

### CHAPTER clvii.

An Act to authorise the transfer of the undertaking of the Barnoldswick Gas and Light Company Limited to the Barnoldswick Local Board and for other purposes.

A.D. 1893.

[27th July 1893.]

**W**HEREAS the Barnoldswick Gas and Light Company Limited (in this Act called "the Company") was formed by a Memorandum of Association dated the third day of July one thousand eight hundred and eighty-eight and was duly incorporated and registered under the Companies Acts 1862 to 1886 for the manufacture supply and sale of gas and residual products in the parish of Barnoldswick in the county of York and elsewhere :

And whereas by the Barnoldswick Gas Order confirmed by the Gas and Water Orders Confirmation Act 1890 the Company was authorised to maintain and continue alter enlarge and renew gasworks and to supply and sell gas within their limits of supply and to carry on the business usually carried on by gas companies :

And whereas the capital of the Company consists of one thousand two hundred ordinary shares of ten pounds each upon which six pounds per share has been paid up :

And whereas the Company have a mortgage debt of one thousand eight hundred pounds :

And whereas the Company purchased the lands described in the schedule to the said Order and in the First Schedule to this Act and have erected gasworks thereon and are supplying gas in the district of the Barnoldswick Local Board and have power also to supply gas in the township of Thornton in the parish of Thornton-in-Craven all in the west riding of the county of York :

And whereas the parish of Barnoldswick aforesaid (in the west riding of the county of York) is a Local Government district and the Barnoldswick Local Board (in this Act called "the Local Board") are the urban sanitary authority for the said district :

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And whereas it would be of advantage to the district and the neighbourhood thereof if the undertaking of the Company were transferred to and vested in the Local Board :

And whereas the Local Board and the Company have entered into an agreement for such transfer and vesting and it is expedient that such agreement as set forth in the Second Schedule to this Act and herein-after referred to as "the scheduled agreement" be confirmed and that provisions such as are in this Act contained be made for the winding up and dissolution of the Company :

And whereas it is expedient that the Local Board be authorised to borrow money and apply their funds for the purposes of this Act :

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

And whereas a majority of the members of the Local Board at a meeting held on the nineteenth day of October 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 Pioneer" a local newspaper circulated in the district of the Local Board (such notice being in addition to the ordinary notices required for summoning such meeting) resolved that the expenses in relation to promoting the Bill for this Act should be charged on the general district rate of the Local Board :

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

And whereas the propriety of the promotion of the Bill for this Act was confirmed by a majority of the whole number of the Local Board at a further special meeting held in pursuance of a similar notice on the eleventh day of January one thousand eight hundred and ninety-three being not less than fourteen days after the deposit of the Bill in Parliament :

And whereas the owners and ratepayers of the said Local Board district of Barnoldswick 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) :—

Short title.

1. This Act may for all purposes be cited as the Barnoldswick Local Board Gas Act 1893.

[56 & 57 VICT.] *Barnoldswick Local Board Gas* [Ch. clvii.]  
*Act, 1893.*

2. The Lands Clauses Acts (except the provisions thereof with respect to the purchase of lands otherwise than by agreement and with respect to 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) 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 accounts &c.) shall apply to the gas undertaking of the Local Board.

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—  
Incorporation of general Acts.

3. In this Act—

The term “undertaking” or “the gas undertaking” in relation to the Company means the property and undertaking of the Company as defined in the scheduled agreement subject to all contracts debts obligations and liabilities affecting the same transferred to and vested in the Local Board under and by virtue of this Act.

Interpretation of terms.

The term “the transfer” means the transfer to and the vesting in the Local Board of the said undertaking of the Company subject as aforesaid:

The term “daily penalty” means a penalty for each day on which an offence is continued or repeated after conviction thereof:

Terms to which meanings are assigned in enactments incorporated with this Act or in the Public Health Acts or which have therein special meanings have in this Act the same respective meanings and in this Act and (for the purposes of this Act) in enactments incorporated with this Act the term “court of competent jurisdiction” or any other like term shall have effect as if the debt or demand with respect to which it is used were a simple contract debt and not a debt or demand created by statute.

4. The Barnoldswick Gas Order and so much of the Gas and Water Orders Confirmation Act 1890 as relates thereto are hereby repealed.

Repeal of Barnoldswick Gas Order 1890.

5. This Act shall be carried into execution by the Local Board according to the Public Health Act 1875.

Act to be executed by Local Board.

6. The limits of this Act shall be the whole of the district of the Local Board and also the townships of Coates and Salterforth all in the west riding of the county of York.

Limits of Act.

7. The scheduled agreement is hereby confirmed and made binding upon the Local Board and the Company and the Company

Confirmation of scheduled agreement.

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shall sell to the Local Board and the Local Board shall purchase the undertaking for such consideration to be paid at such time and in such manner and generally on such terms as are in the scheduled agreement set forth.

For pro-  
tection of  
the Mill  
Company  
Limited.

**8.** Nothing in this Act or in the scheduled agreement shall authorise or empower the Local Board to supply gas in bulk or otherwise within the townships of Thornton or Earby or to interfere with prejudice or affect any of the gasworks mains pipes or other property or rights of the Mill Company Limited within the said townships.

Transfer of  
undertaking  
to be by  
deed.

