CHAPTER cxiv.

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An Act to empower the Mountain Ash Local Board to construct Gas and Water Works and to supply Gas and Water within their district to purchase certain existing Gas and Water Works and the Workman's Hall Mountain Ash to transfer the St. Margaret's Burial Ground to the Local Board and for other purposes. [25th June 1886.]

WHEREAS the Local Board for the district of Mountain Ash in the county of Glamorgan (herein-after called the Local Board) is the urban sanitary authority for that district under the Public Health Act 1875:

And whereas the present population of the said district is very considerable and is rapidly increasing and in important parts of the district there is no supply of gas or water and in other parts thereof the supply of gas and water is insufficient and defective in quantity and quality and is in other respects unsatisfactory and such supplies are not now afforded under parliamentary or other adequate sanction or control:

And whereas it is expedient in the interests of the inhabitants to place the supply of gas and water within the district in the hands of the Local Board and to empower them to construct gas and water works and to supply gas and water as by this Act authorised and to exercise such other powers in that behalf as are in this Act contained:

And whereas a part of the said district is now supplied or partly supplied with water by the Penrikyber Gas and Water Company Limited (herein-after called the Penrikyber Company) and another part of the district is supplied or partly supplied with gas and water by a colliery company called Nixon's Navigation Company Limited (herein-after called Nixon's Company):

And whereas the Penrikyber Company and Nixon's Company respectively and the Local Board have entered into agreements copies whereof are set forth in the Second Third and Fourth Schedules to this Act for the sale and transfer by those companies

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respectively to the Local Board of the water undertakings works property rights and powers of the Penrikyber Company and Nixon's Company respectively and of a portion of the gas undertaking works property and rights of Nixon's Company and it is expedient that the said several agreements be confirmed and that provisions such as are in this Act contained should be made in relation thereto and for the winding up of the affairs and the dissolution of the Penrikyber Company:

And whereas in the year 1865 a burial board was by virtue of the Burial Acts appointed for the consolidated chapelry of Saint Margaret's Aberdare in the county of Glamorgan and such burial board have provided a cemetery or burial ground with the necessary chapels mortuary and other buildings:

And whereas the said burial board have borrowed and now owe on mortgage the sum of 1,020*l.*:

And whereas the Local Board and the burial board have agreed for the transfer of the said cemetery or burial ground and all other the property real and personal and the rights powers privileges and duties of the burial board to and the vesting the same in the Local Board upon their taking upon themselves the obligations and duties of the burial board and it is expedient that such transfer and vesting should be sanctioned and carried into effect as in this Act provided and that the burial board be dissolved:

And whereas in the year 1883 a company called the Mountain Ash Workman's Hall Company Limited (herein-after called the Hall Company) was formed and duly registered under the Joint Stock Companies Acts for the purpose of acquiring or providing a public hall at Mountain Ash and the Hall Company have provided and fitted up a public hall and other buildings connected therewith at Mountain Ash which is called or known as the Workman's Hall:

And whereas the said hall and the buildings connected therewith are well suited for the general purposes of a town hall and for the public offices of the Local Board and the Hall Company and the Local Board have entered into an agreement a copy whereof is set forth in the Fifth Schedule to this Act for the sale and transfer by the Hall Company to the Local Board of the said hall and the buildings connected therewith and it is expedient that the said agreement be confirmed and that provisions such as are in this Act contained be made for the winding up of the affairs and the dissolution of the Hall Company:

And whereas estimates have been prepared by the Local Board showing that in addition to the purchase and other moneys which will be required for the acquisition of Nixon's Company's water undertaking and of the portion of that company's gas undertaking

to be purchased by the Local Board the Local Board may from time to time require to borrow sums of money to be applied for other the purposes of this Act and such estimates are as follows namely :—

	£
For waterworks including the purchase of the Penrikyber Company's water undertaking -	21,287
For gasworks - - - - -	14,000
For working capital for gas and water undertakings - - - - -	1,000
For the Workman's Hall - - -	2,000
	£38,287

And whereas such waterworks gasworks and Workman's Hall are permanent works within the meaning of the 234th section of the Public Health Act 1875 and it is expedient that the Local Board should be authorised to borrow money for those purposes :

And whereas an absolute majority of the whole number of the Local Board at a meeting held on the second day of November 1885 after ten clear days notice by public advertisement of such meeting and of the purpose thereof in the "South Wales Daily News" a local newspaper published or circulating in the said district of Mountain Ash such notice being in addition to the ordinary notices required for summoning such meeting resolved that the expense in relation to promoting the Bill for this Act should be charged on the general district rates :

And whereas such resolution was published twice in the said "South Wales Daily News" and has in respect of matters within the jurisdiction of the Local Government Board received the approval of such Board and in respect of other matters the approval of one of Her Majesty's Secretaries of State :

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the Local Board at a further special meeting of the said Local Board held in pursuance of a similar notice on the eleventh day of January 1886 being not less than fourteen days after the deposit of the said Bill in Parliament :

And whereas the owners and ratepayers of the said district of Mountain Ash by a resolution passed in manner provided by Schedule III. annexed to the Public Health Act 1875 with respect to the passing of resolutions of owners and ratepayers under that Act consented to the promotion of the Bill for this Act :

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And whereas plans of the lands which by this Act the Local Board are authorised to purchase by compulsion for gasworks purposes and plans and sections of the waterworks by this Act authorised showing the lines situation and levels thereof and a book of reference to such plans respectively containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands respectively have been deposited with the clerk of the peace for the county of Glamorgan and are in this Act referred to as the deposited plans sections and book of reference:

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

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

PART I.

Preliminary.

Short title.

1. This Act may be cited for all purposes as the Mountain Ash Local Board Act 1886.

Interpretation.

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

The terms "the district fund" and "the general district rates" shall mean respectively the district fund and general district rates for the district of Mountain Ash.

