CHAPTER clxxxvi.

An Act to incorporate the Garw Water Company to enable them to acquire the Water Undertaking of the Garw Water and Light Company Limited in the County of Glamorgan and to construct Waterworks and for other purposes. [26th August 1889.]

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WHEREAS it is expedient to increase and improve the supply of water to the parishes and parts of parishes comprised within the limits prescribed by this Act and for that purpose to maintain the existing works and to make and maintain the other works herein-after described or referred to:

And whereas the persons herein-after named with others are willing to provide such increased and improved supply and to make and maintain the said works and execute the other purposes of this Act and it is expedient that they be incorporated into a company for those purposes:

And whereas it is expedient that the Company incorporated by this Act should purchase the water undertaking of the Garw Water and Light Company Limited and that the said limited company should sell and transfer the same to them upon the terms herein-after contained in that behalf and that the Company incorporated by this Act should thenceforth be authorised to supply water within the limits prescribed by this Act:

And whereas it is expedient that the agreement set forth in the Second Schedule to this Act should be confirmed:

And whereas plans and sections showing the lines and levels of certain works authorised by this Act and also a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Glamorgan and are herein-after respectively referred to as the deposited plans sections and book of reference:

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

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

Short title.

1. This Act may be cited as the Garw Water Act 1889.

Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (cancellation and surrender of shares) and Part III. (debenture stock) of the Companies Clauses Act 1863 the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 and the Waterworks Clauses Act 1847 with the exception of the words in the forty-fourth section thereof "with the consent in writing of the "owner or reputed owner of any such house or of the agent of such "owner" and the Waterworks Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction:

The expression "the Company" shall mean the Company incorporated by this Act the expression "the limited company" shall mean the Garw Water and Light Company Limited the expression "the local board" shall mean the Ogmore and Garw Local Board the expressions "the waterworks" and "the undertaking" shall mean and include the waterworks land and other property by this Act authorised to be transferred to the Company and the waterworks and works connected therewith by this Act authorised to be made and maintained by the Company and any improvement of the said waterworks respectively which may from time to time be made under the powers of this Act and the lands buildings estate rights title property powers privileges and effects of the Company and the undertaking of the Company and every part thereof respectively:

The expression "superior courts" or "court of competent jurisdiction" or any like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression

is used were a common simple contract debt and not a debt or demand created by statute. A.D. 1889.

Limits of Act.

4. The limits of this Act for the supply of water by the Company (herein-after called "the limits of this Act") shall be the parishes of Bettws and Saint Bride's Minor so much of the parish of Newcastle as lies beyond three miles measured in a straight line on a horizontal plane from Bridgend Town Hall and so much of the parishes of Llangeinor and Llandyfodwg respectively in the same county as are outside the area or district of the Ogmore Gas and Water Company Limited that is to say the area or district comprised within a boundary line commencing on the north at Twyn-Crug-yr-Afan thence proceeding south-westward along the boundary between the parishes of Glyn-corwg and Llangeinor and along the boundary between the parishes of Llangynwyd and Llangeinor to the road called "Heol Llangeinor" thence southward along that road to a point opposite Carn Llwyd thence south-eastward and southward along the ridge of hills dividing Cwm-nant-y-ci from Cwm Cyffog and Cwm Ogwr-fawr to Pentrebeilli farmhouse thence south-westward in a straight line to Pant-y-Nawel farmhouse thence southward along the accommodation road from Pant-y-Nawel farmhouse to the point where that road joins the parish road leading from Brynywrach Common and from Tynewydd and thence along the parish road leading to Pont-y-Frithwaun thence in a straight line eastward to Dolan-Ifan-ddu farmhouse thence northward and north-eastward along the ridge of hills called Mynydd-y-Gwair and Mynydd-yr-Aber to the boundary between the parishes of Ystrad-y-fodwg and Llandyfodwg and thence northward and north-westward along that boundary to the aforesaid point of commencement at Twyn-Crug-yr-Afan which area or district so excluded from the limits of this Act is coloured pink with a pink edging on a map signed by Abel Smith the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred in its progress through Parliament and which map shall be kept in the custody of the Company copies of which map signed as aforesaid have been deposited in the Private Bill Office of the House of Commons in the office of the clerk of the peace for the county of Glamorgan and with the secretary of the Ogmore Gas and Water Company Limited Provided always that if in any parish or part of a parish the Company shall not have made adequate provision for the supply of water for domestic purposes therein or in any part thereof within seven years after the passing of this Act the restriction on the construction of waterworks by a local authority imposed by section fifty-two of the Public Health Act 1875 shall not in respect of the Company apply to or be binding on the local

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authority (as defined by that Act) of that parish so far as relates to that parish or part thereof as the case may be.

Incorporation of Company.

5. Charles Liddell Waugh Hugh Bevan Edward Skyrme John Walters and Edward Lawrence and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and they are hereby united into a company for the purposes herein-after mentioned and shall be and are hereby incorporated by the name of "the Garw Water Company" and by that name shall be a body corporate with perpetual succession and a common seal with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

General purposes of Company.

6. The Company shall be established for the purpose of supplying water for domestic manufacturing and other purposes within the limits of this Act and of carrying on the business of a water company and otherwise for carrying the purposes of this Act into execution.

Capital.

7. The capital of the Company shall be fifty thousand pounds in five thousand shares of ten pounds each.

Shares not to be issued until one fifth paid up.

8. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call and one month at least shall be the interval between successive calls.

Receipts in case of incapacitated persons.

10. If any money be payable to any shareholder mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company for the same.

Power to borrow.

11. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole twelve thousand five hundred pounds at the time or times after-mentioned (that is to say) When ten thousand pounds of the capital shall have been issued and accepted and one half thereof shall have been paid up and certified as herein-after mentioned a sum not exceeding two thousand five hundred pounds and a sum not exceeding one thousand two hundred and fifty pounds when and as each additional five thousand pounds of share capital shall have been issued and accepted and one half thereof shall have been paid up and certified as herein-after mentioned but no money shall be borrowed on

mortgage under this Act until the capital thereby authorised is issued and accepted to the extent necessary to authorise such borrowing and the respective parts thereof are paid up according to the provisions of this section and until the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that such capital has been so issued and accepted and that such respective parts thereof have been so paid up and that not less than one fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant his certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Appointment of a receiver.

12. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than one thousand pounds.

Debenture stock.

13. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Priority of mortgages and debenture stock.

14. All moneys raised on mortgage or debenture stock by the Company under this Act and the interest due thereon shall have priority against the Company and the property from time to time of the Company over all other claims on account of debts incurred or engagements entered into by the Company after the passing of this Act but this priority shall not affect any claim against the Company in respect of any rentcharge granted by them in pursuance of the Lands Clauses Consolidation Act 1845 or the Lands Clauses

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Consolidation Acts Amendment Act 1860 or in respect of any rent or sum reserved by or payable under any lease granted or made or assigned to the Company by any person which is entitled to rank in priority to or pari passu with the interest or dividends on the mortgages and debenture stock or for land or water rights taken used or occupied by the Company for the purposes of their undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Application of moneys.

15. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to purposes of this Act to which capital is properly applicable.

First ordinary meeting.

16. The first ordinary meeting of the Company shall be held within six months after the passing of this Act and the subsequent ordinary meetings of the Company shall be held in the month of February or in such other month in every subsequent year as the Company by the resolution of an extraordinary general meeting shall from time to time determine.

Quorum for general meetings.

17. The quorum of every general meeting of the Company whether ordinary or extraordinary shall be at least five shareholders present in person or by proxy holding in the aggregate not less than two thousand pounds in the capital of the Company.

Votes of shareholders.

