



CHAPTER xlv.

An Act to authorise the Urban District Council of Bakewell to supply Gas and to provide for the transfer of the Undertaking of the Bakewell Gaslight Company to the Council. A.D. 1898.
—
[1st July 1898.]

WHEREAS the district of Bakewell in the county of Derby is an urban district within the meaning of the Local Government Act 1894 and is under the management and control of the Bakewell Urban District Council (in this Act called "the Council"):

And whereas the Bakewell Gaslight Company (in this Act called "the Company") was formed in the year one thousand eight hundred and forty-eight for the purpose of supplying with gas the town of Bakewell and the surrounding district and such Company was subsequently registered and incorporated under the Joint Stock Companies Acts 1856 and 1857:

And whereas the capital of the Company consists of one thousand five hundred pounds divided into three hundred shares of five pounds each:

And whereas the Company have erected gasworks upon the lands described in the First Part of the First Schedule to this Act or some portion thereof which said lands the Company hold for the residue of a term of fifty-eight years from the twenty-ninth day of September one thousand eight hundred and fifty-four created by an indenture of lease dated the fourth day of May one thousand eight hundred and fifty-five and made between the then Duke of Rutland of the first part the Company of the second part and James Smith Walters and George Taylor of the third part and the Company are now supplying gas within the district of the Council and part of the township of Great Longstone in the Bakewell Rural District:

And whereas it is expedient that the undertaking of the Company should be transferred to and vested in the Council in manner provided by this Act and that further powers should be conferred

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upon the Council with respect to the supply of gas within the limits prescribed by this Act and that the Council should be empowered to extend and improve the existing gasworks of the Company and in order to meet the growing demands of the inhabitants within the limits of supply to acquire by agreement for the purpose of gasworks the lands described in the Second Part of the First Schedule to this Act and when thought expedient to remove the existing gasworks thereto and reconstruct them upon such lands :

And whereas an absolute majority of the whole number of the Council at a meeting held on the seventh day of December one thousand eight hundred and ninety-seven after ten clear days' notice by public advertisement of such meeting and of the purpose thereof in the Derbyshire Times a local newspaper published or circulating in the district such notice being in addition to the ordinary notices required for summoning such meeting resolved that the expense in relation to promoting the Bill for this Act should be charged on the general district fund or rate of the district :

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

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

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

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

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

PRELIMINARY.

Short title.

1. This Act may be cited as the Bakewell Gas Act 1898.

Incorporation of Acts.

2. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with the

provisions of this Act) are hereby incorporated with this Act (namely):— A.D. 1898.

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 except section 38 relating to accounts):

And the Gasworks Clauses Act 1871 (except section 7 relating to shareholders section 8 relating to the appointment of a receiver and section 35 relating to accounts &c.) shall apply to the gas undertaking of the Council.

3. The several words and expressions to which by the Acts wholly or partially incorporated with this Act meanings are assigned shall in this Act have the same respective meanings unless there is something in the subject or context repugnant to such construction. Provided that in the Acts wholly or partially incorporated with this Act for the purposes of this Act— Interpretation.

The expression "the undertakers" means the Council:

And in this Act unless the context otherwise requires—

The expression "the undertaking of the Company" includes all the gasworks engines mains pipes and machinery lands and buildings plant fixed and movable and all other the real and personal property assets and effects of whatever nature and all the rights powers and privileges vested in or belonging to or had or enjoyed by the Company at the date of the transfer of the undertaking of the Company to the Council under the provisions of this Act except cash in hand and at bankers securities for money and choses in action and except also the books and papers relating exclusively to the shareholders in and the constitution of the Company and the stores in stock on the thirtieth day of June one thousand eight hundred and ninety-eight which shall be taken over at a valuation;

The "district" means the urban district of Bakewell;

The "district fund" and "general district rate" mean respectively the district fund and the general district rate of the district.

TRANSFER OF UNDERTAKING.

4. The agreement (herein-after referred to as "the scheduled agreement") dated the seventeenth day of November one thousand eight hundred and ninety-seven and made between the Most Noble John James Robert Duke of Rutland (herein-after referred to as "the Duke") of the first part the Company of the second part and the Council of the third part as set forth in the Second Schedule to this Act is hereby ratified confirmed and made binding Confirmation of scheduled agreement for sale of undertaking &c. to Council.

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On payment of purchase money undertaking to vest.

5. On payment by the Council of the purchase money in accordance with the provisions of this Act the undertaking of the Company shall by virtue of this Act become and shall thenceforth be transferred to and vested in the Council subject and according to the provisions of this Act and free as between the Company and the Council from all debts and liabilities affecting the same due from or payable by the Company up to the time of such transfer and thenceforth the Council shall have and hold the undertaking.

Books &c. to remain evidence.

6. 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 Council.

Application of purchase money.