**9.** The sale of the undertaking 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 Third Schedule to this Act or to the like effect with such variations and additions as circumstances require and on the execution of that deed by the Company the undertaking shall by virtue of that deed and of this Act become and shall thenceforth be transferred to and vested in the Local Board subject and according to the provisions of this Act and free as between the Company and the Local Board from all contracts obligations debts liabilities and incumbrances affecting the same and thenceforth the Local Board shall have and hold the undertaking.

The deed of conveyance shall within three months from its date be produced duly stamped to the Commissioners of Inland Revenue and in default of such production the ad valorem stamp duty with interest at the rate of five pounds per centum per annum from the date of the deed shall be recoverable from the Local Board with full costs of suit and all costs and charges attending the same.

Receipt for  
purchase  
money.

**10.** The receipt in writing of three of the directors of the Company for the purchase money or any other sum to be paid to them by the Local Board shall effectually discharge the Local Board from the sum which in such receipt shall be acknowledged to have been received and from being concerned to see to the application thereof and from being answerable or accountable for the loss misapplication or non-application thereof.

Application  
of purchase  
money.

**11.** The Company shall hold the purchase money including the reserve fund of the undertaking when paid in trust to pay the mortgage debt and interest and all costs debts liabilities and remuneration to officers and all expenses in connexion with the winding up of the Company and to divide the residue amongst the shareholders rateably and in proportion to their respective shares in the undertaking and the directors of the 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 paying and discharging the debts and liabilities and distributing the purchase money and assets and winding up the affairs of the Company If however the number of directors of the Company be reduced by death resignation or otherwise below four before the completion of such winding up the continuing directors shall from time to time choose a member or members of the Company to fill the vacancy or vacancies caused.

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**12.** The persons who at the date of the transfer appear in the books of the Company to be proprietors of shares in the capital of the Company shall unless the contrary is proved to the satisfaction of the directors be considered to be shareholders for the purposes of the distribution of the Company's assets.

Company's books evidence as to shareholders.

**13.** The receipt of the trustee guardian executors or administrators of a shareholder in the Company shall be an effectual discharge to the Company and to the directors thereof for so much money as is therein expressed to be received.

Receipts of executors of shareholders to be discharges.

**14.** Where the directors of the Company are for six months after the transfer unable after diligent inquiry to ascertain the person to whom any part of the purchase money of the undertaking or other assets of the 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 High Court or if not exceeding five hundred pounds into the county court holden at Skipton under any Act for the time being in force for the relief of trustees and every such payment into court shall conclusively discharge the Company and directors from all further liability with respect to the moneys so paid.

Payment into court by directors.

**15.** All debts (including the mortgage debt of the Company) rents charges and sums of money which at the time of the transfer are due or owing to or from the Company shall be paid discharged settled and satisfied as if this Act had not been passed.

Company's debts to be paid.

**16.** If at the time of the transfer any action suit or cause of action suit or proceeding is pending or existing against the 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 the Local Board as and when it might have been continued prosecuted and enforced against the Company if this Act had not been

Pending actions &c. against the Company.

A.D. 1893. — passed but not further or otherwise but without prejudice nevertheless to any remedy against the Company under any security or indemnity given by the Company to the Local Board.

Contracts of Company to be binding on Local Board. **17.** Except as is by this Act otherwise specially provided all purchases sales conveyances grants assurances deeds contracts bonds and agreements entered into or made and subsisting at the time of the transfer and then in force shall be as binding and of as full force and effect in every respect against or in favour of the Local Board and may be enforced as fully and effectually as if instead of the Company the Local Board had been a party thereto.

Winding up and dissolution of Company. **18.** When and so soon as the debts and liabilities of the Company have been paid and satisfied and the said purchase money has been appropriated and divided in manner herein-before directed and the affairs of the Company have been wound up the Company shall be by virtue of this Act dissolved.

Books &c. to remain evidence. **19.** All documents books and writings which if the transfer had not been made would have been receivable in evidence in respect of any matter for or against the Company shall be admitted in evidence in respect of the same and the like matter for or against the Local Board.

Power to purchase lands by agreement. **20.** In addition to the lands described in the First Schedule to this Act the Local Board may from time to time purchase by agreement and may hold for the purposes of this Act any lands within the limits of this Act not exceeding in the whole at any one time two acres 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 manufacture of gas or residual products except the lands described in the First Schedule to this Act.

Application of moneys from sale of surplus land. **21.** 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 or any other moneys received by them in the nature of capital not being borrowed moneys acquired by them under the powers of this Act or by way of fine or premium on any lease of any such lands or premises 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 any 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.

**22.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Local Board any easement right or privilege (not being an easement right or privilege of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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Power to  
take case-  
ments by  
agreement.

**23.** The Local Board shall not under the powers of this Act purchase or acquire 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 purpose 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 per week and the families of any such persons who may be residing with them.

Restriction  
on taking  
houses of  
labouring  
class.

**24.** From and after the transfer and subject to the provisions of this Act the Local Board may from time to time maintain alter improve enlarge extend and renew or discontinue the existing gasworks of the Company upon the lands described in the First Schedule to this Act and they may do all such acts as they may think proper for making and storing gas and for supplying gas within the limits of this Act and may make store and supply gas accordingly and may manufacture sell and provide and supply let or hire and deal in coke tar pitch asphaltum ammoniacal liquor lime and all other products or residuum of any materials employed in or resulting from the manufacture of gas and also meters fittings tubes pipes stoves appliances for the lighting warming or ventilating of houses and buildings or for motive power gas cooking apparatus and other articles and things in any way connected with gasworks or with the supply of gas as they may from time to time think fit.

