CHAPTER clxxxi.

An Act for incorporating the Hawarden and District Waterworks Company and for conferring powers on that Company; and for other purposes. A.D. 1883.

[2nd August 1883.]

WHEREAS the present supply of water to the parishes of Hawarden Cilcain Mold Leeswood Buckley and Sandycroft in the county of Flint and the adjacent districts is insufficient for the wants of the inhabitants thereof and it is expedient to improve such supply:

And whereas the persons hereinafter in that behalf named with others are willing at their own expense to provide a better supply of water to those places on being incorporated into a Company with the necessary powers for that purpose and it is expedient that they be incorporated accordingly and be empowered to make and maintain the works hereinafter mentioned:

And whereas the Mold Gas and Water Company (hereinafter called "the Mold Company") were incorporated by the Mold Gas and Water Act 1867 and authorized to supply gas and water to certain places which are adjacent to the limits of supply appointed by this Act:

And whereas it is expedient that the Mold Company be authorized to sell and the Company hereby incorporated be authorized to purchase all the property rights and easements held and enjoyed by the Mold Company (hereinafter called the "Mold Company's Undertaking") and that the said sale should be carried into effect in manner by this Act provided:

And whereas Plans and Sections of the works by this Act authorized showing the lines and levels thereof with a Book of Reference to those Plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of the lands in the line of the proposed works or within the limits of deviation as defined in the Plans and describing those lands have been deposited with the clerk of the peace for the county of Flint and those Plans

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Sections and Book of Reference are in this Act referred to as "the "deposited Plans Sections and Book of Reference" respectively:

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

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

Short title.

1. This Act may be cited as the Hawarden and District Waterworks Act 1883.

Provisions of certain General Acts incorporated.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to the Cancellation and Surrender of Shares) and Part III. (relating to Debenture Stock) of the Companies Clauses Act 1863 the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Waterworks Clauses Acts 1847 and 1863 the Gasworks Clauses Acts 1847 and 1871 and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof are (except where expressly varied by or inconsistent with the provisions of this Act) incorporated with and form part of this Act and the said provisions of the Railways Clauses Consolidation Act 1845 shall be read so as to apply only to the construction of the reservoirs by this Act authorized and the works immediately connected therewith and as if such reservoirs and works were therein referred to instead of the railway and the boundaries of the said reservoirs and works were therein mentioned instead of the centre of the railway and the prescribed limits shall be two hundred yards from the margin of the intended reservoirs and works and the Gasworks Clauses Act 1871 shall apply to the gas undertaking of the Mold Company in the hands of the Company as if the same were hereby authorized.

Power to erect and maintain Gasworks and manufacture and store Gas on lands in Second Schedule.

3. Subject to the provisions of this Act the Company may from time to time on the lands to be acquired by them by transfer from the Mold Company and which lands are described in the Second Schedule to this Act or on any part thereof erect make maintain alter improve enlarge extend renew or discontinue retorts gasholders receivers purifiers drains sewers mains pipes meters apparatus works and conveniences for the manufacture and storing of gas and coke and other residual products obtained in the manufacture of gas and matters producible therefrom and may make and store gas and may manufacture convert store sell provide supply and deal in

coke tar pitch ammoniacal liquor and all other products and residuum of any materials employed in or resulting from the manufacture of gas and matters producible therefrom and also meters fittings tubes pipes burners and other articles and things in any way connected with gasworks or with the supply of gas as they may from time to time think fit.

Pressure of Gas.

4. All gas supplied by the Company to any consumer of gas shall be supplied at such pressure as to balance from midnight to sunset a column of water not less than six-tenths of an inch and from sunset to midnight not less than eight-tenths of an inch in height at the main as near as may be to the junction therewith of the service-pipe supplying such consumer and any gas examiner appointed under the Gasworks Clauses Act 1871 may (subject to the terms of his appointment) from time to time test the pressure at which the gas is supplied and may for that purpose open any street road passage or place vested in or under the control of any local or road authority and the provisions of the Gasworks Clauses Act 1871 with reference to testing of gas and to penalties shall mutatis mutandis apply to such testing of pressure and two hours' previous notice shall be given to the Company of the time and place at which such testing shall be conducted.

Quality of Gas.

5. The prescribed number of candles shall be fourteen.

Testing Place.

6. Within one year from the time when the Company commence to supply gas under this Act a testing place shall be provided upon some part of the works or lands of the Company.

Burner.

7. The prescribed burner shall be Sugg's London Argand Burner Number One consuming five cubic feet of gas per hour with a six-inch by one-and-three-quarter-inch glass chimney but if at any time and so long as the gas flame rises above the top of that glass a six-inch by two-inch chimney shall be used.

Company to pay Interest on Money deposited as Security for Gas Meter &c.

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

Interpretation.

9. 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" means the Company incorporated by this Act:

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The expression "court of competent jurisdiction" or any other 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 simple contract debt and not a debt or demand created by statute: and

The expression "superior courts" shall include county courts in all cases where the amount of the debt or demand is within the jurisdiction for the time being of county courts.

Limits of Act.

10. Subject as hereinafter provided the limits of this Act for the supply of water shall be and include the parishes and townships following (that is to say) Cilcain Maes-y-groes Trelan Gwernaffield Waen Hendrebiffa Gwern-y-mynydd Arddynwent Broncoed Mold Gwysaney Llwynegrin Soughton Argoed Bistre Leeswood Stryt-cae-Rhedyn Coed Talon Nerquis Tryddyn Hartsheath Bannel Buckley Pentrobin Ewloe Wood Ewloe Town Ewloe Aston Shotton Hawarden Broad Lane Broughton Bretton Sontley Manor and Rake Moor Mancot Sandycroft Pentre Queen's Ferry Saltney and Cefn all in the county of Flint except such of them or such parts thereof as are comprised within the limits of the water supply of the Chester Waterworks Company as defined by the Chester Waterworks Act 1857 and upon a plan referred to in that Act Provided that if any parish or township within the limits shall not be adequately supplied with water within five years after the period hereinafter fixed for the completion of the works the restriction on the construction of waterworks by a local authority 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 authority (as defined by that Act) of any such parish or township as aforesaid.

Supply to Queen's Ferry and Sandycroft.

11. Provided further that if the Company shall not within the period hereinafter mentioned for the completion of the works by this Act authorized lay down the mains necessary for the supply of water to Queen's Ferry and Sandycroft they shall for every day after the expiration of such period that the mains are not laid down be liable to a penalty of five pounds And provided further that the Company shall never charge the inhabitants of Queen's Ferry and Sandycroft more than the rates they are charging the inhabitants of Hawarden.

Supply to Tryddyn.

12. The Company shall on the request of the rural sanitary authority provide a ram or other mechanical means for pumping water to a sufficient elevation to supply the whole of the village of Tryddyn if they are unable to provide such a supply by any other means.

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Company incorporated.

13. William Henry Gladstone Benjamin Piercy Lieutenant Colonel Bryan George Davies Cooke William Brown Charles Davison Henry Enfield Taylor Charles Parry Hugh Goodman Roberts 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 are hereby united into a Company for the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Hawarden and District Waterworks Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

General Purposes of the Company.

14. The Company shall be established for the purpose of making and maintaining the reservoirs and aqueducts conduits or lines of pipes by this Act authorized and for supplying water by meter or otherwise to and within the limits of this Act and for selling or letting on hire meters and other articles materials matters and things necessary or desirable for such supply and for acquiring and carrying on as hereinafter provided the Mold Company's Undertaking and for other the purposes of this Act.

Capital.

15. The capital of the Company shall be sixty thousand pounds in six thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid up.

16. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation 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.

17. One-fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of Persons not sui juris.

18. If any money be payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Representation of the Company in case of bankruptcy.