7. The Company shall hold the purchase money and all other sums of money paid to them by the Council under this Act in trust to pay apply and distribute the same amongst the shareholders or stockholders of the Company according to their respective holdings and for the purpose of such distribution the several persons whose names shall appear in the books of the 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 Company and the receipt in writing of such persons or of their executors or administrators or of the committee or guardian of the estate of any of such persons who shall be an idiot lunatic or minor shall be an effectual discharge to the Company and the directors thereof for the money therein expressed to be received and shall exonerate them from any obligation affecting the share stock or interest in respect whereof that money is paid.

Purposes for which the Company to continue incorporated.

8. From and after the date of transfer the Company shall subsist only for the purpose of recovering and enforcing payment of the rates rents charges and other revenues due or owing to the Company previous to that date and of receiving and recovering the sums payable by the Council to the Company as provided by the agreement and paying all debts and liabilities on revenue account which may be due by the Company and declaring and paying their dividends up to the date of transfer and for winding up the affairs of the Company and carrying into effect the purposes of this Act so far as they relate to the Company And the directors of the Company who are in office at the date of transfer and the survivors and survivor of them shall continue without re-election to hold the office

of directors of the Company and they or a majority of them shall have full power and authority to take all necessary proceedings for carrying into effect the several purposes herein-before mentioned.

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9. The Council shall forward to the Registrar of Joint Stock Companies a printed copy of this Act and it shall be recorded by him and if such copy is not forwarded within three months from the passing of this Act the Council shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the copy is omitted to be forwarded and every penalty shall be recoverable summarily.

Copy of
Act to be
registered.

GAS SUPPLY.

10. The limits of this Act for the supply of gas (in this Act referred to as "the gas limits") shall be and include the district of the Council and the townships of Ashford and Great Longstone in the rural district of Bakewell all in the county of Derby.

Limits of
supply.

11. Subject to the provisions of this Act the Council may maintain alter improve enlarge extend and renew or discontinue the existing gasworks upon the lands on which the same are erected or any part thereof and which form part of the lands described in the First Part of the First Schedule to this Act and they may also when they have acquired the lands described in the Second Part of the First Schedule to this Act erect lay down provide and upon any part of the said lands construct and maintain alter improve enlarge extend and renew or discontinue other gasworks retorts gasometers receivers drains sewers mains pipes meters lamps lamp-posts burners stop-cocks machinery and other works and apparatus and conveniences and may upon any of the lands aforesaid do all such acts as they may think proper for making and storing gas and for supplying gas within the gas limits and may make store and supply gas accordingly and may manufacture sell provide supply and deal in coke culm tar pitch asphaltum ammoniacal oil and all other products or residuum of any materials employed in or resulting from the manufacture of gas and also meters stoves ranges fittings tubes pipes and other articles and things connected with gasworks or with the supply of gas as they may think fit.

Powers as to
maintenance
of gasworks
&c.

12. The following provisions for the protection of the Midland Railway Company shall be in force and have effect:—

For protec-
tion of
Midland
Railway
Company.

(1) In laying down and executing or in effecting the repairs and renewals of any mains pipes or other works upon across over under or in any way affecting the railways lands or property now or hereafter belonging to or used or occupied by such railway company or the bridges approaches viaducts stations or

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other works or any level crossings of such railway company the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of such railway company and only according to plans to be submitted to and in such manner as shall be previously reasonably approved by him and in all things by and at the expense of the Council who also shall restore and make good the roads over any such bridges level crossings and approaches which such railway company are or may be liable to maintain and which may be disturbed or interfered with by or owing to any operations of the Council and all such works matters and things shall be constructed executed and done so as not to cause any injury to such railways bridges level crossings approaches viaducts stations works lands or property or interruption to the passage or conduct of traffic over such railways or at any station thereon :

(2) And if any such injury or interruption shall arise from or be in any way owing to any of the acts operations matters and things aforesaid or the leakage or failure of any such mains pipes or works the Council shall make compensation in respect thereof to such railway company the amount of such compensation together with full costs to be recoverable from the Council by all and the same means as any simple contract debt is recoverable :

(3) If any difference shall arise between the Council and the railway company as to the mode of laying down repairing altering or enlarging their mains pipes or other works or the facilities to be afforded for the same such difference shall be settled by an engineer to be appointed by the Board of Trade at the request of either party.

Purchase of
lands by
agreement.

13. The Council may by agreement take purchase and hold for the purposes of this Act or any of them the lands described in the Second Part of the First Schedule to this Act and the Council may purchase take and hold (by agreement but not otherwise) in addition to the lands described in the First Schedule to this Act any lands and hereditaments not exceeding in the whole three acres which the Council may from time to time require for the purposes of the undertaking when transferred to them Provided always that the Council shall not create or permit a nuisance on any such lands and no lands shall be used by the Council for the purpose of manufacturing gas or residual products except the lands described in the First Schedule to this Act.

Restriction
on taking
houses of

14. The Council shall not under the powers of this Act purchase or acquire in any urban district or in any parish or part of a parish

not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act were occupied either wholly or partly 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" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

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labouring
class.

15. The Council may purchase provide supply sell let for hire and otherwise deal in and fix set up alter remove and refix 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 Council as may be agreed upon between the Council and the person to or for whom the same are sold supplied let fixed set up altered or removed.

