First Schedule to this Act :

And whereas an agreement for the sale and transfer of the gas undertaking of Fielden Brothers to the Local Board has been entered into and the same is set forth in the Second Schedule to this Act :

And whereas an agreement for the sale and transfer of the gas undertaking of Wilson Brothers to the Local Board has been entered into and the same is set forth in the Third Schedule to this Act :

And whereas it is expedient that the said three agreements (collectively referred to in this Act as the scheduled agreements) should be carried into effect and accordingly that the same should be confirmed and made binding on the Local Board and the three companies respectively :

And whereas it is expedient that the Local Board should be empowered to borrow money for the purposes of the scheduled agreements and of this Act :

And whereas estimates have been prepared by the Local Board for the purchase adaptation extension and improvement of the gasworks comprised in the scheduled agreements and such estimates amount to the sum of one hundred and fifty thousand pounds and the works included in such estimates are permanent works within the meaning of section 234 of the Public Health Act 1875 :

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

And whereas an absolute majority of the whole number of the Local Board at a meeting held on the seventeenth day of August one thousand eight hundred and ninety-two after ten clear days' notice by public advertisement of such meeting and of the purposes thereof in the "Todmorden Advertiser" and the "Todmorden and District News" respectively being local newspapers published or circulating in the district such notices 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 of the Local Board :

And whereas such resolution was published twice in the said newspapers and has received the approval of the Local Government Board: A.D. 1893.

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 Local Board at a further special meeting held in pursuance of a similar notice on the twenty-fifth day of January one thousand eight hundred and ninety-three being no less than fourteen days after the deposit of the Bill in Parliament:

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

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

1. This Act may be cited as the Todmorden Local Board Gas Purchases Act 1893. Short title.

2. The Lands Clauses Acts (except the provisions thereof with respect to the purchase of lands otherwise than by agreement and with respect to the entry upon lands by the promoters of the undertaking) the Gasworks Clauses Act 1847 (except the provisions thereof with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their benefit and section 38 relating to accounts) are (save where expressly excepted or varied by this Act) incorporated with and form part of this Act and the Gasworks Clauses Act 1871 (except section 7 relating to shareholders and section 35 relating to accounts &c.) shall apply to the gas undertaking of the Local Board. Incorporation of general Acts.

3. The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or the Acts wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute. Interpretation.

4. This Act shall be carried into execution by the Local Board with all the powers privileges duties obligations and indemnities of an urban sanitary authority under the Public Health Acts. Act to be executed by Local Board.

5. The limits of this Act shall be the whole of the district (except so much thereof as is comprised within the limits of supply of the Hebden Bridge Gas Company as defined by the Hebden Limits of Act.

A.D. 1893. — Bridge Gas Act 1870) and so much of the townships of Stansfield and Erringden in the parish of Halifax in the west riding of the county of York as is comprised within the limits of the Gas Company.

Confirmation
of scheduled
agreements.

6. The scheduled agreements are hereby confirmed and made binding on the Local Board and on the Gas Company Fielden Brothers and Wilson Brothers respectively and on the several other persons parties thereto respectively and the same shall be carried into effect subject and according to the provisions of this Act and for that purpose the Local Board the Gas Company Fielden Brothers and Wilson Brothers and other parties are respectively hereby authorised and empowered to do all things necessary or proper for giving full effect to the stipulations of the scheduled agreements respectively with the lawful and reasonable incidents and consequences thereof.

Transfer of
undertaking
&c. by deed.

7.—(1.) The sale under the agreement set forth in the First Schedule to this Act shall be carried into effect by a deed duly stamped and truly stating the consideration (which deed may be in the form set forth in the Fourth Schedule to this Act or to the like effect with such variations and additions as the circumstances require) and on the execution of the deed by the Gas Company the undertaking of that company with their rights powers and privileges shall by virtue of the deed and of this Act become and shall thenceforth be transferred to and vested in the Local Board subject (except so far as otherwise provided by the deed or this Act) to all contracts obligations debts and liabilities affecting the same and such transfer and vesting is in this Act referred to as “the transfer.”

(2.) The sales under the agreements set forth in the Second and Third Schedules to this Act shall be carried into effect by deeds duly stamped and truly stating the consideration and upon the execution of those deeds respectively the gasworks mains and plant and effects and the rights powers protection and privileges respectively described and comprised in the said agreements shall thenceforth be transferred to and vest in the Local Board subject and according to the provisions of the respective deeds and of this Act.

(3.) The said deeds shall within three months from their respective dates be produced duly stamped to the Commissioners of Inland Revenue and in default of such production the ad valorem of stamp duty with interest at the rate of five pounds per centum per annum from the respective dates of the deeds shall be recoverable from the Local Board with full costs of suit and all costs and charges attending the same.

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8. The mortgage debt of the Gas Company amounting to ten thousand pounds and the interest thereon shall after the transfer of the undertaking of that company and until discharged be a first charge on the gas undertaking of the Local Board and shall also be a charge on the district fund and general district rate of the district. Provided that the Local Board shall discharge the whole of the said mortgage debt within two years from the passing of this Act and until such discharge the said debt shall be deemed part of the sum of one hundred and fifty thousand pounds authorised to be borrowed under this Act.

Mortgage debt of Gas Company to be a charge on gas undertaking of Local Board.

9. If at the date of the transfer any action arbitration or proceeding or any cause of action arbitration or proceeding is pending or existing against or in favour of the Gas Company the same shall not abate or be discontinued or in anywise prejudicially affected by reason of the transfer or of anything in this Act but the same may be continued prosecuted and enforced against or in favour of the Local Board as and when it might have been continued prosecuted and enforced against or in favour of the Gas Company if this Act had not been passed but not further or otherwise.

Pending actions &c. against the Gas Company.

10. All agreements contracts conveyances deeds and other instruments affecting the Gas Company and in force at the time of the transfer shall after the passing of this Act be as binding and of as full force and effect against or in favour of the Local Board and may be enforced as fully and effectually as if instead of the Gas Company the Local Board had been a party thereto.

Contracts of Gas Company to be binding on Local Board.

11. The receipt in writing of three directors of the Gas Company of Fielden Brothers and of Wilson Brothers for the respective purchase moneys or any part thereof and any interest thereon or any sum to be paid to them by the Local Board under the scheduled agreements or this Act shall effectually discharge the Local Board from the sum which in such receipt shall be acknowledged to have been received and from being answerable or accountable for the loss misappropriation or non-application thereof. Provided that if from any cause the Local Board are unable to obtain such receipt they may pay the amount payable under this Act into the Bank of England (Law Courts Branch) in the name of the Paymaster-General for and on behalf of the Supreme Court to an account to be opened in the matter of this Act and a receipt shall be given to the Local Board by the cashier of the said Bank for the said sum which shall have the same effect as the receipt of such three directors.

Receipt of three directors for purchase money to be sufficient discharge.

12. The Gas Company shall hold the purchase money and all other sums of money paid to them by the Local Board under this

Application of purchase money.

A.D. 1893. — Act in trust to pay apply and distribute the same according to the provisions of the agreement set out in the First Schedule to this Act and for the purpose of such distribution the several persons whose names shall appear in the books of the Gas Company at the date of the transfer to be the proprietors of shares or stock therein unless the contrary be proved to the satisfaction of the directors shall be considered to be shareholders or stockholders of the Gas Company and the receipt in writing of the proprietors of shares or stock in the capital of the Gas Company or of the executors or administrators of a deceased proprietor or of the committee or guardian of the estate of any shareholder or stockholder in the Gas Company who shall be an idiot lunatic or minor shall effectually discharge the Gas Company and the directors thereof from the money therein expressed to be received and from any obligation affecting the share stock or interest in respect whereof that money is paid.