Power to  
maintain  
gasworks  
and deal in  
residual  
products &c.

**25.** The Local Board may take hold and use patent rights and licenses or authorities (not being exclusive) under any letters patent for the use of any invention relative to the manufacture conversion

Power to  
hold licenses  
under letters  
patent.

A.D. 1893. — utilisation or distribution of gas and of such materials and residual products as herein-before mentioned.

Supply of gas in bulk &c. **26.** The Local Board may supply gas in bulk to any local authority or gas company within the gas limits upon such terms and conditions as may be agreed upon.

Power to lay pipes for lighting buildings. **27.** The Local Board may with the consent of the owner and occupier of any building lay any pipe branch or other necessary apparatus from any main or branch pipe into through or against such building for the purpose of lighting the same and may with the like consent provide and set up any apparatus necessary for securing to such building a proper and complete supply of gas and for measuring and ascertaining the extent of such supply and may from time to time with the like consent repair alter discontinue or remove any such pipe branch or apparatus.

Local Board when so required to sell portions of undertaking outside district. **28.** The Local Board shall at any time after the acquisition of the Gas Company's undertaking when so required by any other sanitary authority sell to that other sanitary authority all pipes fittings and other apparatus for or connected with the supply of gas belonging to the Local Board which shall at that time be laid or lie in the district of that sanitary authority (except all such pipes mains and other works required and used for supplying and conveying gas into and for any other part of the area for the time being included within the limits of supply of the Local Board) at such price and upon and subject to such terms and conditions as may be determined by agreement between the Local Board and that sanitary authority or failing agreement be settled by arbitration under the Arbitration Act 1889 and after any such sale the powers of the Local Board to supply gas within the district of that sanitary authority shall cease.

For the protection of the West Riding County Council. **29.** In executing the works and exercising the powers by this Act authorised so far as they affect the main roads and county and main road bridges of the west riding of the county of York the following provisions for the protection of the county council of the said west riding (in this section called "the council") shall have effect unless otherwise agreed on in writing between the council and the Local Board (that is to say) :—

(1) All mains and pipes to be laid in any main road shall be laid in such position at the side thereof as the council shall by writing under the hand of the surveyor to the council direct and shall not be laid in upon or across any county or main road bridge or any arch connected therewith respectively but shall be carried over the stream crossed by such bridge by



means of wrought-iron riveted tubing entirely separate from and independent of such bridge and arch and the gradient of such bridge and of the respective approaches thereto shall not be altered :

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- (2) All works to be constructed or laid in along or across or in any way affecting any main road or any county or main road bridge or any approach thereto shall be executed at the expense of the Local Board under the superintendence and to the reasonable satisfaction of the said surveyor and in accordance with plans sections and specifications to be submitted to and approved of by him in writing before the commencement of any such work (except in the case of emergency arising from defect in any pipes and then as soon as is possible after the necessity for the same shall have arisen) Provided that if he shall not within one month after the same shall have been submitted so express his approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof :
- (3) The works shall be so executed as not in any way to impede or interfere with the traffic of any main road or county or main road bridge or any approach thereto :
- (4) The Local Board shall pay to the council the reasonable costs in relation to the examination of the said plans sections and specifications and the superintendence by this section authorised :
- (5) If any difference arise between the council and the Local Board as to the construction or effect of this section such difference shall be settled by an engineer to be appointed by the Board of Trade on the application of either of the parties in difference and his decision shall be conclusive and the costs of reference shall be borne as he shall direct.

**30.** For the protection of the Leeds and Liverpool Canal Company (in this section called "the canal company") the following provisions shall have effect (to wit) :—

For protection of the Leeds and Liverpool Canal Company.

- (1) One month before the Local Board shall lay any pipe or other work over or under the canal or any towing path works or lands of the canal company (not being the repairs renewals or amendments of existing works of which the character and position are not altered) they shall in substitution for any other notices which they may be required to give under the Gasworks Clauses Act 1847 serve a notice upon the canal company at their principal office describing the proposed works and stating the amount of compensation (if any) proposed to be made in respect thereof and the manner in which such

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compensation (if any) is proposed to be paid or secured together with plans sections and specifications of the works showing the mode and position in which such works are intended to be executed and placed and the materials to be used Provided that the top of any pipes or other works which shall be laid under the canal and towing-path shall be placed at such a level under the bed of the said canal as to leave a clear depth of not less than ten feet under the waterway thereof below the sill of the waste weir of the pool of the said canal under which such pipes or other works shall be executed and placed And the Local Board shall upon being required to do so by the canal company or their engineer for the time being from time to time give him any such further information in relation thereto as he may reasonably desire and the same works shall not be commenced until the said engineer shall have approved of the said plans sections and specifications in writing under his hand Provided that if the said engineer shall not within twenty-eight days after the deposit of the said plans sections and specifications at the principal office of the canal company signify in writing his approval or disapproval thereof or his requirements in relation thereto he shall be deemed to have approved thereof :

