

# HUDDERSFIELD CORPORATION GAS ACT 1919.

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SCHEDULES.

AN

# ACT

To make provision for the transfer of the undertakings of the Longwood and Slaithwaite and the Kirkheaton Dalton and Lepton Gas Companies to the Mayor Aldermen and Burgesses of the borough of Huddersfield to make further provision in regard to the gas undertaking of the said Mayor Aldermen and Burgesses and for other purposes.

[ROYAL ASSENT 15TH AUGUST 1919.]

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WHEREAS under the Huddersfield Gas Act 1861 and divers other Preamble. Acts the Mayor Aldermen and Burgesses of the borough of Huddersfield (in this Act called "the Corporation") supply gas in the borough and certain districts in the neighbourhood thereof :

5 And whereas by the Longwood Gas Act 1875 the Longwood and Slaithwaite Gas Company were incorporated and by that Act and divers other Acts they were authorized to make and supply gas in the

Preamble.

township of Longwood and part of the township of Lindley-cum-Quarmby in the borough in the urban districts of Golcar and Slaithwaite and in parts of the urban districts of Linthwaite and Marsden :

And whereas an agreement has been entered into between the said Company and the Corporation (a copy of which is set forth in the second schedule to this Act) for the transfer to the Corporation of the Company's undertaking :

And whereas by the Kirkheaton Dalton and Lepton Gas Act 1887 the Kirkheaton Dalton and Lepton Gas Company were incorporated and authorized to make and supply gas within an area comprising the urban district of Kirkheaton part of which is also within the Corporation's limits for the supply of gas and in part of the urban district of Lepton :

And whereas an agreement has been entered into between the last mentioned Company and the Corporation (a copy of which is set forth in the third schedule to this Act) for the transfer to the Corporation of the Company's undertaking :

And whereas it is expedient to confirm the said agreements and to make provision for carrying them into effect :

And whereas it is expedient to make further provision in regard to the gas undertaking of the Corporation and the supply of gas by them :

And whereas it is expedient that the other provisions contained in this Act be enacted :

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

And whereas in relation to the promotion of the bill for this Act the requirements of the Borough Funds Acts 1872 and 1903 have been observed and the approval of the Local Government Board has been obtained :

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MAY IT THEREFORE PLEASE YOUR MAJESTY

That it may be enacted and be it enacted by the King'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):—

PART I.—PRELIMINARY.

5       **1.** (1) This Act may be cited as the Huddersfield Corporation Gas Act 1919. Short and collective titles.

(2) The unrepealed provisions of the Acts mentioned in the first schedule and this Act (including the enactments set forth in the fourth schedule) may be cited together as the Huddersfield Corporation Acts 1852 to 1919.

10       **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):— Incorporation of Acts.

15           (1) The Lands Clauses Acts except the provisions with respect to the purchase and taking of lands otherwise than by agreement and except section 127 of the Lands Clauses Consolidation Act 1845 relating to the sale of superfluous lands ;

20           (2) The Gasworks Clauses Act 1847 : Provided that section 13 of that Act shall be read as if the words “ or any premises ” were inserted after the words “ private building ” and as if the words “ Provided also that every such contract entered into by the undertakers shall be alike in terms and amount under like circumstances to all consumers ” were added at the end of that section ; and

25           (3) The Gasworks Clauses Act 1871 : Provided that in their application to the Corporation sections 28, 29, 30 and 33 of that Act shall be construed as if the words “ calorific power ” were substituted therein for the words “ illuminating power ” and as if the provisions of this Act with reference to the apparatus for testing the calorific power of the gas were substituted for the regulations referred to in section 28 so far as  
30           they relate to testing for illuminating power.

**3.** (1) In this Act unless the subject or context otherwise requires— Interpretation.

35           (a) “ The Corporation ” means the Mayor Aldermen and Burgesses of the borough of Huddersfield ;

(b) "The borough" means the county borough of Huddersfield ;

(c) "The borough fund" and "the borough rate" mean the borough fund and the borough rate of the borough ;

(d) "The gas limits" means the limits within which the Corporation are for the time being authorized to supply gas ;

5

(e) "The Longwood Company" means the Longwood and Slaithwaite Gas Company ;

(f) "The Kirkheaton Company" means the Kirkheaton Dalton and Lepton Gas Company ;

(g) "The Companies" means the Longwood Company and the Kirkheaton Company ;

(h) "The scheduled agreement" means in reference to the Longwood Company the agreement set forth in the second schedule and in reference to the Kirkheaton Company the agreement set forth in the third schedule and "the scheduled agreements" means both those agreements ;

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(i) "The day of transfer" means in reference to the undertaking of the Longwood Company the date referred to as the day of transfer in the agreement set forth in the second schedule and in reference to the undertaking of the Kirkheaton Company the date referred to as the day of transfer in the agreement set forth in the third schedule ;

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(j) Each of the Acts mentioned in the first schedule is referred to as the Act of the year in which it was passed ;

(k) "The first schedule" "the second schedule" "the third schedule" and "the fourth schedule" mean respectively the first schedule the second schedule the third schedule and the fourth schedule to this Act.

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(2) Words and expressions to which meanings are assigned by the enactments incorporated with this Act have in this Act the same respective meanings unless there be something in the subject or context repugnant to such construction.

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PART II.—TRANSFER OF UNDERTAKINGS.

4. (1) The scheduled agreements are hereby confirmed and made binding upon the parties thereto respectively and effect may and shall be given thereto accordingly subject to such modifications (if any) as may be agreed between the said parties in writing under their respective common seals.

Confirmation of scheduled agreements.

(2) Upon the day of transfer the undertaking property and assets of each of the Companies shall by virtue of this Act be transferred to and become vested in the Corporation in accordance with the provisions of the scheduled agreements.

5. The mortgage debts of the Longwood Company outstanding at the day of transfer and the interest accruing thereon after that day shall thereafter continue to be a charge on the undertaking of that Company in the hands of the Corporation to the same extent and with the same incidents as if this Act had not been passed but with the substitution of the Corporation for the Longwood Company in respect of such mortgage debts.

Longwood Company's mortgage debts to continue charge on undertaking.

6. Subject as between the Corporation and the Longwood Company to the provisions of the scheduled agreement and without prejudice to any remedy over by the Corporation against that Company no action suit prosecution or other proceeding whatsoever commenced either by or against that Company in relation to any property right privilege debt liability or obligation transferred to the Corporation shall abate or be discontinued or prejudicially affected by reason of the transfer to and vesting in the Corporation of the undertaking of the Company but the same shall continue and take effect either in favour of or against the Corporation in the same manner in all respects as the same would have continued and taken effect in relation to the Company if the transfer had not been made and all penalties incurred by reason of any offence against the provisions of any enactments of the Longwood Company previously to the day of transfer may be sued for and all offences committed against such provisions previously to the day of transfer may be prosecuted by the Corporation in such or the like manner to all intents and purposes as such penalties might have been sued for or such offences prosecuted if the transfer had not taken place and all moneys payable to the Longwood Company prior to the

Actions &c. not to abate and penalties to be recoverable.

day of transfer may be sued for and recovered by the Corporation in the same manner in all respects as the same might have been sued for and recovered by the Company if this Act had not been passed.

Contracts to be binding on Corporation.

7. Subject to the provisions of the scheduled agreements all agreements contracts deeds and other instruments affecting either of the Companies and in force at the day of transfer shall after that day be as binding and of as full force and effect against or in favour of the Corporation and may be continued or enforced as fully and effectually as if instead of the Company the Corporation had been a party thereto. 5

Books &c. to remain evidence.

8. All books and documents which if the transfer had not been made would have been evidence in respect of any matter for or against either of the Companies shall be admitted in evidence in respect of the same and the like matter for or against the Corporation. 10

Companies to wind up affairs.

9. The following provisions shall apply to the Longwood Company and to the Kirkheaton Company and each of those Companies is referred to in this section as " the Company " (namely) :— 15

(1) From and after the day of transfer the Company shall continue to exist only for the purpose of paying their debts and liabilities (other than such as are to be discharged or taken over by the Corporation) and of receiving and recovering the sums payable to the Company under the scheduled agreement and distributing or otherwise applying the same and of 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 day of transfer and the survivors or 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 of this section ; 20 25 30

If the number of directors of the Company be reduced by death resignation or otherwise below three before the completion of such winding up the continuing directors shall from time to time choose a stockholder or stockholders of the Company to fill the vacancy or vacancies so caused ; 35

(2) As soon as may be practicable after the day of transfer the directors of the Company shall proceed to wind up the affairs



of the Company and shall pay the debts and liabilities of the Company (other than such as are to be discharged by the Corporation) and subject to the payment thereof shall distribute the surplus moneys of the Company to and among the several persons who at the day of transfer are the registered holders of stock in the capital of the Company or their respective executors administrators or assigns—

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(a) in the case of the Longwood Company in accordance with the provisions of the scheduled agreement; and

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(b) in the case of the Kirkheaton Company in proportion to the amount of stock in the capital of the Company held by them respectively—

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and for the purpose of such distribution the several persons whose names shall appear in the books of the Company at the day of transfer to be the proprietors of stock therein shall unless the contrary be proved to the satisfaction of the directors be considered to be stockholders of the Company and the receipt in writing of such persons or of their executors administrators or assigns or of the committee or guardian of the estate of any such person 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 stock or interest in respect whereof such payment is made ;

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(3) Where the directors of the Company are for six months after the payment of the purchase money by the Corporation unable after diligent inquiry to find the person to whom any money is payable or where any money is payable to a person who or whose committee cannot give an effectual receipt for the same the directors may pay the money as nearly as may be in manner provided for payment of money into court by any Act for the time being in force for the relief of trustees and such Act shall apply with all necessary modifications to such money and where the amount does not exceed five hundred pounds the directors may pay the same into the county court of Yorkshire holden at Huddersfield and every such payment into court shall effectually discharge the Company and directors from all further liability with respect to such money ;

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(4) Upon the purposes specified in this section being fulfilled the Company shall by virtue of this Act be dissolved.

Repeal of  
Companies'  
Acts.