Payment
into court
by directors.

13. Where the directors of the Gas Company are for six months after the transfer unable after diligent inquiry to ascertain the person to whom part of the purchase money of the undertaking or other assets of the Gas Company is payable or where any part thereof is payable to a person by or on behalf of whom an effectual receipt cannot be given or on account of any other reasonable cause the directors may pay the same into the Supreme Court or if not exceeding five hundred pounds into the county court of Yorkshire holden at Todmorden under any Act for the time being in force for the relief of trustees and every such payment into court shall conclusively discharge the Gas Company and directors from all further liability with respect to the moneys so paid.

Winding up
and dissolution
of Gas
Company.

14. So soon as conveniently may be after the transfer of the undertaking of the Gas Company the affairs of that company shall be wound up and for that purpose the directors of the Gas Company then in office and the survivors of them shall continue in office without re-election and may and shall exercise all powers necessary for the declaration of the dividends amongst the shareholders of the Gas Company in accordance with the terms of the agreement set forth in the First Schedule to this Act and for payment of such dividends the distribution of the purchase money and all other sums of money paid to the Gas Company by the Local Board and for winding up the affairs of the company and when and so soon as the assets of the Gas Company have been distributed and their affairs have been wound up the Gas Company shall be by virtue of this Act dissolved.

If the number of directors of the Gas Company be reduced by death resignation or otherwise below three before the completion of

such winding up the continuing directors shall from time to time choose a shareholder or shareholders of the Gas Company to fill the vacancy or vacancies so caused.

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15. All debts rents charges and sums of money including the mortgage debt of the Gas Company which at the time of transfer are due or owing to or from the Gas Company shall be paid discharged settled and satisfied or received by the Local Board.

Gas Com-
pany's debts
to be paid
and received.

16. All books and documents which if the transfer had not been made would have been evidence in respect of any matter for or against the Gas Company shall be admitted in evidence in respect of the same and the like matter for or against the Local Board.

Books &c.
to remain
evidence.

17. From and after the transfer and subject to the provisions of this Act all the powers authorities rights and privileges of the Gas Company under the Act of 1871 as amended by this Act shall by virtue of this Act be transferred to and vested in the Local Board and that Act shall be read and have effect as if the Local Board had been therein named instead of the Gas Company subject nevertheless and according to the following exceptions and provisions (that is to say) :—

Application
of Gas Com-
pany's Act
to Local
Board.

(1.) The provisions of the Companies Clauses Consolidation Act 1845 the Companies Clauses Act 1863 and the Companies Clauses Act 1869 incorporated with the Act of 1871 shall not apply to the Local Board ;

(2.) The provisions of the Gasworks Clauses Act 1847 incorporated with the Act of 1871 with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their own benefit shall not apply to the Local Board ;

(3.) None of the provisions of the Act of 1871 or of any of the Acts incorporated therewith in any manner relating to the constitution the capital or the dividends or the application of the profits of the Gas Company shall apply to the Local Board.

18. From and after the transfer and subject to the provisions of this Act the Local Board may from time to time upon the lands described in the Fifth Schedule to this Act (but subject as regards the lands (g) and (h) to the provisions of the agreements set forth in the Second and Third Schedules to this Act) maintain alter improve enlarge extend and renew or discontinue gasworks retorts gas holders condensers receivers purifiers drains sewers mains pipes meters lamps lamp-posts burners machinery and other works apparatus and conveniences and may do all such acts as

Power to
maintain and
construct gas-
works and
deal in
residual
products &c.

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they may think proper for making storing and for supplying gas within the limits of this Act and may make store and supply gas accordingly and may manufacture sell provide supply and deal in coke tar pitch asphaltum ammoniacal liquor sulphate of ammonia lime and all other products or residuum of any materials employed in or resulting from the manufacture of gas Provided that nothing in this Act contained shall exempt the Local Board from being liable to be proceeded against for any nuisance.

Power to purchase lands by agreement. Gas not to be manufactured except on lands scheduled.

19. The Local Board may for the purposes of their gas undertaking purchase take and hold (by agreement but not otherwise) in addition to the lands described in the Fifth Schedule to this Act any lands and hereditaments not exceeding in the whole ten acres which the Local Board may from time to time require for the purposes of their gas undertaking but the Local Board shall not create or permit a nuisance on any such lands and no lands shall be used by the Local Board for the purpose of manufacturing gas or residual products except the lands described in the Fifth Schedule to this Act.

Restriction on taking houses of labouring class.

20. The Local Board shall not under the powers of this Act take ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

For the purposes of this section the expression "labouring class" means and includes mechanics artizans 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.

Power to supply gas apparatus engines &c. for heating motive and other purposes.

21 The Local Board may purchase provide supply sell let for hire and otherwise deal in and fix set up alter remove and re-fix gas meters and fittings gas engines stoves ranges pipes and other apparatus and appliances articles and things for lighting motive power the warming and ventilation of houses and buildings the cooking of food and for all other purposes for which gas can or may be used and may require and take such remuneration in money or such rents and charges for and make such terms and conditions with respect to the sale supply letting fixing setting up altering or removing of such meters fittings engines stoves ranges pipes and other apparatus and

appliances articles and things as aforesaid and for securing their safety and return to the Local Board as may be agreed upon between the Local Board and the person to or for whom the same are sold supplied let fixed set up altered or removed.

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

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

23. Twenty-four hours' notice in writing shall be given to the Local Board at their gas office by every gas consumer before he shall quit any premises supplied with gas by meter by the Local Board and in default of such notice the consumer so quitting shall be liable to pay to the Local Board the moneys accruing due in respect of such supply up to the next usual period for ascertaining the register of the meter on such premises.

Gas consumers to give notice to Local Board before removing.

24. The quality of gas supplied by the Local Board shall with respect to its illuminating power be such as to produce a light equal in intensity to the light produced by sixteen sperm candles.

Quality of gas.

25. All gas supplied by the Local Board to any consumer of gas shall be supplied at such pressure as to balance from midnight to sunset a column of water not less than six-tenths of an inch in height and to balance from sunset to midnight a column of water not less than eight-tenths of an inch in height at the main as near as may be to the junction therewith of the service pipe supplying such consumer and any gas examiner appointed under the Gasworks Clauses Act 1871 may subject to the terms of his appointment from time to time test the pressure at which the gas is supplied and may for that purpose open any street road passage or place not being the immediate approach to any railway bridge or railway station vested in or under the control of any local or road authority and the provisions of the Gasworks Clauses Act 1871 with reference to testing of gas and to penalties shall mutatis mutandis apply to such testing of pressure and two hours' previous notice shall be given to the Local Board of the time and place at which such testing shall be conducted.

Pressure of gas.

26. The Local Board shall within six months after the transfer cause to be provided at their gasworks a testing place with apparatus according to the provisions of the Gasworks Clauses Act 1871 and the burner to be used for testing the gas shall be a Sugg's London Argand Number 1 with a six inch by one and three-quarter inch glass chimney and if at any time the gas flame tails over the top of the glass a six inch by two inch chimney shall be used.

Testing place.

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Rate of
discount.

27. Section 70 of the Act of 1871 shall be read and have effect as if in lieu of the proviso to that section the following proviso were inserted:—

Provided always that every consumer of gas within the district of the Local Board who shall within twenty-eight days after the delivery of the gas account pay such account shall be entitled to the following discounts (that is to say):—

When such account amounts to one pound and under ten pounds he shall be entitled to a discount at the rate of two and a half per centum ;

When such account amounts to ten pounds and under twenty pounds he shall be entitled to a discount at the rate of five per centum ;

When such account amounts to twenty pounds and under thirty pounds he shall be entitled to a discount at the rate of seven and a half per centum ;

When such account amounts to thirty pounds and under forty pounds he shall be entitled to a discount at the rate of ten per centum ; and

When such account amounts to forty pounds and upwards he shall be entitled to a discount at the rate of twelve and a half per centum :

The accounts referred to in this section shall be for a supply of gas during such period not being more than three months nor less than one month as the Local Board shall from time to time prescribe.