Power to
supply gas
apparatus
engines &c.
for heating
motive and
other pur-
poses.

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

Power to re-
fuse to supply
persons in
debt for other
property.

17. Twenty-four hours' notice in writing shall be given to the Council at their gas office by every gas consumer before he shall quit any premises supplied with gas by meter by the Council and in default of such notice the consumer so quitting shall be liable to pay to the Council the money accruing due in respect of such supply up to the next usual period for ascertaining the register of the meter on such premises or the date from which any subsequent occupier of such premises shall require the Council to supply gas to such premises whichever shall first occur Notice of the provisions of this section shall be endorsed on every demand note for gas rent.

Gas con-
sumers to
give notice
to Council
before
removing.

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Power to
lay pipes
against
buildings.

18. The Council with the consent of the owner and occupier of any building may lay any pipe branch or any other necessary apparatus from any main or branch pipe into through or against such building for the purpose of lighting it and may with the like consent provide and set up any apparatus necessary for securing to such building a proper and complete supply of gas and for measuring and ascertaining the extent of such supply and may from time to time with the like consent repair replace alter discontinue and remove any such pipe branch or apparatus.

Limiting
the price
of gas.

19. The price to be charged by the Council for gas supplied by them to persons who shall burn the same by meter shall not at any time exceed four shillings per one thousand cubic feet for gas supplied within the district or for gas supplied outside the district within a radius of one thousand five hundred and thirty yards from the Town Hall at Bakewell and five shillings per one thousand cubic feet for gas supplied outside the district beyond such radius.

Rebates on
gas charges.

20. The Council may allow discounts or rebates to consumers of gas in consideration of prompt payment or of large consumption upon such scale and subject to such conditions and regulations as may be agreed upon by the Council and such consumers Provided that any such discount or rebate shall in no case exceed fifteen per centum and shall be allowed equally to all consumers in like circumstances.

Pressure of
gas.

21. All gas supplied by the Council to any consumer of gas shall be supplied at such pressure as to balance a column of water from midnight to sunset not less than six-tenths of an inch and from sunset to midnight not less than eight-tenths of an inch in height at the main as near as may be to the junction therewith of the service-pipe supplying such consumer and any gas examiner appointed under the Gasworks Clauses Act 1871 may subject to 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 Council of the time and place at which such testing shall be conducted.

Quality of
gas.

22. The prescribed number of candles shall be not less than fifteen.

Testing
place.

23. Within six months from the transfer a testing place shall be provided at some convenient part of the gasworks of the Council.

24. The prescribed burner shall be Sugg's London Argand Burner Number One with a six-inch by one-and-three-quarter-inch glass chimney but if at any time and so long as the gas flame rises above the top of that glass a six-inch by two-inch chimney shall be used or any other burner or chimney approved for this purpose by the Board of Trade.

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Burner.

25. If any person is required by the Council to give to them security for the payment of the price or rent of a gas meter the Council shall pay interest after the rate of three pounds per centum per annum on every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands.

Council to pay interest on money deposited as security for gas meter.

26. The Council may contract with any local authority company or persons whether within or beyond the Council's limits of supply (but as to any such company public body officers or persons beyond the Council's limits of supply only with the consent in writing of the local authority of and of any company authorised by special Act or Provisional Order confirmed by Parliament to supply gas within the district within which the supply is to be given) for the supply to them respectively of gas in bulk upon such terms and conditions and for such periods not exceeding in any case seven years from the making of the contract as shall be agreed upon.

Council may contract for supply in bulk.

27. If at any time after the passing of this Act any urban or rural district council whose district or any part thereof is within the gas limits give not less than six months' notice in writing to the Council of their desire to purchase such portion of the works of the Council as is contained within the district of any such urban or rural district council and shall obtain the consent of the Local Government Board to such purchase and shall apply to Parliament or the Local Government Board for power to purchase such portion of the said works (except any mains and pipes or other apparatus which shall be necessary for supplying with gas any other part of the gas limits) and to supply gas within such district then and in that case the Council shall not oppose such application except as to the details thereof and if such powers of purchase and supply be granted the Council shall sell and such urban or rural district council shall purchase the portion of the said works (except as aforesaid) within the district of such urban or rural district council at such price and upon such terms and conditions as shall be fixed in default of agreement by arbitration under the provisions of the Lands Clauses Acts in manner provided by those Acts and the Council shall apply the proceeds of any sale under this section in discharge of money borrowed under this Act for gasworks purposes Any such purchase shall be deemed to be a purpose of the Public

Provision for sale of portion of undertaking to other sanitary authorities.

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Health Act 1875 except so far as the same may be otherwise provided for by Parliament Provided that after the completion of such purchase all obligations on the part of the Council to supply gas within such district shall cease and determine.

FINANCIAL.

Power to borrow.