**10.** As from the day of transfer—

(1) The following Acts shall be repealed except so far as may be necessary to give effect to the provisions of this Act and except the enactments mentioned in the fourth schedule (namely):—

Longwood Gas Act 1875 ;

Slaithwaite Gas Act 1876 ;

Longwood Gas Act 1902 ;

Longwood and Slaithwaite Gas Act 1914 ; and

Kirkheaton Dalton and Lepton Gas Act 1887.

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(2) The enactments mentioned in the fourth schedule shall 10 apply and have effect as if the Corporation were referred to therein instead of the Longwood Company or the Kirkheaton Company as the case may be.

Companies  
undertakings  
to form part  
of the Corpor-  
ation's under-  
taking.

**11.** Each of the Companies' undertakings when acquired by the Corporation shall form part of the Corporation's gas undertaking.

15

**PART III.—GASWORKS AND SUPPLY OF GAS.**

Temporary  
limitation on  
exercise of  
powers.

**12.** The provisions contained in this part of this Act shall not apply to the undertaking of each of the Companies or to the supply of gas within their limits of supply until the day of transfer.

Limits of  
supply.

**13.** (1) On and after the day of transfer the powers and 20 obligations of the Longwood Company and of the Kirkheaton Company respectively with respect to the supply of gas shall cease and determine and the limits of the Corporation for the supply of gas shall be extended so as to comprise the areas within the Companies' limits of supply and subject to the provisions of this Act the Acts relating to the 25 Corporation's gas undertaking and the supply of gas by them shall have effect as if those areas had originally been included therein and the Corporation shall have within those areas all such powers and authorities with respect to their gas undertaking and the supply of gas and in any way incident or relating thereto as they have within their 30 existing limits of supply.

(2) The limits of the Corporation for the supply of gas as extended by this section comprise the borough the urban districts of Golcar Kirkheaton Linthwaite Slaithwaite and South Crossland and so much of the urban districts of Lepton and Marsden and of the township of 35 Fixby in the rural district of Halifax as is coloured red on the map hereinafter mentioned.

(3) The area comprised within such limits is edged blue upon the map signed in triplicate by the Right Honourable the Earl of Donoughmore the Chairman of the Committee of the House of Lords to whom the bill for this Act was referred one of which maps has been deposited in the Parliament Office of the House of Lords one in the Private Bill Office of the House of Commons and one with the town clerk of the borough at his office.

Copies of or extracts from the said map deposited with the town clerk certified by him to be true shall be received in all courts and elsewhere as primâ facie evidence of the contents of the map.

**14.** The Corporation may maintain alter improve enlarge extend and renew or discontinue the gasworks transferred to them upon the lands upon which the same are erected and may exercise upon the lands described in the schedules to the Longwood Gas Act 1875 the Slaithwaite Gas Act 1876 the Longwood Gas Act 1902 and the Kirkheaton Dalton and Lepton Gas Act 1887 respectively (copies of which are set forth in the fourth schedule) the powers which they were authorized by the Huddersfield Corporation Act 1897 to exercise upon the lands described in the first schedule to that Act.

Maintenance of gasworks.

**15.** The Corporation may for the purposes of their gas undertaking purchase take and hold (by agreement but not otherwise) in addition to the lands which they are now authorized to acquire or hold any lands and hereditaments not exceeding in the whole five acres which the Corporation may require for the purposes of their works and undertaking but the Corporation shall not create or permit a nuisance on any such lands and no such lands shall be used by the Corporation for the purpose of manufacturing gas or residual products.

Additional lands.

**16.** The Corporation may on the application of the owner or occupier of any premises within the gas limits abutting on or being erected in any street laid out but not dedicated to public use supply those premises with gas and for that purpose the Gasworks Clauses Act 1847 shall apply as if section 7 (Undertakers not to enter on private land without consent) of that Act were excepted from incorporation in the Acts relating to the Corporation.

Power to lay pipes in private streets.

**17.** The Corporation may lay down place repair alter remove and renew mains pipes and culverts and other apparatus for the purpose of procuring conducting or disposing of any oil or other material used by them in or resulting from the manufacture of gas or any residual products thereof or for any other purpose connected with their gas

Power to lay down pipes for ancillary purposes.

undertaking and the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the protection of pipes when so laid shall so far as applicable for the purposes of this section extend and apply mutatis mutandis to and for the purposes thereof.

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Standard  
calorific  
power.

**18.** (1) The provisions of this section shall apply to the Corporation and their gas undertaking in substitution for the provisions as to—

(a) a prescribed standard of illuminating power ;

(b) penalties in respect of a deficiency in illuminating power ; and

(c) testing for illuminating power ;

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contained in sections 12, 32 and 36 and in schedule A of the Gasworks Clauses Act 1871 in section 28 of the Act of 1876 and in any other enactment relating to or affecting the Corporation.

(2) Within three months after the passing of this Act or such further time as the Local Government Board may allow the Corporation shall provide at the prescribed testing places apparatus for testing the calorific power of the gas supplied by them similar to the apparatus for the time being prescribed by the Metropolitan Gas Referees for testing the calorific power of the gas supplied by the companies referred to in the London Gas Act 1905.

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(3) The prescribed testing places are—

(a) the place prescribed by section 14 (Alteration of testing places for gas) of the Huddersfield Corporation Act 1897 ;

(b) either at the works erected upon the lands described in the schedule to the Longwood Gas Act 1875 or at the works erected upon the lands described in the schedule to the Longwood Gas Act 1902 ;

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(c) at the works erected upon the lands described in the schedule to the Kirkheaton Dalton and Lepton Gas Act 1887 or within two hundred yards from any part thereof.

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(4) As from the passing of this Act the gas supplied by the Corporation shall when tested in the mode and under the conditions for the time being prescribed by the Metropolitan Gas Referees be of a calorific power of not less than five hundred British thermal units and

in the interpretation of this Act the expression "standard calorific power" shall mean five hundred British thermal units and the expression "calorific power" shall mean gross calorific power per cubic foot of gas :

5 Provided that if at any time application is made to the Board of Trade by the Corporation or by any body or person who may appear to the Board of Trade to have a substantial interest in the matter to reduce or increase the standard calorific power the Board of Trade after hearing the parties and any other persons who appear to the Board to be interested may make such reduction or increase of the  
10 standard calorific power as they think fit.

(5) Not more than one testing for calorific power shall be made on any one day : Provided that if on any occasion of testing the calorific power of the gas is found to be below the standard calorific power a second testing shall be made on the same day after an interval of not less than  
15 one hour and the average of the two testings shall be deemed to be the calorific power of the gas on that day.

(6) If on any day the calorific power of the gas supplied by the Corporation when tested as required by this section is below the standard calorific power the Corporation shall be liable to the following penalties  
20 in respect of such deficiency (that is to say) :—

- (a) If the deficiency does not exceed fourteen British thermal units a sum not exceeding two pounds ;
- (b) If the deficiency exceeds fourteen British thermal units but does not exceed twenty-eight British thermal units a sum not  
25 exceeding five pounds ;
- (c) If the deficiency exceeds twenty-eight British thermal units then for each complete twenty-eight British thermal units of defective power a sum not exceeding ten pounds.

19. Section 29 (Pressure of gas) of the Act of 1876 is hereby  
30 amended by the substitution for the words "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" of the words "not less than fifteen-tenths of an inch." Pressure.

20. No penalty shall be incurred by the Corporation for neglect  
35 or refusal to give a supply of gas in accordance with the enactments relating to them or for insufficiency of pressure defect of calorific power Saving as to penalties.

or excess of impurity in the gas supplied by them in any case in which the court having cognisance of the case are of opinion that such neglect refusal insufficiency defect or excess was occasioned by unavoidable cause or accident or by any circumstance beyond the control of the Corporation.

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Period of error in defective meter.

**21.** (1) In the event of any meter used by a consumer of gas being tested in manner provided by the Sale of Gas Act 1859 and being proved to register erroneously within the meaning of the said Act such erroneous registration shall be deemed to have first arisen during the then last preceding quarter of the year unless it be proved to have first arisen during the then current quarter.

(2) The amount of the allowance to be made to or of the surcharge to be made upon the consumer by the Corporation shall be paid by or to the Corporation to or by the consumer as the case may be and shall be recoverable in the like manner as gas charges are recoverable by the Corporation.

Price of gas.

**22.** Notwithstanding anything contained in the Acts relating to the Corporation the price charged by them for gas supplied to any consumers in the urban districts of Golcar Lepton Linthwaite Kirkheaton Marsden Slaithwaite and South Crossland and in the township of Fixby may exceed the price charged for gas supplied in the borough by not more than sixpence per thousand cubic feet.

Power to vary price according to purpose for which gas supplied.

**23.** (1) Notwithstanding anything contained in the Acts relating to the Corporation the price to be charged by them for a supply of gas may vary according to the purposes for which the gas is supplied as may be agreed upon between the Corporation and the person taking such supply :

(2) Provided that the Corporation shall not under the powers of this section give any preferential price as between any consumers who shall take a supply of gas for the same purpose under like circumstances.

Amending obligations as to supply of gas.

**24.** Notwithstanding anything contained in the Acts relating to the Corporation they shall not be obliged to give from any main a supply of gas for any purpose other than lighting or domestic use in any case where the capacity of such main is insufficient for such purpose or if and so long as any such supply would in the opinion of the Corporation interfere with the sufficiency of the gas required to be supplied by means of such main for lighting purposes.

25. The Corporation may refuse to supply gas or electrical energy to any person whose payments for the supply of either gas or electrical energy or meter rent are for the time being in arrear whether any such payments be due to the Corporation in respect of a supply to the premises in respect of which such supply is demanded or in respect of other premises.

Corporation may refuse to supply gas or electrical energy in certain cases.

26. Notwithstanding anything contained in the Gasworks Clauses Act 1871 or any other Act a person shall not be entitled to demand or continue to receive from the Corporation a supply of gas for any premises for which he has at the same time a supply of gas from an installation other than that of the Corporation or a supply of electricity except from the Corporation unless he shall have agreed to pay to the Corporation such minimum annual sum as will give to them a reasonable return on the capital expenditure and will cover charges incurred by them in order to meet the possible maximum demand for those premises and the sum to be so paid shall be determined in default of agreement by arbitration in manner provided by the Arbitration Act 1889.