Repeal of
certain
sections of
Act of 1871.

28. Sections 51, 72, 73, 74, and 75 of the Act of 1871 are hereby repealed as from the passing of this Act and sections 56 and 57 of the same Act are hereby repealed as from the execution of the respective deeds of transfer by Fielden Brothers and Wilson Brothers as provided for by this Act.

Local Board
when so re-
quired to sell
pipes &c.
outside the
district.

29. At any time after the passing of this Act the Local Board shall when so required by any other sanitary authority sell to such other sanitary authority all pipes fittings and other apparatus for or connected with the distribution of gas belonging to the Local Board and which shall at such time be laid or lie in the district of such sanitary authority at such price and upon and subject to such terms and conditions as may be settled by agreement between the Local Board and such sanitary authority or failing such agreement as may be determined by an arbitrator to be appointed for such purpose by the Local Government Board on the application of either party and after such sale the powers of the Local Board to

supply gas within the district of such sanitary authority shall A.D. 1893.
cease.

30. The Local Board may from time to time independently of any other borrowing power borrow at interest any sum or sums of money not exceeding in the whole the sum of one hundred and fifty thousand pounds for the purchase of the gas undertakings comprised in the scheduled agreements including the repayment of the mortgage and other debts of the Gas Company for the adaptation extension and improvement of the gasworks comprised therein and for the payment of the costs of and relating to this Act as hereinafter provided for and with the approval of the Local Government Board such further moneys as they may require for their gas undertaking or for any of the purposes of this Act and for the purpose of securing the repayment of the moneys borrowed under this Act and interest the Local Board may mortgage or charge the revenue of their gas undertaking and the district fund and general district rate of the district or either of those securities.

Power to
borrow.

31.—(1.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary for giving effect to any of the provisions of this Act and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

As to local
inquiries and
expenses of
Local
Government
Board.

(2.) The Local Board shall pay to the Local Government Board any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by the Local Government Board not exceeding three guineas a day for the services of such inspector.

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

Certain regu-
lations of
Public
Health Act
as to borrow-
ing not to
apply.

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

Provisions of
Public
Health Act
as to mort-
gages to
apply.

Section 236. Form of mortgage.

Section 237. Register of mortgages.

Section 238. Transfer of mortgages.

Section 239. Receiver may be appointed in certain cases.

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Period for
payment off
of money
borrowed.

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

As to moneys borrowed for gasworks purposes within the limit of one hundred and fifty thousand pounds within fifty years from the date or dates of the borrowing of the same ;

As to moneys borrowed for the payment of the costs charges and expenses of and incidental to the passing this Act (as hereinafter provided for) within ten years from the date of the borrowing of the same ;

As to moneys borrowed with the approval of the Local Government Board within such period as they may think fit to sanction.

Mode of pay-
ment off of
money bor-
rowed.

35. The Local Board shall pay off all moneys borrowed by them under the powers of this Act either by equal yearly or half-yearly instalments of principal or of principal and interest combined or by means of a sinking fund or partly by such instalments and partly by a sinking fund and in regard to any sinking fund formed under this Act the provisions of section 15 of the Local Loans Act 1875 shall apply Provided that the Local Board shall not invest the sinking fund or any part thereof in their own securities.

Power to
re-borrow.

36. If the Local Board pay off any moneys borrowed by them under this Act otherwise than by instalments or by means of a sinking fund or out of the proceeds of the sale of land or other property or out of fines or premiums on any leases or out of other moneys received on capital account not being borrowed moneys they may from time to time re-borrow the same but all moneys so re-borrowed shall be repaid within the prescribed period and shall be deemed to form the same loan as the moneys originally borrowed and the obligations of the Local Board with respect to the repayment of the loan and to the provision to be made for such repayment shall not be diminished by reason of such re-borrowing.

Protection of
lender from
inquiry.

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

Power to
borrow
under Local
Loans Act
1875.

38.—(1.) The Local Board if they think fit in lieu of borrowing on mortgage as herein-before provided may borrow the moneys which they are by this Act authorised to borrow or any part thereof under the powers and subject to the provisions of the Local Loans

Act 1875 by means of a loan or loans to be raised by the issue of debentures debenture stock or annuity certificates or partly in one way and partly in another. A.D. 1893.

(2.) Any moneys borrowed in manner by this section authorised shall be a charge on the revenue of the gas undertaking the district fund and general district rate or either of those securities and such revenue fund and rate shall be deemed to be the local rate within the meaning and for the purposes of the Local Loans Act 1875.

(3.) Every such loan shall be discharged within the prescribed period.

(4.) The Local Board shall not invest any moneys standing to the credit of the sinking fund in any of their own securities.

39. The Local Board shall not be bound to see to the execution of any trust to which any mortgage or security granted by them may be subject and the receipt of the person in whose name any such mortgage or security stands in the register or books of the Local Board shall be a sufficient discharge to the Local Board in respect thereof notwithstanding any trusts to which such mortgage or security may be subject and whether or not the Local Board have had notice of any such trust or any charge or incumbrance upon or transfer of such mortgage or security or interest thereon not entered in their register or books and the Local Board shall not be bound to see to the application of the money for which such receipt shall have been given or be answerable or accountable for any loss mis-application or non-application of any such money.

Local Board
not to regard
trusts.

40. All mortgages granted by the Local Board subsisting at the passing of this Act shall during their continuance have priority of charge on the security therein comprised over all mortgages and securities granted or issued under this Act.

Priority of
existing
mortgages.

41. Moneys borrowed by the Local Board under this Act shall be applied only for purposes for which they are respectively authorised to be borrowed and to which capital is properly applicable.

Application
of money
borrowed.

42. The clerk to the Local Board shall within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund or any instalment is required to be paid under this Act transmit to the Local Government Board a return in such form as may be prescribed by that Board and verified by statutory declaration if so required by them showing the amount which has been paid as an instalment or invested for the purpose of such sinking fund during the year preceding the making of such return and the description of the securities upon

Annual
return to
Local
Government
Board with
respect to
sinking
fund.

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Application
of revenue.

43. The Local Board shall keep accounts in respect of their gas undertaking separate from all their other accounts and shall apply all money from time to time received by them in respect of the gas undertaking except money borrowed and money derived from the sale of surplus lands or other moneys received on capital account as follows (that is to say):—

First.—In payment of the working and establishment expenses and cost of maintenance of their gas undertaking;

Secondly.—In payment of the interest on the mortgage debt of the Gas Company until redeemed;

Thirdly.—In payment of the interest on moneys borrowed by the Local Board under this Act;

Fourthly.—In providing the requisite instalments or sinking fund under this Act;

Fifthly.—In providing a reserve fund for their gas undertaking if they think fit by setting aside such money as they from time to time think reasonable and investing the same and the resulting income thereof in Government securities or any securities in which trustees are or may be authorised to invest trust moneys (except securities of the Local Board) and

accumulating the same at compound interest until the fund so formed amounts to five thousand pounds which fund shall be applicable from time to time to answer any deficiency at any time happening in the income of the Local Board from their gas undertaking or to meet any extraordinary claim or demand at any time arising against the Local Board in respect of that undertaking and so that if that fund is at any time reduced it may thereafter be again restored to the sum of five thousand pounds and so from time to time as often as such reduction happens :

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And the Local Board shall carry to the district fund so much of any balance remaining in any year as may in the opinion of the Local Board not be required for carrying on their gas undertaking and paying the current expenses connected therewith and the annual proceeds of the reserve fund when such fund amounts to five thousand pounds.

