

These are the notes referred to on the following official copy

Title Number LA536157

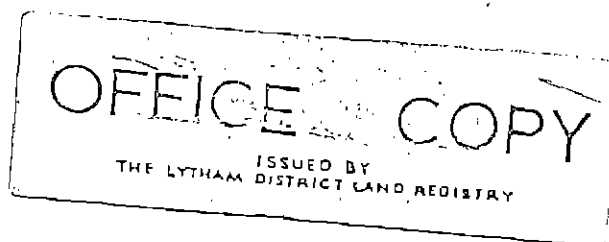
The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



*Drawn
14/6/38*



An Agreement made the tenth day of June —

BETWEEN Fred Whalley of Pottery Farm Eccleshill near
Darwen in the County of Lancaster Farmer (hereinafter called "the
Grantor," which expression where the context so admits shall include the owner for the
time being of the land hereinafter mentioned) of the one part and THE MAYOR, ALDER-
MEN AND BURGESSES OF THE BOROUGH OF DARWEN (hereinafter called "the
Authority") by CHARLES COUTTS BYERS their Town Clerk of the other part WHEREBY IT
IS AGREED as follows—

1. The Grantor hereby gives consent—

(a) To the execution by the Authority of the works described in the Schedule
hereto (hereinafter called "the works") across the land owned by the
Grantor at Pottery Farm Eccleshill near Darwen
in the County of Lancaster
and shown in red and green on the attached plan;

(b) To the maintenance, repair, renewal and inspection of the works; and

(c) To the entry on the said land at all reasonable times by the Authority or their
Officers or Agents for any of the said purposes.

2. All works executed under these presents shall be executed by the Authority at
reasonable times and with all reasonable despatch and to the reasonable satisfaction of the
Grantor.

3. The Authority shall during the continuance of this Agreement maintain and keep
the works in good repair.

4. The Authority shall not in the execution of the works or in their maintenance,
repair, renewal, or inspection cause any unnecessary damage or injury to or impede the free
and uninterrupted user of the Grantor's land, buildings and property.

5. The Authority shall make good to the reasonable satisfaction of the Grantor any
damage to the said land or any buildings, crops, or property of the Grantor (or his tenants
or occupiers) caused by the execution of the works, or by their maintenance, repair,
renewal or inspection.

6. The Authority shall at all times keep the Grantor and his tenants or occupiers
indemnified against all damages and expenses which he or they may suffer or incur by
reason or on account of the improper or insufficient execution, maintenance or user of the
works.



SEQ62

1. LA536157

Photo
copy

7. The Authority shall during the continuance of this Agreement pay to the Grantor in respect of the Consent hereby given, the sum of Five shillings per annum for each pole or "leg," and ~~per annum for every 100 yards of trench in which mains are laid underground~~ on the thirty-first day of December in every year, the first of such payments to be a proportionate part of the annual sum apportioned as from the commencement of this Agreement to the thirty-first day of December then next following, and to become due on the said thirty-first day of December.

8. Should the Grantor at any time during the continuance of this Agreement require the land, or any part thereof, for any purposes necessitating the removal of the said works, the Authority shall at their own expense on the expiration of six calendar months' notice in writing in that behalf given by the Grantor divert the works to another position. Provided always that in the event of such diversion or removal the Grantor shall, so far as may be reasonably practicable, consent to a suitable alternative position.

9. This Agreement shall, subject to the succeeding clauses hereof, remain in force for a period of five years from the date hereof, and thereafter until determined by either party giving to the other party at any time six calendar months' notice in writing of his or their intention in that behalf, and on the Authority ceasing to be entitled to maintain the works in or over the land of the Grantor, the Authority may, and (if so required by the Grantor) shall with reasonable despatch remove the works and make good any damage caused by such removal, and in default of compliance by the Authority the Grantor shall be at liberty to do the work at the cost of the Authority, who shall pay such cost to the Grantor on demand.

10. If there shall during the said period of five years mentioned in the preceding paragraph be any material breach or non-observance on the part of the Authority of any of the provisions hereinbefore contained the Grantor shall notify the Authority thereof, and should the Authority fail to comply with the said provisions within a reasonable time, then the Grantor may determine this Agreement on giving to the Authority six calendar months' notice in writing of his intention in that behalf.

11. Any dispute or difference arising under this Agreement shall be referred to and determined by an Arbitrator to be appointed on the application of either party by the Minister of Transport, and subject as aforesaid, the provisions of the Arbitration Act, 1889, shall apply to any such reference.

12. The Authority shall have power to assign this Agreement to any Authorised Undertaker to whom they may be authorised to transfer their Undertaking, or any part thereof.

THE SCHEDULE HEREINBEFORE REFERRED TO.

The erection of Transmission Line and three ^{and two brackets} poles, (with any necessary stays and appliances) in the positions indicated (by red and green) on the attached plan.

SIGNED
in the presence of

Name J.

Address

Occupation

SIGNED
in the presence of

Name ...

Address

Occupation

2. LA536157

The laying of (~~.....~~ yards of trenches containing) underground electric cables
(with the necessary appliances) in the positions indicated on the attached plan (and
section).

Such erection or laying to be subject to such reasonable modifications as may be found
necessary or desirable in the course of construction or at any future date.

AS WITNESS the hands of the Grantor and of the said CHARLES COUTTS BYERS on
behalf of the Authority the day and year first before written.