18. At all meetings of the Company every shareholder shall be entitled to one vote in respect of each share held by him.

Extraordinary meetings.

19. The number of shareholders on whose requisition an extraordinary meeting of the Company may be required to be convened shall not be less than five shareholders holding in the aggregate not less than two thousand pounds nominal value in the capital of the Company.

Number of directors.

20. The number of directors shall be seven but the Company may from time to time alter the number provided that the number be not less than three nor more than nine.

Qualification of directors.

21. The qualification of a director shall be the possession in his own right of not less than twenty shares.

Directors not to be disqualified by being commissioners under local Acts &c.

22. No person shall be disqualified as a director by being a commissioner or a trustee under any Act of Parliament or member of any municipal corporation county council local board or sanitary authority within the limits of this Act or mortgagee of rates or justice of the peace for the county within which the works are situate and no shareholder of the Company shall be disqualified as such commissioner trustee or member by reason of any contract between the Company and such commissioners trustees municipal

corporation county council local board or sanitary authority provided always that no such commissioner trustee or member who is a director or shareholder or holder of debenture stock of the Company shall act or vote at any meeting of such commissioners trustees municipal corporation county council local board or sanitary authority on any question or with reference to any matter in which such director shareholder or holder of debenture stock has direct or indirect interest as a shareholder.

Quorum.

23. The quorum of a meeting of directors shall be three.

First directors.

24. Charles Liddell Waugh Hugh Bevan Edward Skyrme John Walters and Edward Lawrence and two other persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act and nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being if they continue qualified eligible for re-election and at the ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of directors.

Auditors need not hold shares in Company.

25. The auditors appointed by the Company need not be shareholders of the Company.

Sale and purchase of water undertaking of Garw Water and Light Company Limited.

26. Within nine months after the passing of this Act the limited company shall sell and the Company shall purchase the water undertaking of the limited company and all the lands waterworks tanks engines pumps weirs mains pipes meters machinery apparatus plant stock effects buildings rights and easements connected therewith and belonging to the limited company for the price or sum of five thousand pounds.

Purchase to be carried out by deed.

27. The purchase and transfer of the water undertaking of the limited company shall be evidenced and carried into effect by a deed under the seal of the limited company which deed shall be duly

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stamped and shall truly state the consideration and may be in the form set forth in the First Schedule to this Act or to the like effect with such variations and additions as circumstances may require and the said purchase shall be completed by the execution of such deed by the limited company and delivery thereof to the Company and the payment of the purchase money and on such completion the water undertaking shall be by virtue of this Act absolutely transferred to and vested in the Company for all the estate and interest of the limited company therein (which transfer and vesting is herein-after referred to as "the transfer") Provided always that the Company shall within three months after the transfer produce to the Commissioners of Inland Revenue such deed duly stamped and in default thereof the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of the transfer to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Receipt for purchase money.

28. The receipt in writing under the hands of the secretary and three of the directors for the time being of the limited company for the purchase money mentioned in such deed of transfer shall effectually discharge the Company from such purchase money and from being answerable or accountable for the loss misapplication or non-application thereof.

After transfer limited company to wind up its affairs.

29. Forthwith after the transfer the limited company shall proceed to wind up its affairs and shall pay satisfy and discharge all its debts liabilities and engagements save so far as the same are transferred to and are to be satisfied and discharged by the Company under the provisions of this Act and for the purposes of this section and of the Companies Act 1862 and Acts amending the same the limited company shall be deemed to have passed a special resolution duly confirmed on the date of the transfer requiring the limited company to be wound up voluntarily.

Contracts of limited company.

30. All contracts existing at the date of the transfer between the limited company and any person for the supply of water or otherwise relating to the water undertaking of the limited company and then in force shall from and after the transfer be as binding and of as full force and effect in every respect against or in favour of the Company (except in respect of any breaches of or penalties forfeitures or damages incurred or arising under any such contract before the date of the transfer) and may accordingly be enforced by or against them in their own name as fully and effectually as if instead of the limited company the Company had been a party thereto and the Company shall as from the date of the transfer

indemnify the limited company from all liability in respect of any such contracts.

Limited company to pay its debts &c.

31. The limited company shall be entitled to all rates rents and other income arising from their water undertaking up to the date of the transfer for their own use and benefit and shall pay and discharge all trade debts and other liabilities and obligations in connection with their water undertaking up to the date of the transfer and shall indemnify the Company therefrom and the Company shall be entitled to all subsequent rates rents and other income and shall bear and be liable for all payments and expenses in connection with the water undertaking transferred to them incurred after that date and for the purposes of this section the said rates rents and income shall (where necessary) be apportioned in respect of time and in every case of such apportionment the Company shall as soon as may be after the transfer or so soon as the same would have become due if the transfer had not been effected receive or recover the whole of such rate rent or other income as the case may be for the period current at the date of the transfer in respect of which such apportionment shall be made and which shall not have been paid in advance and by virtue of this Act shall have all the same powers and remedies for suing recovering and enforcing payment thereof as the limited company would in the same event have had And the Company shall as soon as conveniently may be after the receipt or recovery of the same account to the limited company for so much thereof as shall be apportioned in respect of that part of the said period which shall have elapsed at the date of the transfer after deducting a due proportionate part of their costs charges and expenses incurred in or about the receipt or recovery thereof and the limited company shall in like manner account to the Company for so much of the said rents rates or income for the current period aforesaid as shall be apportioned in respect of that part of the said period as shall elapse after the transfer and the sums so accounted for by the said companies respectively shall be set off the one against the other and the balance thereof shall be paid by the one company to the other company as the case may require.

Powers to maintain existing works and make new works &c.

32. From and after the transfer and subject to the provisions of this Act the Company may maintain the existing works next herein-after described and may make and maintain the other works next herein-after described in the lines and situations and according to the levels shown upon the deposited plans and sections (that is to say):—

1. A weir to be situate partly in the parish of Bettws and partly in the parish of Llangeinor and to be formed on the stream

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known as the Blaengarw stream forming the boundary between those parishes.

2. A line of pipes No. 1 commencing at the weir above described and terminating at the weir next herein-after mentioned.
3. A weir (existing) situate in the parish of Llangeinor on a tributary of the last-mentioned stream.
4. A line of pipes No. 2 (existing) situate in the parish of Llangeinor commencing at the weir lastly herein-before described and terminating in the tank next herein-after mentioned.
5. A tank (existing) situate in the parish of Llangeinor in a field belonging or reputed to belong to Windham Thomas Earl of Dunraven near Blaengarw farmhouse.
6. A line of pipes No. 3 to be situate in the parish of Llangeinor aforesaid commencing in the tank lastly herein-before described and terminating in the public carriage road leading from the village of Blaengarw to Pontycymmer near the bridge carrying the railway from the Ocean (Garw) Colliery over the said road.
7. A weir to be situate in the parish of Llangeinor aforesaid and to be formed on the Nant-gelli-wern.
8. A line of pipes No. 4 to be situate in the parish of Llangeinor commencing at the weir lastly described and terminating in the tank next herein-after mentioned.
9. A tank (existing) situate in the parish of Llangeinor aforesaid near to the junction of the Nant-gelli-wern with the stream proceeding from the spring which rises near Ty-Walter ruin.
10. A weir (existing) situate in the parish of Llangeinor aforesaid on the Nant-gelli-wern.
11. A line of pipes No. 5 to be situate in the parish of Llangeinor commencing at the weir lastly described and terminating by a junction with the line of pipes No. 4.
12. A line of pipes No. 6 to be situate in the parish of Llangeinor commencing at the last-mentioned tank and terminating in the village of Pontycymmer.
13. A tank to be situate in the parishes of Bettws and Llangonoyd or one of them at the spring known as Ffynon Torgweli.
14. A line of pipes No. 7 to be situate in the parishes of Bettws and Llangonoyd or one of them commencing at the tank lastly herein-before described and terminating in the village of Pontycymmer.
15. A tank (existing) situate in the parish of Bettws aforesaid at Ffynon-felus.