44. Any deficiency in the revenues of the Local Board on account of their gas undertaking shall be from time to time made good out of the general district rate in such manner as the Local Board may from time to time determine.

As to deficiency in receipts.

45. The provisions of the Public Health Act 1875 relating to the audit of accounts of local boards as altered and amended by the District Auditors Act 1879 and sections 245 249 and 250 of the first-mentioned Act shall apply and be observed with respect to the accounts kept under the provisions of this Act.

Audit of accounts.

46. Where any summons demand or other document under this Act requires authentication by the Local Board the signature thereof by the clerk of the Local Board shall be a sufficient authentication.

Authentication of notices.

47. No person entering into any contract with the Local Board for the supply of gas to him or for any meter or apparatus to be furnished to him or for any work to be done for him for the purposes of such supply shall thereby be disabled from being a member of the Local Board or incur any penalty by reason of such contract but any member of the Local Board concerned directly or indirectly by himself or any partner in any such contract shall not take part in any vote or proceeding relative thereto at any meeting of the Local Board.

Contracts for gas not to disqualify.

48. The Local Board may from time to time sell and dispose of or let on lease for any term of years any lands acquired by them under this Act and not for the time being required for the purposes of the gas undertaking.

Power to Local Board to sell &c. lands.

A.D. 1893.

Application
of moneys
from sale &c.
of land.

49. The Local Board shall apply all moneys from time to time received by them in respect of any sales exchanges or disposition of lands acquired by them under this Act or by way of fine or premium on any lease of any such lands 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 and such proceeds 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.

Expenses of
Act.

50. The costs charges and expenses preliminary to and of and incidental to the preparing and applying for and the obtaining and passing of this Act and the costs charges and expenses of and incidental to the transfer of the gas undertakings and the negotiating such transfers and all matters relating thereto (such costs to be taxed by the taxing officer of the House of Lords or of the House of Commons) shall be paid by the Local Board out of the district fund and general district rate or out of the money to be borrowed by the Local Board under this Act.

THE FIRST SCHEDULE.

A.D. 1893.

ARTICLES OF AGREEMENT made the eighteenth day of October One thousand eight hundred and ninety-two between the TODMORDEN GAS COMPANY (herein-after referred to as "the Company") of the one part and the TODMORDEN LOCAL BOARD (herein-after referred to as "the Local Board") of the other part.

WHEREBY it is mutually agreed as follows:—

1. The Company subject to the provisions of this Agreement shall sell and the Local Board shall purchase the whole undertaking of the Company (herein-after called the said undertaking) which expression shall be taken to include all the gasworks lands buildings (subject to existing tenancies) retorts mains pipes machinery apparatus plant rights powers privileges chattels contracts credits moneys and all other the real and personal property and effects of the Company of whatsoever kind or nature or wheresoever situated (subject to all liabilities attaching thereto) as the same shall stand as and from the thirty-first day of March next for the sum of sixty-six thousand four hundred and sixty-two pounds ten shillings as between the holders of stock and shares the same being divided in the proportions following (that is to say):—

| | £ | s. | d. |
|---|---------|----|----|
| For the sum of £18,775 stock the sum of - | 46,937 | 10 | 0 |
| For the sum of £10,560 paid up on £10 shares the sum of | 18,480 | 0 | 0 |
| And for the sum of £1,045 for calls paid on shares in advance | 1,045 | 0 | 0 |
| | <hr/> | | |
| Making the total of - | £66,462 | 10 | 0 |
| | <hr/> | | |

with interest on the said sum of sixty-six thousand four hundred and sixty-two pounds ten shillings from the thirty-first day of March next at four pounds per centum per annum until payment such purchase-money and interest (the date of the payment of which by the Local Board to the Company is herein-after referred to as "the completion of the purchase") to be divided by the Company amongst the holders of stock and shares of the Company in the above-named proportions.

2. The said undertaking is also sold subject to the payment by the Local Board of the following liabilities owing by the Company, namely a mortgage loan of ten thousand pounds a temporary loan of four hundred pounds all moneys owing by the Company to its bankers on completion of the purchase whether on overdraft bill or otherwise and all interest then accrued or accruing due from the Company on any liabilities carrying interest. The Local Board shall also on the completion of the purchase take over perform and fulfil all obligations liabilities and contracts of the Company and indemnify the Company from all liability thereunder and from any claims against the Company either by holders of stock or shares of the Company or any person or persons having any claim whatsoever against the Company. The said undertaking is likewise sold subject

A.D. 1893.

to the right of the Company to declare and pay to the holders of stock or shares of the Company its statutory maximum annual dividend as heretofore equal to four pounds per centum per annum on the amount of the said purchase-money up to and including the year ending the thirty-first day of March next and as and from that date the Company shall be entitled to pay out of any moneys in its possession interest on the purchase-money of sixty-six thousand four hundred and sixty-two pounds ten shillings at the rate of four pounds per centum to the several holders of stock and shares of the Company until the completion of the purchase. The Company shall also be entitled to pay out of any moneys in its possession at the date of the completion of the purchase all back dividends (if any) remaining unpaid by or due from the Company to any of the holders of stock or shares of the Company. The Company shall likewise be entitled up to the date of completion of the purchase to pay out of any moneys in its possession all interest accruing on any liabilities of the Company carrying interest.

3. The Local Board shall at its own expense promote a Bill in the next ensuing session of Parliament and use its best endeavours to procure in such session an Act for the putting an end to all duties liabilities and obligations of the Company under the Todmorden Gas Act 1871 by the winding-up and dissolution of the Company and the distribution amongst the holders of stock or shares of the Company of the moneys to be paid in pursuance of this Agreement by the Local Board to the Company on the completion of the purchase and shall subject to the approval of Parliament insert in such Bill such clauses and provisions as may be necessary for and incidental to the ratifying and giving full effect to this Agreement and to the transfer to the Local Board of the said undertaking subject to all liabilities of the Company attaching thereto at the completion of the purchase together with such other clauses and provisions as the Local Board may deem needful but so far as the same will affect the Company they shall be subject to the approval of the directors of the Company and the Local Board shall subject to the approval of Parliament insert in the said Bill such further clauses (if any) as the Company may consider necessary or desirable such necessary and further clauses to be approved by the directors of the Company. In case the Local Board are unable to obtain the said Act in the next session they will apply in the following session and the Company shall so far as it can but at the expense of the Local Board aid and assist the Local Board in obtaining the said Act.

4. The said purchase is to be completed within six months from the date of the Royal Assent being given to the said Act and if from any cause whatever the purchase-money and interest is not paid within such six months interest shall be paid on the said purchase-money at the rate of four pounds per centum per annum until the completion of the purchase. Three months previously to the completion of the purchase the Local Board shall give to the Company notice in writing of the date on which the said purchase-money is to be paid and completion of the purchase is to take place.

5. The Company shall carry on the said undertaking as heretofore and according to its usual custom until the completion of the purchase and shall maintain and keep the undertaking in as good a state of repair as it now is (reasonable wear and tear and accidents only excepted) and the Local Board shall not until the completion of the purchase have any right to interfere in the

management of the said undertaking or any right to any account or inquiry but the Local Board may after the Royal Assent has been given to the said Act appoint two of the members of the Local Board to attend all meetings of the directors of the Company held prior to the completion of the purchase and such members may take part in all discussions which shall take place at such meetings and be entitled to vote thereat and such members may at all reasonable times after the execution of this Agreement have access to the said works.