SIGNED by the said *Fred Whalley*
in the presence of

Name *Jack Lambright*
Address *Ly-hwa, J
Situation Rd. Darwin*
Occupation *Assistant Main Engineer*

Fred Whalley

SIGNED by the said CHARLES COUTTS BYERS
in the presence of

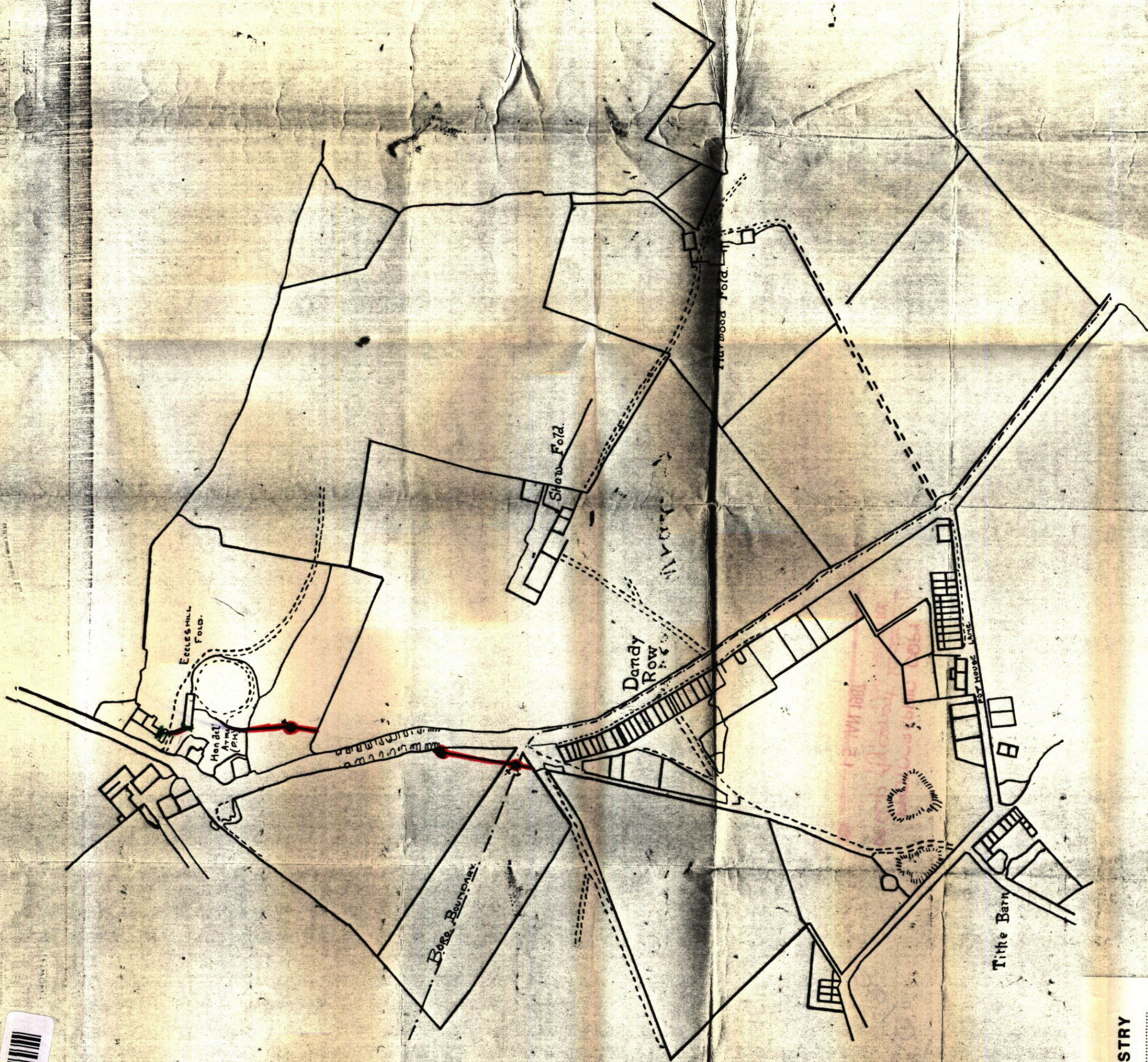
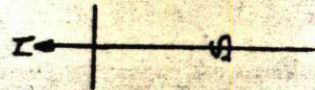
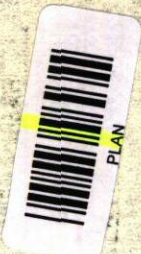
Name *Thomas W. Miles*
Address *Town Clerk's Office*
Occupation *Darwin*

C. Byers

3. LA536157

DARWEN CORPORATION ELECTRICITY DEPARTMENT

W57



H137
HM LAND REGISTRY

Title No:
COPY (liable to distortion in scale)
of plan to
dated

6/80

ORDNANCE SURVEY Nos:- LXXI2; LXXI9.

PROPOSED OVERHEAD LINE SHOWN:-

PROPOSED STAYS SHOWN:-

PROPOSED HALL-BRACKETS SHOWN:-

X Fred Whalley

X C. C. Byrne

F.M. FLETCHER, AMICE.

BORO ELECTRICAL ENGINEER

OCTOBER, 1931.

SCALE:- 2500.