28.—(1.) The Council may from time to time independently of any other borrowing power borrow at interest any sum or sums of money for the purposes herein-after mentioned not exceeding the respective amounts herein-after specified (if any) (that is to say) :—

(A) For the purchase of the undertaking of the Company and for paying any sums payable by the Council under the scheduled agreement or this Act and defraying the taxed costs and expenses incident to such purchase and to the transfer of such undertaking to the Council (other than the costs of this Act) such sum as may be required not exceeding twenty thousand pounds ;

(B) For the purchase of lands for and for the extension and improvement of the gasworks of the Council (including the removal and reconstruction of the gasworks) the sum of five thousand pounds ;

(c) For paying the taxed costs and expenses of this Act as herein-after provided the sum requisite for that purpose :

And with the approval of the Local Government Board such further moneys as the Council may require for any of the purposes of this Act.

(2.) In order to secure the repayment of the moneys borrowed under this section and the payment of the interest thereon the Council may mortgage or charge the revenue of the gas undertaking of the Council and the district fund and general district rate of the district.

Inquiries by Local Government Board.

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

(2.) The Council 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 that Board not exceeding three guineas a day for the services of such inspector.

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

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Mode of raising money.

31. 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 Council may borrow under that Act any sums which they may borrow under this Act shall not be reckoned.

Certain regulations of Public Health Act as to borrowing not to apply.

32. Sections 236 to 239 of the Public Health Act 1875 shall extend and apply mutatis mutandis to mortgages granted under this Act.

Provisions of Public Health Act as to mortgages to apply.

33. The Council 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):—

Periods for payment off of money borrowed.

As to moneys borrowed for the purposes (A) and (B) mentioned in the section of this Act the marginal note whereof is "Power to borrow" within a period of forty-five years from the date or dates of the borrowing of the same;

As to moneys borrowed for the purpose (c) mentioned in the said section within a period of ten years from the date or dates 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.

34. The Council shall pay off all moneys borrowed by them on mortgage under the powers of this Act either by equal yearly or half-yearly instalments of principal or of principal and interest or by means of a sinking fund or partly by such instalments and partly by a sinking fund Provided that it shall not be obligatory to commence such repayments by instalments or to set apart or appropriate any moneys to or for the purposes of a sinking fund until the expiration of one year from the date of borrowing the same.

Mode of payment off of money borrowed.

35. If the Council determine to pay off by means of a sinking fund any moneys borrowed under the authority of this Act the following regulations shall be observed:—

Regulations as to sinking fund.

The Council in every year shall appropriate and set apart out of the rate and revenue on the security of which such moneys shall have been borrowed such equal annual sums as will with the accumulations thereof by way of compound interest at not

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exceeding three per centum per annum with yearly rests be sufficient to pay off the whole of the principal moneys for the repayment of which the sinking fund is provided within the prescribed periods :

The rate of accumulation on which the amounts paid to the sinking fund are based is herein-after referred to as "the prescribed rate" :

Provided as follows (that is to say) :—

(A) The yearly sum so to be appropriated and set apart shall be invested from time to time and accumulated in the way of compound interest by investing the same and the dividends interest and annual income thereof respectively in securities in which trustees are for the time being authorised to invest or in mortgages debenture stock or other securities (not being annuities or transferable by delivery) duly created and issued by any local authority as defined by the Local Loans Act 1875 other than the Council and any such investments may be from time to time varied or transposed Provided that if in any year the income arising from the investments of the sinking fund does not equal the prescribed rate any deficiency shall be made good out of the rate and revenue from which the annual payments to such fund are made and that if in any year such income exceeds the prescribed rate any excess may be applied in reduction of the annual payments which would otherwise be required to be made to such fund :

(B) The Council may at any time apply the whole or part of the sinking fund in or towards the repayment of the borrowed moneys for the repayment of which it was set apart in such order and manner as they deem proper Provided that in such case they pay into such sinking fund in each year afterwards and accumulate as herein-before prescribed until the whole of the borrowed moneys to which such sinking fund is applicable are discharged a sum equal to the interest produced by the sinking fund or part thereof so applied at the prescribed rate Provided also that whenever and so long as the value of the securities standing to the credit of the sinking fund taken at the market price of the day shall be equal to the amount of the borrowed moneys then outstanding for the repayment of which it was set aside the Council may in lieu of investing the yearly income of such fund apply the same in payment of interest on moneys in respect of which the fund was set aside and may during such periods discontinue the payment to the sinking fund of the yearly sums required to be paid thereto.

36. The clerk to the Council 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 of the clerk 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 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 Council have failed to pay any instalment or to set apart the sum required for the sinking fund under this Act or have applied any portion of the moneys set apart for that fund or any interest thereof to any purposes other than those authorised by this Act the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default 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.

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

37. If the Council 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 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 period prescribed for the repayment of the moneys in lieu of which such re-borrowing shall have been made and any amounts from time to time re-borrowed shall be deemed to form the same loan as the moneys in lieu of which such re-borrowing shall have been made and the obligations of the Council with respect to the repayment of such moneys shall not be in any way affected by such re-borrowing.

Power to
re-borrow.

38. The Council shall not be bound to see to the execution of any trust whether expressed or implied or constructive to which

Council not
to regard
trusts.

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Application
of borrowed
moneys.