- (2) The Local Board may purchase and take and the canal company may and shall sell and grant accordingly any easement or right or easements or rights of using the land required for the construction of the said works :
- (3) Nothing herein contained shall prevent the Local Board from entering upon the lands and works of the canal company when and for such periods as may be necessary for the fulfilment of the Local Board's obligations under this section :
- (4) The Local Board shall at their own expense maintain the said pipes and other works in good repair at all times unless they abandon the undertaking or the portion or portions thereof which pass over or under the canal and in either of those cases they shall (if required so to do by the canal company but not otherwise) remove or fill up to the satisfaction of the engineer of that company the said pipes and other works at the expense of the Local Board :
- (5) The Local Board shall make good all damage that may be occasioned to the works or property of the canal company by the construction renewal or want of repair of any of the works of the Local Board ; but
  - (1) In every case of pressing necessity ; and

(2) In every other case if for seven days after notice in writing thereof given to the Local Board by the canal company the Local Board neglect to proceed with due diligence to make good such damage the canal company may if they think fit make good the damage and the amount reasonably expended by them in so doing shall be repaid to them by the Local Board : A.D. 1893.

(6) If and whenever by any act or omission of the Local Board any part of the canal or towing-path shall be obstructed or rendered dangerous so that boats barges or other vessels navigating or using the canal shall be interrupted in their passage then the Local Board shall pay to the canal company as or by way of ascertained damages the sum of one hundred and fifty pounds for every twenty-four hours during which the obstruction or danger shall continue and so in proportion for any less time than twenty-four hours :

(7) Provided that nothing in this Act contained shall prevent the canal company or any owner of boats or barges from recovering from the Local Board in addition to the ascertained damages herein-before mentioned any special damage not thereby covered that may be sustained by the canal company or such owner in consequence of the stoppage or hindrance of the traffic upon the canal or in consequence of the works to be executed by the Local Board or by the canal company for the Local Board under the provisions herein-before contained or by reason of any water oozing or escaping from the canal or by reason of any subsidence caused by any work done by the Local Board or on account of any other act or omission of the Local Board :

(8) If and whenever any damages or other sums payable by the Local Board to the canal company or to such owner as afore-said are not paid on demand made on the secretary or clerk of the Local Board the same may together with costs of suit be recovered against the Local Board in any court of competent jurisdiction :

(9) All questions and differences which may at any time arise between the Local Board and the canal company as to the construction or effect of sub-sections 1 2 3 or 4 of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Local Board and the canal company or (if for fourteen days after the question or difference

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arises those two parties do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those parties and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion.

Differences with railway companies.

**31.** If any difference arises between the Local Board and any railway company whose lands or works the Local Board have power to cross for the purpose of meeting the demands for gas within the limits of supply as to the mode of laying down repairing altering or enlarging their pipes or the facilities afforded therefor the same shall be settled by an engineer to be appointed by the Board of Trade at the request of either party and the costs of the reference shall be in his discretion.

Price of gas.

**32.** It shall not be lawful for the Local Board to demand and receive for gas supplied by them by meter any sum exceeding the sum of five shillings and sixpence for every one thousand cubic feet of gas so supplied.

Quality of gas.

**33.** 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 fifteen sperm candles.

Pressure of gas.

**34.** 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 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.

Testing-place.

**35.** The Local Board shall within six months after the transfer cause to be provided at their works 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 Suggs 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. A.D. 1893.

**36.** Any deficiency in the revenues and receipts of the Local Board on account of the gas undertaking to make any of the payments or provide any of the funds to which the moneys received by them in respect of the gas undertaking are applicable under the provisions of this Act shall be from time to time made good out of the general district rate. As to deficiency in receipts.

**37.** Where any money is deposited by any person by way of security with the Local Board for the payment to them of all moneys which may become due to them by such person in respect of any supply of gas or of the purchase or hire of any meter the Local Board shall pay interest at the rate of four pounds per centum per annum for every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands. Local Board to pay interest on deposit.

**38.** 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 rents due from him the Local Board may refuse to furnish him a supply of gas until he pays the same. Power to refuse to supply persons in debt for other property.

**39.** Twenty-four hours notice in writing shall be given to the Local Board 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. Notice of the provisions of this section shall be endorsed on every demand note for gas rent. Gas consumers to give notice to Local Board before removing.

**40.** If any summons or demand given by the Local Board under this Act require authentication by the Local Board the signature thereof by the clerk of the Local Board or other officer duly authorised shall be a sufficient authentication. Authentication of notices.

**41.** No person shall be disqualified from being continuing or acting as a member of the Local Board by reason of his being concerned in any contract entered into by the Local Board for a supply of gas or other matters articles or things under this Act nor shall any mortgagee of the gas revenue be disqualified as a member of the Local Board by reason of his being a mortgagee but no member shall vote upon any question in which he is interested personally otherwise than as a consumer of the gas of the Local Board. Contracts for gas not to disqualify.

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Power to  
borrow.

**42.** The Local Board may from time to time (in addition to any moneys which they are now authorised to borrow or which they may be authorised to borrow under the provisions of any public or local Act) borrow at interest on mortgage of the following securities and for the following purposes being purposes to which capital is properly applicable but not otherwise the following sums (that is to say) :—

On security of the revenue of the gas undertaking and of the district fund and general district rate—

For the purchase of the undertaking of the Barnoldswick Gas and Light Company the sum of fourteen thousand five hundred pounds :

For paying the costs charges and expenses of this Act as hereinafter defined such sums as may be required :

And with the approval of the Local Government Board such further moneys as may be necessary for carrying into effect the purposes of this Act or otherwise in relation to the gas undertaking.