6. The Local Board shall be entitled after the completion of the purchase to all books registers accounts deeds and documents of the Company but the Company shall have full access at all reasonable times to the books documents and accounts relating to the undertaking for all necessary purposes including all purposes necessary for the winding-up and dissolution of the Company and the distribution amongst the holders of stock and shares of the Company of the moneys to be paid in pursuance of this Agreement by the Local Board to the Company on the completion of the purchase. And the Company may exercise all and such of its statutory powers and rights as may be requisite either for the purpose of enforcing payment of all moneys (if any) due to the Company between the date of the passing of the said Act and the completion of the purchase or in relation to its capital or the holding of meetings or in relation to the distribution of the purchase-moneys dividends and other moneys and the winding-up of the affairs of the Company.

7. The Company between the date of this Agreement and the completion of the purchase shall be at liberty to expend upon capital account such money as it may be required by law to expend and shall also be at liberty to expend such further money on capital account as it shall reasonably deem necessary for efficiently carrying on the said undertaking.

8. The Company shall decide according to its usual custom whether payments or expenditure made by it have been made on capital or revenue account.

9. The Company shall (if required by the Local Board) deliver to the Local Board an abstract of its title to the lands agreed to be sold and the conveyances leases or assignments of such lands to the Company shall be accepted by the Local Board as valid and sufficient title thereto and such lands shall be sold subject to such outgoing easements rents and incidents of tenure as the same are held under by the Company at the date of the completion of the purchase and subject also to the tenancies affecting the same and the Company shall convey and assign the same to the Local Board by a proper deed or deeds to be prepared and duly stamped by and at the expense of the Local Board who shall pay all the expenses and solicitors and legal and other charges which may properly be incurred by the Company in connection with and in relation to the preparation of this Agreement and the transfer and conveyance or assignment of the said undertaking.

10. The Local Board shall likewise bear and pay all its own costs and also the costs and charges which may be properly and reasonably incurred by the Company in the winding-up and dissolution of the Company and incidental thereto and all other purposes which the Company may reasonably and properly require in order that the Company may divide amongst the holders of stock and shares of the Company the whole of the moneys to be paid to the Company

A.D. 1893.

by the Local Board on the completion of the purchase without any deduction and in full.

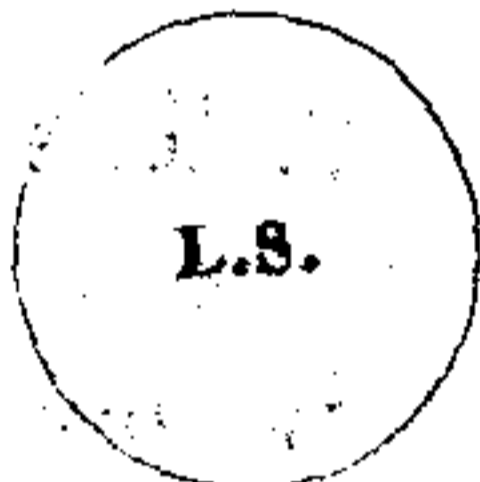
11. In the event of the Company and the Local Board not being authorised by Parliament to perform and carry out this Agreement then the same shall be void and of no effect except as to the last preceding clause and except that the Local Board shall pay to the Company all costs and expenses reasonably incurred by it in and about the endeavour to procure the passing of the said Act.

12. Should any question or difference hereafter arise between the Company and the Local Board as to the construction of this Agreement or otherwise in relation thereto then (unless it can be otherwise satisfactorily arranged and disposed of) the same shall be determined under and subject to the provisions of the Arbitration Act 1889 by a sole arbitrator to be appointed by the Board of Trade.

13. This Agreement is made subject to such alterations as Parliament may think fit to make therein but if Parliament make any material alterations in this Agreement which the Local Board or the Company may be unwilling to accept it shall be competent for either party hereto to withdraw from the same.

In witness whereof the Company and the Local Board have hereunto set and affixed their respective common seals the day and year first before written.

The common seal of the above-named Company was affixed hereto in the presence of (the alterations herein having been previously initialled in the margin by the chairman and secretary of the above-named Company)



WILLIAM SAGER Solicitor

Todmorden.

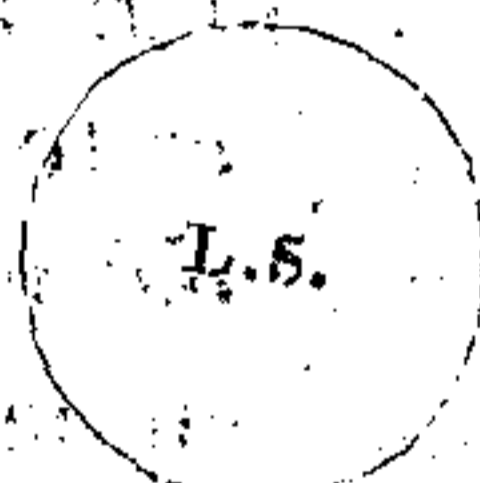
THOMAS ASHWORTH

Chairman.

GEORGE ED. SAVILLE,

Secretary.

The common seal of the Todmorden Local Board was hereto affixed pursuant to a resolution of the Board passed on the twenty-sixth day of October one thousand eight hundred and ninety-two in the presence of (the alterations having been previously initialled)



ABRAM CROSSLEY

Chairman of the said Local Board.

DAN SUTCLIFFE

Solicitor and Clerk to the Local Board.

THE SECOND SCHEDULE.

A.D. 1893.

ARTICLES OF AGREEMENT made the nineteenth day of October one thousand eight hundred and ninety-two between FIELDEN BROTHERS LIMITED of Todmorden (herein-after referred to as the Company) of the first part JOHN FIELDEN of Dobroyd Castle Todmorden in the county of Lancaster Esquire and JOHN ASHTON FIELDEN of Centre Vale Todmorden aforesaid Esquire of the second part and THE TODMORDEN LOCAL BOARD (herein-after referred to as the Local Board) of the third part.

WHEREAS the Company since their formation have in a portion of the Todmorden urban sanitary district supplied gas and Wilson Brothers Limited of Cornholme and the Todmorden Gas Company have also supplied gas in the same or other parts of the said urban sanitary district:

And whereas the Local Board have entered into provisional arrangements with the said several Companies for the purchase of their several gasworks and undertakings or of parts thereof on certain conditions applicable to each with the view that all the gas supply of the district should be vested in the Local Board and the Agreement herein-after contained is intended to form the provisional Agreement between the Company (party hereto) and the Local Board so far as regards the arrangements made between the said parties hereto:

Now these presents witness and it is hereby agreed covenanted and declared by and between the parties hereto as follows:—

1. The Company shall sell and the Local Board shall purchase (subject to the approval of Parliament as herein-after mentioned) (A) The gas mains pipes and other gas plant (if any) of the Company outside their works at Waterside and Robinwood (B) All the rights powers and privileges conferred upon the Company as successors of Messrs. Fielden Brothers under the fifty-seventh section of the Todmorden Gas Act 1871 which section shall be dealt with by the Act intended to be promoted sanctioning the proposed purchase as the Local Board shall subject to the sanction of Parliament think fit and (C) The right of the Company to make and sell gas and the goodwill of the Company as makers and sellers of gas within the district of the Local Board for the sum of twenty thousand pounds. The meaning of these presents being that the Company after the purchase has been completed shall not sell or supply gas to others for any purpose whatever within the limits for the time being of gas supply of the Local Board and shall not themselves use for illuminating purposes any gas manufactured by them but shall continue at liberty to manufacture and use gas within their own works as a gaseous fuel for producing steam and not being illuminating purposes.

A.D. 1893.

2. The purchase is to be completed on the day following the next quarterly day for making up the gas accounts of the Company which shall occur after the Royal Assent is given to an Act of Parliament confirming this Agreement and if from any cause whatever the purchase-money is not paid on the day appointed for completion interest shall be paid by the Local Board to the Company on the said purchase-money at the rate of four pounds per centum per annum from that date until completion.