The term "property" shall in addition to its ordinary meaning mean things in action and rights of action.

The term "water undertaking" shall mean the water undertaking of the Local Board as constituted by this Act.

The term "gas undertaking" shall mean the gas undertaking of the Local Board as constituted by this Act.

The terms "gas limits" and "water limits" shall respectively mean the limits defined by this Act for the supply of gas and water.

The term "*superior courts*" or "court of competent jurisdiction" or any other like expression in this Act or any Acts incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a common

simple contract debt and not a debt or demand created by statute.

Incorporation of Acts.

3. The following enactments namely:

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 in this Act referred to as the Lands Clauses Acts;

The Waterworks Clauses Act 1847 (except the provisions thereof with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit);

The Waterworks Clauses Act 1863;

The Gasworks Clauses Act 1847 (except the provisions thereof with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their benefit);

The Gasworks Clauses Act 1871;

so far as the same respectively are applicable to the purposes of and are not inconsistent with the provisions of this Act are hereby incorporated with and form part of this Act.

Limits of Act.

4. The limits of this Act for the supply of gas and water respectively shall be so much and such parts of the parishes of Aberdare and Llanwonno respectively both in the county of Glamorgan as are comprised within the district of the Local Board.

Act to be executed by Local Board

5. This Act shall be executed by the Local Board with the powers and indemnities and according to the provisions of the Public Health Act 1875 as amended by the Public Health Act 1875 (Support of Sewers) Amendment Act 1883 and that Act shall in relation to the Local Board and the several objects and purposes of this Act be read and construed as if the purposes and provisions of this Act were purposes and provisions of the Public Health Act 1875 so far as the same shall be applicable thereto and except so far as any of the provisions of the said Act are expressly varied or otherwise provided for by this Act.

Local Board may appoint committees.

6. For more conveniently carrying this Act into execution the Local Board may from time to time appoint committees to be called "the gas committee" and "the water committee" or a committee to be called "the gas and water committee" and may also from time to time appoint a committee to be called "the burial board committee." Each such committee shall consist of such number of members of the Local Board as the Local Board shall think fit and the Local Board may grant to such committees or committee power on behalf of the Local Board to do any Acts which the Local Board could lawfully do under the provisions of this Act and which they shall from time to time think proper to entrust to

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them except the borrowing of moneys and the making of rates. Such committees or committee may meet from time to time and may adjourn from place to place as they think proper for carrying into effect the purposes of their appointment respectively and such committees or committee shall not exercise the powers entrusted to them except at a meeting at which there shall be present the quorum to be fixed for that purpose by the Local Board and at all meetings of any such committee one of the members present shall be appointed chairman and all questions at any meeting of any such committee shall be determined by a majority of votes of the members present and in case of an equal division of votes the chairman shall have a casting vote in addition to his vote as a member of the committee: Provided that all proceedings of any such committee shall as soon as conveniently may be be submitted for the approval of the Local Board.

PART II.

Gas.

Power to purchase lands.

7. For the purposes of the gasworks and supply of gas by this Act authorised the Local Board may enter upon purchase take hold and use the lands respectively shown on the deposited plans and therein called "gasworks site A and land to be taken for gas main" and "gasworks site B and roadway" and severally described in the deposited book of reference. The prescribed period for the purposes of section 127 of the Lands Clauses Consolidation Act 1845 shall be ten years from the date of the purchase of the said lands.

Period for compulsory purchase of lands for gas purposes.

8. The powers of the Local Board for the compulsory purchase of lands for the purposes of this part of the Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to erect and maintain gas-works.

9. The Local Board may from time to time in or upon the lands (A) and (B) described in the First Schedule to this Act annexed or any part thereof erect make maintain enlarge alter improve extend and renew or discontinue gasworks buildings retorts gasometers engines machinery and other works for the manufacture and storage of gas and works for the manufacture of chemicals and for the conversion or utilisation and distribution of materials used in and about the manufacture of gas and of residual products resulting from such manufacture with all necessary buildings sewers drains lay-byes sidings approaches roadways tramways and conveniences and may upon such lands respectively do all such acts as they think proper for manufacturing and storing gas and for supplying gas within the limits of this Act and may convert manufacture sell and

dispose of coke coal-tar pitch asphaltum ammoniacal liquor oil and other refuse or residual products arising remaining produced by or obtained from the manufacture of gas or the materials used therein and may manufacture and sell such articles as can be produced from or by means of the several matters and things aforesaid.

Power to lay pipes against buildings.

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

Limiting price of gas.

11. The price to be charged by the Local Board for gas supplied by them to persons who shall burn the same by meter shall not at any time exceed the sum of four shillings and sixpence per 1,000 cubic feet.

Pressure of gas.

12. All gas supplied by the Local Board to any consumer of gas shall be supplied at such pressure as to balance a column of water from sunrise to sunset of not less than six tenths of an inch and from sunset to midnight of 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 provided that on each occasion of such testing two hours notice in writing shall be given to the Local Board of the time and place at which the same shall be conducted.

Quality of gas.

13. The prescribed number of candles shall be fourteen.

Testing place.

14. A testing place shall be provided at the gasworks of the Local Board within six months from the time when the Local Board shall commence to supply gas under the powers of this Act.

Burner.

15. The prescribed burner shall be Suggs London argand burner No. 1 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

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long as the gas flame rises above the top of that glass a six inch by two inch chimney shall be used.

Power to take licenses.

16. The Local Board may purchase or otherwise acquire and hold and within the gas limits work and use any leave license or authority not being exclusive from any patentees for inventions for or relating to the manufacture of gas or residual products meters or fittings or otherwise acquire or hold use and exercise patent rights (not being exclusive) relating to gas or residual products meters and fittings.

Power to supply fittings &c. for heating and other purposes.