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

**43.** 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.

Provisions  
as to mort-  
gages.

**44.** The two hundred and thirty-sixth to the two hundred and thirty-ninth sections of the Public Health Act 1875 shall extend and apply to all mortgages made under the powers of this Act.

Protection  
of lenders  
from inquiry.

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

Period for  
payment of  
money  
borrowed.

**46.** 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) :—

(1) Moneys borrowed for the purchase of the undertaking of the Gas Company within thirty-five years from the date or dates of the borrowing of the same respectively :

(2) Moneys borrowed for the payment of the costs charges and expenses preliminary to and of and incidental to preparing and obtaining this Act within five years from the date of the borrowing of the same :

(3) Moneys borrowed with the sanction of the Local Government Board within such period not exceeding sixty years as that Board may in each case determine. A.D. 1893. —

47. The Local Board shall pay off all moneys borrowed by them on mortgage under the powers of this Act either by equal yearly or half-yearly instalments of principal or of principal and interest 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 fifteen of the Local Loans Act 1875 shall apply and are hereby incorporated with this Act. Mode of payment off of money borrowed.

48. The clerk shall within twenty-one days after the expiration of each year during which any sum 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 of the clerk if so required by them showing the amount which has been paid as an instalment or invested for the purposes of such sinking fund during the year preceding the making of such return and the description of the securities upon which the same has been invested and also showing the purposes to which any portion of the moneys invested for the sinking fund and the interest thereof have been applied during the same period and the total amount remaining invested at the end of the year and in the event of any wilful default in making such return the clerk shall be liable to a penalty not exceeding twenty pounds which shall be paid to the Local Government Board and shall be recoverable by that Board in a summary manner. If it appear to the Local Government Board by such return or otherwise that the Local Board have failed to pay any instalment or to set apart the sum required for the sinking fund under this Act or have applied any portions of the moneys set apart for that fund or any interest thereof to any purposes other than those authorised by this Act the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be set apart and invested as part of the sinking fund and such order shall be enforceable by Writ of Mandamus to be obtained by the Local Government Board out of the High Court and the provisions of this section shall apply mutatis mutandis to appropriations and annual repayments. Annual return to Local Government Board with respect to sinking fund.

49. If the Local Board pay off any part of any money borrowed by them under the powers of this Act otherwise than by means of instalments or appropriations or annual repayments or a sinking fund or out of the proceeds of the sale exchange or disposition of lands or out of fines or premiums on leases or other moneys received Power to reborrow.

A.D. 1893. on capital account not being borrowed moneys they may from time to time reborrow the same but all moneys so reborrowed shall be repaid within the period prescribed for the repayment of the moneys in lieu of which such reborrowing shall have been made and any amounts from time to time reborrowed shall be deemed to form the same loan as the moneys in lieu of which such reborrowing shall have been made and the obligations of the Local Board with respect to the repayment of such moneys shall not be in any way affected by such reborrowing.

Local Board  
not to regard  
trusts.

**50.** The Local Board shall not be bound to see to the execution of any trust whether expressed or implied or constructive to which any loan or security for loan given by them may be subject but the receipt of the person in whose name any loan or security for loan stands in the register or books of the Local Board shall from time to time be a sufficient discharge to the Local Board in respect thereof notwithstanding any trusts to which such loan or security may be subject and whether or not the Local Board have had express or implied notice of any such trust or of any charge or incumbrance upon or transfer of such loan or security or any part thereof 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 paid on any such receipt or be answerable or accountable for any loss misapplication or non-application of any such money.

Application  
of borrowed  
moneys.

**51.** All moneys borrowed by the Local Board under the powers of this Act shall be applied only to the purposes for which they are respectively authorised to be borrowed and to which capital is properly applicable.

Expenses of  
execution of  
Act.

**52.** All expenses incurred by the Local Board in carrying into execution the provisions of this Act (except such as are to be paid out of borrowed money or are otherwise provided for) shall be paid out of the district fund and general district rate.

Power to  
borrow under  
Local Loans  
Act 1875.

**53.** 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.

Any moneys borrowed in manner by this section authorised for any of the purposes of this Act shall be a charge on and shall be paid out of the revenue fund and rate on the security of which they



were borrowed and such revenue fund and rate shall be deemed the local rate within the meaning and for the purposes of the Local Loans Act 1875. A.D. 1893.

Every such loan shall be discharged within the prescribed period.

54. The Local Board shall not invest any sinking fund formed by them under the provisions of this Act or of the Local Loans Act 1875 in their own securities. Sinking fund of Local Board not to be invested in Local Board's securities.