3. For the satisfaction of the Local Board and at the request of the Company the said John Fielden and John Ashton Fielden as the predecessors of the Company hereby consent to the said sale and for the purpose of passing any estate or interest they may have in the said mains pipes rights and privileges agreed to be sold hereby ratify and confirm the said sale.

4. The Local Board shall at their own expense apply for promote and use their best endeavours to procure during the year one thousand eight hundred and ninety-three the passing of a Bill for confirmation of this Agreement and for carrying out the purchase and the Company shall if required by the Local Board as far as they can aid and assist but without expense to the Company the Local Board in obtaining the said Act.

5. The Local Board shall be entitled to use free of charge the three gasholders gas engine exhauster and governors which are the property of the Company and are situate in their works at Waterside for the term of three years after the Royal Assent to the aforesaid Act has been obtained Provided that during such user the Local Board shall be bound to maintain and keep in good repair the said gasholders gas engine exhauster and governors and shall deliver up the same in good condition in all respects at the expiration of the said period Provided also that the Local Board shall during the said period of three years have convenient access to the said gasholders gas engine exhauster and governors by their clerk and gas manager and by any of their servants whose names shall have been given in writing by the Local Board to the Company at their registered office from time to time but the Company shall have power to refuse admission to any of such persons (except the clerk or gas manager to the Local Board) whose admission the Company may for any reason consider to be prejudicial to the interests of the Company.

6. In the event of the Company and the Local Board not being authorised by Parliament to perform and carry out this Agreement then the same shall be void and of no effect.

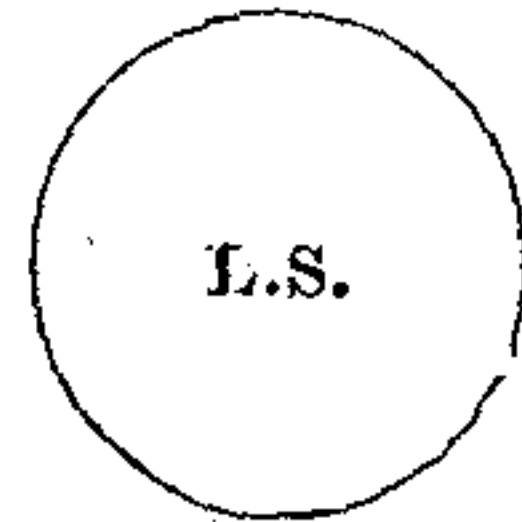
7. Should any question or difference hereafter arise between the Company and the Local Board as to the construction of this Agreement or otherwise in relation thereto then the same shall be determined under and subject to the provisions of the Arbitration Act 1889 by a single arbitrator to be appointed by the Board of Trade.

8. This Agreement is made subject to such alterations as Parliament may think fit to make therein but if Parliament make any material alterations in this Agreement which the Local Board or the Company may be unwilling to accept it shall be competent for either party hereto to withdraw from the same.

A.D. 1893.

In witness whereof the respective common seals of the Company and the Local Board have been hereunto set and affixed and the said John Fielden and John Ashton Fielden have hereunto set their hands and seals the day and year first before written.

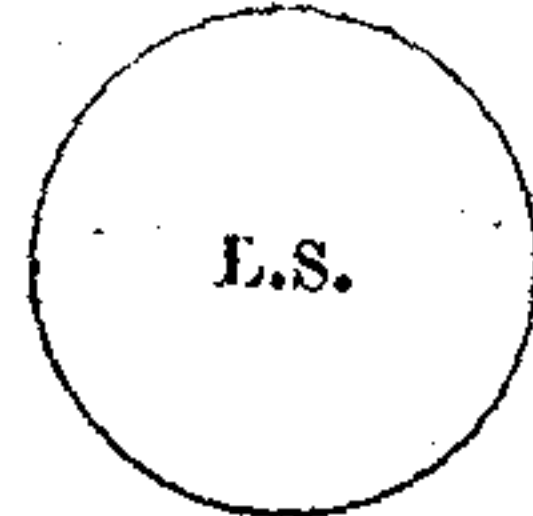
The common seal of the Todmorden Local Board was hereto affixed pursuant to a resolution of the board passed on the 26th day of October 1892 in the presence of (the alterations having been previously initialled)



ABRM. CROSSLEY
Chairman of the said Local Board.
D. SUTCLIFFE
Solicitor and Clerk to the Local Board.

The common seal of Fielden Brothers Limited was affixed to this Agreement pursuant to a resolution of the board of directors passed on the 2nd day of November 1892 and was signed by Edward Brocklehurst Fielden and Thomas Wrigley two directors of the said Company in the presence of

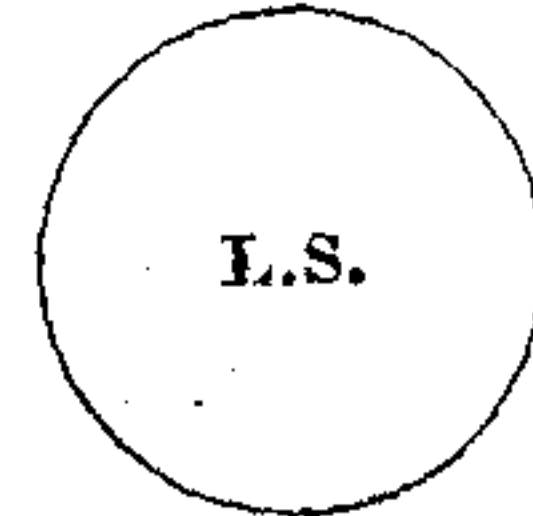
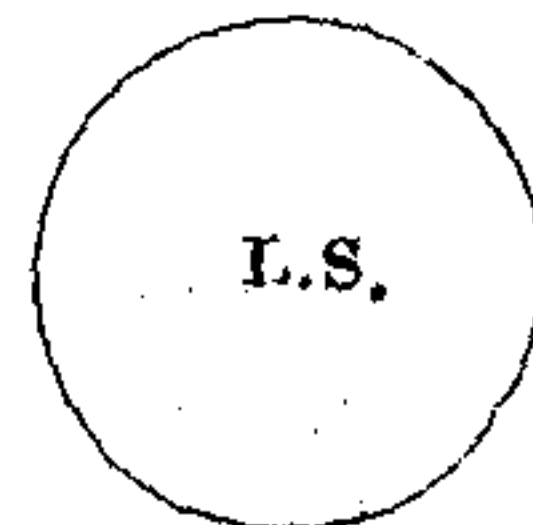
EDWARD B. FIELDEN
THOS. WRIGLEY
Two directors of
Fielden Brothers
Limited.



WILLIAM SMITH HOLLINRAKE
Secretary to Fielden Brothers Limited.

Signed sealed and delivered by the said John Fielden and John Ashton Fielden in the presence of

JOHN FIELDEN
JOHN ASHTON FIELDEN



THEODORE LODGE
7 East India Avenue London E.C.
Cashier.

A.D. 1893.

THE THIRD SCHEDULE.

ARTICLES OF AGREEMENT made the thirty-first day of October one thousand eight hundred and ninety-two between WILSON BROTHERS LIMITED of Cornholme near Todmorden (herein-after referred to as the Company) of the first part NATHAN PARR GRAY of Burnley bank manager and ELI HIGHAM of Accrington cotton manufacturer of the second part and THE TODMORDEN LOCAL BOARD (herein-after referred to as the Local Board) of the third part.