17. The Local Board as they may from time to time think fit may manufacture purchase provide supply sell let for hire use and otherwise deal in fittings engines stoves ranges pipes and other apparatus and appliances for lighting for motive power for the warming and ventilating of houses and buildings the cooking of food and for all other purposes for which gas can or may be used. And such letting for hire may be for such remuneration in money and on such terms with respect to the repair of articles and fittings let and for securing the safety and return to the Local Board of such articles and fittings and otherwise as may be agreed upon between the hirer and the Local Board.

Rebates on gas rents.

18. The Local Board may allow discounts or rebates to consumers of gas in consideration of prompt payment of gas rents or of large consumption upon such scale and subject to such conditions and regulations as may be prescribed by special contract in writing between the Local Board or their clerk or manager on their behalf and such consumer Provided that such discounts or rebates shall be of equal amount under like circumstances to all consumers.

Deposit in case of dispute.

19. Where any dispute arises between the Local Board and any consumer of gas respecting any payment to be made to them if such consumer deposits with them by way of security the amount claimed by them it shall not be lawful for them to discontinue a supply of gas to such consumer by reason of the dispute but nothing in this section shall authorise them if such deposit is not made to discontinue a supply of gas to him in any case in which they would not have been authorised to do so if this section had not been enacted.

Cesser of powers of Pontypridd Gas Light and Coke Company to supply gas in portion of Llanwonno.

20. The Pontypridd Gas Act 1850 so far as the same relates to the supply of gas to so much and such part of the parish of Llanwonno in the county of Glamorgan as is situate within the gas limits is hereby repealed and from and after the passing of this Act all powers of the Pontypridd Gas Light and Coke Company with reference to the supply of gas in such part of the said parish shall absolutely cease and determine.

PART III.

Water.

Power to take lands.

21. Subject to the provisions and for the purposes of this part of this Act the Local Board may enter upon take and use all or any of the lands defined on the deposited plans and described in the deposited book of reference.

Power to make water-works.

22. Subject to the provisions of this Act the Local Board may make and maintain in the lines and according to the levels shown upon the deposited plans and sections the several water and other works shown upon those plans and sections. The works hereinbefore referred to and authorised by this Act will be wholly situate in the parish of Llanwonno in the county of Glamorgan and are as follows:—

Work No. 1. A reservoir (to be called the Clydach Reservoir) to be formed by an embankment commencing at or near a point in a field belonging or reputed to belong to David Walters and Griffith Griffiths as trustees under the will of Walter Walters deceased and in the occupation of John Evans and extending thence in a south-westerly direction a distance of 5 chains or thereabouts and terminating in a field belonging or reputed to belong to Evan Llewellyn and David Llewellyn and in the occupation of David Llewellyn at or near a point in the said field situate 22 chains or thereabouts eastward of Darwonno farmhouse.

Work No. 2. A service reservoir (to be called Buarth Capel Reservoir) to be situate on land forming part of Buarth Capel Farm belonging or reputed to belong to the Right Honourable Robert George Lord Windsor and in the occupation of James Edwards.

Work No. 3. A service reservoir (to be called the Mountain Ash Reservoir) to be situate on land called Gwern Ifor Wood belonging or reputed to belong to and in the occupation of the Right Honourable Henry Austin Lord Aberdare and which reservoir will be $7\frac{1}{2}$ chains or thereabouts north-westward of the "Royal Oak" public-house.

Work No. 4. A cut or flood watercourse commencing at or near a point on the Clydach River $14\frac{1}{2}$ chains north-westward from the centre of the said embankment in Work No. 1 and terminating at a point on the River Clydach 3 chains or thereabouts south-eastward from the centre of the said embankment.

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Work No. 5. A conduit or catch water drain commencing at a point situate 1½ chains or thereabouts westward of the northern end of the said embankment in Work No. 1 and terminating at a point on the Nant-yr-Ysfa stream on land belonging or reputed to belong to Colonel Charles Kemys Kemys-Tynte and in the occupation of Davy Jones.

Work No. 6. A conduit or catch water drain commencing at a point 1½ chains north-westward of the southern end of the said embankment in Work No. 1 and terminating at a point on the stream in the field belonging or reputed to belong to the Reverend Thomas Edmondes and in the occupation of John Thomas.

Work No. 7. A conduit or line of pipes commencing at a point 1 chain or thereabouts westward of the centre of the said embankment in Work No. 1 and terminating at or near the north-east corner of and in the said reservoir Work No. 2.

Work No. 8. A conduit or line of pipes commencing by a junction with Work No. 7 at a point on the public road leading from Mountain Ash to Llanwonno Church situate 11 chains or thereabouts north-westward of the junction of the said road with the road leading to Ynys-y-bwl and terminating at or near the south-east corner of and in the said reservoir Work No. 3.

Work No. 9. A conduit or line of pipes commencing at or near the north-east corner of the said reservoir Work No. 2 and terminating in the public road leading from Ynys-y-bwl to Porth at or near the junction therewith of the occupation road leading to Buarth Capel Farm.

Work No. 10. A conduit or line of pipes commencing at or near the south-east corner of the said reservoir Work No. 3 and terminating at or in the road leading from Mountain Ash to Llanwonno Church opposite the "Royal Oak" public-house.

And the Local Board may from time to time collect divert impound appropriate and use for the purposes of the said waterworks and of their water undertaking all such streams and waters as will or may be intercepted by the works by this Act authorised or as may be found on in or under any of the lands for the time being belonging to the Local Board or over or in respect of which they have or may acquire easements and especially the following river streams springs and waters that is to say:

The waters of the River Clydach and its tributaries.

The streams respectively called or known as Nant-yr-Ysfa and Nant Sych both in the said parish of Llanwonno and all tributaries of and all other waters brooks and streams which flow into the River Clydach above the said embankment in Work No. 1.