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

- (1) In payment of their costs charges and expenses of and incidental to the collecting and recovering of gas rents and rates and of the borrowing of money under this Act:
- (2) In payment of the working and establishment expenses and cost of maintenance of their gas undertaking:
- (3) In providing the moneys required to pay the interest on moneys borrowed by them under this Act:
- (4) In providing the requisite instalments or sinking fund under this Act or otherwise making provision for repayment of the moneys borrowed under this Act:
- (5) In providing a reserve fund 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 such securities as they are for the time being authorised to invest their sinking fund in and accumulating the same at compound interest until the fund so formed amounts to one 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 or to the improving and extending their gas undertaking and so that if that fund is at any time reduced it may thereafter be again restored to the sum of one thousand pounds and so from time to time as often as such reduction happens:

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 amounting to one thousand pounds but no part of such balance shall be carried to the

[Ch. clvii.] *Barnoldswick Local Board Gas* [56 & 57 VICT.]  
*Act, 1893.*

A.D. 1893. credit of the district fund when the price to private consumers exceeds five shillings per one thousand cubic feet.

Audit of accounts.

**56.** The two hundred and forty-fifth section and the two hundred and forty-seventh section (except so much thereof as is repealed by the District Auditors Act 1879) and the two hundred and forty-ninth and the two hundred and fiftieth sections of the Public Health Act 1875 relating to accounts and their audit and the provisions of the District Auditors Act 1879 so far as the same are applicable shall apply to the accounts of the Local Board and their officers under this Act and to the audit of such accounts.

Local Board to keep separate gas accounts.

**57.** From and after the transfer the Local Board shall keep separate and distinct accounts of their gas undertaking showing separately the receipts and payments on revenue and capital account.

Costs of Act.

**58.** The costs charges and expenses preliminary to and of and incidental to preparing and obtaining this Act including the costs charges and expenses preliminary to and of and connected with the obtaining of the resolution of owners and ratepayers aforesaid as taxed by the taxing officer of the House of Lords or the House of Commons shall be paid by the Local Board primarily out of the general district rate but ultimately out of moneys borrowed under the authority of this Act.

The SCHEDULES referred to in the foregoing Act.

A.D. 1893.

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### FIRST SCHEDULE.

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#### LAND FORMING THE SITE OF THE COMPANY'S WORKS.

The lands herein-before referred to and described as the gas site consist of—

(Firstly) A piece of land containing by admeasurement five thousand six hundred and twenty-three square yards or thereabouts situate in the township of Barnoldswick in the parish of Barnoldswick in the west riding of the county of York belonging or reputed to belong to the Company and on which their existing gasworks are constructed which piece of land is bounded on the south-east by the public road leading from Barnoldswick to Thornton-in-Craven on the south-west by an occupation road and public footpath leading past the Barnoldswick Corn Mill on the north-east by another occupation road and public footpath and on the north-west by the brook which supplies the said corn mill with water.

(Secondly) A piece of land containing by admeasurement ten thousand five hundred and seventy-two square yards or thereabouts being the said Barnoldswick Corn Mill with its reservoirs and appurtenances situate in the said township of Barnoldswick belonging or reputed to belong to the Company which piece of land is bounded on the east by the said occupation road and public footpath leading past the said mill on the south partly by a public footpath leading from the last-mentioned occupation road to the public road leading from Barnoldswick to Gisburn and partly by land belonging or reputed to belong to the representatives of William Bracewell deceased on the west by the said public road leading from Barnoldswick to Gisburn and on the north by the middle of the said brook.

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### SECOND SCHEDULE.

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AN AGREEMENT made the thirty-first day of August one thousand eight hundred and ninety-two between the Barnoldswick Gas and Light Company Limited whose registered office is at Barnoldswick in the west riding of the county of York (herein-after referred to as "the Company") of the one part and the Local Board of the district of Barnoldswick aforesaid (herein-after referred to as "the Local Board") of the other part whereby it is agreed as follows:—

1. The Company shall sell and the Local Board shall purchase the whole business and undertaking of the Company including firstly all that the plot of

A.D. 1893. — land containing five thousand six hundred and twenty-three square yards or thereabouts situate in the township of Barnoldswick aforesaid Together with the gasometer and other buildings standing thereon as the same are now in the occupation of the Company Secondly all that plot of land containing in the whole ten thousand five hundred and seventy-two and seven-ninths square yards or thereabouts (with the reservoirs mill dams goit and water rights and privileges belonging thereto) situate near to Wellhouse in Barnoldswick aforesaid and on the north-westerly side of the hereditaments firstly herein-before described And all that corn mill known as the Barnoldswick Corn Mill with the boiler-house engine-house chimney two dwelling-houses and other buildings and erections upon the said plot of land secondly described and also the water-wheel and machinery shafting and gearing of every description and the gas steam and water piping in and about the said premises which same plot of land and premises are delineated in the plan drawn upon an indenture of conveyance dated the fifteenth day of October one thousand eight hundred and ninety and made between Smith Smith and Joseph Henry Threlfall of the first part Elizabeth Bracewell of the second part Jane Bracewell of the third part Mary Bracewell of the fourth part the Craven Bank Limited of the fifth part and the Company of the sixth part and thereon coloured pink and blue Thirdly all that close enclosure piece or parcel of meadow ground called "Holm" situate at Barnoldswick aforesaid containing by estimation one acre or thereabouts be the same more or less and in the occupation formerly of William Cowgill afterwards of Robert Blezzard but now occupied by Moreland Hoyle as tenant thereof and which said enclosure piece or parcel of land is now better known and described as all that close or parcel of ground called the Holm otherwise Ibbotson Croft situate in Barnoldswick aforesaid and being a frontage to the high road leading from Barnoldswick to Gisburn and containing by admeasurement one acre one rood twenty-six perches or thereabouts be the same more or less And fourthly all rights powers privileges and obligations of the Company under the Barnoldswick Gas Order 1890 (except rights and powers relating to constitution or the share and loan capital of the Company and except the powers of the Company to supply gas in the townships of Thornton and Earby which last-mentioned powers have been transferred to the Mill Company Limited) and all other the real and personal property and effects of the Company of whatsoever nature or kind or wheresoever situated except money in hand on current or deposit account and debts due to the Company and the lead and lead piping (with the exception of that taken up between the highway and corn mill premises) the old iron and one lorry now on the gas-works premises and all office furniture (all of which lands buildings property and premises aforesaid with the exceptions aforesaid are herein-after referred to as "the undertaking").