19. In all proceedings under any bankruptcy or deed of composition or arrangement or liquidation by arrangement or composition with creditors whether under the present or any future bankruptcy Act or under any sequestration the secretary of the Company or any person appointed in his behalf by writing under his hand may

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represent the Company and shall be competent to act for the Company and his acts or omissions shall bind the Company in all respects as if the claim or demand of the Company in such proceedings were the personal claim or demand of such secretary or person and not of the Company.

Power to borrow.

20. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole fifteen thousand pounds and of that sum they may borrow from time to time not exceeding three thousand seven hundred and fifty pounds in respect of every fifteen thousand pounds of their capital but no part of any such sum of three thousand seven hundred and fifty pounds shall be borrowed until the whole of the respective fifteen thousand pounds of capital in respect of which it is to be borrowed is issued and accepted and one-half thereof is paid up and 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 the whole of the respective fifteen thousand pounds of capital has been issued and accepted and that not less than one-fifth part of the amount of each separate share in such fifteen thousand pounds of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that the respective fifteen thousand pounds of 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 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 a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Debenture Stock.

21. 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 debenture stock or mortgages were authorized) and shall have priority over all principal moneys secured by such mortgages.

Arrears may be enforced by appoint-

22. The mortgagees of the undertaking 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 authorize 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 three hundred and seventy-five pounds in the whole.

ment of a Receiver.

23. All moneys raised on mortgage by the Company under this Act and the interest due thereon and the interest due on debenture stock created and issued under this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any 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 or their property in respect of any rent-charge to be granted by them in pursuance of the Lands Clauses Consolidation Act 1845 or the Lands Clauses Consolidation Acts Amendment Act 1860 or in respect of any rent or sum reserved by or payable under any lease to be granted or made to the Company by any person in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest or dividends on their mortgages and debenture stock nor shall anything hereinbefore contained affect any claim for land taken used or occupied by the Company for the purposes of their works or injuriously affected by the construction thereof or by the exercise of any power conferred on the Company.

Priority of Mortgages and Debenture Stock over other Debts &c.

24. The Company shall not have power to raise the money by this Act authorized to be borrowed on mortgage or any part thereof by the creation of shares or stock instead of borrowing or to convert into capital the amount borrowed under the provisions of this Act unless in either case all dividends upon the shares or stock whether ordinary or preferential are limited to a rate not exceeding five pounds per centum per annum.

As to the Conversion of Borrowed Money into Capital.

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

Application of Moneys.

26. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

First Ordinary Meeting.

27. The number of the directors shall be seven but the Company may from time to time reduce the number provided that the number be never less than three.

Number of Directors.

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

Qualification of Directors.

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Quorum.

29. The quorum of a meeting of directors so long as the number of directors be four or more shall be three but if the number of directors be reduced to three the quorum shall be two.

First Directors.

30. Benjamin Piercy William Brown Henry Enfield Taylor and four other duly qualified 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

—Election of Directors.

meeting the shareholders present in person or by proxy may subject to the power of reducing the number of directors herein contained either retain in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to fill up the number of directors or to supply the place of those not retained in office the directors appointed by this Act or nominated as aforesaid being (if qualified) eligible for re-election and at the first 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 said power of reducing 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 died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Contracts not to disqualify for office of Director &c.

31. Any contract to be made under this Act with any local board trustees or commissioners under any Act of Parliament or with any public corporation or body shall not disqualify any of the members of such board commission trust public corporation or body for the office of director of the Company and no director or shareholder of the Company shall be disqualified as such commissioner trustee or member by reason of any contract under this Act between the Company and such local board commissioners trustees public corporation or body and no director or shareholder of the Company shall be disqualified for the office of director of the Company by reason of any contract between him and the Company for any loan of money to the Company but no director of the Company being a member of any such local board commission trust or public corporation or body shall vote upon any question with reference to any contract with such local board commissioners trustees public corporation or body at any meeting of such board commissioners trustees public corporation or body or at any committee appointed by such board commissioners trustees public corporation or body on any question or with refer-

ence to any matter in which such director or shareholder has direct or indirect interest as a shareholder.

Agreement for Sale of Undertaking of Mold Company confirmed.

32. The agreement for the sale of the Gas and Water Undertaking of the Mold Company to the Company set forth in the Schedule to this Act (hereinafter referred to as "the scheduled agreement") is hereby sanctioned and confirmed and made binding on the Mold Company and on the Company respectively and may and shall be carried into full effect by them respectively as if the Company had been party thereto instead of the persons named as parties thereto of the first part.

Deed of Transfer to be stamped.

33. The transfer of the Undertaking of the Mold Company shall be made by deed duly stamped in which the consideration shall be duly set forth and upon the execution of such deed the Undertaking of the Mold Company shall subject to the provisions of this Act and of the scheduled agreement be by virtue of this Act absolutely transferred to and vested in the Company for all the estate and interest of the Mold Company therein which transfer and vesting is in this Act referred to as "the transfer" Provided always that the Company shall within three months from the date of the said deed produce to the Commissioners of Inland Revenue the said deed duly stamped and in default of such production the stamp duty with interest thereon at the rate of five pounds per centum per annum shall be recoverable from the Company with full costs of action and all costs and charges attending the same.

Company to perform duties of Mold Company as to premises sold &c.

34. From and after the transfer the Company shall be subject to and perform conform and be liable to all contracts agreements duties obligations debts charges liabilities claims and demands whatsoever to which the Mold Company if the sale and transfer did not take effect would with respect to the undertaking comprised in the transfer be subject or liable except the debenture debt of the Mold Company and shall indemnify the Mold Company and their shareholders directors officers and servants from the same and from all costs charges and expenses claims and demands with respect to the same and shall be entitled to all the benefits and advantages of and to enforce all those contracts and agreements.

Mold Company's Act to apply to Company.

35. From and after the transfer the Mold Gas and Water Act 1867 except the provisions which relate to the capital directors officers and administration of the Mold Company shall (subject to the provisions of this Act) be read and have effect as if the same had been passed with respect to the Company instead of with respect to the Mold Company and as if the name of the Company had been inserted in that Act instead of the Mold Company but until the

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transfer the Mold Company alone shall be entitled to exercise any powers in relation to the supply and distribution of water and gas within the limits of the said Act.

Mold Company's powers of supplying Gas &c. to cease after Transfer.

36. From and after the transfer all the powers rights and obligations of the Mold Company in relation to the supply of gas and water shall cease to be exercisable by or attached to the Mold Company.

Actions &c. not to abate.

37. The transfer hereby authorized shall not cause the abatement discontinuance or determination of or in anywise prejudicially affect any action or other proceeding commenced by or against the Mold Company either solely or jointly with any other Company or person before the transfer but any such action or proceeding may so far as it relates to the Undertaking comprised in the transfer be continued prosecuted or enforced by or against the Company either solely or as the case may require jointly with any other Company or person as aforesaid.

As to receipt of Purchase-money.

38. The receipt in writing of three of the directors of the Mold Company for the purchase and consideration money to be paid to the Mold Company by the Company shall effectually discharge the Company from the sums which by such receipt shall be acknowledged to have been received and from being concerned to see to the application thereof or from being answerable or accountable for the loss misapplication or non-application thereof.

Application of Money received by Mold Company.