And they may in connexion with the several works in this section mentioned or any of them make erect lay down and maintain all or any of the following among other works namely:

All such embankments dams bye-washes bridges roads approaches ways wells tanks basins gauges filter-beds stand-pipes sluices waste-weirs outlets outfalls adits shafts catchwaters tunnels aqueducts culverts cuts channels conduits drains mains pipes junctions valves engines apparatus works appliances and conveniences as they may think expedient for collecting impounding filtering and distributing water or for inspecting maintaining cleansing repairing conducting managing and using the beforementioned works or any of them.

For the protection of the owners &c. of Darwonno Estate.

23. For the protection of David Llewellyn and Evan Llewellyn or other the owner or owners of the Darwonno Estate in the parish of Llanwonno and the lessees and occupiers of the said estate or of any part or parts thereof and of the mines and minerals under the same the following provisions shall unless otherwise agreed have effect (that is to say):—

(*a.*) Notwithstanding the works authorised and powers conferred by this Act on the Local Board the said owners lessees or occupiers shall be at liberty from time to time without let or hindrance to cultivate and manure the land on the said estate and to sink pits work mines and erect works and buildings upon or under any part or parts of the said estate (other than upon the surface of the part or parts which may be purchased by the Local Board under the powers of this Act and the incorporated Acts) as fully and freely as if this Act had not been passed and the Local Board shall from time to time at their own expense construct such sewers and intercepting drains as may be found necessary to intercept and carry away all foul or impure water and sewage caused by or arising from any such pits mines works or buildings or from agricultural operations and prevent the same from flowing into the River Clydach or other stream above the point at which the waters of such river or stream shall be intercepted or used or be intended to be intercepted or used by the Local Board for the supply of

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their district: Provided that the Local Board shall not be entitled to any mines of coal or other minerals under any part or parts of the said estate unless they expressly purchase the same: Provided also that it shall be lawful for the owners lessees and occupiers of the said estate from time to time and at all times to build over the conduits and pipes of the Local Board upon the said estate who shall nevertheless at all times on reasonable notice to the occupier for the time being of the premises to be affected have access to such conduits and pipes for the purpose of repairs or relaying and upon payment of reasonable compensation to such owners lessees and occupiers for damage done or injury sustained and so that the Local Board shall only acquire an easement for the said conduit and pipes: Provided also that every conduit upon the said estate shall consist of pipes laid at a depth of not less than 18 inches measuring from the top of the pipe below the surface of the land and the trench shall be filled in to the depth of nine inches next below the surface with soil.

(*b.*) The owners lessees and occupiers of the Darwonno Estate and of the mines and minerals thereunder shall so far as the Local Board are concerned at all times be entitled notwithstanding this Act to take a sufficient supply of water for domestic agricultural mining and manufacturing purposes from the River Clydach and other springs and streams situated or abutting upon or intersecting the said estate and to make such ponds and watercourses as they may think necessary for those purposes and if the said owners lessees or occupiers shall be put to any additional expense in taking water from the River Clydach by reason of the construction of the said reservoir the Local Board shall pay such additional expense: Provided that in the construction of the said ponds and watercourses no avoidable injury shall be done to any of the works of the Local Board.

(*c.*) The Local Board shall maintain and keep the reservoir to be constructed by them water-tight in all respects and shall from time to time make good any damage which the owners lessees or occupiers of the Darwonno Estate or of any part thereof or of the mines and minerals thereunder or any of them may sustain during the construction or maintenance of the waterworks by reason or in consequence of the bursting leaking overflow or any failure of such reservoir and nothing in this Act contained shall relieve the Local Board from liability to compensate and pay such owners lessees and occupiers for any damage loss or injury done or occasioned to any mines or minerals by reason or in consequence of the construction of the

said reservoir or of the breakage or leakage of all or any of the reservoirs aqueducts mains or pipes whatsoever of the Local Board or the flow of water therefrom or the cost of pumping or extra pumping occasioned thereby.

(*d.*) The owners lessees or occupiers of such mines or minerals shall not be responsible or in any way liable to make good or to pay compensation for any injury or damage to such reservoirs aqueducts mains pipes works or buildings of the Local Board which may be occasioned or arise directly or indirectly by subsidence or otherwise by reason of the sinking of any pits or the working of any pits mines or minerals or other underground operations.

(*e.*) The Local Board shall not have power to purchase any mines or minerals under the Darwonno Estate other than such as may be necessary for the protection and safety of the said reservoir.

(*f.*) Any dispute or question which may from time to time arise between the Local Board and the owners lessees or occupiers of the Darwonno Estate or of the mines and minerals thereunder with respect to any work to be executed or the supply of water to be taken or the payment or compensation to be made by the Local Board under the foregoing provisions of this Act shall be settled by arbitration in manner provided by the Public Health Act 1875.

For the protection of Lord Windsor and Messrs. Davies Scott and Company

24. For the protection and benefit of the Right Honourable the Lord Windsor and his lessees Messrs. Davies Scott and Company or other the owners lessees or occupiers for the time being of the colliery in the parish of Llanwonno in the county of Glamorgan known as the Lady Windsor Colliery who are all comprised in the expression the owners and lessees wherever employed or referred to in this section the following provisions shall have effect:—

The taking of the water by the Local Board from the River Clydach and its tributaries either directly by pipes or into the Clydach Reservoir shall be subject to the following conditions:—

(1.) A proper and sufficient pond weir reservoir or other work shall be constructed by Messrs. Davies Scott and Company upon or adjacent to the Mynachty Farm and upon across or adjacent to the said River Clydach at some point on the said river to be chosen by Messrs. Davies Scott and Company but not higher than a point from which water can be delivered therefrom by means of a pipe by gravitation to a point 510 feet above the Ordnance datum and near to the said Lady Windsor Colliery.