16. A line of pipes No. 8 to be situate in the parish of Bettws aforesaid commencing at the tank lastly herein-before described and terminating in the public carriage road leading from Pontyrhil to Abergarw near Ffynon-felus aforesaid.
17. A weir to be wholly situate in the parish of Llangeinor to be formed on Nant-y-ci.
18. A line of pipes No. 10 to be situate in the parish of Llangeinor commencing at the weir lastly described and terminating in the public carriage road leading from Tynewydd to Blackmill.
19. A weir to be situate in the parish of Llandyfodwg and to be formed on Nant Lechydd (otherwise the Dimbath stream).
20. A line of pipes No. 11 to be situate in the parish of Llandyfodwg commencing at the weir lastly described and terminating in the public carriage road at or near Cwm-pant-y-fid.
21. A weir to be situate in the parish of Llandyfodwg on the Ffasg stream.
22. A line of pipes No. 12 to be situate in the parish of Llandyfodwg commencing at the lastly-described weir and terminating by a junction with the line of pipes No. 11.

Together with all necessary and proper weirs tanks culverts tunnels conduits mains pipes standpipes hydrants filter-beds bridges roads approaches sewers drains embankments engines machinery valves meters and other works and conveniences of every and any description ancillary or subsidiary thereto or connected therewith which may be necessary and proper for obtaining using storing filtering conveying and distributing water.

And the Company may subject to the provisions of this Act from time to time alter improve enlarge extend renew or discontinue all or any of the said works and may also from time to time hold use maintain alter improve enlarge extend renew or discontinue all other works of the limited company transferred to them under the provisions of this Act and may enter upon take and use such of the lands delineated upon the said plans and described in the deposited book of reference as may be required for those purposes and may subject to the provisions of this Act abstract take divert appropriate and use the waters of the several streams and springs shown upon the deposited plans as intended to be or which may be intercepted or otherwise taken by the said works including the springs known as Ffynon Torgweli situate in the parishes of Bettws and Llangonoyd or one of them and Ffynon-felus in the parish of Bettws and the stream known as Blaengarw in the parishes of Bettws and Llangeinor or one of them and a tributary of that

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stream in the parish of Llangeinor from which the limited company at present take a supply of water and the streams known as Nant-gelli-wern and Nant-y-ci in the parish of Llangeinor Torgweli in the parishes of Bettws and Llangonoyd or one of them and Nant Lechydd (or Dimbath) and Ffasg in the parish of Llandyfodwg and all springs and streams which may be taken or intercepted by means of the works herein-before described and also all waters found in or under any of the lands acquired by the Company for the purposes of this Act.

Limiting quantity of water to be taken from certain streams and springs.

33.—(1.) It shall not be lawful for the Company to abstract take divert appropriate or use more than one half of the waters from time to time flowing down or from any of the streams or springs which may be intercepted or otherwise taken by such of the several works described in the last preceding section hereof as are indicated therein by the marginal numbers 1 to 16 (both inclusive).

(2.) Before the Company commence to take water from any stream or spring the water of which may be intercepted or taken by the last-mentioned works or any of them they shall erect or place at the point of abstraction a weir or other suitable work so constructed as to permit not less than one half of the water of the said stream or spring at the point of abstraction at all times to flow and pass away down the stream and to prevent the Company from abstracting taking diverting appropriating or using more than one half of the water of the said stream or spring at the said point of abstraction.

(3.) Every such weir or other work as aforesaid shall at all times be open to the examination of the owners and occupiers of the collieries mines mills and works interested in the waters of the said streams and springs respectively.

(4.) The Company shall maintain the said weirs or other works in good condition and repair and if and whenever any of the said weirs or other works shall be out of repair or not in good working order and condition the Company shall forthwith repair and make good the same.

(5.) In case of any act neglect or default of the Company in consequence of which a less quantity than one half of the water of the said streams or springs or any of them shall fail so to flow or pass away down the stream as aforesaid the Company shall for every day on which such failure shall occur forfeit and pay to the owner or occupier of each of the several collieries mines mills and works aforesaid who shall sue for the same in any court of competent jurisdiction within one month after such failure shall have occurred a penalty not exceeding ten pounds.

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For the protection of the Earl of Dunraven.

34. For the protection of the Right Honourable Windham Thomas Earl of Dunraven and Mount-Earl and his successors in estate (herein-after called "the owner") the following provisions shall unless otherwise agreed between the Company and the owner have effect (that is to say):

(1.) Notwithstanding anything in this Act contained the Company shall not without the consent of the owner first obtained in writing use any of the water which they are by this Act empowered to abstract or intercept or otherwise take by means of the works referred to in sub-section (1) of the last preceding section for the supply of mills manufactories collieries steam engines breweries and works (other than the collieries and works to which the Company are by this Act specially bound to afford a supply of water) nor without such consent as aforesaid use such water for any purpose elsewhere than within the parish of Bettws and that part of the parish of Llangeinor which is included within the limits of this Act unless and until a reservoir or reservoirs in the aggregate capable of containing not less than three-and-a-quarter million gallons shall have been constructed and completed by the Company in pursuance of statutory powers obtained by them for impounding the waters of one or more of the streams or springs which may be intercepted or otherwise taken by such of the said several works described in the preceding section of this Act of which the marginal note is "Power to maintain existing works and to make new works &c." as are indicated in that section by the marginal Nos. 1 to 12 both inclusive.

(2.) If the Company abstract or take any water from the springs known as the Nant Lechydd (otherwise Dimbath) and Ffasg springs the provisions of the last preceding section of this Act shall if so required in writing by the owner extend and be applicable to those springs and to the Nant-y-ci spring and to the weirs and other works by means of which the waters of those springs will be taken or intercepted in addition to the springs and streams referred to in that section.

(3.) If by reason of the exercise of the powers by this Act conferred on the Company the quantity of water flowing down the stream called the River Garw shall be so diminished as to become insufficient to furnish the necessary quantity of water required for the purposes of or connected with the winning working and raising (according to the custom of Glamorganshire) of coals and minerals otherwise than by hydraulic power at from or through any collieries or works whether opened

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or worked before or at any time after the passing of this Act belonging to the owner and situate in the Garw Valley the Company shall from time to time and so long as the deficiency shall continue make up such quantity of water in the following manner (that is to say) The Company shall at their own option either deliver into such stream above the point or points at which any such collieries or works may require to take their supply of water therefrom and cause to flow down the same in a regular equal constant and continuous flow an additional quantity of water which when added to the flow of the stream will be sufficient for the aforesaid purposes or lay the necessary pipes to convey and shall deliver through the same at such collieries or works daily free of charge a quantity of water sufficient for such purposes and the owner and the lessees and occupiers of his collieries and works herein-before referred to shall as far as they lawfully can afford the Company all necessary rights powers and facilities for laying and maintaining such pipes through in or upon any lands held leased or occupied by such owner lessees and occupiers respectively.

For the protection of the International Colliery.