2. The consideration for the purchase shall be the sum of thirteen thousand eight hundred and fifty pounds together with such further sum as may be expended by the Company (with the consent of the Local Board if exceeding fifty pounds) on any contract or undertaking on capital account from the second day of March last to the date of transfer herein-after referred to which sums shall be paid to the Company by the Local Board at the office of the Company

A.D. 1893.

either on the twentieth day of June or the twentieth day of December one thousand eight hundred and ninety-three at the option of the Local Board (and which optional date is herein-after referred to as "the date of transfer") when the purchase money being duly paid the purchase shall be completed and the Company shall execute and deliver to the Local Board all proper deeds and conveyances or other deeds to be prepared by and at the expense of the Local Board and the undertaking shall thenceforth become vested in the Local Board. If the purchase money is not paid on the date of transfer the Board shall pay interest thereon from the date of transfer until the date when such purchase money shall be paid at the rate of five pounds per centum per annum subject nevertheless to the provisions of clause fifteen of this contract.

3. The Company's title shall commence as to the hereditaments herein-before firstly described with an indenture dated the                    day of                    one thousand eight hundred and eighty-nine and made between the said Smith Smith and Joseph Henry Threfall of the first part the said Elizabeth Bracewell of the second part the said Jane Bracewell of the third part the said Mary Bracewell of the fourth part and the Company of the fifth part as to the hereditaments herein-before secondly described with the said indenture of the fifteenth day of October one thousand eight hundred and ninety and as to the hereditaments herein-before thirdly described with an indenture dated the third day of October one thousand eight hundred and ninety-one and made between Smith Smith and Joseph Henry Threfall of the first part Mary Bracewell of the second part James Broughton of the third part and the Company of the fourth part the hereditaments secondly described are subject as to a portion thereof containing                    square yards or thereabouts to a mortgage of five thousand five hundred pounds and interest created upon the same portion and other hereditaments by the late William Bracewell in favour of Walter Bairstow which the Company have the undertaking of the said Craven Bank Limited to release and the Company will use their best endeavour to obtain such release before the day of transfer.

4. The Local Board will within twenty-one days after delivery of the abstract of title send to the solicitors of the Company a statement in writing of all their objections and requisitions in respect of the title or evidence of title or the abstract and in this respect time shall be of the essence of the contract and subject to such requisitions and objections the title shall be deemed to be accepted and all objections and requisitions not included in any statement sent within the time aforesaid shall be deemed to be waived. If the Local Board shall take any objection or make any requisitions including any objection or requisition relating to the herein-before mentioned mortgage debt or the said release which the Company are unable or unwilling to remove or comply with and shall not withdraw the same after being requested so to do the Company may by notice in writing given to the Local Board or their solicitor and notwithstanding any intermediate negotiations rescind the contract for sale without paying to the Local Board any cost of investigating the title or other compensation or payment whatever and the Local Board shall thereupon return all abstracts and papers in their possession belonging to the Company.

5. The Company shall carry on the business as heretofore until the date of transfer at their own risk and for their own profit and shall maintain and keep

A.D. 1893. — the undertaking in as good a state of repair as it now is (reasonable wear and tear only excepted) at an expenditure of not less than seventy pounds to eighty pounds per annum.

6. On the date of transfer the Company shall be paid two shillings per thousand cubic feet for all gas in the gasholder of at least equal quality to that now supplied by them and the Local Board shall also purchase all the coals in and about the premises which shall be weighed and paid for after the invoice price and cost of cartage and labour shall be paid for by the Local Board to the Company in addition to the purchase money aforesaid.

7. The Company shall allow the persons appointed by the Local Board reasonable access to all their plans books deeds and documents (except minute books and registers of the Company) at any time between nine o'clock in the morning and four o'clock in the afternoon.

8. The Company shall (without prejudice to clause two hereof) pay all their debts and liabilities (whether on capital or revenue account) up to the date of transfer and shall not enter into any contract on capital account exceeding fifty pounds without the sanction of the Local Board being previously given thereto. And the Company shall not as from the second day of March one thousand eight hundred and ninety-two and up to the date of transfer (except as regards the aforesaid exceptions) realise or sell any of the property or assets of the undertaking held on capital account without the sanction of the Local Board being first obtained.

9. All officers or persons in office or employed by the Company at the date of transfer with the exception of the Secretary shall (subject to and so far as may be in accordance with the provisions of the Public Health Act 1875) continue in their respective offices or employment on the same terms and conditions as they now hold such offices or employment.

10. The Local Board shall immediately upon the execution of these presents at their own expense use their best endeavour to procure in the next session of Parliament an Act with such clauses as they may consider necessary to carry out this agreement or as they may consider desirable for extending or improving the undertaking of the Company which Act the Company shall not oppose but shall if desired by the Local Board aid and assist the Local Board in obtaining the same at the latter's expense.