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(2.) The Local Board at all times after they commence taking water from the River Clydach or any of its tributaries either directly by pipes or into the said Clydach Reservoir and after the construction of the said pond weir reservoir or other work as aforesaid shall so far as the dry weather flow of the said river at and between the intake of the said pipes or of the said Clydach Reservoir and the said pond weir reservoir or other work as defined by sub-section 1 of this section will admit but not further or otherwise permit and suffer to pass by and round the intake of the said pipes or by and round the said Clydach Reservoir into the said river or stream immediately below the said intake of pipes or reservoir such a quantity of water as together with the other water flowing in the said River Clydach below the said Clydach Reservoir shall ensure there being at all times a sufficient quantity of water in the said river at and immediately above the said pond weir reservoir or other work to meet so much of the requirements of the owners and lessees as shall not exceed 115,000 gallons a day of 24 hours and none shall be sold or allowed to go to waste by the owners and lessees: Provided that nothing herein contained shall be construed to create any obligation on the part of the Local Board to do more than abstain from taking water from the said river and its tributaries when there shall not be at and immediately above the said pond weir reservoir or otherwork sufficient for so much of the requirements of the owners and lessees not exceeding the quantity aforesaid.

(3.) A proper valve upon the pipe conveying the water from the said pond weir reservoir or other work and bye-pass and meter shall be provided and maintained by the Local Board at their own expense at the point where the said pipe crosses the parish road at Ynys-y-bwl or at some other convenient point for the purpose of ascertaining and checking the quantity of water passing down the said pipe from the said pond weir reservoir or other work and the Local Board and the owners and lessees shall at all times have free access thereto.

(4.) The Local Board shall be liable to a penalty of twenty pounds for each day on which they shall take water from the said River Clydach or from any of its tributaries either directly by pipes or into the said Clydach Reservoir there being on that day not sufficient water at and immediately above the said pond weir reservoir or other work to meet

such requirements not exceeding 115,000 gallons as aforesaid which penalty may be recovered in a summary way by the owners or lessees as liquidated damages.

(5.) The provisions contained in this section shall be taken to be in full satisfaction of all water rights in respect of the said colliery of the owners and lessees in respect of so much of the waters of the River Clydach and its tributaries as the Local Board may or can collect or divert by means of the Works Numbers 1 5 and 6 by this Act authorised together with the necessary subsidiary works connected therewith.

(6.) The Local Board shall not supply or use the water obtained from the River Clydach and its tributaries under the powers of this Act to the prejudice of the inhabitants of the district in respect of which such river and tributaries would form the natural source of supply but shall in the first instance fulfil all the requirements for domestic sanitary and public health purposes of such inhabitants and district before supplying or using any such water for the requirements of any other district within their limits.

For the further protection of Lord Windsor.

25. For the further protection of the Right Honourable Robert George Lord Windsor and his sequels in estate (all of whom are herein-after in this section included in the expression "the owner") the following provisions shall have effect (that is to say) :—

(*a.*) If on the completion of the waterworks by this Act authorised there shall not remain or flow to and through any lands of the owner situate below the said works or any of them which are now watered by and adjoining any of the rivers streams or brooks by this Act authorised to be diverted such a quantity of water as may be necessary for domestic and agricultural purposes the Local Board shall whenever it may be practicable so to do furnish from time to time and at all times so much water as may be necessary for such purposes free from all rates costs and charges in respect of such water and shall lay down and provide at their own cost all such pipes conduits watering places troughs cisterns taps and apparatus as may be requisite for conveying and continuing the same: And in case it shall not be practicable so to do then the Local Board shall pay to the owner and also to the occupiers of such lands full compensation for the loss and injury they may respectively sustain by reason of the diversion of such waters.

(*b.*) The Local Board shall not permit any fishing in or shooting over or boating on the Reservoir No. 2 by this Act authorised.

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(*c.*) The Local Board shall from time to time on the request of the owner cause mains or pipes to be laid down and water and gas to be brought to such part of the lands and premises of the owner within the limits of this Act as shall be specified in such notice and as are shown on a plan which has been signed in duplicate by Robert Forrest on behalf of the owner and Henry Piper Linton on behalf of the Local Board and one copy of which plan is in the custody of the owner and the other part in the custody of the Local Board and such mains and pipes shall be laid down in the lines shown in red on the said plans or in such other lines as shall from time to time be agreed on between the owner and the Local Board.

(*d.*) Except as is by this Act otherwise expressly provided nothing in this Act contained shall take away lessen alter prejudice or affect any of the estates rights interests or privileges of the owner.

Saving for Glyncoch Mill.

26. If by reason of the construction of the works authorised by this Act or the collecting diverting impounding abstracting intercepting or appropriating by the Local Board of the waters of the River Clydach and its tributaries any loss or damage shall be caused to the Glyncoch Mill situate in the parish of Llanwonno such loss and damage shall in default of agreement be determined by arbitration as herein-after mentioned and the amount so determined paid by the Local Board to the owners lessees and occupiers for the time being of the Glyncoch Mill.

For the protection of the company of proprietors of the Glamorganshire Canal Navigation.

27. For the protection and benefit of the company of proprietors of the Glamorganshire Canal Navigation (herein-after called "the canal company") the following provisions shall take effect:—

The taking of water by the Local Board from the River Clydach into the Clydach Reservoir when there shall be no surplus of water as herein-after defined in the River Taff at a point immediately below the intake of the feeder known as the Berw feeder of the canal company shall be subject to the following conditions:—

(*a.*) The Local Board when there shall not be any surplus of water as herein-after defined shall so far as the dry weather flow at and between the intake of the Clydach Reservoir and the intake of the said feeder will admit but not further or otherwise at all times after they commence taking water from the River Clydach and its tributaries into the said reservoir permit and suffer to pass by and round the said reservoir into the said river or stream immediately below the said reservoir such a quantity of water as together with the other water flowing in the said River Clydach

below the said reservoir and together with the water flowing down the said River Taff immediately above the intake of the said feeder shall admit of there being at all times a sufficient quantity of water in the said river at and immediately above the said intake of the feeder to meet the requirements of the canal company for the purposes of the traffic upon their canal but so that nothing herein contained shall be construed to create any obligation on the part of the said Local Board to do more than abstain from taking water from the said River Clydach into the said reservoir when there shall be no surplus of water as herein-after defined.