39. All moneys borrowed by the Council 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.

40. All expenses incurred by the Council 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.

Separate
account of
gas under-
taking to be
kept.

41. The Council shall keep a separate account of their receipts and expenditure for gasworks purposes on capital and revenue account and the provisions of section 58 of the Local Government Act 1894 shall apply to the accounts of the Council and the accounts of their committees officers and assistants under this Act.

Application
of gas
revenue.

42. The Council shall apply all money from time to time received by them in respect of their 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 moneys borrowed by the Council under this Act for the purposes of their gas undertaking ;

Thirdly In providing the requisite appropriations instalments or sinking funds under this Act in respect of moneys borrowed by the Council for the purposes of their gas undertaking ;

Fourthly 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 Council and annuities and securities transferable by delivery) and accumulating the

same at compound interest until the fund so formed amounts to five hundred pounds which fund shall be applicable from time to time to answer any deficiency at any time happening in the income of the Council from their gas undertaking or to meet any extraordinary claim or demand at any time arising against the Council 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 hundred pounds and so from time to time as often as such reduction happens ;

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Fifthly In improving and extending their gas undertaking :

And the Council shall carry to the district fund any balance remaining in any year after retaining or setting aside such a sum as may in the opinion of the Council be required for carrying on their gas undertaking and paying the current expenses connected therewith and shall also carry to the district fund the annual proceeds of the reserve fund when such fund amounts to five hundred pounds.

43. Any deficiency in the revenues or receipts of the Council on account of their gas undertaking shall be from time to time made good out of the district fund and the next general district rate to be made by the Council shall be increased so far as may be necessary to recoup to the district fund the amount so made good out of that fund.

As to
deficiency
in receipts.

MISCELLANEOUS.

44. Proceedings for the recovery of any demand not exceeding fifty pounds made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in the county court.

Recovery
of demands
under fifty
pounds.

45. Where any summons demand or other document under this Act (except a conveyance contract or security) requires authentication by the Council the signature thereof by their clerk shall be a sufficient authentication.

Authenti-
cation of
notices.

46. 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 Council primarily out of the general district rate but ultimately out of moneys borrowed under the authority of this Act.

Costs of
Act.

A.D. 1898. The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

PART I.

LANDS ON WHICH THE EXISTING GASWORKS AND GASHOLDERS OF
THE COMPANY ARE ERECTED.

A piece of land situate in the parish of Bakewell in the county of Derby with the manager's residence and offices erected thereon with yard adjoining and the retort house retort beds engine-house condensers and gas meters erected thereon or on some part thereof and the appurtenances belonging thereto containing by estimation three thousand two hundred and thirty-six square yards or thereabouts bounded on the south by the main road leading from Bakewell to Ashford on the north-east by the river Wye and on all other sides thereof by land belonging or reputed to belong to the Duke.

PART II.

LANDS ON WHICH THE COUNCIL MAY CONSTRUCT AND MAINTAIN NEW
GASWORKS AND GASHOLDERS AND MANUFACTURE AND STORE GAS
AND MANUFACTURE AND CONVERT RESIDUAL PRODUCTS.

A piece of land situate in the parish of Bakewell in the county of Derby and forming part of the close of land numbered 691 on the $\frac{1}{2500}$ Ordnance plan (printed in 1879) of the said parish belonging or reputed to belong to the Duke bounded on the west by land belonging to the Midland Railway Company on the north by a highway known as Coombs Road on the east by other part of the said close numbered 691 and on the south by an imaginary line drawn from the Midland Railway at a point on the said railway fifteen yards from the south-west corner of the said close and proceeding in a south-easterly direction to the south-east corner of the said close and containing twelve thousand square yards or thereabouts.

THE SECOND SCHEDULE.

A.D. 1898.

AN AGREEMENT made the seventeenth day of November one thousand eight hundred and ninety-seven between the Most Noble JOHN JAMES ROBERT DUKE OF RUTLAND Knight of the Most Noble Order of the Garter (herein-after called "the Duke") of the first part the BAKEWELL GAS LIGHT COMPANY (herein-after called "the Company") of the second part and the URBAN DISTRICT COUNCIL OF BAKEWELL in the county of Derby (herein-after called "the Council") of the third part whereby it is agreed as follows:—

FIRST.—The Duke and the Council hereby mutually agree as follows:—

(1) Subject as herein-after mentioned the Duke shall sell and the Council shall purchase at the price of one thousand two hundred pounds the property herein-after mentioned in fee simple (that is to say):—All that piece of land in the parish of Bakewell in the county of Derby containing two roods and eight perches or thereabouts which said premises are delineated on the plan hereto and thereon coloured pink together with the gasometers buildings and other erections and works thereon and with all easements and appurtenances belonging thereto all which hereditaments and premises are now in the occupation of the Company under an indenture of lease dated the fourth day of May one thousand eight hundred and fifty-five and made between the then Duke of Rutland of the first part the Company of the second part and James Smith Walters and George Taylor of the third part.

(2) The sale is made subject to but with the benefit of the said lease herein-before mentioned.

(3) The conveyance of the premises shall contain a covenant by the Council not to cause or suffer any refuse matter or thing injurious to any fishery to flow or go into the River Wye.