39. The Mold Company shall hold all money paid to them by the Company under the scheduled agreement and all other money for the time being belonging to them in trust to pay thereout first their debenture debt and the interest thereon and secondly such outstanding debts liabilities costs charges and expenses (if any) as shall not be payable by the Company and thirdly to distribute the residue among the shareholders of the Mold Company their executors administrators or assigns according to the resolution of the Mold Company in general meeting and for that purpose the persons who at the time of the distribution appear in the books of the Mold Company to be proprietors of shares in that Company shall unless in any case the contrary is shown to the satisfaction of the directors of the Mold Company be considered to be shareholders thereof and the receipt in writing of an executor or administrator of a deceased shareholder or of the committee of a lunatic shareholder or of the guardian of an infant shareholder shall discharge the Mold Company and the directors thereof from the money therein expressed to be received and from any obligation affecting the share in respect whereof that money is paid.

Payment into Court by Mold Company.

40. If the Mold Company are for twelve months after the transfer unable after diligent inquiry to ascertain the person or persons to whom any part of the said moneys ought to be paid or who can give an effectual receipt for the same the Mold Company may pay the same into the Chancery Division of the High Court of Justice in England under any Act in force for the relief of trustees and every such payment into court shall conclusively discharge the Mold Company from all further liability with respect to the net moneys so paid and for the purposes of this Act shall be deemed payment thereof to a person absolutely entitled thereto and any person thereafter showing to the satisfaction of the court that he is entitled thereto may obtain payment thereof out of court accordingly.

Provisions as to discharge of Debenture Debt.

41. The debenture debt of the Mold Company shall be paid off by that Company within six months of the transfer and the Mold Company shall give at least three months' written notice of their intention to pay off any of their debentures to the holders of the same and every such debenture shall until paid off continue (notwithstanding any transfer of the Undertaking of the Mold Company under the scheduled agreement and this Act) to be charged on the property and revenues therein comprised.

Winding up and Dissolution of Mold Company.

42. The directors of the Mold Company may exercise all powers necessary and proper for distributing the assets and winding up the affairs of the Mold Company and when and as soon as the debenture and other debts of the Mold Company have been paid off and their assets have been distributed and their affairs have been wound up the Mold Company shall be by virtue of this Act dissolved.

Proviso in case of *default of* Company.

43. Provided always and it is hereby expressly declared that if by reason of their inability to raise capital or from any other cause the Company make default in payment of the whole of the consideration money and other sums payable by them to the Mold Company in conformity with the terms of the scheduled agreement then and in such case without prejudice to any other remedy of the Mold Company—

(i) It shall not be lawful for the Company (notwithstanding anything in this Act or in the scheduled agreement) to exercise any of its powers with respect to the supply or distribution of water within the limits of the Mold Gas and Water Act 1867 except with the written consent of the Mold Company which may be given subject to such limitations terms and conditions as the Mold Company see fit and further

(ii) The Mold Company may if they think fit by writing under their common seal at any time after the happening of such

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default of the Company serve notice on the Company of their intention to withdraw from the scheduled agreement and unless the Company shall within three months after the receipt of such notice put an end to such default and pay to the Mold Company the whole of the consideration money payable by them under the provisions of this Act the scheduled agreement and the provisions of this Act relating to the sale and transfer of the Undertaking of the Mold Company shall cease in anywise to bind the Mold Company or their Undertaking but the Mold Company shall remain in full possession and enjoyment of the same and of all property rights and powers connected therewith as if the scheduled agreement had not been made and this Act had not been passed.

Power to make Waterworks.

44. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited Plans and Sections the reservoirs aqueducts conduits and lines of pipes shown on the deposited Plans and Sections with all proper roads approaches fences excavations embankments tanks sluices culverts tunnels channels mains adits levels dams weirs overfalls valves engines machinery wells drains filters and other works appliances and conveniences connected therewith and incident thereto respectively and may enter upon take and use such of the lands delineated on the said Plans and described in the deposited Book of Reference as may be required for those purposes and may take divert collect use get and appropriate for the purposes of this Act all springs streams and waters shown or mentioned on the deposited Plans as intended to be intercepted or otherwise taken by any of the works authorized by this Act or being in or under the lands authorized to be taken by virtue of this Act and all waters found in the construction and maintenance of any of the said works and all waters found in or under any of the lands for the time being belonging to the Company.

Compensation Water.

45. The Company shall from and after the completion of the said works deliver into the Garth Brook as compensation water a regular and continuous supply of water which shall never be less than two hundred and fifty thousand gallons during every successive period of twenty-four hours.

Gauges.

46. The Company shall make and maintain as part of the works and conveniences by this Act authorized a gauge or gauges and other apparatus proper and sufficient for regulating and testing the delivery of the said quantity of water from the Reservoir No. 1 by this Act authorized into the Garth Brook and all persons

interested in the delivery of such water and the owners lessees and occupiers of mills on the Garth Brook and River Alyn using the water flowing down the Garth Brook or the River Alyn shall be entitled by themselves and their agents at all reasonable times freely to have access to and to inspect and ascertain the working and the state of repair and condition and the propriety and sufficiency of the gauge or gauges and apparatus and to take an account of the quantity of water flowing therefrom into the Garth Brook.

Penalty.

47. In case the Company omit or fail to deliver into the Garth Brook the minimum quantity of compensation water by this Act required to be so delivered the Company shall be liable to a penalty of five pounds a day for every day on which such omission or failure shall occur such penalty to be recoverable with costs summarily by the party or parties interested in the delivery of such water or by the owners lessees or occupiers of any mills or works using the water flowing down the Garth Brook or the River Alyn before two justices of the county of Flint in manner provided by the Summary Jurisdiction Acts and any Act or Acts amending the same and to be payable to such party interested or to such owner lessee or occupier as aforesaid.

Repair of Gauges.

48. If and whenever the said gauge shall be in any respect in bad repair order or condition and not put into good repair order and condition by the Company within seven days after notice in writing requiring them so to do given to them by or on behalf of the owners lessees or occupiers of any such mills or works as aforesaid or any or either of them such owners lessees and occupiers or any or either of them may put the said gauge into good order repair and condition and recover from the Company the expense thereof with costs of suit or action in any court of competent jurisdiction.

For protection of Alyn Tin Plate Works &c.

49. Nothing in this Act contained shall be construed to affect diminish prejudice or alter in any manner whatsoever any right or claim to compensation which the owners lessees or occupiers of the Alyn Tin Plate Works may or would otherwise have owing to the loss of water which would otherwise flow into their reservoir from the Garth Brook if the works authorized by this Act were not constructed or which the owners lessees or occupiers of the Alyn Tin Plate Works the Alun Flour Mills and the Pentre Flour Mills would have or otherwise might have owing to the abstraction of the water from the Garth Brook or the River Alyn by means of any works authorized by this Act.

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Description of Works.

50. The works hereinbefore referred to and authorized by this Act will be wholly situate in the county of Flint and are as follows:

A Reservoir (No. 1) to be situate wholly in the parish of Cilcain and to be formed by means of an embankment in the Garth Valley across the stream called or known by the name of the Garth Brook which embankment will commence in the township of Maes-y-groes in the said parish of Cilcain in a field belonging or reputed to belong to the trustees under the marriage settlement of Lieutenant Colonel and Mrs. Cooke and in the occupation of the said Lieutenant Colonel Cooke and numbered 11 on the Ordnance Map and in the Book of Reference thereto as to the said township of Maes-y-groes in the said parish of Cilcain at a point one chain or thereabouts measured in an easterly direction along the southern boundary of such field from the south-west corner thereof and thence extending in an easterly direction for a length of five chains or thereabouts and thence extending in a northerly direction across the said Garth Valley for a length of eleven chains and terminating in the township of Trelan in the said parish of Cilcain in a field belonging or reputed to belong to the said trustees under the marriage settlement of the said Lieutenant Colonel and Mrs. Cooke and in the occupation of the said Lieutenant Colonel Cooke and numbered 435 on the Ordnance Map and in the Book of Reference thereto as to the said township of Trelan at a point measuring one chain or thereabouts in a southerly direction from the northern fence of such field and twenty-seven yards measured in a westerly direction from the eastern fence thereof The said Reservoir will extend from the said embankment at the point where it crosses the said Garth Brook for a distance of sixteen chains or thereabouts measured along the said Garth Brook in a westerly direction:

An aqueduct conduit or line of pipes (No. 2) commencing in the township of Maes-y-Groes in the said parish of Cilcain in a field numbered 184 on the Ordnance Map and in the Book of Reference thereto as to the said township of Maes-y-Groes at a point three chains or thereabouts measured in a northerly direction along the eastern fence from the south-eastern corner of such field and terminating in the said township of Maes-y-Groes in the said intended Reservoir (No. 1) in the south-eastern corner thereof in the hereinbefore mentioned field numbered 11 on the Ordnance Map and in the Book of Reference thereto as to the said township of Maes-y-Groes at a point four

chains or thereabouts measured in an easterly direction from the south-west corner of such field:

An aqueduct conduit or line of pipes (No. 3) situate wholly in the township of Trelan in the said parish of Cilcain commencing in a field belonging or reputed to belong to Mrs. Preston and in the occupation of Edward Adams and numbered 436 on the Ordnance Map and in the Book of Reference thereto as to the said township of Trelan at a point fifty yards or thereabouts measured in a northerly direction from the southern corner of such field and terminating in the north-eastern corner of the Reservoir (No. 1) in the hereinbefore mentioned field numbered 435 on the Ordnance Map and in the Book of Reference thereto as to the said township of Trelan at a point measuring three chains or thereabouts in a westerly direction from the eastern fence and two chains or thereabouts measured in a southerly direction from the northern fence of such field:

An aqueduct conduit or line of pipes (No. 4) commencing in the said township of Maes-y-groes in the hereinbefore mentioned field numbered 11 on the Ordnance Map and in the Book of Reference thereto as to the said township of Maes-y-groes from and out of the said intended Reservoir (No. 1) at or near a point in such field five chains or thereabouts measured in a northerly direction from the southern fence and seventy-three yards or thereabouts measured in a westerly direction from the eastern fence of such field and terminating in the township of Argoed in the parish of Mold in the south-western corner of the service Reservoir herein-mentioned (No. 5) in a field numbered 335 on the Ordnance Map and in the Book of Reference thereto as to the said township of Argoed:

A service Reservoir (No. 5) situate in the said township of Argoed in the north-west corner of a field belonging or reputed to belong to Edward Edwards and in the occupation of Peter and Robert Williams situate near Penbrigog Farm on the north side of and adioining the main road leading from Mold to Buckley and numbered 335 on the Ordnance Map and in the Book of Reference thereto as to the said township of Argoed:

An aqueduct conduit or line of pipes (No. 6) commencing from and out of the south-west corner of the said service Reservoir (No. 5) and terminating in the service Reservoir herein mentioned (No. 7) in the township and parish of Hawarden:

A service Reservoir (No. 7) situate in the township and parish of Hawarden in a croft or garden belonging or reputed to belong to William Henry Gladstone Esquire and in the occupation of Richard Fairbrother which croft or garden is numbered 74 on

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the Ordnance Plan and in the Book of Reference thereto as to the said township of Hawarden and is situate on the north side of the turnpike road leading from Hawarden to Chester near the point where that road intersects a public road called or known by the name of Moor Lane :

An aqueduct conduit or line of pipes (No. 8) commencing from and out of the said service Reservoir (No. 7) and terminating in the township of Saltney in the said parish of Hawarden in the public road leading from Sandycroft to the Sandycroft Foundry at a point in such road opposite to the south-western corner of Sandycroft Farmhouse :

An aqueduct conduit or line of pipes (No. 9) commencing in the said township of Saltney in the said parish of Hawarden by a junction with the herein-mentioned work (No. 8) at or near a point where the public road from Queen's Ferry to Saltney intersects the said public road called Moor Lane and terminating in the said township of Saltney in the said parish of Hawarden at a point in the main road leading from the Queen's Ferry Station on the Chester and Holyhead Railway to the Ferry at Queen's Ferry opposite the north-eastern corner of the Hawarden Castle Hotel :

An aqueduct conduit or line of pipes (No. 10) commencing by a junction with the said work (No. 6) in the said township of Argoed in the said parish of Mold in the main road at or near the south-east corner of the old toll-house known as Buckley Bar and terminating in the township of Pentrobin in the said parish of Hawarden in the main road called the Dirty Mile at or near the western face of the bridge which carries the Wrexham Mold and Connah's Quay Railway over that road :

An aqueduct conduit or line of pipes (No. 11) commencing at or near the cross in the town and parish of Mold by a junction with the said work (No. 4) and terminating in the township of Leeswood in the said parish of Mold in the north-western corner of the herein-mentioned service Reservoir (No. 12) :

A service Reservoir (No. 12) situate in the township of Leeswood in the said parish of Mold in the eastern end of a field belonging or reputed to belong to Philip Lloyd Fletcher and in the occupation of George Ingman and numbered 314 on the Ordnance Map and in the Book of Reference thereto as to the said township of Leeswood.

Power to deviate.

51. Except as in this Act otherwise provided the Company in constructing the waterworks by this Act authorized may deviate laterally from the lines thereof as shown on the deposited Plans to

the extent of the limits of lateral deviation marked or described in writing thereon and may deviate vertically from the levels shown on the deposited Sections to any extent not exceeding five feet upwards and ten feet downwards Provided always that the Company shall not in the exercise of the power of lateral deviation hereby given construct any embankment or retaining wall of any reservoir of a greater height above the general surface of the ground than that shown on the deposited Sections with respect to the corresponding embankment or wall and three feet in addition.

Power to stop up and divert Roads &c.

52. The Company may stop up and divert all roads and ways within the limits of deviation defined on the deposited Plans and which are shown thereon as intended to be so diverted and may appropriate for the purposes of this Act the sites of the roads and ways so stopped up so far as the same are bounded on both sides by lands of the Company.

Period for Compulsory Purchase of Lands.

53. 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 the Act.

Power to purchase Lands by Agreement.

54. The Company may for the purposes of their undertaking purchase take and hold (by agreement but not otherwise) in addition to the lands delineated on the deposited Plans and described in the deposited Book of Reference any land and hereditaments not exceeding in the whole twenty acres which the Company may from time to time require for the purposes of their works and undertaking. But the Company shall not erect buildings upon such lands other than offices residences for persons in their employ or such buildings and works as may be incident to or connected with their undertaking and the Company shall not manufacture gas or residual products except upon the lands described in the Second Schedule to this Act.

Power to take easements &c. by Agreement.

55. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege in over or affecting any such lands not being an easement right or privilege of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants or to such easements rights or privileges as aforesaid.

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Agreement with Land-owners as to Drainage.

56. The Company if they think fit may enter into agreements with the owner lessee or occupier of moor-lands within the water-sheds of the Company's Reservoirs who are authorized or empowered to make drains for the improvement of the same for the purpose of draining such lands or any of them in such manner and to such extent as such owner lessee or occupier and the Company may agree.

Period for Completion of Works.

57. If the waterworks authorized by this Act and shown on the deposited Plans are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed but nothing herein contained shall restrict the Company subject to the provisions of this Act from extending enlarging altering or removing any of their engines machinery mains pipes and other works from time to time as occasion requires for supplying water within the limits of this Act.

As to Mains crossing the works of a Railway or other Company.