35. If by reason of the exercise of the powers by this Act conferred on the Company the quantity of water flowing down the stream called the River Garw shall be so diminished as to become insufficient to furnish the necessary quantity of water required for the purposes of or connected with the winning working and raising (according to the custom of Glamorganshire) of coal and minerals otherwise than by hydraulic power at from or through any collieries or works of the International Steam Coal Company Limited their successors or assigns or other lessees or occupiers for the time being of the minerals under Pwll Carn estate and other properties worked in connexion therewith the pits for which shall be on Pwll Carn the Company shall from time to time and so long as the deficiency shall continue make up such quantity of water in manner following (that is to say) The Company shall at their own option either deliver into such stream above the point or points at which any such collieries or works may require to take their supply of water therefrom and cause to flow down the same in a regular equal constant and continuous flow an additional quantity of water which when added to the flow of the stream will be sufficient for the aforesaid purposes or lay the necessary pipes to convey and shall deliver through the same at such collieries or works daily free of charge a quantity of water sufficient for such purposes and the lessees and occupiers of the collieries and works before referred to shall as far as they lawfully can afford the Company all necessary rights powers

and facilities for laying and maintaining such pipes through in or upon any lands held leased or occupied by such lessees and occupiers respectively.

For the protection of John Blandy Jenkins.

36. If by reason of the exercise of the powers by this Act conferred on the Company the quantity of water flowing down the Nant-y-ci stream shall be so diminished as to become insufficient to furnish the necessary quantity of water required for the purposes of or connected with the winning working and raising (according to the custom of Glamorganshire) of coal and minerals otherwise than by hydraulic power at from or through any collieries or works which now are or may be on the property of John Blandy Jenkins in the Ogmore Valley adjoining that stream or below the junction of that stream with the River Ogmore the Company shall from time to time and so long as the deficiency shall continue make up such quantity of water in manner provided in the last preceding section of this Act and for that purpose the said John Blandy Jenkins and his successors in estate and the lessees and occupiers of the last-mentioned collieries and works shall as far as they lawfully can afford the Company all necessary rights powers and facilities for laying and maintaining pipes through in or upon any lands held leased or occupied by them respectively.

For the protection of North's Navigation Collieries.

37. If by reason of the exercise of the powers by this Act conferred on the Company the quantity of water flowing down the stream called the River Garw shall be so diminished as to become insufficient to furnish the necessary quantity of water required for the purposes of or connected with the winning working and raising (according to the custom of Glamorganshire) of coal and minerals otherwise than by hydraulic power at from or through any collieries or works of North's Navigation Collieries (1889) Limited their successors or assigns or sub-lessees at which collieries or works the said water now is or may be lawfully used the Company shall from time to time and so long as the deficiency shall continue make up such quantity of water in manner prescribed by the preceding section of this Act whereof the marginal note is "For the protection of the International Colliery" and for that purpose the said North's Navigation Collieries (1889) Limited and their successors or assigns and sub-lessees shall as far as they lawfully can afford the Company all necessary rights powers and facilities for laying and maintaining pipes through in or upon any lands held leased or occupied by them respectively and save as by this Act expressly provided nothing in this Act contained shall take away prejudice or diminish any estate right or power vested in or exerciseable by the said North's Navigation Collieries (1889) Limited their successors or assigns or any of their sub-lessees.

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For the protection of Braich-y-Cymmer Collieries.

38. If by reason of the exercise of the powers by this Act conferred on the Company the quantity of water flowing down the streams called the River Garw and the Garw Fechan or either of them shall be so diminished as to become insufficient to furnish the necessary quantity of water required for the purposes of or connected with the winning working and raising (according to the custom of Glamorganshire) of coal and minerals otherwise than by hydraulic power at from or through any colliery or works belonging to the owners of the Braich-y-Cymmer estate situate on that estate their lessees successors or assigns at which colliery or works the said water now is or may be lawfully used the Company shall from time to time and so long as the deficiency shall continue make up such quantity of water in manner prescribed by the preceding section of this Act whereof the marginal note is "For the protection of the International Colliery" and for that purpose the said owners their lessees successors or assigns shall as far as they lawfully can afford the Company all necessary rights powers and facilities for laying and maintaining pipes through in or upon any lands held leased or occupied by them respectively.

Power to lay down pipes outside limits of supply.

39. For the purpose of carrying water from the said stream known as Nant-y-ci to their pipes for the time being laid within the limits of this Act the Company may subject to the provisions of this Act lay down place and maintain a line of pipes in the line and situation and according to the levels shown upon the supplemental plan and section thereof deposited with the clerk of the peace for the county of Glamorgan (herein-after respectively referred to as the supplemental plan and section) with any works and appliances incidental to such line of pipes to connect the line of pipes herein-before described as line of pipes No. 10 with their pipes for the time being laid within the said limits and may from time to time repair alter and enlarge or remove such line of pipes and so far as may be required for those purposes only may open and break up streets and bridges within those parts of the parishes of Llangeinor and Llandyfodwg which are not included within the limits of this Act but subject to and in accordance with the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the purposes of this section the said provisions of the said Act so far as applicable shall extend and apply to those parts of the said parishes of Llangeinor and Llandyfodwg as if the same had been included within the limits of this Act but nothing in this section shall authorise the Company to supply water within the area or district of the Ogmore Gas and Water Company Limited as herein-before described.

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Limits of deviation.

40. In constructing the works authorised by this Act the Company may deviate laterally from the lines thereof shown on the deposited plans and the supplemental plan to any extent not exceeding the limits of lateral deviation shown or defined on the said plans respectively and may deviate vertically from the levels shown on the deposited sections and supplemental section to any extent not exceeding three feet upwards or ten feet downwards Provided that the Company shall not in the exercise of the powers of lateral deviation hereby given make any weir of a greater height above the general surface of the ground than that shown on the deposited sections in the case of the corresponding weir and three feet in addition thereto.

For the protection of the Great Western Railway Company.

41. For the protection of the Great Western Railway Company (herein-after referred to as "the Great Western Company") the following provisions shall apply:—

(*a.*) In laying down altering improving enlarging extending maintaining or renewing or in executing or effecting the repairs or renewals of any mains pipes culverts or other works in the exercise of the powers contained in this Act upon across over under or in any way affecting the railways lands and property now or hereafter belonging to or used or occupied by the Great Western Company or the bridges approaches viaducts stations or other works or any level crossings over a railway of the Great Western Company the same shall except in cases of emergency be done under the superintendence and to the reasonable satisfaction of an engineer appointed for that purpose by the Great Western Company and in any case in which new works are intended to be executed only according to such plans and in such manner as shall be submitted to and as shall be previously reasonably approved by him in writing and should the Great Western Company elect so to do where any mains pipes culverts or other works aforesaid require to be laid or constructed under any level crossing of a railway of the Great Western Company they may lay or construct the same at the expense of the Company:

(*b.*) All such works shall (except as herein-before provided) be done by and at the expense of the Company who shall also restore and make good to the reasonable satisfaction of the said engineer the roads over any bridges or over any level crossing of the Great Western Company or over the approaches to any such bridge or level crossing so far as the same if maintainable by the Great Western Company may be disturbed or interfered with by or owing to any operation of the Company:

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(*c.*) All such works and operations and all matters incidental thereto shall be constructed executed and done so as to cause as little injury as may be to such railway bridges level crossings approaches viaducts stations or works and so as to cause as little interruption as possible to the passage or conduct of traffic over such railway or at to or from any station thereon:

(*d.*) If any injury or interruption as aforesaid shall arise from or in any way be owing to any of the acts works operations and matters aforesaid or the bursting leakage or failure of any such mains culverts pipes or works in under or near to any railway bridge level crossing embankment cutting viaduct station land works or property of the Great Western Company the Company shall make compensation to the Great Western Company in respect thereof the amount of such compensation to be determined by arbitration in manner herein-after provided:

(*e.*) The Company shall acquire only such an easement across over or under any of the railways works or property of the Great Western Company or any lands over which the Great Western Company have parliamentary powers as may be necessary for constructing or maintaining any of the works of the Company and shall except where the Company's pipes or other works are laid in or along a street (not being the property of the Great Western Company) pay to the Great Western Company for any such easement to be acquired by them such sum either annual or otherwise as may be agreed on or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 with respect to the acquisition of lands otherwise than by agreement and the easements so to be taken shall be deemed to be lands so far as respects the proceedings for the acquisition thereof and also for the purposes of such arbitration:

(*f.*) If the Great Western Company at any time or times hereafter require (of which requirement the Great Western Company shall be the sole judges) to construct any additional or other works upon the lands or railway of the Great Western Company or to alter or repair the said railway bridges viaducts or works upon across over or under which any of the works of the Company may have been constructed or laid the Great Western Company may on giving to the Company seven days notice in writing under the hand of their secretary or general manager for the time being and in case of emergency (of which their engineer shall be the sole judge) without notice divert support or carry the said works of the Company across over or under the lands railway bridges or works of the Great

Western Company at any other point or otherwise deal with the same in as convenient a manner as circumstances will permit without unnecessarily impeding the flow of water along the said works and doing as little damage thereto as may be and making compensation to the Company for any damage which they may sustain by reason of the works and operations of the Great Western Company All such works and operations shall be done and performed to the reasonable satisfaction of an engineer appointed for that purpose by the Company after previous notice from the Great Western Company of their intention to commence such works:

(*g.*) Except as in this section otherwise provided any dispute or difference which may arise between the Great Western Company and the Company with reference to the 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 for the time being of the Institution of Civil Engineers in London on the application of the Great Western Company and the Company or either of them and the costs of such arbitration shall be in the discretion of such arbitrator:

(*h.*) Nothing in this Act contained shall alter or prejudice the agreement now subsisting between the Great Western Company and the limited company and dated the nineteenth day of January one thousand eight hundred and eighty-eight nor lessen or prejudice any rights powers or privileges of the Great Western Company.

Period for the compulsory purchase of lands.

42. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for the completion of works.

43. If the works by this Act authorised to be made shall not be completed within fifteen years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making the said works or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed Provided always that subject to the restrictions and provisions of this Act the Company may from time to time alter enlarge extend and renew their engines machinery weirs tanks pipes and other works in such a way and manner as they may think requisite or advisable for supplying water within the limits of this Act.

Lands for extraordinary purposes.

44. The Company may from time to time purchase by agreement for the purposes of this Act any quantity of land or any

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easements in over or affecting any land which they may think requisite Provided that such land shall not exceed ten acres in addition to the land which they are by this Act authorised to take by compulsion Provided also that the Company shall not use any of such lands so as to create a nuisance and shall not erect any buildings on such lands except such as may be required in connexion with the waterworks of the Company.

Parties may grant easements.

45. The persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey lands may subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act respectively grant to the Company any easement right or privilege required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Restriction on taking houses of labouring class.

46. The Company shall not under the powers of this Act without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Power to sell lands not required for purposes of undertaking.

47. The Company may from time to time (subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands) sell lease exchange or otherwise dispose of to such persons and in such manner as the Company think fit any lands houses or other property for the time being belonging to the Company which they do not require for the purposes of their undertaking.

Reservation of water rights on sale of land.

48. On any sale or lease of such lands houses or other property the Company may reserve to themselves all or any of the water or water rights or other easements belonging thereto and may make

the sale or lease subject to such reservation accordingly and may also make any such sale or lease subject to such other reservations special conditions restrictions and provisions with respect to use of water exercise of noxious trades or discharge or deposit of manure sewage or other impure matter as they think fit.

Rates at which water is to be supplied for domestic purposes.

49. The Company shall on the application of any person who under the provisions of this Act shall be entitled to demand a supply of water for domestic purposes (which shall include one water-closet) furnish to such owner or occupier or other person a sufficient supply of water for domestic purposes at rates or charges not exceeding the rates and charges herein-after specified (that is to say) :—

If the rateable value of the dwelling-house or part of a dwelling-house does not exceed eight pounds per annum the sum of nine shillings and nine pence per annum.

If such rateable value exceeds eight pounds per annum but does not exceed ten pounds per annum the rate of seven pounds ten shillings per centum per annum upon such rateable value.

If such rateable value exceeds ten pounds but does not exceed twenty pounds per annum the rate of seven pounds per centum per annum upon such rateable value.

If such rateable value exceeds twenty pounds but does not exceed forty pounds per annum the rate of six pounds ten shillings per centum per annum upon such rateable value.

If such rateable value exceeds forty pounds per annum the rate of six pounds per centum per annum upon such rateable value.

Provided always that the Company shall not be compelled to afford a supply of water for domestic purposes to any such owner or occupier for any less sum than nine shillings and nine pence in any one year for any dwelling-house or part of a dwelling-house nor for a less period than twelve months.

For the purposes of this section the rateable value shall be ascertained by the valuation list in force at the time in the parish in which the dwelling-house or part of a dwelling-house in respect of which the water rate is made is situate and if there should be no valuation list then by the last rate for the relief of the poor made in respect of such dwelling-house or part of a dwelling-house.

Provided that where the water rate is chargeable in respect of a part only of any dwelling-house the rateable value shall be a fairly apportioned part of the rateable value of the whole dwelling-house and if any dispute shall arise as to such apportionment the same shall be determined in manner provided by the sixty-eighth section of the Waterworks Clauses Act 1847.

Rates for water-closets and baths.

50. In addition to the rates computed as above specified the Company may charge for every additional water-closet beyond the

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first in any dwelling-house or part of a dwelling-house or appurtenant thereto the sum of six shillings per annum and for every private bath in any dwelling-house or part of a dwelling-house or appurtenant thereto the following sums namely :—

If the rateable value of the dwelling-house or part of a dwelling-house does not exceed ten pounds per annum the sum of five shillings per annum.

If the rateable value of the dwelling-house or part of a dwelling-house exceeds ten pounds but does not exceed twenty pounds per annum the sum of eight shillings per annum and

If the rateable value of the dwelling-house or part of a dwelling-house exceeds twenty pounds per annum the sum of twelve shillings per annum.

And for every bath in any hotel inn or public-house not supplied by meter the sum of twenty shillings per annum.

Provided that the Company shall not be compellable to supply with water any water-closet or private bath or the apparatus or pipes connected therewith unless the same shall be so constructed and used as to prevent the waste misuse or undue consumption of the water of the Company and the flow or return of foul air or other noisome or impure matter into the mains or pipes of the Company or into any pipes connected or communicating therewith nor any private bath which shall be so constructed as to contain when filled for use more that fifty gallons of water.

Supply of water for domestic purposes not to include certain things.

51. The supply of water for domestic purposes shall not include a supply of water for cattle or for horses or for washing carriages where such horses or carriages are kept for sale or hire or by a common carrier or a supply for any trade manufacture or business whatsoever or for watering gardens or for washing the windows or fronts of houses or other buildings or the pavements roads or alleys adjacent thereto or for any other purpose whatsoever with tubes or pipes or for fountains or for any ornamental purposes.

Penalty for using water for other than domestic purposes.

52. In addition to and without prejudice to the provisions in this Act contained with regard to the misuse of water supplied by the Company no person supplied by the Company with water for domestic purposes shall use such water or suffer the same to be used for the purpose of affording power to or in connexion with any machinery or apparatus whatsoever and every person offending against this enactment shall for every such offence forfeit and pay to the Company a penalty not exceeding five pounds.

Company not bound to supply water in certain cases.

53. No person shall be entitled to require nor shall the Company be bound to supply any dwelling-house with water (otherwise than by meter or special agreement) where any part of such dwelling-

house is used for any trade or business purpose for which water is required. A.D. 1889.

Elevation at which water to be supplied.