(4) The property is believed to be and shall be taken to be correctly described and is sold subject to any easement which may affect the same.

(5) The Council having this day paid to the Duke the sum of one hundred and twenty pounds as a deposit and in part payment of the said purchase money shall pay the balance of the purchase money on the thirtieth day of June one thousand eight hundred and ninety-eight at the office Number One John Street Bedford Row London of Messrs. Eyre Dowling and Company the solicitors of the Duke at which time and place the purchase shall be completed and if from any cause whatever other than wilful default on the part of the Duke the completion of the purchase is delayed beyond the said thirtieth day of June one thousand eight hundred and ninety-eight then (without prejudice to any other remedy of the Duke) the balance of the purchase money shall bear interest at the rate of five per centum per annum from that day to the day of actual payment thereof.

(6) The abstract of title shall commence with an indenture of settlement dated the sixth day of June one thousand eight hundred and fifty-three The Council shall assume that such settlement comprised the property in purchase

A.D. 1898. — and no further or other evidence shall be required of the identity of the property in purchase with the property to which the abstract relates than such evidence (if any) as may be gathered from the documents abstracted.

(7) The Council shall within fourteen days after delivery of the abstract send to the Duke's said solicitors a statement in writing of all the objections and requisitions (if any) to or on the title or evidence of title or the abstract or this agreement and subject thereto the title shall be deemed accepted and all objections and requisitions not included in such statement shall be deemed waived and an answer to any objection or requisition shall be replied to in writing within ten days after the delivery thereof and if not so replied to shall be considered satisfactory and time shall be deemed in all respects of the essence of this clause. And if the Council shall take any objection or make any requisition which the Duke shall be unable or unwilling to remove or comply with and shall not withdraw the same within seven days after being required so to do the Duke shall be at liberty by notice in writing delivered to the Council or their solicitors and notwithstanding any intermediate negotiations or litigation to rescind this agreement and in such case the Duke shall repay the deposit money to the Council who shall forthwith return all abstracts and papers in their possession belonging to the Duke and shall have no claim on the Duke for costs or otherwise.

(8) No objection shall be taken on account of any documents executed before the sixteenth day of May one thousand eight hundred and eighty-eight being unstamped or insufficiently stamped if any such there be.

(9) The Duke sells and will convey as a tenant for life under the Settled Land Acts 1882 to 1890 and shall not be required to enter into any covenants for title other than those implied by his conveying as beneficial owner subject to a proviso that so far as regards the remainder expectant on his life estate and the title to a further assurance of the property after his death his implied covenants shall not extend to the acts or defaults of any person other than himself and his own heirs or personal representatives and persons claiming under him or them.

(10) The Duke will retain all documents which relate to other property besides that agreed to be sold and will give a statutory acknowledgment of the right of the Council to production of and delivery of copies of the same.

(11) The conveyance to the Council shall be prepared by and at the expense of the Council and the engrossment shall be delivered at the office of the Duke's solicitors before the twentieth day of June one thousand eight hundred and ninety-eight for execution by the Duke and other necessary parties (if any) and the draft of such conveyance shall be left at the said office for perusal and approval on behalf of the Duke and other necessary parties (if any) at least fourteen days before the delivery of the engrossment.

(12) If the Council shall neglect or fail to perform this agreement on their part their deposit money shall be forfeited to the Duke who may with or without notice and without tendering a conveyance to the Council re-sell the property and such re-sale may be made by auction or private contract subject to such conditions and generally in such manner as the Duke shall think proper and if thereby the Duke shall incur a loss by reason of diminution in price or expenses incurred or both the Council under this agreement shall pay to the

Duke the amount of such loss as liquidated damages and all expenses consequent on any unsuccessful attempt to re-sell shall be forthwith paid by the Council under this agreement to the Duke. A.D. 1898.

(13) The Council shall on completion of the purchase pay the Duke's costs of and incidental to these presents (including the negotiations leading up to the same) and of deducing and verifying the Duke's title and of any assurance to be executed by the Duke in pursuance of these presents and all such other costs and expenses as would be payable to the Duke if the sale were a compulsory sale by him under the Lands Clauses Consolidation Act 1845.

(14) If the statutory powers necessary to enable the agreement herein-after expressed between the Company and the Council to be carried out shall not be obtained during the ensuing session of Parliament or during the next session but one or if the said agreement between the Company and the Council shall be rescinded under the powers in that behalf herein-after contained then and in any of such cases the agreement herein-before contained shall be cancelled and treated as void and thereupon the Council shall pay to the Duke his costs of these presents (including the costs of the negotiations leading up to the same) and all such other costs and expenses consequent on or incidental to any agreement contained in these presents as the Duke shall then have incurred and the Duke shall repay to the Council the said deposit money but without interest or other compensation.

(15) The expression "Duke" as herein-before used shall (where the context so admits) include beside his Grace the present Duke of Rutland his successors in title under the said settlement of one thousand eight hundred and fifty-three and the expression "the Council" throughout these presents shall (where the context so admits) include besides the Council the successors and assigns of the Council.