58. If any difference shall arise between the Company and any railway canal or other company whose lands or works the Company have power to cross or interfere with in laying down repairing altering or enlarging their mains pipes conduits or other works from time to time for the purposes of meeting the demands for water within their district as to the mode of laying down repairing altering or enlarging such mains conduits pipes or other works or as to the facilities to be afforded for the same such difference shall (except as herein otherwise provided) be settled by an engineer to be appointed by the Board of Trade at the request of either Company and the provisions of the Companies Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall mutatis mutandis apply to such arbitration.

Company may sell spare Lands of Under-taking.

59. The Company may from time to time demise and also either before or after making any demise absolutely sell and dispose of to such persons and in such manner as the Company think fit any lands or works by this Act vested in them or acquired by them under this Act which they do not require for the purpose of their undertaking (subject nevertheless to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands) and on the sale by the Company of any lands or works they may reserve to themselves all or any part of the water or water rights or other easements belonging thereto and may make the sale subject to such other reservations special conditions restrictions and provisions with respect to use of water exercise of noxious

Reservation of Water Rights &c. on sale.

trades or discharge or deposit of manure sewage or other impure matter as they think fit.

Pressure.

60. Notwithstanding anything in the Waterworks Clauses Act 1847 contained or implied to the contrary it shall not be incumbent on the Company to supply water under any degree of pressure greater than that afforded from their respective reservoirs.

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

61. The Company shall on the application of any person who under the provisions of this Act or any Act incorporated herewith shall be entitled to demand a supply of water for domestic purposes furnish to such person a sufficient supply of water for domestic use at the following yearly rates (that is to say):

Where the gross estimated rental of the premises supplied does not exceed five pounds at a rate not exceeding seven shillings per annum:

Where such rental shall exceed five pounds and shall not exceed ten pounds a yearly rate not exceeding six pounds ten shillings per centum on such rental:

Where such rental shall exceed ten pounds and shall not exceed thirty pounds a yearly rate not exceeding six pounds five shillings per centum on such rental:

Where such rental shall exceed thirty pounds a yearly rate not exceeding six pounds per centum on such rental:

The gross estimated rental for the purposes of this section shall be ascertained by the valuation list in force at the time when the demand for the water rates is made or if there be no such list then in force by the last rate made for the relief of the poor Provided that the Company shall not be compelled to supply water to any person for a less period than six calendar months.

Rates for water-closets and baths.

62. The Company may charge in any one year in respect of every bath supplied with water in or belonging to any private dwelling-house a sum of ten shillings and in respect of any water-closet beyond the first a sum not exceeding five shillings and such sum may be received with and as part of or be recovered by the same means as the rate for supplying water for domestic purposes Provided always that for baths containing when filled for use a greater quantity of water than fifty gallons the Company may charge an increased rate in proportion to the size of such baths.

Protection against impurities and waste.

63. The Company shall not be compelled to supply with water any watercloset or bath or the apparatus cisterns or pipes connected therewith respectively unless the same be of such material and 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

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foul air or other noxious or impure matter into the mains or pipes of the Company and in case any person supplied by the Company shall neglect to keep such pipes cisterns or other apparatus in good repair it shall be lawful for the Company to cut off the pipe or turn off the water from the premises of such person until such pipes cisterns or other apparatus shall be repaired as the case may require and further the Company shall not be compelled to supply water for any bath which shall be so constructed as to contain when filled for use more than fifty gallons of water.

Water for other than domestic purposes.

64. The Company may supply any person with water for other than domestic purposes on such terms as he and the Company may agree on but notwithstanding any such agreement no such person shall be entitled to such a supply whenever and as long as the same would interfere with or unduly diminish the proper supply of water for domestic purposes under this Act. Every such agreement may be by virtue of this Act determined on one month's notice in writing.

Rates payable Quarterly in advance.

65. The rates for the supply of water for domestic purposes shall be payable in advance by equal quarterly payments on Lady Day Midsummer Day Michaelmas Day and Christmas Eve in every year.

Supply of Water by Meter.

66. The Company shall at the request of any consumer of water for purposes other than the purposes for or in respect of which the rates or charges are hereinbefore provided or limited or may at their own instance afford a supply of water by meter and may charge for such supply at rates not exceeding the following rates per one thousand gallons (that is to say):—

When the quarterly consumption of water shall not exceed fifty thousand gallons one shilling and sixpence:

When exceeding fifty thousand gallons one shilling and sixpence for the first fifty thousand gallons and one shilling for any further quantity consumed.

Power to sell or let Meters &c.

67. The Company may from time to time sell let or otherwise dispose of meters pipes and other apparatus fittings appliances and conveniences for the proper distribution and measuring of water for such remuneration and upon such terms (pecuniary or otherwise) as may be agreed upon between the Company and the persons supplied by them.

Regulations for preventing waste &c. of Water.

68. The Company may from time to time make regulations for the purpose of preventing the waste misuse or contamination of water as to the size nature materials workmanship and strength of pipes cocks ferrules valves soil-pans closets baths cisterns and other

apparatus receptacles fittings or appliances to be used and forbid any arrangements and the use of the several things before mentioned or any or either of them which may lead to such waste misuse or contamination.

Confirmation of Regulations.

69. No such regulations shall be of any force or effect except within the district which the Company is bound to supply with water under constant pressure and unless and until the same shall have been submitted to and confirmed by the Local Government Board which Board is hereby empowered to confirm the same And no such regulations shall be confirmed until after the expiration of ten days after 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 every sanitary authority within the limit of the supply and any such authority may within the said period of ten days make such representation with reference thereto to the Local Government Board as such authority shall think expedient.

Regulations subject to provisions of Public Health Act 1875.

70. All such regulations shall be subject to the provisions contained in sections 182 to 186 both inclusive of the Public Health Act 1875 and all penalties imposed for the breach of any such regulations shall be recoverable in manner provided by that Act for the recovery of penalties as if the Company were a local authority and the aforesaid regulations were bye-laws within the meaning of those sections and the secretary of the Company were the clerk of the local authority.

Publication of Regulations.

71. All such regulations in force for the time being shall be published by a copy thereof being kept at the office of the Company 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.

Evidence of Regulations.

72. A printed copy of any such regulations as aforesaid dated and purporting to be made as aforesaid 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.

For enforcing Regulations.

73. In case of failure of any person to observe such regulations as are for the time being in force the Company may (notwithstanding any contract or otherwise) if they think fit after forty-eight hours' notice in writing enter and by and under the direction of

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their duly authorized officer repair replace or alter any pipe valve cock cistern bath soil-pan watercloset or other apparatus or receptacle fittings or appliances belonging to or used by any person supplied by them 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 the Company summarily.

Disputes to be determined by Justices.

74. In the event of any dispute between the Company and any person as to the fact or extent of any alleged non-compliance with any such regulations such dispute shall be referred to the determination of two justices whose decision thereon and as to the amount of costs (if any) of or incident to such dispute and the determination thereof and as to the persons by whom such costs are to be paid shall be final and conclusive.

Power to Company to agree for supplies of Water for other than domestic purposes.

75. Subject to the provisions of this Act the Company may from time to time enter into and carry into effect such contracts and arrangements with any corporation local board urban or sanitary authority or other local authority and the trustees of any turnpike or other road or any highway board or any railway company or any other corporation body or person within or without the limits of this Act with respect to the supply of water in bulk except within the limits of the Wrexham Waterworks Acts 1874 and 1880 and the limits of the water supply of the Chester Waterworks Company as defined by the Chester Waterworks Act 1857 and upon a plan referred to in that Act as the Company think fit and every such contract or arrangement may be for such period and on such terms pecuniary or otherwise and conditions as the Company think fit and they may from time to time by agreement vary or rescind any such contract or arrangement.

Domestic supply within limits of Act not to be interfered with by supply for other purposes.

76. Notwithstanding anything in this Act contained the Company shall not supply water to any such corporation body or person beyond the limits for the supply of water by this Act authorized if and so long as the affording such supply would prevent the Company from giving a full and efficient supply for domestic purposes within the limits of this Act.