54. The Company shall not be bound at any time to supply water in any part of the Garw Valley within the limits of this Act at a greater elevation at such part than that of an imaginary plane containing a horizontal straight line drawn from east to west at a height of 900 feet above the Ordnance datum and passing immediately beneath the existing weir described in the thirty-second section of this Act and indicated therein by the marginal number 3 such plane having an inclination falling from north to south at the rate of 50 feet per mile nor shall the Company be bound to supply water elsewhere within the limits of this Act at any elevation at which the water cannot be supplied by the pressure in the pipe or pipes of the Company from which such supply would be given but nothing in this section shall affect the liability of the Company to supply water to collieries and works under sub-section 3 of the section of this Act whereof the marginal note is "For the protection of the Earl of Dunraven."

Company not bound to supply several houses by one pipe.

55. The Company shall not be bound to supply more than one house by means of the same communication pipe and they may if they think fit require that a separate pipe be laid from the main pipe into each house supplied by them with water.

As to supply of water to groups of dwelling-houses &c.

56. The Company shall not be compellable to supply or to continue the supply of water to any group of dwelling-houses belonging to the same owner or to any court where the supply is afforded by any common pipe accessible to all the occupiers of such group of dwelling-houses or court unless and until the owner or occupier thereof respectively shall have agreed with the Company to pay the water rent payable in respect of the whole of the dwelling-houses forming such group or court as the case may be.

Water supplied by agreement.

57. The Company may agree with any person to supply him with water by measure and may require any person supplied with water for other than domestic purposes to take and pay for his supply by measure In both cases a meter for ascertaining the quantity consumed shall be provided by the Company at a reasonable rent or remuneration.

Contracts with public bodies for supply of water.

58. Subject to the provisions of this Act the Company may from time to time enter into and carry into effect any contract or arrangement with any urban or rural sanitary authority local or road authority county council or committee of a county council railway water or other company or person for the supply of water to any such authority council committee company or person for any

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purpose within the limits of this Act for such consideration and on such terms and conditions and for such period as may be agreed upon between the parties and may from time to time vary suspend or rescind any such contract or arrangement and enter into and carry into effect any other contract or arrangement in lieu thereof or in addition thereto.

Confirming agreement with county council.

59. The agreement dated the twenty-second day of May one thousand eight hundred and eighty-nine and made between Charles Liddell Waugh on behalf of the Company of the one part and a sub-committee acting on behalf of the asylums committee appointed by the county council of the administrative county of Glamorgan of the other part as set forth in the Second Schedule to this Act is hereby confirmed and shall as from the passing of this Act be binding on the Company and the said county council respectively and during the continuance of the said agreement or any renewal thereof or of any other agreement between the Company and the said asylums committee or the said county council for the supply of water to the Glamorganshire county asylums the Company may supply water to the said asylums and the premises connected therewith and the Company and the said county council respectively may execute and do all necessary works matters and things for the purpose of carrying out any such agreement.

Domestic supply not to be prejudiced.

60. Subject to the provisions of this Act the water authorised to be taken by the Company under the powers of this Act shall be used in the first place in providing a supply of water for domestic and sanitary purposes to the inhabitants of that part of the district of the local board which is comprised within the limits of this Act and of the parish of Saint Bride's Minor and next in providing a supply of water for domestic and sanitary purposes to the remainder of the inhabitants within the limits of this Act and subject thereto may be used by the Company for the supply of water for other than domestic purposes Provided that notwithstanding any contract with the Company no person shall be entitled to a supply of water for any other than domestic purposes if and so long as such supply would interfere with a due supply of water for domestic purposes.

Where part only of premises supplied the whole to pay.

61. The Company shall not be compelled to supply water to the occupier of any part of a dwelling-house or for any premises occupied with a dwelling-house unless the water rate is paid for the whole of such dwelling-house and premises.

Incoming tenant not liable to pay arrears of water rate.

62. The Company shall not be entitled to demand from the incoming tenant of any premises which they have supplied with water payment of any rate or charge which the former tenant left

unpaid when he quitted the premises unless the incoming tenant shall have agreed with such former tenant to pay the arrears. A.D. 1889.

Company may make and enforce regulations for prevention of waste &c.

63.—(1.) The Company may from time to time make such regulations as they think fit for the purpose of preventing waste misuse undue consumption or contamination of the water of the Company and may by such regulations direct the use and prescribe the size make nature strength workmanship and materials and the mode of arrangement position connexion disconnexion alteration and repair of the pipes meters valves cocks ferrules cisterns soil pans water-closets baths tanks cisterns and other apparatus fittings means contrivances receptacles or appliances whatsoever or any of them for conveying delivering rendering storing and using water and may forbid any arrangement and the use of the several things before mentioned or any of them likely to cause waste misuse undue consumption erroneous measurement or contamination of water but no such regulations shall be of any force except in the district in which the Company is bound to supply and does in fact supply or is prepared to supply water under constant pressure nor unless and until they have been submitted to and confirmed by the Local Government Board which Board is hereby empowered to allow alter or disallow the same as it may think proper.

(2.) No such regulations shall be confirmed by the Local Government Board until the expiration of one month after the notice in writing of the intention to submit the same for confirmation together with a copy of the proposed regulations shall have been given by or on behalf of the Company to the local authorities (as defined by the Public Health Act 1875) within the limits of this Act who may within the said period of one month make such representations with reference thereto to the Local Government Board as such authorities shall think expedient.

(3.) A copy of all such regulations in force for the time being shall be kept at the office of the Company and all persons may at all reasonable times inspect such copy without payment and the Company shall cause to be delivered a printed copy of all regulations for the time being in force to every person applying for the same on payment of a sum not exceeding sixpence for each copy.

(4.) A printed copy of any such regulations dated and purporting to have been made as aforesaid and to be sealed with the seal of the Company and to have been confirmed by the Local Government Board shall be evidence until the contrary be proved in all legal proceedings of the due making confirmation publication and existence of such regulations without further or other proof.

(5.) In case of failure of any person to observe such regulations as are for the time being in force the Company may if they think

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fit after twenty-four hours notice in writing enter and by and under the direction of their duly authorised officer repair replace or alter any pipe meter valve cock ferrule tank cistern bath soil pan water-closet or other apparatus means contrivance or receptacle fittings or appliances belonging to or used by such person and the expense of every such repair replacement or alteration shall be repaid to the Company by the person on whose credit the water is supplied and may be recovered by them as water rent is recoverable.

(6.) Any person who shall offend against any such regulations shall (without prejudice to any other right or remedy for the protection of the Company or punishment of the offender) be liable to a penalty not exceeding five pounds for each offence and to a further daily penalty not exceeding forty shillings for each day or part of a day such offence shall occur after conviction thereof and the Company may in addition thereto recover the amount of any damages sustained by them.

Company may supply fittings.

64. The Company may if requested by any person supplied or about to be supplied by them with water furnish to him at his costs and charges and from time to time repair or alter any such pipes valves meters cocks cisterns baths soil pans water-closet apparatus and receptacles for water as are required or permitted by their regulations and may provide all materials and do all work necessary or proper in that behalf.

Company may require persons supplied with water to repair pipes, &c.

65. The Company may by notice in writing under the hand of their secretary or other authorised officer require any person supplied by them with water who shall have permitted any pipe cock cistern or other receptacle or apparatus connected with the water supply to become out of repair to put the same forthwith into proper repair and if such person shall not within twenty-four hours after the service of such notice so repair such pipe cock cistern or other receptacle or apparatus as to prevent any waste of water therefrom the Company may repair the same and for such purpose may enter upon the premises where the same may be and the expenses of such repair if they shall not be repaid to the Company on demand shall be recoverable by them as damages.