SECONDLY.—The Company and the Council hereby mutually agree as follows:—

(1) The Company agree to sell and the Council agree to purchase the estate and interest of the Company in the hereditaments in the township of Bakewell delineated in the plan hereto annexed and coloured pink and green Together with all the works plant and fixtures upon the said premises belonging to the Company and also all other works mains meters and other gas apparatus and other property and all rights powers privileges and easements belonging to the Company in or relating to the undertaking of the Company and also the undertaking of the said Company except cash or securities in hand and choses in action The stores in stock at the date fixed for completion shall be valued and paid for by the Council but otherwise stores in stock shall not be included in the sale.

(2) It is hereby referred to Edmund Herbert Stevenson Esquire of thirty-eight Parliament Street Westminster (a competent valuer nominated by the Company) and Thomas Newbiggin Esquire of Norfolk Street Manchester (a competent valuer nominated by the Council) or in case of disagreement between the said valuers then to an umpire to be appointed by them within fourteen days after the date of these presents and before proceeding upon the valuation to fix the amount of purchase-money and compensation (if any) to be paid by the Council and the decision of the valuers if they agree or of their umpire if they disagree shall be final and conclusive If the valuers fail to agree within

A.D. 1898. — eight weeks after the date hereof or within such extended time (if any) as may have been duly appointed by them for the purpose the matter referred shall be determined by the umpire who shall make his award within twenty-one days from the expiration of the first-mentioned period or such extended time (if any) The appointment of the valuers shall be communicated to them immediately upon the execution of this agreement which shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1889 In making their valuation the valuers and umpire shall value as one going concern vested in one party the real and personal estate firstly and secondly agreed to be sold and the Council shall pay the amount of such valuation to the Duke and the Company in the following shares and manner that is to say in the first place all moneys payable by the Council to the Duke under the said agreement between the Duke and the Council shall be paid and satisfied and subject thereto the balance of the said valuation shall be paid to the Company.

(3) The valuers or umpire shall state in their valuation and award what sum per thousand cubic feet of gas sold by the Company between the date of the completion of the valuation or arbitration and the thirtieth day of June one thousand eight hundred and ninety-eight shall be expended by the Company during that period in repairs to buildings works and mains and an abatement in or addition to the purchase money shall be made according as the amount so expended has been during that period greater or less than the amount so fixed by the valuers or umpire.

(4) The purchase money and compensation (if any) shall be paid and the purchase completed on the thirtieth day of June one thousand eight hundred and ninety-eight at the office of Messrs. F. and H. Taylor solicitors Bakewell and if the purchase shall not then be completed the Council shall pay to the Company interest on the purchase money after the rate of five pounds per centum per annum from that day until the completion of the purchase and during such period (if any) the undertaking shall be carried on by the Company for the benefit of and at the risk of the Council.

(5) The title of the Company as to the land coloured pink on the plan hereto annexed shall commence with a lease from the then Duke of Rutland bearing date the fourth day of May one thousand eight hundred and fifty-five The title of the Company to the land coloured green on the said plan shall commence with a conveyance from the Duke of Devonshire to the said Company dated the twenty-third day of July one thousand eight hundred and eighty-six.

(6) All objections and requisitions in respect of the Company's title or the abstract or anything appearing therein or in this part of the agreement shall be stated in writing and sent to the office of Messrs. F. and H. Taylor within fourteen days from the delivery of the abstract and all objections and requisitions not sent in within that time shall be considered to be waived and an answer to any objection or requisition shall be deemed satisfactory unless replied to in writing within seven days after the delivery thereof (time being deemed to be in all respects of the essence of this clause) and if the Council shall insist upon any objection or requisition which the said Company shall be reasonably unable to remove or comply with the Company may by notice in writing delivered at the office of the Council or sent by post to their clerk rescind this part of the agreement notwithstanding any intermediate negotiation or any attempt to

remove or comply with any such objections or requisitions and the Council shall thereupon return forthwith all papers furnished on behalf of the Company and shall not be entitled to make any claim for costs or otherwise. A.D. 1898.

(7) All moneys in excess of one thousand two hundred pounds payable to the Duke under paragraph (2) of this part of the agreement out of the valuation and the actual costs and expenses of the solicitors for the Company in and about the assurance from the Company and the actual costs and expenses of the Company relating to the said arbitration including the fees of the valuers and umpire but not including the Company's costs and expenses in and about the preparation of this agreement and the negotiations preparatory thereto but including the costs and expenses in and about the preparation and execution of the conveyance from the Company and all other documents (if any) relating to the assurance of the said premises and in and about the preparation of the abstract and the deducing and verifying the title of the Company and completing the sale hereunder and all other costs and expenses (if any) incident to the carrying out of this agreement shall be borne and paid by the Council Provided that not more than one counsel shall be employed by either side and the Council shall not pay the fees or expenses of more than two professional witnesses called by the Company The draft of the assurance from the Company shall be left at the office aforesaid of Messrs. F. and H. Taylor for approval not less than fourteen days before the delivery of the engrossment which shall be left at least twenty-one days before the said thirtieth day of June next for execution by the Company.