Entry on Premises to cut off supply in certain cases.

77. In all cases in which the Company are by this Act or by the Acts incorporated herewith authorized to cut off or to turn off water from any premises the Company their agents and workmen (after giving notice to the owner or occupier as hereinafter provided) may enter into such premises between the hours of nine in the forenoon and four in the afternoon for the purpose of cutting off

any pipe by which the water of the Company shall be supplied to such premises.

Mode of giving Notice.

78. 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 the 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 and 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 place of abode and posted 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 purposes of this section any person receiving the rent of such premises either on his own account or as agent for any other person shall be deemed to be the owner of such premises.

Service Pipes.

79. All fittings connected with any service-pipe to communicate with the mains and pipes of the Company which shall be provided by any person shall be placed and removed under the superintendence of the Company and at the expense of such person.

Power to remove Meters and Fittings

80. The Company may after forty-eight hours' notice in writing under the hand of the secretary or some other officer of the Company to the occupier or if there be no occupier then to the owner or lessee of any buildings or lands in which any pipe meter apparatus or fitting belonging to the Company is laid or fixed and through or in which the supply of water is from any cause other than the default of the Company discontinued for not less than forty-eight consecutive hours enter such buildings or lands between the hours of nine in the morning and four in the afternoon or at any other time with the authority in writing of a justice for the purpose of removing and may remove every such pipe meter apparatus or fitting belonging to the Company repairing all damage caused by such entry and removal and every notice required by this section shall be served by being delivered to the person for whom it is intended or left at his usual or last-known place of abode or

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business in England or if such person or his usual place of abode or business in England be not known to the Company after due inquiry then by being affixed on some conspicuous part of such buildings or lands.

Notice to the Company of putting up Meters &c.

81. Before any person connects or disconnects any meter through which any water of the Company is intended to be or has been registered he shall give not less than twenty-four hours' notice in writing to the Company of his intention so to do and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings.

Repair of Meters.

82. Every consumer of the water of the Company shall at all times at his own expense keep all meters belonging to him whereby any water of the Company is registered in proper order for correctly registering such water in default whereof the Company may cease to supply water through such meters and the Company shall at all reasonable times have access to and be at liberty to take off remove test inspect and replace any meter belonging to a consumer such taking off removal testing and inspecting to be done at the expense of the Company if the meter be found in proper order but otherwise at the expense of the consumer.

Register of Meter to be primâ facie evidence.

83. The register of the meter when in proper working order shall be primâ facie evidence of the quantity of water consumed by any person in respect of which any water rate or rent is charged and sought to be recovered by the Company.

Company not bound to supply Water in certain cases.

84. 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.

Fraudulently injuring Meters &c.

85. If any person wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter apparatus or fitting belonging to the Company or fraudulently alters the index to any meter or fraudulently prevents any index from duly registering the quantity of water supplied he shall (without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender) for every such offence be liable to a penalty not exceeding five pounds and the Company may in addition thereto recover the amount of any damages sustained by them and the Company may also discontinue the supply of water to the persons so offending until the injury is remedied and the amount of damages is paid notwithstanding any contract previously existing and the existence of artificial means for causing such alteration or

prevention when such pipe or meter apparatus or fitting is under the custody or control of the consumer shall be primâ facie evidence that the same has been fraudulently caused by the consumer using such pipe meter apparatus or fitting.

For preventing frauds and waste of Water.

86. If and whenever any person supplied with water under this Act wilfully does or causes to be done anything in contravention of any of the provisions of this Act or wilfully fails to do anything which under this Act ought to be done for the prevention of waste misuse or undue consumption of water the Company may recover in any court of competent jurisdiction from every 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 such cases.

Power to Company to supply Materials &c.

87. The Company may if requested by any person supplied or to be supplied with water by them furnish to him and from time to time repair or alter any such meters pipes valves cocks balls soil-pans waterclosets apparatus receptacles and fittings as are required in connection with such supply and may provide all materials and do all work necessary and proper in that behalf and the cost of providing such materials and executing such work shall be paid by the person requiring the same.

Incoming Tenant not liable for arrears.

88. The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of water rate or rent or meter rent left unpaid by any former tenant unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Where part of a Dwelling-house supplied Water Rate to be paid for the whole.

89. The Company shall not be bound 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 be paid for the whole of such dwelling-house and premises for a period of twelve calendar months.

Supply of Water to Tenements in a row.

90. Where there are several tenements in a row no tenant or occupier of any one of the tenements nor any person on his behalf shall take or use the water laid on by the Company to any other such tenement unless the tenant or occupier be in respect of the tenement occupied by him rated under this Act for a supply of water and every person so taking or using water or allowing the same to be used contrary to the provisions of this Act shall for every such offence forfeit and pay to the Company any sum not exceeding five pounds.

The Company not bound to

91. The Company shall not be bound to supply more than one house by means of the same pipe but they may if they think fit

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require that a separate pipe be laid into each house supplied by them with water.

supply several Houses by one Pipe.

Recovery of Sums due.

92. If any person fails to pay any water rent meter rent or rate due to or recoverable by the Company under this Act then if the amount thereof be not bonâ fide disputed the same may be levied by distress (the person in default being first duly summoned) and any justice may issue his warrant accordingly and the remedies of the Company under this section shall be in addition to their other remedies for recovery of any such rent or rate.

Notice of discontinuance.

93. A notice to the Company from a consumer for the 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 for Water Rent no disqualification to Justices &c.

94. A justice or 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 under this Act.

Costs of Distress.

95. 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 such case such costs shall be ascertained by the justice and shall be included in the warrant of distress.

Penalties not cumulative.

96. 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 wholly or partially incorporated herewith shall be deemed several Acts.

Authentication of Notices &c.

97. Any summons warrant demand or notice or other such document to be issued or given for any of the purposes of this Act may be in writing or print or partly in writing and partly in print and if the same require authentication by the Company the signature thereof by the secretary of the Company shall be a sufficient authentication.

Contents of Summons.

98. 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 names and several sums.

Application of Penalties.

99. Every penalty imposed by this Act or any Act incorporated herewith shall (except when otherwise expressly provided and except when the Company shall be the party by whom the penalty has to be paid) be paid to the Company.

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For protection of London and North Western Railway Company.

100. In constructing and maintaining the aqueduct conduit or main pipe No. 4 where it will cross the Mold and Denbigh Railway of the London and North Western Railway Company (hereinafter in this section called "the North Western Company") and the aqueducts conduits or main pipes Nos. 8 and 9 where they will cross that Company's Chester and Holyhead Railway and the aqueduct conduit or main pipe No. 11 where it will cross that Company's Mold and Tryddyn Railway and any mains pipes or other works crossing or affecting any of the railways belonging to the North Western Company or any of the works thereof respectively or any lands belonging to or used by that Company in connection with such railways or the works thereof the Company shall observe perform and be bound by the following provisions stipulations and conditions (namely) :—

(1) The said aqueducts conduits or lines of pipes Nos. 4 8 9 and 11 shall be carried over under or across the said railways and property of the North Western Company unless otherwise agreed between the North Western Company and the Company in the course and according to the lines and levels thereof as shown on the deposited Plans and Sections and in so carrying the same across the said respective railways and approaches and in laying down any other mains or pipes or in executing any other works under or in exercise of the powers conferred by this Act across in close proximity to or in any way affecting those railways or any of the bridges approaches or other works thereof or any lands or property belonging to or used or occupied by the North Western Company as also in effecting the maintenance repairs and renewals of all such mains pipes or other works the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the North Western Company and according to plans to be submitted to and approved by him before any such works are commenced and all such works shall be executed by and in all things at the expense of the Company and so as not to cause any injury to any such railways bridges approaches works lands or property or interruption to the passage or conduct of the traffic over any such railways or at any station thereof and if any such injury shall arise to any such railways bridges approaches works lands or property or interruption to such traffic the Company shall make full compensation to the North Western Company in respect of such injury or interruption the amount of such compensation to be recoverable by the North Western Company from the Company together with full costs