(*b.*) For the purposes of this section there shall always be considered and taken to be a surplus of water at the said intake when any water is passing down the River Taff immediately below that intake.

(*c.*) The Local Board shall be liable to a penalty of five pounds for each day on which they shall take water from the said River Clydach into the said reservoir there being on that day no surplus water as herein-before defined which penalty may be recovered in a summary way by the canal company as and for liquidated damages.

(*d.*) The provisions contained in this section shall be taken to be in full satisfaction of all water rights of the canal company in respect of the water which the Local Board may or can collect or divert under the powers of this Act.

For the protection of Colonel Kemys Tynte.

28. For the protection of Colonel Charles Kemys Kemys-Tynte or other the owner for the time being of the Cefn Mably Estate (herein called "the owner") the following provisions shall have effect that is to say:—

1. The Local Board shall provide and maintain at such places within fifty feet of Conduit Number 5 by this Act authorised as shall be selected by the owner on that part of the Cefn Mably Estate known as Gelli Wrgan Farm two suitable cattle drinking troughs to be at all times kept by the Local Board filled with water fit for the use of the cattle grazing the said farm and for domestic purposes and the Local Board shall provide and affix to the trough which shall be situated nearest to Gelli Wrgan Farmhouse a draw tap for the use and convenience of the occupier of the said farm: Provided that the Local Board shall not be compelled to supply to such

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troughs a greater quantity of water in any one day of twenty-four hours than one thousand gallons.

2. If at any time the owner shall work or permit or cause to be worked any mines or minerals lying under any portion of Gelli Wrgan Farm and shall construct or cause to be constructed a proper and sufficient weir upon or across the Nant-yr-ysfa stream at a point opposite or near to the working of the said mines or minerals the Local Board shall at all times after the said working shall have commenced permit and suffer to pass by and round the intake upon the said stream of Conduit Number 5 into the stream immediately below such conduit such a quantity of water as shall insure there being at all times a sufficient quantity of water in the said stream to meet the requirements of the said owner so that such requirements do not exceed 20,000 gallons a day of twenty-four hours.

3. If at any time after the construction of the Conduit Number 5 the owner or any lessee or occupier of any mines or minerals which may be worked on or under the lands forming portion of Gelli Wrgan Farm shall give notice to the Local Board that he cannot conveniently work such mines and minerals without allowing foul water to be discharged from the same in such manner as to run into the Nant-yr-ysfa stream above the intake at the termination of Conduit Number 5 or into the said Conduit Number 5 then the Local Board shall either at their own expense execute and for ever thereafter at the like expense maintain proper and sufficient works for enabling such foul water to be diverted and conveyed so as to prevent the same running into such stream above such point of intake or into such conduit or shall pay to such owner lessee or occupier such a sum as will enable him to divert such foul water and prevent the same from entering such stream above the said point and such conduit and from the time when the Local Board shall have received such notice as aforesaid such owner lessee or occupier shall not be liable to any penalty in consequence of such foul water entering into the aforesaid stream or conduit.

For the protection of the owners &c. of the Ddualt Estate.

29. For the protection of the Reverend Thomas Edmondes or other the owner or owners of the Ddualt Estate in the parish of Llanwonno and the lessees and occupiers of the said estate or of any part or parts thereof and of the mines and minerals under the same the following provisions shall unless otherwise agreed have effect (that is to say):—

(*a.*) Notwithstanding the works authorised and powers conferred by this Act on the Local Board the said owners lessees or occupiers shall be at liberty from time to time without let or hindrance to cultivate and manure the land on the said estate and to sink pits work mines and erect works and buildings upon or under any part or parts of the said estate as fully and freely as if this Act had not been passed and the Local Board shall from time to time at their own expense construct such sewers and intercepting drains as may be found necessary to intercept and carry away all foul or impure water and sewage caused by or arising from any such pits mines works or buildings or from agricultural operations and prevent the same from flowing into the River Clydach or other stream above the point at which the waters of such river or stream shall be intercepted or used or be intended to be intercepted or used by the Local Board for the supply of their district: Provided that the Local Board shall not be entitled to any mines of coal or other minerals under any part or parts of the said estate: Provided also that it shall be lawful for the owners lessees and occupiers of the said estate from time to time and at all times to build over the conduits and pipes of the Local Board upon the said estate who shall nevertheless at all times on reasonable notice to the occupier for the time being of the premises to be affected have access to such conduits and pipes for the purpose of repairs or relaying and upon payment of reasonable compensation to such owners lessees and occupiers for damage done or injury sustained and so that the Local Board shall only acquire an easement for the said conduits and pipes: Provided also that every conduit upon the said estate shall consist of pipes laid at a depth of not less than 18 inches measuring from the top of the pipe below the surface of the land and the trench shall be filled in to the depth of nine inches next below the surface with soil.

(*b.*) The owners lessees and occupiers of the Ddualt Estate and of the mines and minerals thereunder shall so far as the Local Board are concerned at all times be entitled notwithstanding this Act to take a sufficient supply of water for such domestic agricultural mining and manufacturing purposes as they may now be entitled to a supply for from the River Clydach and other springs and streams situated or abutting upon or intersecting the said estate and to make such ponds and watercourses as they may think necessary for those purposes: Provided that in the event of such supply being by reason of the abstraction of water by the Local Board at any time rendered insufficient for such purposes the Local Board shall make compensation to

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the owners lessees and occupiers for such insufficiency and the amount of such compensation shall be settled in manner hereinafter provided: Provided that in the construction of the said ponds and watercourses no avoidable injury shall be done to any of the works of the Local Board.

(*c.*) The Local Board shall not have power to purchase any mines or minerals under the Ddualt Estate.