(8) The Council shall during the next session of Parliament use every endeavour to obtain and in the event of failure shall during the session following use every endeavour to obtain a Provisional Order of the Local Government Board (or promote a Bill) enabling them to carry out this arrangement and the Company shall give every facility in their power (at the expense of the Council) towards the carrying through of the said Provisional Order or Bill and in the event of failure on the part of the Council to obtain such enabling powers during the next session or the session following the Council shall not in any manner oppose (by withholding consent or otherwise) any application by the Company during the following session to the Board of Trade for a Provisional Order or to Parliament for an Act incorporating the Company in either case with the usual powers Provided that the Council may oppose by withholding consent or otherwise the clauses of the Bill or Order relating to price of gas illuminating power and pressure and may petition for the insertion of clauses in the Bill or Order for the protection of the Council exclusive of clauses for a compulsory sale to the Council.

(9) The receipt in writing of the said directors or the survivor or survivors of them for the purchase money shall effectually discharge the Council from the sum so paid and from being concerned to see to the application thereof and from being answerable or accountable for the loss misapplication or non-application thereof and on such payment at the time and in manner aforesaid the Council shall be entitled to the assurances of the property before mentioned (if required) and the undertaking of the Company (save as aforesaid) and the said hereditaments shall by virtue of the said assurances or the said Provisional Order or Bill thenceforth be transferred to and vested in the Council and free

A.D. 1898.

as between the Company and the Council from all debts and liabilities affecting the same due from or payable by the Company up to the time of such transfer and thenceforth the Council shall have and hold the undertaking Provided that if from any cause the Council are unable to obtain such receipt they may pay the money into the Bank of England in the name of the Paymaster-General and on behalf of the High Court to an account to be opened in the matter of the Provisional Order or Bill of the Council and the receipt given to the Council by the cashier of the said bank for the money shall have the same effect as the receipt of the said directors.

(10) All debts and liabilities due from or payable by the Company up to the thirtieth day of June one thousand eight hundred and ninety-eight which shall then remain unpaid or unsatisfied shall as between the Company and the Council be paid or satisfied by the Company and the Company shall indemnify the Council against the same and if on that date any action or proceeding or any cause of action or proceeding is pending or existing by or against or in favour of the Company the same shall not abate or be discontinued or in any wise prejudicially affected by reason of the transfer or of anything in pursuance of this agreement but any such cause of action or proceeding shall be transferred to the Council and the same may be continued prosecuted and enforced by or against or in favour of the Council as and when it might have been continued prosecuted or enforced by or against or in favour of the Company if this agreement had not been entered into but as between the Company and the Council the Company shall indemnify the Council against any action or proceeding against the Company and shall be entitled to the benefit of any action or proceeding in favour of the Company which shall be pending on the thirtieth day of June one thousand eight hundred and ninety-eight.

(11) All purchases sales conveyances grants assurances deeds contracts bonds and agreements entered into or made and subsisting on the thirtieth day of June one thousand eight hundred and ninety-eight and then in force shall be as binding and of as full force and effect in every respect against or in favour of the Council and may be enforced as fully and effectually as if instead of the Company the Council had been parties thereto But the Council shall not be bound by any such purchase sale conveyance grant assurance deed contract bond or agreement entered into by the Company after the execution of this agreement without the knowledge and consent of the Council unless such sale be afterwards adopted by the Council.

(12) The Company shall pay and discharge all outgoings and liabilities of every kind up to the thirtieth day of June one thousand eight hundred and ninety-eight and shall be entitled to all rents rates and other receipts on revenue account from the undertaking up to that date and when necessary for the purpose of giving effect to this agreement such outgoings rents rates receipts shall be apportioned between the Company and the Council.

(13) Until the thirtieth day of June one thousand eight hundred and ninety-eight the undertaking shall be carried on by the Company according to the ordinary course of their business and the Company shall not make any payment or do any act not necessary in the ordinary course of their business or by reason of which the Council upon the transfer may be in any way injured or prejudicially affected and the Company shall keep all works and property

[61 & 62 VICT.]

Bakewell Gas Act, 1898.

[Ch. xlvi.]

forming part of the undertaking (other than any disused works) in good and substantial repair and condition subject to the provision of paragraph (3). A.D. 1898.

In witness whereof the said Duke (by Robert William Mills Nesfield his agent) hath hereunto set his hand and seal and the Council and the Company have hereunto caused their common seals to be hereunto affixed the day and year first above written.

R. NESFIELD Agent to the Duke of
Rutland.

L.S.

Witness—

ALBERT PAYNE GALLWEY Castle Hill
Bakewell (Gentleman).

Sealed with the common seal of the said Company in the
presence of

JOHN KNOX Chairman.
E. G. CARRINGTON Director.
JAMES TAYLOR Secretary.

L.S.

Sealed with the common seal of the Council in the
presence of

G. H. TAYLOR-WHITEHEAD Chairman.
VERNON R. COCKERTON Clerk.

L.S.

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