Penalty for injury to or fraudulent use of meters and fittings.

66. Every person who shall wilfully fraudulently or by culpable negligence injure or cause or suffer to be injured any meter pipe fitting or apparatus belonging to the Company or who shall fraudulently alter the index of any meter or shall wilfully or knowingly prevent any meter from properly registering the quantity of water supplied shall for every such offence forfeit and pay to the Company a sum not exceeding five pounds and the Company may

in addition thereto recover the amount of damage by them sustained.

Meters not to be altered or repaired, except under direction or with consent of Company.

67. No meter whether supplied by or the property of the Company or the consumer shall be altered or repaired except under the direction or with the consent of the Company and the Company shall be entitled to keep all meters which may be supplied by the consumer in repair at his cost at such moderate rate of remuneration as may be agreed on between the Company and the consumer or in case of dispute as may be fixed by two justices.

Company's officers may enter buildings for inspection.

68. The Company's agent or other officer duly appointed for the purpose by the Company may between the hours of nine of the clock in the forenoon and four of the clock in the afternoon enter any building or place supplied with water by the Company in order to inspect the meters pipes fittings cisterns and other receptacles for water and apparatus for regulating the supply of water either for the purpose of ascertaining the quantity of water consumed or supplied or whether the meters pipes fittings cisterns or other receptacles and apparatus provided be in good repair and if such agent or other officer at any such time be refused admittance into such premises for the purposes aforesaid or be prevented from making such examination the occupier of such premises shall for every such offence forfeit to the Company a sum not exceeding five pounds.

For preventing frauds and waste of water.

69. If and whenever any person supplied with water under this Act wilfully fails to do anything which under this Act or any bye-law in force under this Act ought to be done for preventing the contamination of water the Company may cut off or stop any pipe by or through which water is supplied to him and may cease to supply him with water as long as the cause of injury remains or is not remedied and also may recover in any court of competent jurisdiction from any person so offending the amount of all damage sustained by reason thereof and the remedies of the Company under this enactment shall be in addition to their other remedies in this behalf.

Company's officers may enter buildings and cut off pipes after notice given.

70. In all cases in which the Company are authorised to cut off or stop the pipe by or through which water is supplied to any premises and in all cases in which any premises which shall have been supplied with water by the Company shall have become unoccupied the Company their agents and workmen (after giving notice to the owner or occupier as herein-after provided) may enter into any such premises between the hours of nine in the forenoon and four in the afternoon for the purpose of cutting off any pipes by which the water of the Company shall be conveyed to such

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premises and may remove any pipe meter fittings and apparatus the property of the Company.

Mode of giving notice.

71. The notice to be given previously to such entry shall be in writing and shall be served in manner following (that is to say):—

If the premises intended to be entered be occupied then by leaving notice thereat or by delivering the same to the occupier thereof twenty-four hours at least previously to such entry.

If such premises be unoccupied and the owner thereof or his usual place of abode be in England and be known to the Company then by delivering the notice to such owner or by leaving the same at his usual place of abode twenty-four hours or by sending the same by post in a registered letter addressed to him at his usual or last known place of abode forty-eight hours at least previously to such entry.

If such premises be unoccupied and the owner thereof or his usual place of abode be not in England or be not known to the Company after due inquiry then by affixing the notice on some conspicuous part of such premises three days at least previously to such entry.

And for the purpose of this section any person receiving the rents of any such premises either on his own account or as agent for any other person shall be deemed the owner of such premises.

Sums due to Company may be recovered in any court of competent jurisdiction.

72. The Company may recover any sum of money which shall be due to them for water or meter rates rents or charges damages costs or expenses by action or proceeding in any court of law competent for the trial of an action for debt damages or trespass to the like amount.

Notice of discontinuance.

73. A notice to the Company from a consumer for a discontinuance of a supply of water shall not be of any effect unless it be in writing and be left at the principal office for the time being of the Company.

Liability to water rent not to disqualify justices &c.

74. A justice or a judge of any court shall not be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any water rent meter rent rate or charge or interested in any contract with the Company for a supply of water under this Act or of his being a shareholder of the Company.

Contents of summons.

75. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof or in a schedule thereto several sums.

Costs of distress.

76. Any justice who issues a warrant of distress for any of the purposes of this Act may order that the costs of the proceedings for

the recovery of the money to be levied be paid by the person liable to pay such money and in that case such costs shall be ascertained by the justice and shall be included in the warrant of distress.

Application of penalties.

77. Every penalty imposed by this Act or by any regulation made under this Act shall (except where otherwise expressly provided and except where the Company shall be the party by whom the penalty has to be paid) be paid to the Company.

Penalties not cumulative.

78. Penalties imposed on the Company for one and the same offence by several Acts of Parliament shall not be cumulative and for this purpose this Act and any Act incorporated wholly or in part with this Act shall be deemed several Acts.

Saving rights of the Duchy of Lancaster

79. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said Duchy first had and obtained (which consent the said Chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty Her heirs or successors in right of Her said Duchy.

Costs of Act.

80. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

SCHEDULES.

THE FIRST SCHEDULE REFERRED TO IN THE FOREGOING ACT.

Form of Deed.

In pursuance and by virtue of the Garw Water Act 1889 and in consideration of the sum of five thousand pounds paid by the Garw Water Company to the Garw Water and Light Company Limited the receipt of which is hereby acknowledged the said Garw Water and Light Company Limited as beneficial owners do hereby grant and assign unto the said Garw Water Company the water undertaking of the said Garw Water and Light Company Limited and all the lands waterworks tanks engines pumps weirs mains pipes meters machinery apparatus plant stock effects buildings rights and easements connected therewith and belonging to the said Garw Water and Light Company Limited to hold the same unto the said Garw Water Company and their assigns as to such parts thereof as are of freehold tenure in fee simple and as to all the rest of the premises for all the estate terms of years and interest of the said Garw Water and Light Company Limited therein and the said Garw Water Company do hereby accept the same accordingly In witness whereof the said companies respectively have caused their respective common seals to be hereunto affixed this day of 18 .

THE SECOND SCHEDULE REFERRED TO IN THE FOREGOING ACT.

An Agreement made the twenty-second day of May 1889 between Charles Liddell Waugh of Bridgend in the county of Glamorgan mining engineer for and on behalf of a company proposed to be incorporated under the name of the Garw Water Company by an Act of Parliament the Bill for which has recently been introduced into Parliament herein-after called the Garw Company of the one part and the Reverend Aaron Davies of No. 6 Heol Evan Wynne Pontlottyn near Rhymney John Blandy Jenkins of Llanharan House Llantrissant Henry Watkin Lewis of Llwynyreos House Abercanaid Merthyr Tydfil and David Jones of Oak Villa 13 Richmond Road Cardiff all in the county of Glamorgan constituting a sub-committee acting on behalf of the asylums committee appointed by the county council of the administrative county of Glamorgan (herein-after called "the council") under the powers conferred by the twenty-eighth section of the Local Government Act 1888 and herein-after called the committee of the other part.

1. Within twelve calendar months from the confirmation of this agreement as herein-after provided the Garw Company will at their own expense and in all things provide and lay down and complete in a proper efficient and workmanlike manner a cast iron main pipe or main pipes coated in the usual manner for the prevention of rust of such internal diameter as shall be sufficient to admit of and maintain the supply and delivery of such quantities of water as the Garw Company are herein-after required to deliver from their main pipes within their district to the common boundary of the parishes of Saint Bride's Minor and Coity in the county of Glamorgan at or as near as conveniently may be to the point where such boundary is intersected by the turnpike road from Bryncethin to Bridgend and connect the same with a water main of the council the point of junction in case of difference to be settled by two engineers one appointed by the Garw Company and the other by the council or any committee thereof or their umpire and will thereafter at the like expense maintain and from time to time during the subsistence of this agreement as occasion shall require repair and renew such main pipe.