(*d.*) Any dispute or question which may from time to time arise between the Local Board and the owners lessees or occupiers of the Ddualt Estate or of the mines and minerals thereunder with respect to any work to be executed or the supply of water to be taken by the owners lessees or occupiers or the payment or compensation to be made by the Local Board under the foregoing provisions of this Act shall be settled by arbitration in manner provided by the Public Health Act 1875.

Power to deviate.

30. In constructing the waterworks by this Act authorised the Local Board may deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and vertically from the levels of the said works as shown on the deposited sections to any extent not exceeding five feet either upwards or downwards: Provided that the respective heights of the embankments of the reservoirs by this Act authorised as shown on the deposited sections shall not be increased by reason of any such lateral deviation as aforesaid.

Temporary use of lands.

31. The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof shall be incorporated with this part of this Act so far as regards the construction maintenance and repair of the several reservoirs hereby authorised and for the purposes of this Act in construing the said provisions the expression "the company" shall mean the Local Board and the expression "the railway" shall mean the said reservoirs and expressions referring to the centre of the railway shall mean the top water contours of the said several reservoirs as shown on the deposited plans.

Owners may sell easement.

32. Persons empowered by the Land Clauses Acts to sell and convey and release lands may subject to the provisions of those Acts and of this Act grant to the Local Board any easement right or privilege (not being an easement or right to take water in which other than the parties to the agreement have an interest) required for the purposes of this part of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf

shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

33. The powers of the Local Board for the compulsory purchase of lands for the purposes of this part of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

34. If the waterworks authorised by this part of 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 Local Board for executing the same or in relation thereto shall cease to be exercised except as to so much thereof as is then completed but nothing herein shall restrict the Local Board from extending enlarging altering or renewing any of their engines sluices machinery apparatus mains or pipes or other works or plant at any time and from time to time as occasion requires for supplying water within the limits of this Act.

Constant pressure.

35. Water supplied under this Act need not be supplied in any case at a level above that at which water can be supplied by gravitation from the waterworks of the Local Board but subject thereto shall be constantly laid on except when and so long as it may be necessary to interfere with such constant supply for purposes of making any connexion with or for extending repairing or renewing any main or pipe.

Rates for supply of water.

36. The Local Board may demand and take for the supply of water for domestic purposes within the district any rates and charges not exceeding the rates and charges following (that is to say):—

Where the rateable value of the premises so supplied with water shall not amount to four pounds at a rate per centum per annum not exceeding eight shillings and so in proportion for any shorter period.

Where such rateable value shall amount to four pounds but shall not amount to seven pounds at a rate per centum per annum not exceeding ten shillings and sixpence and so in proportion for any shorter period.

Where such rateable value shall amount to seven pounds but shall not amount to ten pounds at a rate per centum per annum not exceeding thirteen shillings and so in proportion for any shorter period.

Where such rateable value shall amount to ten pounds but shall not amount to fifteen pounds at a rate per centum per annum not exceeding eighteen shillings and so in proportion for any shorter period.

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Where such rateable value shall amount to fifteen pounds but shall not amount to twenty pounds at a rate per centum per annum not exceeding twenty-two shillings and so in proportion for any shorter period.

Where such rateable value shall amount to or exceed twenty pounds at a rate per centum per annum not exceeding six pounds and so in proportion for any shorter period:

Provided that the Local Board shall not be compellable to afford a supply of water for domestic purposes for any less sum than six shillings in any one year for every dwelling-house or part of a dwelling-house:

Provided further that "rateable value" shall mean the rateable value of the premises as determined by the valuation list in force at the commencement of the quarter in which the water rate accrues or if there is none by the last rate made for the relief of the poor: Provided also that where the water rate is chargeable on the annual value of a part only of any tenement entered in the valuation list such annual value shall be a fairly apportioned part of the rateable value of the whole tenement ascertained as aforesaid the apportionment in case of dispute to be determined in manner provided by the 68th section of the Waterworks Clauses Act 1847.

Rates for waterclosets and private baths.

37. In addition to the rates computed as above specified the Local Board may charge in respect of every watercloset beyond the first in any house or part of a house or appurtenance thereto an additional sum not exceeding ten shillings per annum and for every bath an additional sum not exceeding twelve shillings and sixpence per annum and such additional sums may be received with and as part of or recovered by the same means as the rates for the supply of water for domestic purposes: Provided that for baths containing as usually filled for use a greater quantity of water than fifty gallons the Local Board may charge an increased rate in proportion to the size of such baths.

Rates payable by owner for small houses &c.

38. Where a house supplied with water is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year the owner instead of the occupier shall pay the rate for the supply but the rate may be recovered in the first instance from the occupier and may be deducted by him from rent from time to time due from him to the owner.

Charges for supply of water for other than domestic purposes.

39. The Local Board may supply water within the water limits for purposes other than domestic purposes by meter or otherwise and on such terms pecuniary and otherwise and conditions as shall be agreed on between the Local Board and the person requiring the supply: Provided that no person shall be entitled to a supply

of water for other than domestic purposes if such supply would interfere with the sufficiency of the supply of water for domestic purposes.

Penalty for using water for other than domestic purposes.

40. Every person using for other than domestic purposes any water of the Local Board without having previously agreed with them for a supply of water for other than domestic purposes or any person using for any purpose other than the purposes so agreed on any water so supplied by the Local Board shall for every such offence forfeit and pay to the Local Board any sum not exceeding five pounds.

Provision as to consent of owner of house.

41. Section forty-four of the Waterworks Clauses Act 1847 shall for the purposes of this Act have effect as if the words "with the "consent in writing of the owner or reputed owner of any such "house or of the agent of such owner" were omitted therefrom: Provided that any rent paid by an occupier in pursuance of the provisions of the said section may be deducted by such occupier from any rent from time to time due by him to such owner.

Supply of water for domestic purposes.