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by all and the same means as any simple contract debt is recoverable:

(2) The said aqueducts conduits or lines of pipes Nos. 4 8 9 and 11 shall be carried over under or across the said railways and property of the North Western Company by mains or pipes which for the entire length of such crossing over or under the existing rails and for twenty-five feet on each side thereof shall be of such materials dimensions quality and thickness as the principal engineer of the North Western Company shall in writing reasonably approve and as regards the said crossings of the Chester and Holyhead Railway and the Mold and Tryddyn Railway by the aqueducts conduits or lines of pipes Nos. 9 and 11 the same shall be carried under the railways along the centre of the roadway in each case:

(3) The said aqueduct conduit or line of pipes No. 8 where it will cross the Chester and Holyhead Railway on the level and for fifteen feet on either side thereof shall be laid and carried by means of a walled passage or culvert to be constructed and maintained by the Company of such height and width as shall admit of such conduit or pipe being examined and repaired without interfering with or disturbing the railway or any of the works thereof:

(4) The said aqueducts conduits or lines of pipes and all other works which may be executed by the Company across in close proximity to or in any way affecting the said railways bridges approaches works lands or property shall be maintained and renewed by them who shall also make good and repair the roads over any such bridges and approaches which may be disturbed or interfered with by or owing to any operations of the Company and in case they shall fail to execute such maintenance repairs and renewals the North Western Company may make and do in and upon as well their own lands as in and upon the lands or other property of the Company all such works and things as the North Western Company may reasonably think requisite in that behalf and the sum certified by such engineer to be the reasonable amount of such their expenditure shall be repaid to the North Western Company by the Company and in case of non-payment may be recovered from them in manner aforesaid together with full costs:

(5) If by reason of any works or proceedings of the Company or of their contractors or of their workmen or the failure leakage or bursting of any works or pipes of the Company the said railways or any of the works thereof shall be injured or damaged such injury or damage shall be forthwith made good

by the Company at their expense and to the reasonable satisfaction of such engineer and in the event of their failing so to do the North Western Company may make good the same and recover in manner aforesaid the reasonable expense thereof from the Company with full costs and if any interruption shall be caused to the traffic of the said railways by reason of any works of the Company or of any such failure leakage or bursting as aforesaid the Company shall pay to the North Western Company all losses costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruptions the amounts thereof respectively to be recoverable by the North Western Company from the Company in manner aforesaid with full costs :

(6) When the works for the effecting the said crossings of the said mains pipes or of any other works to be executed by the Company across in close proximity to or in any way affecting the said railways bridges approaches works lands or property as also for the maintenance repairs or renewals of any such works shall be commenced they shall be proceeded with executed and completed with all such despatch as such engineer shall in his discretion consider a fair and reasonable time for effecting the same and on the failure of the Company to proceed with execute and complete such respective works within such time or times as such engineer may in writing prescribe and notice of the time so prescribed having been given to the Company the North Western Company may if they think fit themselves and at the cost in all things of the Company provide the labour and such materials as they may find to be necessary for and proceed with execute and complete such respective works and recover from the Company in manner aforesaid their expenditure in that behalf and incidental thereto according to the amount thereof certified in writing by such engineer together with full costs :

(7) With respect to the said crossing of the Chester and Holyhead Railway by aqueduct conduit or line of pipes No. 8 all works for effecting the same and the maintenance repairs and renewals thereof shall be carried on only at and within such time or times whether by day or night as such engineer shall in writing prescribe and instead of the Company effecting any of such works whether for the construction or maintenance repairs or renewals of the said crossing the North Western Company may if they shall so think fit themselves execute such respective works and at the cost in all things of the Company

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in manner aforesaid together with full costs but the Company shall if the North Western Company shall so require pay in advance to the North Western Company the costs of constructing in the first instance the said crossing according to the amount of such costs as estimated by such engineer and on the completion thereof as certified by such engineer the North Western Company shall repay to the Company or the Company shall pay to the North Western Company as the case may be any excess or deficiency in the total amount of such costs certified as aforesaid:

(8) If and so often as the North Western Company shall require to repair the road at such level crossing or to repair widen enlarge or alter any of the said bridges and approaches along the roads over which the said main pipe or any other mains or pipes of the Company may be laid and for effecting any of such purposes shall find it necessary to divert or take up and remove wholly or in part the said main pipe or other mains or pipes at such crossing and to cut off or stop the supply of water passing through the same they may be at liberty so to do but only for so long as they shall find to be absolutely necessary they replacing such main pipe or other mains or pipes and without being liable to any claims for compensation losses damages or costs for such cutting off or stoppage of the supply of water Provided however that in each and every such case the North Western Company shall prior to interfering with any main or pipe give the Company sufficient notice to enable them to provide a substituted service either temporarily or permanently as the case may require for which purpose the North Western Company shall afford the Company all facilities.

For protection of London and North Western and Great Western Companies.

101. In laying down or executing or in effecting the repairs or renewals of any mains pipes or other works in the exercise of the powers contained in this Act upon across over under or in any way affecting the lands or property now or hereafter belonging to or used or occupied by the London and North Western and Great Western Railway Companies jointly (in this section referred to as "the Railway Companies") or the bridges approaches viaducts stations or other works or any level crossings over the railways of the Railway Companies the same shall be done under the superintendence and to the reasonable satisfaction of the engineer of the Railway Companies and only according to such plans and in such manner as shall be submitted to and as shall be previously reasonably approved by him and by and at the expense of the Company who also shall restore and make good the roads over any

bridges level crossings and approaches which the Railway Companies are or may be liable to maintain and which may be disturbed or interfered with by or owing to any operations of the Company and all such works and operations and all such matters incidental thereto shall be constructed executed and done so as not to cause any injury to such railways bridges level crossings approaches viaducts stations works lands or property or interruption to the passage or conduct of traffic over such railways or at any station thereon and if any such injury or interruption shall arise from or in any way be owing to any of the works operations and matters aforesaid or the bursting leakage or failure of any such mains pipes or works the Company shall make compensation to the Railway Companies in respect thereof the amount of such compensation together with full costs to be recoverable by the Railway Companies from the Company by all and the same means as any simple contract debt is recoverable :

Provided always that in cases of emergency the Company may commence such works as may be necessary for the maintenance or repair of any works of the Company and shall submit such plans and obtain the approval thereto of the engineer of the Railway Companies and otherwise comply with the provisions of this section as aforesaid as soon thereafter as practicable :

Any dispute or difference between the Railway Companies and the Company under this section shall be determined by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 and for the purposes of any such arbitration the Company shall be deemed to be a railway company.

Expenses of Act.

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

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FIRST SCHEDULE.

Articles of Agreement made the Nineteenth day of April One thousand eight hundred and eighty-three between Henry Enfield Taylor of Aston Hall in the parish of Hawarden in the county of Flint gentleman and William Brown of Curzon Park in the city of Chester Esquire being two of the Promoters of a Bill now pending before Parliament intituled "An Act for "incorporating the Hawarden and District Waterworks Com- "pany and for conferring Powers on that Company; and for "other purposes" (hereinafter referred to as "the Bill") on behalf of the Company so proposed to be incorporated (hereinafter referred to as "the Hawarden Company") of the one part and the Mold Gas and Water Company (hereinafter referred to as "the Mold Company") of the other part.