WHEREAS the Company have in a portion of the Todmorden urban sanitary district supplied gas and Fielden Brothers Limited of Todmorden and the Todmorden Gas Company have also supplied gas in other parts of the said urban sanitary district :

And whereas the Local Board have entered into provisional arrangements with the several Companies for the purchase of all their several gasworks and undertakings on certain conditions applicable to each with the view that all the gas supply of the district should be vested in the Local Board And the Agreement herein-after contained is intended to form the provisional Agreement between the Company (party hereto) and the Local Board so far as regards the arrangements made between the said parties hereto :

Now these presents witness that—

1. The Company (with the concurrence of the said Nathan Parr Gray and Eli Higham testified by their respectively executing these presents) shall sell and the Local Board shall purchase (subject to the approval of Parliament) (A) all the ironwork of the gasholders mains pipes and governors of the Company used for the supply of gas to the public such mains and pipes to comprise only those outside the private premises of the Company (B) the right of the Company (other than as herein-after provided) to make supply or sell gas or construct any works for the manufacture or supply of gas within the limits of the district formerly constituting the Local Board district of Cornholme in the townships of Todmorden and Walsden Stansfield and Cliviger and the goodwill of the Company as makers and sellers of gas (other than as aforesaid) and (C) all the rights protection and powers conferred upon the Company by section 56 of the Todmorden Gas Act 1871 as purchasers and owners for the time being of the gasworks situate in the said district formerly constituting the Local Board district of Cornholme or as successors of Messieurs Joshua Henry Wilson James Wilson and Lawrence Wilson which section shall be dealt with by the Bill intended to be promoted for the purpose of carrying this purchase into effect as the Local Board shall think fit for the sum of six thousand five hundred pounds free from incumbrances The meaning of these presents being that the Company shall not after the purchase has been completed make coal gas for illuminating purposes and shall not make or use any other gas for illuminating purposes without the written consent of the Local Board and shall not sell or supply gas to others for any purpose whatever within the limits for the time being of the gas supply of the Local Board but the Company shall continue at

liberty to manufacture and use gas within their own works and premises as gaseous fuel for producing steam and not being illuminating purposes.

2. Upon completion of the purchase the parties hereto of the first and second parts and all other necessary parties (if any) shall execute a proper assurance to the Local Board of the premises sold the cost of and incidental to the perusal and execution of such assurance by any person other than the parties hereto of the first and second parts being borne by the Local Board the purchase to be completed on the day following the next quarterly day for making up the gas accounts of the Company which shall occur after the Royal Assent is given to an Act of Parliament confirming this Agreement from the completion the Local Board shall be entitled to possession and receipt of the profits of the premises sold and all outgoings apportioned up to that day shall be discharged by the Company. And if from any cause whatever the purchase-money is not paid on the day appointed for completion interest shall be paid on the said purchase-money at the rate of four pounds per centum per annum from that date until completion and the said purchase-money of six thousand five hundred pounds and interest after the rate aforesaid shall be a first charge on the premises sold until full payment thereof.

3. The Company shall within fourteen days from the date hereof deliver to the Local Board an abstract of its title to the ironwork of the gasholders mains pipes governors rights powers and goodwill agreed to be sold or shall leave with the clerk to the Local Board its title deeds thereto and a copy of its memorandum and articles of association for the space of two weeks but the title of the parties hereto of the first and second parts to the mains pipes goodwill and benefit sold and their right to dispose of the same shall be admitted.

4. The Local Board shall be entitled to the use of the gasholders in their present position for two years from the first day of January following the Royal Assent to the Act free of charge and shall at the expiration of that period forthwith remove the said ironwork of the gasholders and articles purchased from the private land and premises of the Company doing as little damage as possible to the land buildings and premises of the Company and making good all damage caused thereby.

5. The Local Board shall at their own expense make and prosecute with all possible despatch the necessary application to Parliament for confirmation of this Agreement and carrying out the purchase and such confirmation shall be obtained in the session of 1893 if possible and the Company shall as far as they can but without expense to the Company aid and assist the Local Board in obtaining the said Act.

6. In the event of the Company and the Local Board not being authorised by Parliament in the session of 1893 or 1894 to perform and carry out this Agreement in its general form and terms or with such variations as shall be assented to by the Company and the Local Board then the same shall be void and of no effect. And this Agreement is made subject to such alterations as Parliament may think fit to make therein but if Parliament make any material alterations in this Agreement which the Local Board or the Company may be unwilling to accept it shall be competent for either party hereto to withdraw from the same.

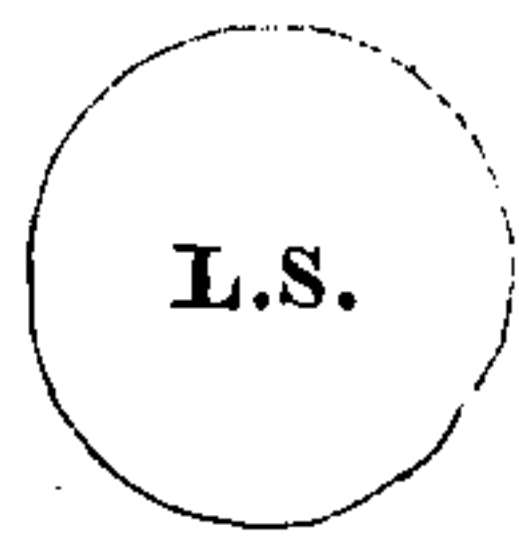
A.D. 1893.

7. Should any question or difference hereafter arise between the Company and the Local Board as to the construction of this Agreement or otherwise in relation thereto then (unless it can be otherwise satisfactorily arranged and disposed of) the same shall be determined under and subject to the provisions of the Arbitration Act 1889 and the Board of Trade shall appoint a sole arbitrator.

In witness whereof the respective common seals of the Company and the Local Board and the hands and seals of the parties hereto of the second part have been hereunto set and affixed respectively.

The common seal of Wilson Brothers Limited was affixed hereto (in pursuance of a resolution of the board of directors) in the presence of

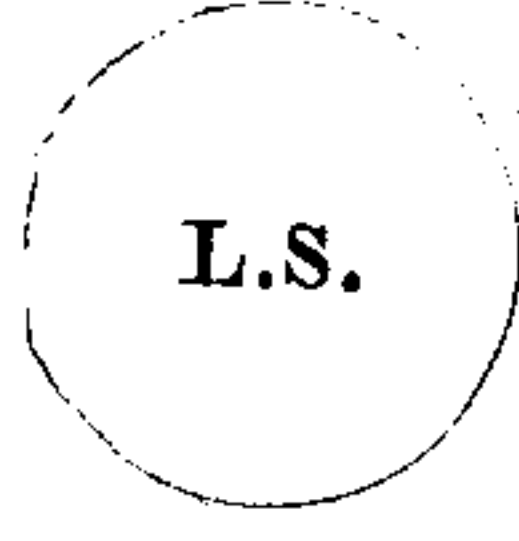
Director
JOSHUA H. WILSON
Secretary
JAS. RAMSBOTTOM



(Witness) THOMAS CUNLIFFE
Clerk
Cornholme.

Signed sealed and delivered by the said Nathan Parr Gray in the presence of

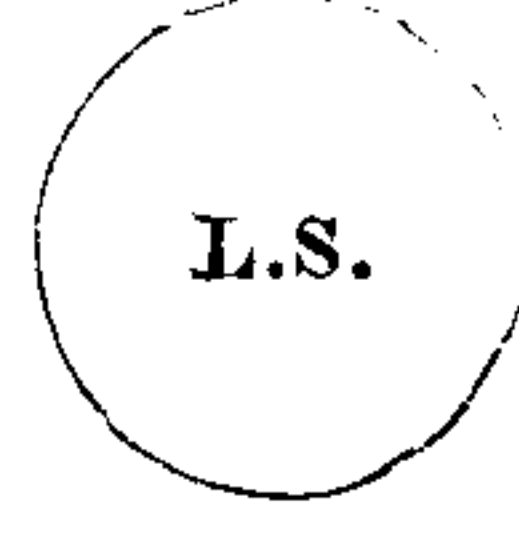
NATHAN PARR GRAY



JAS. BOOTH
97 Todmorden Road Burnley
Bank Cashier.