Supply of gas where consumer has separate supply.

27. (1) The Corporation may by notice in writing require a consumer of gas supplied by the Corporation and used for the working of an engine to fix and use an efficient anti-fluctuator in a suitable position upon the premises to which the gas is supplied and whereon the engine is in use or to keep an efficient anti-fluctuator so fixed and used in proper order and repair at all times while in use or to repair renew or replace an anti-fluctuator which is not in proper order or repair.

Anti-fluctuators to be used with gas engines.

(2) If the consumer after any such notice as aforesaid fails to fix and use an efficient anti-fluctuator or to keep an anti-fluctuator in proper order and repair or to repair renew or replace an anti-fluctuator which is not in proper order and repair the Corporation may cease to supply him with gas.

(3) The Corporation may at all reasonable times demand and shall thereupon have access to any anti-fluctuator fixed upon any premises to which gas is supplied by the Corporation and for the purpose of ascertaining whether the anti-fluctuator is efficient and in proper order or repair may take off remove test and inspect the anti-fluctuator such taking off removing testing and inspecting to be done at the expense of the Corporation if the anti-fluctuator be found efficient and in proper order but otherwise at the expense of the consumer.

(4) For the purposes of this section an "anti-fluctuator" means any apparatus article or thing for the purpose of controlling and regulating the supply of gas to any engine and preventing any inconvenience or danger from the intermittent consumption of gas by the engine.

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Occupier to pay expenses of re-connecting discontinued supply.

**28.** In any case in which in consequence of any default on the part of the occupier of any premises the Corporation shall have cut off the supply of gas to such premises and the occupier so in default shall desire to resume such supply he shall pay to the Corporation the expenses of re-connecting the supply and the Corporation shall not be under any obligation to supply gas to such occupier until he shall have paid such expenses.

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Notice to discontinue supply of gas.

**29.** A notice to the Corporation from a consumer for the discontinuance of a supply of gas shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at or sent by post to the office of the Corporation or be given by the consumer personally at the office of the Corporation.

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Supply of gas in bulk.

**30.** The Corporation may contract with any local authority company or persons authorized to supply gas under Parliamentary powers in any district adjacent to the gas limits 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 may be agreed upon but nothing in this section shall authorize the Corporation to lay any mains or other pipes or to interfere with any street beyond the gas limits.

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Dwelling-houses for employees and other buildings.

**31.** The Corporation may purchase or take on lease and maintain houses and buildings for persons in their employment in connection with their gas undertaking and offices show rooms and other buildings for the purposes of that undertaking and they may also erect maintain and let any such buildings upon any lands for the time being belonging or leased to the Corporation for those purposes.

Application of Electric Lighting Acts.

**32.** Nothing in this Act shall authorise any interference with electric lines and works of any undertakers under the Electric Lighting Acts 1882 and 1888 to which the provisions of section 15 of the former Act apply except in accordance with and subject to the provisions of that section and the provisions of that section shall be deemed to extend to and include any electric lines or works of such undertakers constructed or placed upon or above the level of the ground.

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**33.** The following provisions for the protection of the London and North Western Railway Company and the Lancashire and Yorkshire Railway Company or either of those companies (in this section referred to as "the Railway Company") shall be in force and have effect :—

For protection of London and North Western and Lancashire and Yorkshire Railway Companies.

- 5 (1) The Corporation in laying down or 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 worked or occupied by the railway company or the  
10 bridges approaches viaducts stations or other works or any level crossings over the railways of the railway company shall lay down execute and effect the same under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer of the railway company and only according to such plans to be submitted to and  
15 previously reasonably approved by him or settled by arbitration as hereinafter provided and in all things by and at the expense of the Corporation. The Corporation shall (except in cases of emergency when as long a notice as practicable shall be given) give to the engineer of the railway company  
20 fourteen days notice in writing of their intention to carry out such works after the plans shall have been so approved or settled ;
- 25 (2) The Corporation shall with all convenient speed restore and make good any works and the roads and pavements over any such bridges level crossings and approaches which the 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 Corporation and shall keep any such road or pavement in  
30 repair for three months after restoration and making good and for such further time if any not exceeding twelve months as the soil so broken up shall continue to subside ;
- 35 (3) 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 ;
- (4) If the Corporation make unnecessary delay in restoring and

making good such road pavement or works or neglect to keep such road or pavement in repair as aforesaid the railway company may after three days' notice to the Corporation cause such work to be executed or such restoration and making good to be effected and the expense of executing or effecting the same shall be repaid to them by the Corporation ; 5

- (5) The Corporation shall repay to the railway company the expense of any temporary works or watching which the railway company may reasonably consider necessary to provide for the protection of any of their railways or the traffic thereon during and with reference to the carrying out of the works aforesaid ; 10
- (6) If any injury or interruption shall arise from or be in any way owing to any of the acts operations matters and things aforesaid or the bursting leakage or failure of any such mains pipes or works the Corporation shall make compensation in respect thereof to the railway company and in the event of any dispute as to the amount of any such compensation the same shall be determined by arbitration as hereinafter provided ; 15 20
- (7) Any dispute or difference which may arise between the railway company and the Corporation with reference to the foregoing provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed by the President of the Institution of Civil Engineers on the application of the railway company and the Corporation or either of them ; 25
- (8) All gas supplied by the Corporation to any station of the railway company shall be supplied at such pressure as to balance a column of water not less than twenty-tenths of one inch in height at the outlet of the primary meter or meters registering that supply to such company ; 30
- (9) Any gas examiner appointed under the Gasworks Clauses Act 1871 may for the purposes of this Act subject to the terms of his appointment on the premises of the railway company at the outlet of the primary meter or meters registering the supply to such company as and when he thinks fit test the 35

pressure at which the gas is supplied and the Corporation shall afford to the examiner all reasonable facilities for making the test.

5       **34.** The following provisions for the protection of the Midland For protection  
of Midland  
Railway  
Company.  
Railway Company (in this section referred to as "the Railway  
Company") shall be in force and have effect :—

10       (1) The Corporation shall not exercise the powers of the section of  
this Act whereof the marginal note is "Power to lay pipes Sec. 16.  
in private streets" with respect to any street or road belong-  
ing to or under the control or management of the railway  
company except with the consent of that company but such  
consent shall not be unreasonably withheld and if any  
15       difference shall arise between the railway company and the  
Corporation as to whether such consent is in any case  
unreasonably withheld the difference shall be determined by  
an arbitrator to be agreed upon or failing agreement to be  
appointed on the application of either party by the President  
of the Institution of Civil Engineers and in carrying out  
20       any works authorised by the said section the Corporation  
shall not unreasonably obstruct or interfere with the  
convenient access to any such street or road ;

25       (2) All gas supplied by the Corporation to any station of the  
railway company shall be supplied at such pressure as to  
balance a column of water not less than twenty-tenths of one  
inch in height at the outlet of the primary meter or meters  
registering that supply to such Company ;

30       (3) Any gas examiner appointed under the Gasworks Clauses Act  
1871 may for the purposes of this Act subject to the terms of  
his appointment on the premises of the railway company at  
the outlet of the primary meter or meters registering the  
supply to such company as and when he thinks fit test the  
pressure at which the gas is supplied and the Corporation  
shall afford to the examiner all reasonable facilities for making  
the test.

35       **35.** In executing the works and exercising the powers authorised For protection  
of the  
West Riding  
County  
Council.  
by this Act so far as they affect any main road or any county bridge  
(which expression shall in this section mean and include any bridge

which is for the time being a county or main road bridge and the approaches to such bridge) repairable by the County Council of the West Riding of Yorkshire (in this section called "the County Council") the following provisions for the protection of the County Council shall have effect unless otherwise agreed in writing between the County Council and the Corporation (that is to say) :—

- (1) All mains pipes or works to be laid in or along any such main road or in upon or across any such county bridge shall so far as is reasonably practicable be constructed and laid in such position at the side of the road as the County Council shall by writing under the hand of their surveyor reasonably direct or (if the said surveyor agrees) under the footpath : Provided that this sub-section shall not apply to service pipes ;
- (2) Except in cases of emergency and except when the works consist of service pipes fourteen days' notice shall be given of the intention to open any main road or bridge and the Corporation shall deliver to the County Council or their surveyor for reasonable approval a plan of the proposed works not less than twenty-one days before the Corporation commence to open or break up any main road or bridge for the purpose of executing the works ;
- (3) All works shall be executed by the Corporation so as not to stop or (so far as reasonably practicable) impede or interfere with the traffic on any such main road or county bridge ;
- (4) Notwithstanding anything in this Act contained it shall be lawful for the County Council at any time or times to remove alter widen reconstruct or rebuild any county bridge on alongside or near to which are any mains pipes or works of the Corporation in the same manner as they might have removed altered widened reconstructed or rebuilt such bridge if this Act had not been passed and such mains pipes or works had not been laid on alongside or near to such bridge And in the event of any such bridge being removed altered widened reconstructed or rebuilt as aforesaid the Corporation at their own expense may and if and when reasonably requested by the said surveyor shall remove or alter the position of such mains and pipes and any works by which the same are carried on alongside or near to any such bridge as aforesaid to the reasonable satisfaction of the said surveyor : Provided that—

(a) the County Council shall at the expense of the Corporation afford all reasonable facilities to the Corporation for such alterations ;

5

(b) before and during such removal alteration widening reconstruction or rebuilding of any such bridge as aforesaid the County Council shall at the like expense afford all reasonable facilities for temporarily carrying such mains or pipes across the stream river or other place over which such bridge is carried so as not to interrupt the continuous supply of gas :

10

Provided also that if any request of the said surveyor for the removal or alteration of the position of any mains pipes or works of the Corporation is not complied with the County Council shall not be responsible for or liable to make any compensation in respect of any injury which may happen to the said mains pipes or works in connection with or in consequence of the removal alteration widening reconstructing or rebuilding of such bridge ;

15

20

(5) Notwithstanding anything in this Act contained if any difference arise between the Corporation and the County Council touching this section or anything to be done or not to be done thereunder such difference shall be determined by arbitration by an engineer to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of either of the parties in difference and any difference between the Corporation and the County Council under the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall be determined in like manner instead of in the manner provided for by those provisions.

25

30

PART IV.—POWER GAS.