WHEREAS the Mold Company was incorporated by the Mold Gas and Water Act 1867 and authorized to supply Gas and Water in the townships and places included in the limits of that Act And whereas the share capital of the Mold Company is Twelve thousand pounds divided into One thousand two hundred shares of Ten pounds each all of which have been subscribed and fully paid up and they have borrowed and owe on debentures a sum of One thousand six hundred and eighty pounds And whereas the Promoters have agreed with the Mold Company for the sale (subject to the sanction of Parliament) of their Gas and Water Undertaking and property to the Hawarden Company on the terms hereinafter mentioned Now these presents witness and it is hereby mutually agreed as follows (that is to say):—

1. The Mold Company shall sell and the Hawarden Company shall purchase the Gas and Water Undertaking of and all works mains pipes and other plant and property real and personal of every description belonging to the Mold Company with all their rights and privileges hereinafter collectively referred to as the Undertaking of the Mold Company as the same shall stand on the day of completion as hereinafter defined on and subject to the terms conditions and exceptions following (that is to say)—

(i) The Mold Company shall retain all cash in hand and all moneys at their bankers or standing to the credit of any reserve depreciation or other fund and shall collect and receive to their own use all rates rents and charges and all other sums of money which shall be due or accruing due to them on account of the supply of Water or Gas including the income arising from the sale of residuals up to and including the day of completion as hereinafter defined and the Mold Company shall pay and discharge all outgoings of every description and indemnify the Hawarden Company therefrom and maintain their Undertaking in its present state of repair up to and including that day:

(ii) The Mold Company shall be entitled to retain all the registers transfer and other books and dividend lists and other documents and papers relating to the management of that Company:

(iii) The Mold Company shall retain all rights and powers relating or incident to their capital or revenue or to their corporate status as a Company:

(iv) The Hawarden Company will accept and take over the Undertaking of the Mold Company under the same title as the same is now held by the Mold Company.

2. The consideration for such purchase and sale shall be—

(a) The payment in cash by the Hawarden Company to the Mold Company of Fifteen thousand six hundred pounds representing the aggregate amount of the paid-up shares in the capital of the Mold Company with a bonus of Three pounds per share:

(b) The payment in cash by the Hawarden Company to the Mold Company of One thousand six hundred and eighty pounds representing the amount of the present debenture debt of the Mold Company together with such further sums as may be expended for necessary works on capital account by the Mold Company not exceeding the sum of Three hundred and twenty pounds:

(c) The payment in cash by the Hawarden Company to the Mold Company of the value of the stock of coal cannel coke gas gas fittings meters tar and ammoniacal liquor and other such like articles on the premises on the day of completion at a price to be agreed upon or in case of difference to be settled by arbitration but not to exceed One hundred pounds.

3. The purchase shall be completed on the Thirtieth day of June One thousand eight hundred and eighty-four at the office of the Mold Company and the transfer of the Undertaking of the Mold Company shall be effected by a deed of transfer which shall be executed by the Hawarden Company and the Mold Company respectively on or before the day of completion of the purchase (in this Agreement referred to as the day of completion).

4. Possession of the said Undertaking works plant and property shall be given by the Mold Company to the Hawarden Company on the day of completion and on payment of the purchase-money.

5. All the costs charges and expenses properly incurred by the Mold Company in or as incidental to the negotiation for the said purchase and sale the preparation and execution of this Agreement and of any conveyance assignment or other deed or instrument for effecting the proposed sale and transfer and in and as incidental to watching the Bill in Committee by the solicitors or agents of the Mold Company the presentation of Petitions or otherwise in relation to the Bill shall be borne paid and discharged by the Hawarden Company.

6. This Agreement is in all things subject to and conditional on its confirmation by the Bill when passed into law and in case of the failure of the Bill from any cause to pass into law or to confirm this Agreement then and in such case this Agreement shall be void and of no effect Moreover if this Agreement shall be materially altered by Parliament or if the clauses of the Bill or any of them shall not be satisfactory to the Mold Company then the Mold Company may by written notice served on the Promoters at any time before the Bill becomes

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law withdraw from and abandon this Agreement and thereupon all parties shall be remitted to their original positions as if this Agreement had not been made.

7. Until the completion of the purchase the Mold Company may with the consent in writing of the Hawarden Company under the hands of Three directors and at the expense of the Hawarden Company make all such extensions of and additions to their works and plant as they in their discretion shall consider proper and sufficient for the due carrying on as heretofore and development of their business but so as not to expend more than the sum of Five hundred pounds in addition to the before-mentioned sum of Three hundred and twenty pounds and shall keep proper and sufficient accounts and vouchers of all such expenditure as they would have done if this Agreement had not been made.

8. Every question or difference that may arise between the parties hereto as to the construction or meaning of these Articles or as to the performance and carrying out of the same by either party or as to any other matter arising out of or connected with the subject-matter of these Articles shall be referred to arbitration and all the provisions of the Common Law Procedure Act 1854 with respect to arbitration and award shall apply to any such arbitration as fully as if they had been expressly contained herein.

9. An arbitrator arbitrators or umpire appointed as aforesaid shall have and may exercise on any arbitration under this Agreement all the powers as to examination of witnesses and books proceeding ex parte awarding as to the costs of the reference and award and otherwise which are usually given to arbitrators appointed by order of the High Court of Justice or any division or judge thereof.

In witness whereof the parties hereto of the one part have hereunto set their hands and seals and the Mold Company hath hereunto affixed its Common Seal the day and year first before written.

Signed sealed and delivered by the said parties hereto of the one part in the presence of } H. E. TAYLOR. L.S.

H. MARS B. DAVIES,
Clerk with Mr. EVAN MORRIS,
Solicitor,
Wrexham.

WM. BROWN. L.S.

Sealed with the Common Seal of the Mold Company in the presence of

Seal of the Mold Gas and Water Company.

GEORGE BELLIS,
Chairman of the Mold Company.

SECOND SCHEDULE.

SCHEDULE of Lands referred to in the foregoing Act being the Schedule annexed to the Mold Gas and Water Act, 1867.

A.—Certain lands (hereinafter referred to as "the Site of the existing "Works") on which the gasworks of the existing Company now stand situate in the township of Broncoed in the parish of Mold aforesaid bounded towards the north by the public carriage-road leading from the Mold and Wrexham turnpike-road at or near the Glanrafon Brewery to Pentre towards the south by the land and premises hereinafter referred to as "New Site C" towards the east by the land hereinafter referred to as "New Site B" and towards the west by the land hereinafter referred to as "New Site D."

B.—A piece of land (herein referred to as "New Site B") part of which is used as an occupation road and which is situate in the said township of Broncoed and is bounded towards the north by the public carriage-road above mentioned towards the south by lands in the occupation of William Southall towards the east or south-east by a private Branch Railway belonging to the said William Southall and towards the west as to part by the site of the existing Works, and as to the remainder by the land next hereinafter described.

C.—A piece of land (herein referred to as "New Site C") of which part is occupied by a cottage and outbuildings and the remainder is garden ground and which is situate in the said township of Broncoed and is bounded towards the north by the site of the existing Works towards the south by lands in the occupation of William Southall towards the east by the New Site B and towards the west by the piece of land next hereinafter described.

D.—A piece of land (herein referred to as "New Site D") in the said township of Broncoed bounded towards the north by the public carriage-road above mentioned towards the south by an imaginary line drawn in direct extension towards the west for a distance of Ninety-five yards or thereabouts of the southern boundary of the New Site C towards the east as to part by the site of the existing Works and as to the remainder by the New Site C and towards the west by an imaginary line drawn from the western end of and at right angles to the southern boundary of the New Site D now describing to the public carriage-road above mentioned.

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