2. The Garw Company will at their own expense and cost provide and fit at the said junction or as near thereto as conveniently may be the position thereof in case of difference to be determined in like manner as aforesaid a water meter or water meters and a pressure gauge or pressure gauges (to be connected with the outlet or outlets of the said meter or meters) and a recording instrument or recording instruments of approved make to the satisfaction of the said engineers or their umpire and sufficient for measuring and recording such quantities and pressure respectively as herein-after mentioned with a suitable by-pass arrangement to enable the removal of any such meter or gauge for any necessary purpose without stopping the supply of water and will thereafter during this agreement at the like expense maintain the same in proper working order and

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from time to time repair or renew the same as occasion shall require and will during this contract by means of the said recording instrument or recording instruments take proper and sufficient records of the said quantities and pressure respectively and will preserve the same for a period of not less than two years from the expiration of the respective periods to which such records shall relate.

3. From the completion of the laying of the said main pipe or main pipes and the fixing of the said meter or meters gauge or gauges recording instrument or recording instruments the Garw Company will during this agreement unless prevented by frost unusual drought or other unavoidable cause or accident or during necessary repairs deliver through the said main pipe or main pipes to the council at such point or junction as aforesaid such quantity of water as the council or such committee as aforesaid may require not exceeding in every 24 hours between noon of one day and noon of the succeeding day or between such other corresponding hours in successive days as may from time to time be agreed upon between the Garw Company and the council or such committee as aforesaid 150,000 gallons such water shall when passing through such meter or meters at a rate not exceeding 209 gallons a minute have at the outlet or outlets of the meter or meters such pressure as shall be capable of sustaining a vertical column of water the top of which shall have an altitude of not less than 520 feet above ordnance datum The Garw Company shall not be under any obligation to deliver water at any time at a rate exceeding 209 gallons per minute or to maintain any pressure at the outlet of the meter or meters when water is passing through the same at a rate exceeding 209 gallons per minute the water so delivered shall be pure and wholesome.

4. The council shall pay or procure to be paid to the Garw Company for the aforesaid supply of water the sums following (that is to say) :—

The sum of 62*l.* 10*s.* (reducible as herein-after mentioned in each and every quarter of a year) for and in respect of 4,000,000 gallons of water and whether the quantity of water supplied in any such quarter shall amount to 4,000,000 gallons or not And if in any quarter of a year more than 4,000,000 gallons and not more than 5,000,000 gallons of water shall be so supplied then over and above the said reducible sum of 62*l.* 10*s.* the sum of 1½*d.* for every 1,000 gallons supplied in that quarter over and above 4,000,000 gallons and if in any quarter of a year more than 5,000,000 gallons of water shall be so supplied then over and above the said reducible sum of 62*l.* 10*s.* the sum of 6*l.* 5*s.* for the first 1,000,000 gallons over and above 4,000,000 gallons and the further sum of 1*d.* for every 1,000 gallons over and above 5,000,000 gallons supplied in that quarter Provided always that the sum of 62*l.* 10*s.* herein-before made payable in respect of each quarter of a year as aforesaid shall be reduced by a sum equal to 17*s.* 6*d.* for every 100*l.* which the council or such committee as aforesaid shall reasonably expend in and about the laying of a main pipe (not exceeding in diameter the pipe to be laid down under clause 1 of this agreement) from the common boundary of the said parishes at the point aforesaid to Parcgwyllt reservoir or so as to form a junction with the present main pipe leading from the Parcgwyllt reservoir to Angeltown the point of junction with such last-mentioned pipe to be as near as conveniently may be to the point aforesaid on the said parish boundary the amount of such cost and the reasonableness of such outlay in case of dispute to be determined by the engineers to be appointed as aforesaid or their umpire.

5. If the Garw Company shall by reason of frost unusual drought or other unavoidable cause or accident or during necessary repairs fail for each of any three successive days to supply such quantity of water as the council or committee may require (not exceeding the respective quantities herein-after mentioned in respect of each such day) then there shall be deducted from the sums payable to the Garw Company under clause four of this contract in respect of the quarter of a year in which such failure shall happen the respective sums following (that is to say):—

For every 1,000 gallons by which the supply in any such day shall fall short of 44,500 gallons or such less quantity as the council may have required the sum of $3\frac{3}{4}d.$

In respect of every 1,000 gallons by which the supply in any such day shall fall short of 56,000 gallons or such less quantity (over 44,500 gallons) as the council may have required the sum of $3\frac{3}{4}d.$ for every such 1,000 gallons up to such quantity as shall make up 44,500 gallons and the sum of $1\frac{1}{2}d.$ for every such 1,000 gallons above that quantity.

In respect of every 1,000 gallons by which the supply on any such day shall fall short of 150,000 gallons or such less quantity (over 56,000 gallons) as the council may have required the sum of $3\frac{3}{4}d.$ for every such 1,000 gallons up to such quantity as shall make up 44,500 gallons and the sum of $1\frac{1}{2}d.$ for every such 1,000 gallons above that quantity as shall make up 56,000 gallons and the sum of $1d.$ for every such 1,000 gallons above such last-mentioned quantity as shall make up 150,000 gallons.

6. The Garw Company shall afford the authorised agent of the council or such committee as aforesaid free access to the meter or meters pressure gauge or pressure gauges recording instrument or recording instruments and records (so long as the same are required to be preserved) at all reasonable times for purposes of inspection and also of taking copies of the said records.

7. The register of the meter or meters shall be primâ facie evidence of the quantities of water supplied as aforesaid and the record of the said recording instrument or recording instruments shall be primâ facie evidence of the rate and pressure at which such water has been from time to time supplied If in any quarter of the year it shall appear that the meter or meters has or have ceased to register or is or are otherwise manifestly incorrect (the proof of which shall be on the side alleging the same) or has or have been removed for the purpose of repair or any other cause then the quantity of water supplied in the period during which the registration has ceased or been manifestly incorrect shall be deemed to be the same quantity as was supplied during the corresponding period of the preceding year as ascertained either by meter or under the provisions of the present clause as the case may be but in the case of every period of the first year the quantity supplied during such period shall be determined failing agreement by two engineers or their umpire as before mentioned.

8. The Garw Company shall deliver to the council or such committee as aforesaid quarterly accounts made up to the 31st day of March the 30th day of June the 30th day of September and the 31st day of December in each year or to some other days as near as conveniently may be to those days respectively showing the amount of water supplied under this agreement during the quarter of a year then ended and the amount payable to the Garw Company in respect of the same under the provisions herein-before contained and the council shall

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pay or procure to be paid such accounts to the Garw Company within thirty days after the delivery of such accounts respectively.

9. This agreement shall continue for the term of twenty-one years from the completion of the said works and may from time to time be renewed by the Garw Company and the council or such committee as aforesaid with or without modification for such future respective periods as may be agreed on.

10. The parties hereto of the first part will apply to Parliament to confirm this agreement and to make the same binding on the Garw Company and the council respectively.

11. This agreement is made subject to such alterations as Parliament may think fit to make herein but if any material alteration shall be so made herein or in the said Bill it shall be competent to either party hereto to withdraw this agreement.

12. If this agreement shall not be confirmed as aforesaid by Parliament in the present session or any following session in which pending business on Private Bills of the present session may be taken up and continued then these presents shall be wholly void and determined In witness whereof the said parties have hereunto set their hands the day and year first above written.

(Signed) C. L. WAUGH.
AARON DAVIES.
J. BLANDY JENKINS.
HENRY WATKIN LEWIS.
DAVID JONES.

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