36. (1) The Corporation may make produce or purchase and may by agreement supply to any person within the gas limits at such price as may be agreed between the Corporation and such person gas (in this Act called "power gas") which shall not be required to comply with the provisions of the Acts relating to the Corporation as to the calorific power purity or pressure of the gas supplied by them

Supply of power gas.

and notwithstanding anything contained in any such Act the provisions of sections 11, 12, 24 to 34 36 and 37 of the Gasworks Clauses Act 1871 shall not apply to the Corporation in respect of power gas nor shall the provisions of the said Acts with respect to calorific power purity or pressure as aforesaid and the testing thereof or with respect to the price of gas be applicable (a) in respect of power gas supplied by the Corporation or (b) to the Corporation in respect of power gas. 5

Sec. 30. (2) Power gas shall be deemed to be gas within the meaning and for the purposes of the section of this Act whereof the marginal note is "Supply of gas in bulk" and may subject to the provisions of this part of this Act be supplied for utilisation for any purpose other than lighting. 10

(3) Nothing in this section shall deprive any person within the gas limits of any right which he may possess under the Acts relating to the Corporation of requiring a supply of gas of the calorific power purity and pressure prescribed by those Acts or any enactment incorporated therewith. 15

Mains for power gas.

**37.** For the purposes of this part of this Act the Corporation may lay down repair take up alter relay and renew mains pipes and apparatus within the gas limits and the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the protection of pipes when laid shall so far as applicable for the purposes of this section extend and apply with the necessary alterations to and for such purposes. 20

Conditions as to quality of power gas.

**38.** (1) It shall not be lawful for the Corporation at any time to supply power gas which does not possess a distinctive and readily perceptible smell. 25

(2) For every contravention of this section the Corporation shall be liable on summary conviction to a fine not exceeding fifty pounds.

(3) It shall be the duty of the inspectors of factories and the inspectors of mines to enforce the provisions of this section within their district so far as respects factories workshops and mines inspected by them respectively and such inspectors shall for this purpose have all powers and authorities conferred by section 119 of the Factory and Workshop Act 1901 and by section 98 of the Coal Mines Act 1911 and section 17 of the Metalliferous Mines Regulation Act 1872 respectively : 30

(4) Provided that no proceedings shall be taken against the Corporation by any such inspector in respect of any contravention of the provisions of this section discovered by him on any inspection of a factory workshop or mine unless he shall have given notice in writing  
5 to the Corporation of such contravention and of the nature of the contravention as soon as possible after he discovers the same. .

**39.** (1) The Secretary of State for the Home Department may from time to time either before or after the Corporation shall have commenced to give a supply of power gas to consumers (after  
10 holding such inquiries as he may think fit and considering any representations made to him by the Corporation) make or impose in the interests of the safety or health of persons regulations terms and conditions with respect to such supply. Regulations as to power gas.

(2) The Corporation shall not under the powers of this Act supply  
15 or continue to supply power gas otherwise than in accordance with any regulations and upon and subject to any terms and conditions which shall have been so made or imposed and shall for the time being be in force :

(3) Provided that if in the opinion of the Corporation compliance  
20 with any such regulations terms and conditions would render the supply or continued supply of power gas by them unremunerative or impracticable it shall be lawful for the Corporation upon giving to all consumers of power gas supplied by them not less than three months' notice of their intention so to do to discontinue such supply and in that event  
25 the Corporation shall not be under any obligation to supply or to continue to supply power gas to any person.

(4) For every contravention of this section the Corporation shall be liable on summary conviction to a fine not exceeding fifty pounds.

(5) For the purpose of enforcing this section or for the purpose of  
30 any inquiry by the said Secretary of State thereunder inspectors of factories and inspectors of mines shall have such and the like powers and authorities as are conferred by the enactments referred to in the section of this Act the marginal note whereof is "Conditions as to  
quality of power gas." Sec. 38.

35 **40.** Nothing in this Act contained shall exempt the Corporation from the provisions of any general Act relating to the manufacture or supply of power gas passed before or after the passing of this Act or from any regulations which may be made under any such general Act. Provisions as to general Acts relating to power gas.

## PART V.—FINANCE.

Power to borrow.

**41.** (1) The Corporation may from time to time independently of any other borrowing power borrow at interest for the purposes mentioned in the first column of the following table the respective sums mentioned in the second column thereof and they shall pay off all money so borrowed within the respective periods (each of which is in this Act referred to as "the prescribed period") mentioned in the third column of the said table (namely):—

1	2	3	
Purpose.	Amount.	Period for Repayment.	
(a) For and in connection with the purchase of the undertakings of the Companies under the scheduled agreements the payment of any sums payable to the Companies their directors and officers the payment of the costs charges and expenses of the Corporation of or connected with the transfer and for the redemption of the Longwood Company's mortgages.	Such sums as may be requisite.	Thirty-five years from the day of transfer	10
			15
			20
(b) For paying the costs charges and expenses of this Act.	The sum requisite.	Five years from the passing of this Act.	25

(2) The Corporation may also with the consent of the Local Government Board borrow such further money as may be necessary for any of the purposes of this Act or of the gas undertaking of the Corporation.

Any money borrowed under this sub-section shall be repaid within such period (in this Act referred to as "the prescribed period") as may be prescribed by the said Board.

(3) In order to secure the repayment of any money borrowed under this section and the payment of interest thereon the Corporation may mortgage or charge the revenue of their gas undertaking and the borough fund and the borough rate.



**42.** (1) The Corporation may by agreement with the holder of any mortgage of the Longwood Company at any time substitute for the mortgage held by him any mortgage or other security of the Corporation or pay off the amount secured by such mortgage and redeem the same  
5 with money borrowed or raised under this Act and the holder of any such mortgage whether or not he is a trustee or under any disability may agree with the Corporation to accept any mortgage or other security of the Corporation in lieu of money in consideration for the amount secured by his mortgage.

Redemption  
of Longwood  
Company's  
mortgages.

10 (2) Any security under this section substituted for any mortgage shall be held in the same rights on the same trusts and subject to the same powers provisions charges and liabilities as those in on or subject to which the mortgage was held immediately before the substitution and so as to give effect to and not to revoke any deed will or other  
15 instrument or testamentary or other disposition disposing of or affecting the mortgage and every such deed will instrument or disposition shall take effect with reference to the whole or a proportionate part as the case may be of the substituted security.

(3) The Corporation shall make provision for the redemption of the  
20 Longwood Company's mortgages and of any mortgage or other security of the Corporation substituted for the same by means of a sinking fund to be formed and maintained in accordance with the provisions of this Act so far as applicable so as to redeem or to be in a position to redeem the same within a period of thirty-five years from the day of transfer and if  
25 at the end of that period the said mortgages are not wholly redeemed then the Corporation shall so long as they are liable to pay interest thereon apply in or towards payment thereof the annual income arising from the said sinking fund.

**43.** The following provisions shall (with the necessary modifica-  
30 tions and subject to the provisions of this Act) extend and apply mutatis mutandis to the moneys borrowed under this Act (namely) :—

Application of  
sections of  
existing Acts  
as to borrow-  
ing.

Of the Huddersfield Tramways and Improvement Act 1890.

Section 35.—(Sinking funds may be adjusted in certain events) ;

35 Section 38.—(Annual return to Local Government Board with respect to sinking funds &c.) ;

Section 40.—(Application of moneys borrowed).

Of the Act of 1897.

Section 40.—(As to sinking fund);

Section 42.—(Corporation not to regard trusts).

Of the Act of 1900.

Section 59.—(As to moneys raised by Corporation stock); 5

Section 63.—(Protection of lenders from inquiry);

Section 66.—(Audit of accounts);

Section 67.—(Inquiries by and expenses of Local Government Board).

Of the Act of 1902. 10

Section 47.—(Provisions as to mortgages).

Of the Act of 1906.

Section 76.—(Mode of payment off of money borrowed).

Of the Act of 1913.

Section 97.—(Certain provisions of Public Health Acts as to 15  
borrowing not to apply).

Rate of  
accumulation  
of payments  
to sinking  
fund.

**44.** Where under the provisions of any Act of Parliament or of any order confirmed by or having the effect of an Act of Parliament or of any order made under any such Act or order the Corporation are empowered or required to form a sinking fund for the payment off of 20 money borrowed then if the sinking fund is an accumulating sinking fund the rate for the investment of the fund on which the amount of the annual payments to the fund is based shall be three pounds ten shillings per centum per annum or such other rate as the Local Government Board may from time to time approve. 25

Power to  
re-borrow.

**45.** (1) The Corporation shall have power—

(a) to borrow for the purpose of paying off any moneys previously

borrowed under any statutory borrowing power which are intended to be forthwith repaid; or

5 (b) to borrow in order to replace moneys which during the previous twelve months have been temporarily applied from other funds of the Corporation in repaying moneys previously borrowed under any statutory borrowing power and which at the time of such repayment it was intended to replace by borrowed moneys.

10 (2) Any moneys borrowed under this section shall for the purposes of repayment be deemed to form part of the original loan and shall be repaid within that portion of the period prescribed for the repayment of that loan which remains unexpired and the provisions which are for the time being applicable to the original loan shall apply to the moneys borrowed under this section.

15 (3) The Corporation shall not have power to borrow for the purpose of making any payment to a sinking fund or of paying any instalment or making any annual payment which has or may become due in respect of borrowed moneys.

(4) The Corporation shall not have power to borrow in order to  
20 replace any moneys previously borrowed which have been repaid—

(a) by instalments or annual payments; or

(b) by means of a sinking fund; or

(c) out of moneys derived from the sale of land; or

25 (d) out of any capital moneys properly applicable to the purpose of the repayment other than moneys borrowed for that purpose.

(5) The following provisions are hereby repealed but without prejudice to anything done or suffered to be done thereunder respectively (namely):—

Section 369 of the Act of 1871;

30 Section 131 of the Act of 1876;

Section 33 of the Huddersfield Tramways and Improvement Act 1890;

Section 42 of the Huddersfield Corporation Waterworks Act 1890;

35 Section 77 of the Act of 1906;

And the provision of any other Act so far as it applies to the money borrowed thereunder the provisions of any of the sections repealed by this sub-section.