Signed sealed and delivered by the said Eli Higham in the presence of

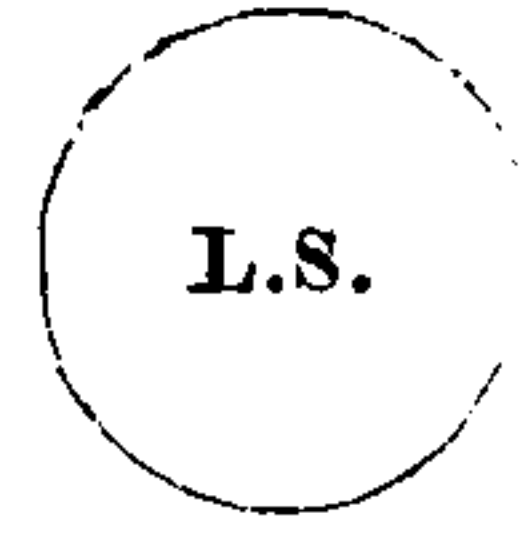
ELI HIGHAM



WILLIAM HAUGHTON
Lilac Grove
Crawshawbooth.

The common seal of the Todmorden Local Board was hereto affixed in pursuance of a resolution passed by the board on the 26th day of October 1892 in the presence of

ABRM. CROSSLEY
Chairman.
D. SUTCLIFFE
Solicitor and Clerk to the Board.



THE FOURTH SCHEDULE.

A.D. 1893.

FORM OF DEED OF TRANSFER OF UNDERTAKING OF GAS COMPANY
TO THE LOCAL BOARD.

IN pursuance and subject to the provisions of the Todmorden Local Board Gas Purchases Act 1893 and in consideration of £ the Todmorden Gas Company hereby grant convey and assign unto the Todmorden Local Board and their successors the undertaking property rights powers and privileges of the Todmorden Gas Company subject to all debts and other liabilities attaching thereto as set out in the First Schedule to the said Act To hold the same unto the Todmorden Local Board their successors and assigns And the said Local Board do hereby accept the same accordingly In witness whereof the said Company and the said Local Board have hereunto affixed their respective common seals this day 189 .

THE FIFTH SCHEDULE.

THE EXISTING GAS LANDS NOT EXCEEDING IN THE WHOLE 2 ACRES BEING THE LANDS DESCRIBED IN THE SCHEDULE TO THE TODMORDEN GAS ACT 1871.

(a.) A plot or parcel of land situate near the Swan Inn at Millwood in the township of Stansfield in the parish of Halifax in the west riding of the county of York now belonging or reputed to belong to and in the occupation of the existing Company (formerly part of a meadow or close of land called the Shuts or Swan Field) and bounded on the northerly side by other part of the same close belonging or reputed to belong to Joseph Ashworth on the westerly side by Leeming Hall Estate on the southerly side by the River Calder and on the easterly side by the land belonging to and occupied by the works of the existing Company.

(b.) A plot or parcel of land in the said township of Stansfield part of a close called the Swan Field now held by and in the occupation of the existing Company and bounded on the northerly and easterly sides thereof respectively by land (formerly part of the said close) belonging to or reputed to belong to the late Mr. Richard Ingham of Hall Royd and now held by and in the occupation of the existing Company on the southerly side by the River Calder and on the westerly side by the aforesaid land and works of the existing Company.

(c.) A plot or parcel of land in the said township of Stansfield abutting on and adjoining to the last-mentioned plot or parcel of land (formerly part of the said close called Swan Field) held and occupied by the existing Company and bounded on the northerly and easterly sides thereof respectively by other part of the same close belonging to or reputed to belong to the late Mr. Richard

A.D. 1893. Ingham on the westerly side thereof by the said plot of land lastly herein-before described and held and occupied by the existing Company and on the southerly side thereof by the same land and the River Calder.

NEW GAS LANDS.

(d.) All that plot of land in the township of Stansfield in the parish of Halifax in the west riding of the county of York now belonging or reputed to belong to and in the occupation of the Gas Company bounded on the northerly side partly by premises belonging or reputed to belong to Mitchell Barnes partly by premises belonging to or reputed to belong to the executors of Martha Ashworth deceased and partly by the stable and offices of the Todmorden Gas Company on the westerly side by the private road leading from the Halifax Road to the Todmorden gasworks on the southerly side by the plot or parcel of land described in Schedule A. to the Todmorden Gas Act 1871 on part of which is now erected the retort house and yard of the Gas Company and on the easterly side by a close of land belonging or reputed to belong to Mrs. Elizabeth Ingham and Mrs. Annie Mary Ingham or one of them.

(e.) All that plot of land (formerly part of the Leeming Hall Estate) in the said township of Stansfield now held by and in the occupation of the Gas Company bounded on the northerly side by a street called Pickthall Terrace on the westerly side by a close of land belonging or reputed to belong to Mr. Benjamin Outram Mr. Charles Hartnett and Messrs. George Beauchamp Humphreys and Mr. John Fawcett Hirst or some or one of them on the southerly side by the millrace or tail goit of Stansfield Mill belonging or reputed to belong to William Sutcliffe Esquire on the easterly side partly by a private road leading from Halifax Road to the Todmorden gasworks and partly by land belonging or reputed to belong to William Sutcliffe Esquire.

(f.) All that close of land with the barn and cottage standing thereon situate at Mill Wood in the township of Stansfield in the parish of Halifax in the west riding of the county of York bounded on the northerly side by the Halifax Road on the westerly side by a close of land belonging or reputed to belong to Messrs. John Henry Maden and Caleb Hoyle and in the occupation of John Roberts on the southerly side by the millrace or tail goit of Stansfield Mill belonging or reputed to belong to William Sutcliffe Esquire on the easterly side partly by the road to Pickthall Terrace and partly by a close of land on which the Gas Company have recently erected works for the manufacture of their residual products and which first-mentioned close of land and barn are now in the occupation of Mr. Abraham Ashworth and the cottage in the occupation of Mr. John Buck and belong or are reputed to belong to Mr. Benjamin Outram Mr. Charles Hartnett and Messrs. George Beauchamp Humphreys and John Fawcett Hirst or some or one of them.

(g.) All that plot of land situate at Waterside in the township of Langfield in the parish of Halifax in the west riding of the county of York on which are placed the gasholders gas-purifying plant gas exhauster and governor of Fielden Brothers Limited and which plot of land now belongs or is reputed to belong to and in the occupation of Fielden Brothers Limited bounded on the northerly side by an occupation road and a portion of the weaving shed of the said Fielden Brothers Limited on the westerly side by the sizehouse and warehouse and

another weaving shed of the said Fielden Brothers Limited and on the southerly side by an occupation road and privies adjoining the said weaving shed and on the easterly side by a vacant plot of land the property or reputed property of the said Fielden Brothers Limited.

A.D. 1893.

(h.) All that plot of land situate at Cornholme near Todmorden in the township of Cliviger in the county of Lancaster on which are placed the gasholders retort-houses boiler-house naphtha and acid rooms and yard of Wilson Brothers Limited which plot belongs to or is reputed to belong to the Honourable Emily Frances Gordon Lennox (commonly called Lady Alexander Gordon Lennox) and is in the occupation of Wilson Brothers Limited and is bounded on the northerly side by the road to Park Side and Brown Birks Farm on the westerly side by the bobbin works of Wilson Brothers Limited on the southerly side partly by a private road to the said works and partly by the charcoal sheds of Wilson Brothers Limited and on the easterly side by Wilson Street.

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