11. The Local Board at their own expense shall use their best endeavour to obtain the insertion in the said Act of such provisions as the Company may consider proper and sufficient to enable them to divide the purchase and other moneys among the shareholders and to wind up and dissolve the Company.

12. The Local Board shall bear their own costs charges and expenses preliminary and incidental to the negotiation for sale and the carrying out of the subsequent deeds of conveyance or other assurances and finally completing all matters the subject of this agreement.

13. The property is believed to be and shall be taken as correctly described and is sold subject to all subsisting rents rights of way and other easements (if any) and any incorrect statement error or misstatement found in the particulars shall not annul the sale nor entitle the Local Board to be discharged from the

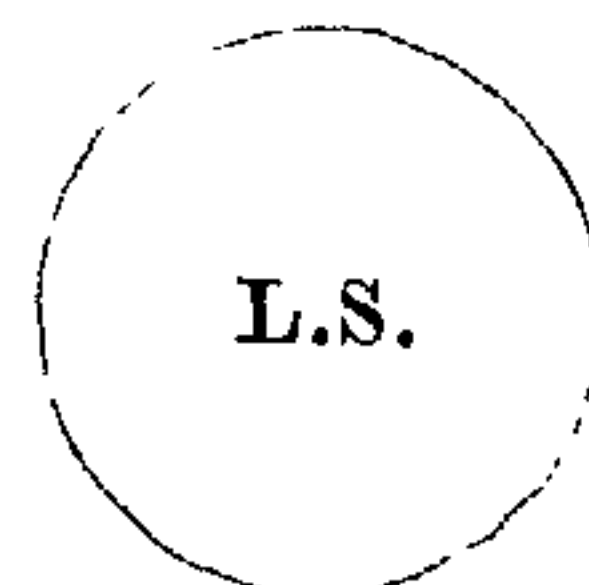
obligations imposed upon them by these presents nor shall the Company or the Local Board claim or be allowed any compensation in respect thereof. A.D. 1893.

14. In the event of the Company and the Local Board not being authorised by Parliament to perform and carry out this agreement on or before the first January one thousand eight hundred four then the same shall at the option of the Company become void and of no effect but this agreement is made subject to the confirmation thereof by Parliament and to such alterations as Parliament may think fit to make therein and provided always that if any material alteration shall be made therein by the Committee on the Bill either of the parties hereto shall be at liberty to withdraw from the same but the Local Board shall not instigate any such alteration.

15. 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.

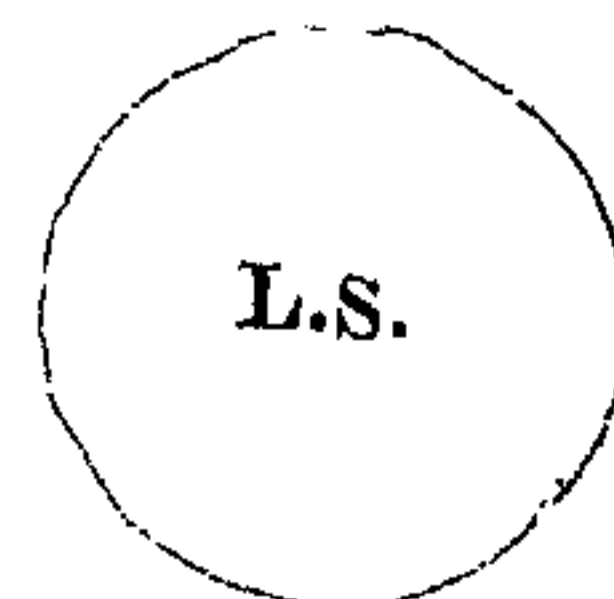
In witness whereof the Company and the Local Board have hereunto set and affixed their respective common seals the day and year first before written.

The common seal of the Barnoldswick Gas and Light Company Limited was hereunto affixed in the presence of



JAMES DIXON ROBERTS }  
JOHN WIDDUP } Directors.  
SAMUEL SLATER Secretary.

The common seal of the Local Board of the district of Barnoldswick was hereunto affixed in the presence of



JOHN LANCASTER Chairman.  
CHARLES THORNTON Clerk.

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### THIRD SCHEDULE.

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#### FORM OF DEED OF CONVEYANCE OF UNDERTAKING OF COMPANY TO LOCAL BOARD.

In pursuance of and subject to the provisions of the Barnoldswick Local Board Gas Act 1893 and in consideration of pounds the Barnoldswick Gas and Light Company Limited do hereby grant convey and assign their undertaking unto the Local Board for the Local Board

[Ch. clvii.] *Barnoldswick Local Board Gas* [56 & 57 VICT.]  
*Act, 1893.*

A.D. 1893. — district of Barnoldswick to hold the same unto them their successors and assigns as from the \_\_\_\_\_ day of \_\_\_\_\_ one thousand eight hundred and ninety \_\_\_\_\_ and the said Local Board do hereby accept the same accordingly.

In witness whereof the parties hereto have hereunto set their respective common seals, this \_\_\_\_\_ day of \_\_\_\_\_ one thousand eight hundred and ninety \_\_\_\_\_

L.S.

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T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

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