(6) For the purposes of this section the expression "statutory borrowing power" means any power whether or not coupled with a duty of borrowing or continuing on loan or re-borrowing money or of redeeming or paying off or creating or continuing payment of or in respect of any annuity rent-charge rent or other security representing or granted in lieu of consideration money for the time being existing under any Act of Parliament public or local passed or to be passed or under any provisional order confirmed by Act of Parliament passed or to be passed or under any order or sanction of any Government Department made or given or to be made or given by authority of any Act of Parliament passed or to be passed. 5 10

Expenses of execution of Act.

**46.** Any expenses of the execution by the Corporation of this Act with respect to which no other provision is made may be defrayed by the Corporation out of the revenue of their gas undertaking or out of the borough fund. 15

Application of section 265 of the Public Health Act 1875.

**47.** Section 265 (Protection of local authority and their officers from personal liability) of the Public Health Act 1875 shall extend and apply to the purposes of this Act and of the gas undertaking of the Corporation as if the same were re-enacted herein. 20

Incorporation of certain sections of recited Acts.

**48.** The following provisions are incorporated with this Act and shall apply as if the same with the necessary modifications were set out in this Act (namely):— 25

Of the Act of 1902.

Section 56.—(Authentication and service of notices);

Section 58.—(Informations by whom to be laid);

Section 61.—(Recovery of penalties &c).

Of the Act of 1906. 30

Section 34.—(Temporary stoppage of streets);

Section 79.—(As to rating of railways for certain purposes);

Section 87.—(Powers of Act cumulative);

Of the Act of 1913.

Section 107.—(Judges not disqualified). 35

**49.** The costs charges and expenses preliminary to and of and Costs of Act.  
incidental to the preparing obtaining and passing of this Act as taxed  
by the taxing officer of the House of Lords or of the House of  
Commons shall be paid by the Corporation out of the revenue of their  
5 gas undertaking or out of the borough fund or out of the money to be  
borrowed under this Act for the purpose.

**THE SCHEDULES.**

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Sec. 1.

**THE FIRST SCHEDULE.**

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- Huddersfield Burial Ground Act 1852.  
Huddersfield Gas Act 1861.  
Huddersfield Water Act 1869.  
Huddersfield Waterworks Act 1871.  
Huddersfield Improvement Act 1871.  
Huddersfield Waterworks and Improvement Act 1876.  
Huddersfield Improvement Act 1880.  
Huddersfield Corporation Act 1882.  
Huddersfield Tramways and Improvement Act 1890.  
Huddersfield Corporation Waterworks Act 1890.  
Huddersfield Electric Lighting Order 1890 (confirmed by the Electric Lighting Orders Confirmation (No. 3) Act 1890).  
Borough of Huddersfield Order 1890 (confirmed by the Local Government Board's Provisional Orders Confirmation (No. 15) Act 1890).  
Huddersfield Waterworks Tramroad Act 1894.  
Huddersfield Waterworks Act 1896.  
Huddersfield Electric Lighting Order 1896 (confirmed by the Electric Lighting Orders Confirmation (No. 1) Act 1896).  
Huddersfield Corporation Tramways Order 1897 (confirmed by the Tramways Orders Confirmation (No. 2) Act 1897).  
Huddersfield Corporation Act 1897.  
Huddersfield Corporation Tramway Order 1898 (confirmed by the Tramways Orders Confirmation (No. 2) Act 1898).  
Huddersfield Corporation Tramways Order 1900 (confirmed by the Tramways Orders Confirmation (No. 1) Act 1900).  
Huddersfield Corporation Tramways Act 1900.  
Huddersfield Corporation Act 1902.  
Huddersfield (Extension to Linthwaite) Electric Lighting Order 1903 (confirmed by the Electric Lighting Orders Confirmation (No. 6) Act 1903)  
Huddersfield Corporation Tramways Order 1903 (confirmed by the Tramways Orders Confirmation (No. 1) Act 1903).  
Huddersfield Corporation Act 1902 Amendment Act 1904.

**Huddersfield (Extension to Golcar) Electric Lighting Order 1904 (confirmed by the Electric Lighting Orders Confirmation (No. 3) Act 1904).**

**Huddersfield Corporation Act 1906.**

**Huddersfield Corporation Tramway Order 1907 (confirmed by the Tramways Orders Confirmation Act 1907).**

**Huddersfield Water Act 1908.**

**Huddersfield Corporation Tramways Order 1910 (confirmed by the Tramways Orders Confirmation Act 1910).**

**Huddersfield (Extension to South Crosland) Electric Lighting Order 1910 (confirmed by the Electric Lighting Orders Confirmation (No. 1) Act 1910).**

**Huddersfield Order 1912 and Huddersfield Order (No. 2) 1912 (confirmed by the Local Government Board's Provisional Orders Confirmation (No. 4) Act 1912).**

**Huddersfield Corporation Act 1913.**

**Huddersfield Order 1914 (confirmed by the Local Government Board's Provisional Orders Confirmation (No. 6) Act 1914).**

**Huddersfield Order 1915 (confirmed by the Local Government Board's Provisional Orders Confirmation (No. 2) Act 1915).**

Sec. 4.

## THE SECOND SCHEDULE.

## AGREEMENT WITH LONGWOOD COMPANY.

AN AGREEMENT made the sixteenth day of December one thousand nine hundred and eighteen BETWEEN THE LONGWOOD & SLAITHWAITE GAS COMPANY (hereinafter called "the Company") of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF HUDDERSFIELD (hereinafter called "the Corporation") of the other part :

WHEREAS the Company was incorporated by and is now regulated by the following Acts of Parliament so far as the same are now subsisting namely the Longwood Gas Act 1875 the Slaithwaite Gas Act 1876 the Longwood Gas Act 1902 and the Longwood and Slaithwaite Gas Act 1914 and the Acts incorporated therewith respectively and the issued capital of the Company consists of eighteen thousand one hundred pounds Consolidated Preference Stock entitled to a preferential dividend of four pounds per cent. per annum and one hundred thousand four hundred pounds Consolidated Ordinary Stock entitled to a standard dividend of five pounds per cent. per annum but subject to increase or decrease according as the price charged by the Company for gas supplied is below or above the standard price and the Company has borrowed by the creation of mortgage bonds and otherwise moneys amounting in the aggregate to forty-nine thousand four hundred and twenty pounds :

NOW IT IS HEREBY AGREED by and between the parties hereto as follows :—

1. The Company shall sell and the Corporation shall purchase at the price hereinafter mentioned all and singular the lands buildings chattels effects book debts real and personal property assets rights powers privileges liberties and authorities and all other the undertaking of the Company as existing on the thirtieth day of June one thousand nine hundred and eighteen (which without derogating from the generality of this description includes the lands described in the schedule hereto) subject to the said loan debt of forty-nine thousand four hundred and twenty pounds and the interest thereon and to the payment and discharge by the Corporation of all the debts liabilities and obligations of the Company (other than those in respect of amounts due to its stockholders on account of their holdings) as on the date aforesaid.

2. The price to be paid by the Corporation to the Company shall be the sum of one hundred and seventeen thousand five hundred and ninety-five pounds arrived at as follows namely—seventeen thousand one hundred and ninety-five pounds represents eighteen thousand one hundred pounds Consolidated Preference Stock of the Company at the rate of ninety-five pounds for every one hundred pounds of stock and one hundred thousand four hundred pounds represents one hundred thousand four hundred pounds Consolidated Ordinary Stock at the rate of one hundred pounds



for every one hundred pounds of stock and in addition the Corporation shall (subject to clause 11 hereof) pay to the Company interest on the said sum of eighteen thousand one hundred pounds at the rate of four pounds per cent. per annum and on the said sum of one hundred thousand four hundred pounds at the rate of five pounds per cent. per annum calculated in each case from the thirtieth day of June one thousand nine hundred and eighteen up to the day of transfer and the said purchase price and interest when received by the Company shall (without any responsibility on the part of the Corporation and as a matter between the Company and its stockholders) be distributed and paid by the Company between and to the respective holders of the said stocks whose names appear on the Company's books as the registered holders thereof on the day of transfer and the said sum of seventeen thousand one hundred and ninety-five pounds and the interest on the said sum of eighteen thousand one hundred pounds and all other (if any) interest payable thereon under these presents shall be so distributed and paid to the registered holders of the said Consolidated Preference Stock in proportion to their respective holdings and the said sum of one hundred thousand four hundred pounds and the interest thereon and all other (if any) interest payable thereon under these presents shall be so distributed and paid to the registered holders of the said Consolidated Ordinary Stock in proportion to their respective holdings.

3. The Corporation shall pay satisfy and discharge all the debts liabilities and obligations of the Company subject to which the undertaking is sold and transferred and at all times keep the Company indemnified therefrom.

4. The said purchase price and interest shall be paid by the Corporation on the next quarter day which shall follow the expiration of thirty days after the date when the bill hereinafter mentioned shall have received the Royal Assent and the date so fixed is herein referred to as the day of transfer: Provided that if the sanction of any government authority shall be required for the raising by the Corporation of a loan for the payment of such price such price shall not be payable until the expiration of three calendar months from the date on which such sanction is obtained but the Corporation shall nevertheless be entitled to possession of the undertaking and the same shall be transferred to them on the day of transfer. All interest payable by the Corporation as aforesaid shall be paid on the day of transfer and if the purchase price shall not be paid on that day the Corporation shall as from that day until payment of the purchase price pay interest on the said sums of eighteen thousand one hundred pounds and one hundred thousand four hundred pounds at the respective rates hereinbefore mentioned and such interest shall be paid half-yearly on the thirtieth day of June and the thirty-first day of December in every year. The Corporation shall immediately after the bill hereinafter mentioned has been read a third time in the second House take all necessary steps and use due diligence to obtain any and every such sanction as aforesaid.

5. If the said sale and purchase hereby agreed upon shall take effect the same shall so take effect as and from the thirtieth day of June one thousand nine hundred and eighteen as from which date up to the day of transfer the business

and undertaking of the Company shall be deemed to have been managed and carried on and shall be managed and carried on by the Company in the ordinary course of business for and on behalf of the Corporation and accordingly all moneys received and paid by the Company after the said thirtieth day of June one thousand nine hundred and eighteen shall (subject as herein provided) be deemed to be received and paid for and on account of the Corporation and the Corporation shall pay and discharge and indemnify the Company against all expenses liabilities and engagements of the Company heretofore or hereafter incurred or entered into by the Company for the purposes of or in the course of so carrying on the said business and undertaking from the date aforesaid. The respective remunerations of the directors and of the secretary and engineer of the Company apportioned up to the day of transfer shall be paid to them respectively up to that day on the same basis as heretofore and the payment thereof shall be treated as an expense of carrying on the said business and undertaking of the Company.

6. In addition to the said purchase price the Corporation shall on the payment thereof pay the following sums to the persons following as compensation for loss of office namely to the persons who shall be the directors of the Company on the day of transfer the sum of four hundred and eighty pounds to be divided equally between them and to John Henry Brearley (the secretary and engineer of the Company) if he shall be living on the thirty-first day of July one thousand nine hundred and nineteen the sum of four thousand pounds together with interest on those sums at the rate of five per cent per annum from the day of transfer until the payment thereof such interest to be paid half-yearly and the Corporation shall also as from the day of transfer pay to Mary Jane Furness (a pensioner of the Company) the sum of one pound one shilling per week during her widowhood

7. No compensation shall be allowed on either side in case of any error misstatement or omission with regard to quantity or otherwise in the said schedule hereto.

8. The Corporation shall pay for the stamping of these presents and shall also pay to the Company on the day of transfer all its reasonable costs and expenses of or for or incidental to the preparation and completion of these presents and a duplicate thereof and the carrying of the same into effect according to Schedule II of the General Order under the Solicitors' Remuneration Act 1881 and its reasonable costs and expenses in connection with the said bill.

9. As and from the date hereof the Company shall not without the consent of the Corporation make any capital outlay except to complete works in progress and for the period from that date until the day of transfer the management of the undertaking (including the making of contracts for the purchase of coal and other materials and things and the fixing of the price of gas) shall so far as reasonably possible be carried on by the Company subject to such reasonable directions as may from time to time be given by the Corporation having regard to their interest under this agreement. During that period the Company shall not make any payment to any director or to the secretary and engineer beyond their remunera-

tion salary or wages at the rates on the said thirtieth day of June one thousand nine hundred and eighteen. As and from the date hereof the Corporation Gas Engineer and any other officer of the Corporation nominated by them for the purpose shall as an act of grace have access at all reasonable times to the works offices and books of the Company who shall give to him or them such information and assistance from time to time as may be reasonably required.

10. The Company shall on the day of transfer give possession to the Corporation of all the premises hereby agreed to be sold together with all the deeds books and documents of the Company but until its winding up has been completed the Company shall have access to such books as contain the records of the proceedings of the directors and stockholders of the Company or affect or relate only to the stockholders.

11. The dividends paid by the Company on the said issued capital of the Company (both Preference and Ordinary) up to the thirtieth day of June one thousand nine hundred and eighteen (although made after that date) shall be treated as having been paid on that date and prior to the date as from which the said sale and purchase takes effect and the Company shall not account therefor and the Company shall be at liberty to declare and pay to the respective stockholders dividends on their holdings (either by way of interim dividend or otherwise) for any half-year or year after the date hereof and prior to the day of transfer but so that any dividends so hereafter declared and paid on the said Consolidated Ordinary Stock shall not exceed the authorized rate having regard to the price charged for gas and the Statutory Undertakings (Temporary Increase of Charges) Act 1918 and that the interest payable under clause 2 hereof shall be reduced by the amount of any dividends so hereafter declared and paid whether in respect of the preference or ordinary stock and the balance only of such interest be payable to the respective stockholders.

12. Every person except the secretary and engineer of the Company who on the day of transfer is employed by the Company shall be taken over by the Corporation on the same terms and conditions as he may be employed by the Company unless he shall at least fourteen days before the day of transfer give notice in writing to the Corporation that he is unwilling to enter into their employment.

13. The Corporation shall promote and use its best endeavours to procure the passing in the next Session of Parliament of a bill with such clauses as may be necessary to carry this agreement into effect and to obtain the dissolution of the Company and the Company shall at the request of the Corporation aid and assist the Corporation in procuring the passing of such bill and so far as the Corporation may reasonably require will by its officers and servants support the bill by evidence or as the circumstances may require.

14. This agreement is subject to the approval of Parliament and to the procuring of the said bill to be passed as an Act of Parliament as before mentioned and is subject to such alterations as Parliament may make therein but in the event of Parliament making any material alteration in this agreement it shall be in the

option of either party by notice in writing given to the other of them before the said bill is read the third time in the second House to cancel the sale and purchase hereby agreed upon and in such event such sale and purchase shall be at an end and this agreement shall have no effect.

15. If the bill to be promoted by the Corporation as aforesaid be not passed by Parliament in the year one thousand nine hundred and nineteen the sale and purchase hereby agreed upon and this agreement shall (subject as hereafter mentioned) be at an end: Provided that if the said bill shall be proceeded with in the year one thousand nine hundred and nineteen and carried forward by Parliament to the next succeeding session the said sale and purchase and this agreement shall not come to an end unless the said bill be not passed by Parliament in the year one thousand nine hundred and twenty.

16. If any question difference or dispute shall arise with reference to this agreement or the construction thereof or as to anything herein contained or as to the rights liabilities or duties of either the Company or the Corporation hereunder the same shall be referred to a sole arbitrator to be agreed upon between them or in default of such agreement to be appointed on the request of either party by the Local Government Board and the award of such arbitrator shall be final and binding on the parties and any such reference shall be deemed to be an arbitration within the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force the provisions whereof shall apply so far as applicable.

IN WITNESS whereof the respective common seals of the parties have been hereunto affixed the day and year first before written.

THE SCHEDULE BEFORE REFERRED TO.

1. ALL that piece of land situate in Longwood in Huddersfield in the County of York containing an area of one acre one rood and thirty perches (more or less) and bounded on or towards the north by an occupation road leading from Cliffe End Mills to Longwood Station on or towards the west by property belonging to Hirst and Mallinson Limited on or towards the south and south-west by a public highway called Dale Street leading from Longwood to Milnsbridge and on or towards the south and south-east by another highway leading from Milnsbridge to Huddersfield. Together with the gasworks offices and buildings erected thereon held on lease from Sir Joseph Radcliffe for nine hundred and ninety-nine years from the first day of November one thousand eight hundred and fifty-nine at the yearly rent of Thirty-seven pounds.

Also a right of way over the said occupation road granted for the said term of nine hundred and ninety-nine years by an indenture dated the twenty-fourth day of April one thousand eight hundred and seventy-eight and made between Sir Joseph Percival Pickford Radcliffe of the first part William Edwards Hirst

Benjamin Hanson Henry Hanson and Benjamin Byram Hanson of the second part and the Longwood Gas Company of the third part.

ALSO a right to make and use an underground passage under part of the said occupation road granted and demised for the residue of the said term of nine hundred and ninety-nine years at the yearly rent of one shilling by an indenture dated the twenty-first day of June one thousand nine hundred and six and made between Sir Joseph Percival Pickford Radcliffe of the first part Stead Hirst and Alexander Mallinson of the second part and the Longwood Gas Company of the third part.

2. ALL THAT piece of ground situate in the township of Golcar in the parish of Huddersfield aforesaid bounded on the north-east by Dale Street on the south by Royd Street and on the north-west by Dale Street Mills and containing an area of two roods seventeen perches (more or less) AND all that piece of ground situate in the township of Golcar aforesaid and lying to the south-east of the piece of ground last described and bounded on the north and north-east by Dale Street on the south by the Milnsbridge Viaduct of the London & North Western Railway and on the west by a street called Crow Lane (formerly known as Viaduct Street) containing an area of three acres and thirty-six perches (more or less) with the several dwelling houses gasworks and other buildings erected thereon held on lease for a term of nine hundred and ninety-nine years from the twenty-fifth day of December one thousand eight hundred and sixty-six at an apportioned yearly ground rent of sixty pounds.

3. All that piece of ground situate at or near to Mill Row (otherwise Miln Row) in Golcar aforesaid containing an area of two acres and sixteen perches (more or less) bounded on the north by the said Viaduct belonging to the London & North Western Railway Company on the south in part by the centre of a road or street called Savile Street and in other part by property of C. & J. Hirst & Sons Limited on the east by property of C. & J. Hirst & Sons Limited and on the west by Crow Lane together with the gasworks and buildings thereon erected held on lease for nine hundred and ninety-nine years from the twenty-fifth day of December one thousand eight hundred and seventy-four at an apportioned yearly ground rent of sixty-six pounds twelve shillings and threepence subject as to the parts following of the said last mentioned piece of ground to the following under-leases which have been granted thereof namely:—

- (a) Five hundred and eighty five square yards situate on the south side of Crow Lane (formerly Viaduct Street) is sub-leased to John Firth and William John Firth for a term of nine hundred and ninety nine years (less one day) from the twenty fifth day of December one thousand eight hundred and seventy-four at a yearly rent of seven pounds six shillings and three pence.
- (b) Seven hundred and twenty nine square yards situate on the east side of Crow Lane is sub-leased to George Haigh for a term of nine hundred and ninety-nine years (less one day) from the twenty fifth day of December

one thousand eight hundred and seventy-four at a yearly rent of seven pounds eleven shillings and ten pence ;

(c) Six hundred and ninety-nine square yards on the north side of Savile Street is sub-leased to George Haigh for a term of nine hundred and ninety-nine years (less one day) from the twenty-fifth day of December one thousand eight hundred and seventy-four at a yearly rent of eight pounds fourteen shillings and nine pence ; and

(d) Six hundred and fifty-five square yards on the north side of Savile Street is sub-leased to Buckley Hanson Joe Hanson and Robert Hanson for a term of nine hundred and ninety-nine years (less one day) from the twenty-fifth day of December one thousand eight hundred and seventy-four at a yearly rent of eight pounds three shillings and nine pence.

4. ALL THAT plot of land situate in Manchester Road and Morley Lane Milnsbridge in Linthwaite in the parish of Almondbury in the said county of York containing an area of four hundred and thirty-two square yards (more or less) bounded on the east by land now or late of George Herbert Metrick on the south-west by the Manchester Road on the north-west in part by property now or late of Sir Joseph Edward Radcliffe and in remaining part by Morley Lane with the dwelling-house erected thereon in the occupation of Mr. J. H. Brearley the secretary of the Company held on sub-lease for a term of nine hundred and seventy-four years from the thirtieth day of September one thousand eight hundred and ninety-nine at a yearly rent of four pounds and five pence.

5. ALL THAT plot of land situate in Market Street Milnsbridge in Golcar aforesaid containing an area of three hundred and five square yards (more or less) bounded on the east by Market Street on the south by property now or late of John Beaumont on the west by Lipscomb Street and on the north by property now or late of David Whitwam with the shop or dwelling-house thereon erected and occupied by the Company as showroom and for stores held on sub-lease for nine hundred and ninety-nine years (less one day) from the twenty-fifth day of December one thousand eight hundred and seventy-four at a yearly rent of seven pounds twelve shillings and sixpence.

6. THE interior of arches numbered three to sixteen inclusive under the London & North Western Railway Company's viaduct in Golcar aforesaid between Crow Lane and Market Street with two strips of land at the north and south sides of the said arches respectively held on lease from the London & North Western Railway Company for fourteen years from the first day of November one thousand nine hundred and fifteen at a yearly rent of forty-five pounds.

THE lands before mentioned are subject to the reservations covenants and conditions contained in the several leases thereof and as to parts thereof are subject to the reservations covenants and conditions contained in the assignment thereof to the Company.

7. ALL THAT plot of land with the gas holder thereon erected situate in Bridge Street Slaithwaite in the said county of York containing an area of one thousand one hundred and thirty-five square yards (more or less) bounded on the east by property of the Slaithwaite Spinning Company Limited on the south by Bridge Street and on the west and north by property of the Globe Worsted Company Limited.

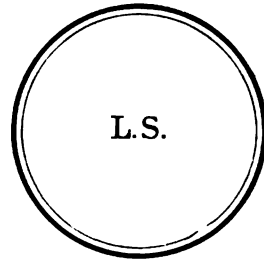
8. ALL THAT plot of land situate in Bridge Street Slaithwaite aforesaid with the gas holder and buildings thereon erected containing an area of one thousand eight hundred and seven square yards (more or less) and bounded on the east and north by Bridge Street and on all other sides by property of Messrs. Pogson & Company.

The two plots of land last described are subject to certain reservations contained in the conveyances thereof and to a covenant contained in one of them.

The Common Seal of the Longwood and Slaithwaite  
Gas Company was hereunto affixed in the  
presence of

WM. CROWTHER, *Chairman.*

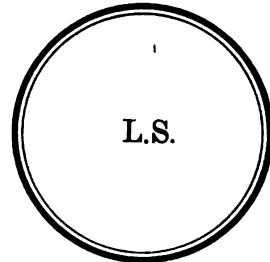
JNO. HY. BREARLEY, *Secretary.*



The Common Seal of the Mayor Aldermen and  
Burgesses of the borough of Huddersfield  
was hereunto affixed in the presence of

CARMI SMITH, *Mayor.*

J. HENRY FIELD, *Town Clerk.*



Sec. 4.

## THE THIRD SCHEDULE.

## AGREEMENT WITH KIRKHEATON COMPANY.

AN AGREEMENT made the sixteenth day of December One thousand nine hundred and eighteen BETWEEN THE KIRKHEATON DALTON AND LEPTON GAS COMPANY (hereinafter called "the Company") of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF HUDDERSFIELD (hereinafter called "the Corporation") of the other part :

WHEREAS the Company was incorporated by and is now regulated by the Kirkheaton Dalton and Lepton Gas Act 1887 and the Acts incorporated therewith and the capital of the Company consists of six thousand pounds capital stock and its present liabilities amount to one thousand four hundred and twenty-four pounds :

NOW IT IS HEREBY PROVISIONALLY AGREED by and between the parties hereto as follows :—

1. The Company shall sell and the Corporation shall purchase at the price of six thousand six hundred pounds all and singular the lands (including the lands described in the schedule hereto) buildings chattels effects real and personal property assets rights powers privileges liberties and authorities and all other the undertaking of the Company as existing on the first July nineteen hundred and nineteen with the exception of the accounts then owing to the Company freed and discharged from and sufficiently indemnified by the Company against all debts and liabilities of the Company of every description including all liability to the holders of the said capital stock but excepting the liability of the Company as from the first July nineteen hundred and nineteen to supply gas and lanterns in the urban district of Lepton under agreements between the Company and the Lepton Urban District Council dated respectively the eleventh July nineteen hundred and twelve the eighteenth December nineteen hundred and thirteen and the thirty-first December nineteen hundred and fifteen and excepting the liability of the Company as from the first July nineteen hundred and nineteen under a contract dated October fourth nineteen hundred and eighteen between the Company and George Mallinson and Sons Kirkheaton for the sale by the Company to the said George Mallinson & Sons of all the tar and ammoniacal liquor which may be produced at the Company's works during the two years ending December thirty-first nineteen hundred and twenty and the Corporation will indemnify the Company against all liability under such agreements and contract as from the day of transfer hereinafter referred to and the Corporation shall be entitled to the benefit of such agreements and contract as from that date.

2. The said purchase price shall be paid by the Corporation on the next quarter day which shall follow the expiration of thirty days after the date when the bill hereinafter mentioned shall have received the Royal Assent and the date



so fixed is herein referred to as the day of transfer: Provided that if the sanction of any Government authority shall be required for the raising by the Corporation of a loan for the payment of such price such price shall not be payable until the expiration of three calendar months from the date on which such sanction is obtained but the Corporation shall nevertheless be entitled to possession of the undertaking and the same shall be transferred to them on the day of transfer. If the purchase price shall not be paid on the day of transfer the Corporation shall as from that day until payment of the purchase price pay interest on the said sum of six thousand six hundred pounds at the rate of £5 per cent. per annum and such interest shall be paid half-yearly on the thirtieth day of June and the thirty-first day of December in every year.

3. If the said sale and purchase hereby agreed upon shall take effect the same shall so take effect as and from the first day of July nineteen hundred and nineteen up to which date the Company shall discharge and sufficiently indemnify the Corporation against all its debts and liabilities of every description save as aforesaid including all liability to the holders of the said capital stock and shall be entitled to receive and retain all accounts then owing to the Company. As from that date up to the day of transfer the business and undertaking of the Company shall be managed and carried on by the Company in the ordinary course of business for and on behalf of the Corporation and accordingly all moneys received and paid by the Company on or after the said first day of July nineteen hundred and nineteen shall (subject as herein provided) be deemed to be received and paid for and on account of the Corporation and the Corporation shall pay and discharge and indemnify the Company against all expenses liabilities and engagements of the Company incurred or entered into by the Company for the purposes of or in the course of so carrying on the said business and undertaking on or after the said first day of July nineteen hundred and nineteen.

4. All compensation (if any) due for loss of office to any director official servant or other employee of the Company on or consequent on the transfer of their undertaking to the Corporation shall be paid by the Company and the Corporation shall be free from all liability therefor.

5. As and from the date hereof the Company shall not without the consent of the Corporation make any capital outlay and for the period from that date until the day of transfer the management of the undertaking (including the making of contracts for the purchase of coal and other materials and things) shall be carried on by the Company subject to such directions as may from time to time be given by the Corporation having regard to their interest under this agreement but no alteration shall be made in the present price of gas. As and from the first July nineteen hundred and nineteen the Company shall not make any payment to any director or to the manager secretary engineer or other officer of the Company beyond their present remuneration salary or wages and shall not declare or pay any dividend. As and from the date hereof the Corporation gas engineer and any other officer of the Corporation nominated by them for the purpose shall have access at all reason-

able times to the works offices and books of the Company who shall give to him or them such information and assistance as regards the affairs of the Company from time to time as may be reasonably required.

6. The Company shall on the day of transfer give possession to the Corporation of all the premises hereby agreed to be sold together with all the deeds books and documents of the Company but until its winding up has been completed the Company shall have access to such books as contain the records of the proceedings of the directors and stockholders of the Company or affect or relate only to the stockholders.

7. The Corporation shall pay for the stamping of these presents and shall also pay to the Company on the day of transfer all its reasonable costs and expenses of or for the preparation and completion of these presents according to Schedule II of the General Order under the Solicitors' Remuneration Act 1881 and its reasonable costs and expenses in supporting the promotion of the said bill as mentioned in Clause 8 of these presents.

8. The Corporation shall promote and use its best endeavours to procure the passing in the next session of Parliament of a bill with such clauses as may be necessary to carry this agreement into effect and to obtain the dissolution of the Company and the Company shall at the request of the Corporation aid and assist the Corporation in procuring the passing of such bill and so far as the Corporation may reasonably require will by its officers and servants support the bill by evidence or as the circumstances may require.

9. This agreement is subject to the approval of Parliament and to the procuring of the said bill to be passed as an Act of Parliament as before mentioned and is subject to such alterations as Parliament may make therein but in the event of Parliament making any material alteration in this agreement it shall be in the option of either party by notice in writing given to the other of them before the said bill is read the third time in the second House to cancel the sale and purchase hereby agreed upon and in such event such sale and purchase shall be at an end and this agreement shall have no effect.

10. If the bill to be promoted by the Corporation as aforesaid be not passed by Parliament in the year nineteen hundred and nineteen it shall (subject as after mentioned) be in the option of either party by notice in writing given to the other of them to cancel the sale and purchase hereby agreed upon and upon the service of such notice the sale and purchase hereby agreed upon and this agreement shall be at an end and have no effect: Provided that if the said bill shall be proceeded with in the year nineteen hundred and nineteen and carried forward by Parliament to the next succeeding session such notice as aforesaid shall not be given during such session unless the bill shall be withdrawn or refused by either House.

11. If any question difference or dispute shall arise with reference to this agreement or the construction thereof or as to anything herein contained or as to the rights liabilities or duties of either the Company or the Corporation hereunder

the same shall be referred to a sole arbitrator to be agreed upon between them or in default of such agreement to be appointed on the request of either party by the Local Government Board and the award of such arbitrator shall be final and binding on the parties and any such reference shall be deemed to be an arbitration within the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force the provisions whereof shall apply so far as applicable.

IN WITNESS whereof the respective common seals of the parties have been hereunto affixed the day and year first before written.

THE SCHEDULE BEFORE REFERRED TO.

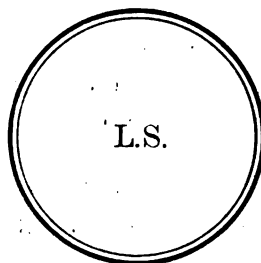
ALL THAT plot of land situate in the township of Dalton in the parish of Kirkheaton in the said county of York containing by admeasurement 4204 square yards or thereabouts bounded on the north-east by Crossley Lane on the south-east by land now or late of Richard Hugh Cholmondeley on the north-west by land now or late of Frederick Learoyd and on the south-west by the centre of the Kirk Ings Beck which said plot of land is delineated in the plan drawn on an indenture of lease dated the second day of December eighteen hundred and eighty-six and made between the said R. H. Cholmondeley of the first part Henry Frederick Beaumont of the second part and the Kirkheaton Dalton & Lepton Gas Co. Ltd. of the third part and thereon coloured pink AND ALSO all those gas works gasometers retort and purifying houses and chimney and the dwelling house offices and other buildings now erected on the said plot of land TOGETHER with the rights and subject to the reservations mentioned in the said indenture of lease All which said premises are held for a term of nine hundred and ninety-nine years from the first day of November eighteen hundred and eighty-six at the yearly rent of twenty-two pounds five shillings and sixpence.

The Common Seal of the Kirkheaton Dalton & Lepton Gas Company was hereunto affixed in the presence of

*Chairman of Directors, FRANK ROEBUCK.*

*Director, JOSEPH ROEBUCK.*

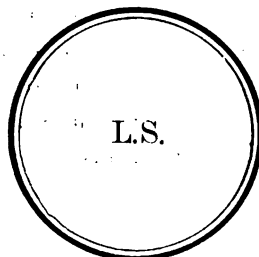
*Secretary, A. L. TYAS.*



The Common Seal of the Mayor Aldermen and Burgesses of the Borough of Huddersfield was hereunto affixed in the presence of

*J. HENRY FIELD,*

*Town Clerk.*



## THE FOURTH SCHEDULE.

Secs. 1, 10 &amp; 14.

## ENACTMENTS SAVED FROM REPEAL.

## THE LONGWOOD GAS ACT 1875.

For protection  
of the London  
and North  
Western  
Railway  
Company.

47. In laying down any mains and pipes or in executing any works under the powers conferred by this Act across or in any way affecting any railway or canal belonging to or worked by the London and North Western Railway Company or any of the bridges or works thereof or any lands or property belonging to or occupied by that company the same shall be done under the superintendence and to the reasonable satisfaction of the engineer of that company and according to plans to be submitted to and reasonably approved by him before any such works are commenced and such works shall be executed by and at the expense of the Company and so as not to cause any injury to any such railway canal bridges works lands or property or interruption to the passage or conduct of traffic over any such railway or at any station thereof or over any such canal and if any injury shall arise to any such railway canal or bridges works lands or property or interruption to such traffic the Company shall make satisfaction to that company in respect of such injury or interruption.

## THE SCHEDULE TO THE FOREGOING ACT.

## 1. THE EXISTING GAS LAND OF THE COMPANY.

All that piece or parcel of land in the several townships of Longwood and Golcar in the parish of Huddersfield in the west riding of the county of York containing in the whole one acre one rood and thirty perches or thereabouts and bounded as follows: that is to say on or towards the north by an occupation road leading from Cliffe End Mills to Longwood Station on or towards the west by tenements now or late in lease to Messrs. Brook & Crossland on or towards the south and south-west by a public highway called Dale Street leading from Longwood to Milnsbridge and on or towards the south and south-east by another highway leading from Milnsbridge to Huddersfield.

## 2. THE NEW GAS LAND.

All that piece or parcel of land situate at or near to Milnsbridge in the several townships of Longwood and Golcar in the parish of Huddersfield in the west riding of the county of York now belonging to or reputed to belong to Henry Savile and now or late in the occupation of Benjamin Hanson William Edwards Hirst Henry Hanson and Benjamin Byram Hanson and containing three acres

one rood and thirty-three perches or thereabouts and bounded on or towards the north and east by the said public highway called Dale Street leading from Longwood to Milnsbridge on or towards the west by an occupation road leading from Mill Row in Golcar in a north-westerly direction and on or towards the south by the viaducts of the London and North Western Railway Company (Huddersfield and Manchester section).

THE SLAITHWAITE GAS ACT 1876.

53. In laying down any mains and pipes or in executing any works under the powers conferred by this Act across or in any way affecting any railway or canal belonging wholly or partly to or worked by the London and North Western Railway Company or any of the bridges or works thereof or any lands or property belonging wholly or partly to or occupied by that company the same shall be done under the superintendence and to the reasonable satisfaction of the engineer of that company and according to plans to be submitted to and reasonably approved by him before any such works are commenced and such works shall be executed by and at the expense of the Company and so as not to cause any injury to any such railway canal bridges works lands or property or interruption to the passage or conduct of traffic over any such railway or at any station thereof or over any such canal and if any injury shall arise to any such railway canal or bridges works lands or property or interruption to such traffic the Company shall make satisfaction to that company in respect of such injury or interruption.

For protection of the London and North Western Railway Company.

THE SCHEDULE TO THE FOREGOING ACT.

THE EXISTING GAS LANDS.

All that piece of land situate in the township of Slaithwaite and parish of Huddersfield in the West Riding of the county of York containing in the whole three thousand seven hundred and ninety-nine square yards or thereabouts and bounded on the south side thereof by the street or road leading from Bridge Street to the Waterside Mill and the Slaithwaite Baths on the north side thereof by the Huddersfield and Manchester Canal on the east side thereof by the land hereinafter described and recently purchased by the Limited Company and on the west side thereof by fields the property or reputed property of the Earl of Dartmouth now or lately occupied by James Vardey.

THE RECENTLY PURCHASED GAS LANDS.

All that piece of land situate in the said township of Slaithwaite and parish of Huddersfield in the West Riding of the county of York containing in the whole one thousand six hundred and ninety-five square yards or thereabouts and bounded on the south side thereof by the said street or road leading from Bridge Street to

the Waterside Mill and the Slaithwaite Baths on the north side thereof by the said canal on the east side thereof by land belonging or reputed to belong to the said Earl of Dartmouth and on the west side thereof by the existing gas lands hereinbefore described.

THE LONGWOOD GAS ACT 1902.

THE SCHEDULE.

PART I.

Lands containing two acres and sixteen perches or thereabouts in the township of Golcar in the parish of Huddersfield and West Riding of the county of York on which the existing gasworks of the Colne Vale Gas Drysaltery and Manufacturing Company Limited stand adjoining and on the southern side of the railway of the London and North Western Railway Company and lying between that railway and Saville Street Longwood and bounded on the west by Crow Lane and on the east by other property of the said limited company.

PART II.

Certain lands containing two roods and seventeen perches or thereabouts in the said township of Golcar bounded on the east by Dale Street on the south and south-west by Royd Street and on the north-west by the property known as Dale Street Mills.

THE KIRKHEATON DALTON AND LEPTON GAS ACT 1887.

For the protection of the London and North Western and Lancashire and Yorkshire Railway Companies

7. In laying down or executing or in affecting the repairs or renewals of any mains pipes or other works of the Company upon across over under or in any way affecting the railways works lands or property now or hereafter belonging to or used by the London and North Western Railway Company or the Lancashire and Yorkshire Railway Company (in this section referred to as "the railway companies") either separately or jointly or the bridges approaches viaducts stations or other works of the railway companies or either of them the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer or one of the principal engineers for the time being of the railway companies or railway company as the case may be and only according to such plans and in such manner as shall be previously submitted to and reasonably approved by such engineer and by and at the expense in all things of the Company who also shall restore and make good the roads over any bridges and approaches which the railway companies or either of them are or may be liable to maintain and which may be disturbed or interfered with by or owing to any works or operations of the Company and all such works and operations and all matters incidental thereto shall be constructed executed and done so as not to cause any injury to such railways bridges approaches viaducts stations works lands or property or any interruption to the passage or conduct of traffic over such railways or any station thereon and if

any such injury or interruption shall arise from or be in any way owing to any of the works operations matters and things aforesaid or the bursting leakage or failure of any mains pipe or culvert in under or near to any bridge or level crossing the Company shall make compensation to the railway companies or railway company in respect thereof the amount of such compensation together with full costs to be recovered by the railway companies or railway company from the Company by all and the same means as any simple contract debt of like amount is recoverable. In case of any difference arising between the Company and such engineer as to any plans or the mode of executing any works such difference shall be settled by an engineer to be appointed by the Board of Trade on the application of either party.

THE SCHEDULE REFERRED TO IN THE FOREGOING ACT.

(a) A plot of land now in the occupation of the limited company containing two thousand four hundred and twenty superficial square yards or thereabouts situate in the said township of Dalton and bounded on the north-west north and north-east sides thereof by land belonging or reputed to belong to Mr. Frederick Learoyd on or towards the south-east side thereof by the land hereinafter described (b) and on or towards the south-west side thereof by Kirk Ings Beck (otherwise Lepton Dike) and also a plot of land in the occupation of the limited company situate in the said township of Dalton and adjoining the said plot of land above described at the east corner thereof and also adjoining Crossley Lane leading from Huddersfield to Kirkheaton aforesaid on the south west side thereof containing by admeasurement three hundred superficial square yards or thereabouts and bounded on or towards the north-east by Crossley Lane aforesaid on or towards the north-west by land belonging or reputed to belong to the said Mr. Frederick Learoyd and on or towards the south-east by the land hereinafter described (b).

(b) A plot of land situate on the south-east of and immediately adjoining the lands (a) above described bounded on the north-west by the lands (a) above described on the south by Kirk Ings Beck aforesaid and on the north-east by land belonging or reputed to belong to Henry Frederick Beaumont Esq. and containing by admeasurement one thousand four hundred and eighty-four superficial square yards or thereabouts.