42. The Local Board are hereby authorised to cause either main pipes or service pipes as circumstances shall require to be laid down and water to be brought through every street within the water limits and save as herein-after mentioned shall at the request of the owner or occupier of any house in any street in which such pipes shall have been so laid down furnish to such person within such house by means of branch or communication pipes and other necessary and proper apparatus to be provided laid down and maintained as herein-after mentioned at the cost of such person a sufficient supply of water for domestic purposes and save as herein-after mentioned the owner of any house within the water limits shall when thereunto required by the Local Board provide a branch or communication pipe and other necessary and proper apparatus to convey the water into such house from any main or service pipe which now is or hereafter may be laid in any street in which such house may be situate in such manner as to afford an actual supply of water within such house to the occupier thereof and except as herein-before provided the occupier of such house shall be liable to pay and shall pay the water rates in respect of the same.

Local Board not bound to supply several houses by one pipe.

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

For preventing the fouling of water.

44. The Local Board shall not be compelled to supply with water any watercloset or any private fixed bath or the apparatus or pipes connected therewith respectively unless the same be

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constructed and used so as to prevent the waste or undue consumption of the water of the Local Board and the return of foul air or noisome or impure matter into the mains or pipes belonging to or connected with the mains or pipes of the Local Board nor any bath which shall be capable of containing when filled for use more than fifty gallons of water.

Regulations for preventing waste &c. of water.

45. For preventing waste misuse undue consumption or contamination of water of the Local Board the following provisions shall have effect namely:

(1.) The Local Board may from time to time make such regulations as they think necessary for the objects aforesaid to be observed by persons supplied with water but no such regulations shall be of any force or effect in any part of the district in which the Local Board is not bound to afford and does not afford a constant supply nor unless and until the same have been submitted to and approved by the Local Government Board.

(2.) By any such regulations the Local Board may direct the use and prescribe the size nature strength and materials and the mode of arrangement alteration and repair of the pipes valves cocks cisterns baths soil pans waterclosets and other apparatus and receptacles or any of them to be used by such persons respectively for conveying delivering and receiving water and may interdict any arrangement and the use of any pipe valve cock cistern bath soil pan watercloset or other apparatus or receptacle in their judgment likely to occasion waste misuse undue consumption or contamination of water.

(3.) In case of the failure of any person to observe such regulations as are from time to time in force the Local Board may if they think fit after forty-eight hours notice in writing enter and by or under the direction of their duly authorised officer repair replace or alter any pipes valves cocks cisterns bath soil pan watercloset or other apparatus or receptacle 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 Local Board by the person on whose credit the water is supplied and may be recovered by them summarily.

(4.) If any dispute arises between the Local Board and any person as to whether any such regulations have been complied with by such person such dispute shall be referred on the application of either party to the determination of two justices whose decision thereon shall be final and binding on both parties.

Publication of regulations.

46. All such regulations in force for the time being shall be published by affixing a copy thereof in a conspicuous place on the

external wall of the offices of the Local Board and by a copy thereof being kept at the said offices. All persons may at all reasonable times inspect such copy without payment and the Local Board 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 threepence for each copy.

Evidence of regulations.

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

Rate for water may be ascertained by meter.

48. The Local Board and any person desirous of having a supply of water may agree that the rate or remuneration for such supply shall be determined by the quantity of water consumed to be ascertained by a meter to be provided or approved by the Local Board and may agree on the amount of the rate or remuneration to be paid for such supply provided that such rate or remuneration be charged to and paid by all persons equally under similar circumstances.

Public drinking fountains.

49. The Local Board from time to time when and as they think expedient may put up and continue and from time to time remove or discontinue drinking places with proper conveniences for the gratuitous supply of water to the public (but for drinking only) in such public places within the water limits as the Local Board think fit but not against any private dwelling-house warehouse counting house or shop except with the consent of the owner and occupier thereof or against any public building unless the building shall be the property of the Local Board.

Service pipes.

50. All fittings connected with any service pipe to communicate with the mains and pipes of the Local Board which shall be provided by any person shall be placed and removed under the superintendence of the Local Board or their officers and at the expense of such person.

Power for Local Board to supply pipes, &c.

51. The Local Board may if requested by any person supplied or about to be supplied by them with water furnish to him and from time to time repair or alter any such pipes valves cocks cisterns soil pans waterclosets apparatus and receptacles as are required or permitted by their regulations and may provide all materials and do all work necessary or proper in that behalf and the costs of providing such material and executing such works shall be paid by the person requiring the same and shall be recoverable from such person in the same manner as the water rents.

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Application of certain provisions of Gasworks Clauses Act 1871 to water works.

52. The following provisions of the Gasworks Clauses Act 1871 namely:

Section 17 (Consumer to keep his meter in proper order)
Section 20 (Register of gas meters to be primâ facie evidence)
Section 40 (Recovery of rents &c.)
Section 42 (Contents of summons or warrant)
Section 43 (Warrant of distress shall include costs)
Section 45 (Service of notices by undertakers)
Section 46 (Liability to gas rent not to disqualify justice from acting)

shall extend and apply mutatis mutandis to the like purposes with respect to the waterworks and water supply and to the Local Board.

Penalty for refusal to allow inspection of mines &c.

53. If any owner lessee or occupier of any mines or collieries lying under any of the reservoirs or buildings belonging to the Local Board or under any of their pipes or works or within forty yards therefrom respectively shall refuse to allow any person appointed by the Local Board for that purpose to enter into and inspect any such mines or collieries or the works connected therewith in manner provided by the twenty-sixth section of the Waterworks Clauses Act 1847 every person so offending shall for every such refusal forfeit to the Local Board a sum not exceeding five pounds and also the further sum of five pounds for each and every day that such refusal shall continue after conviction of the offence.

Cesser of powers of Pontypridd Waterworks Company to supply water in portion of parish of Llanwonno.

54. The Pontypridd Waterworks Act 1864 so far as the same relates to the supply of water to so much of the parish of Llanwonno as is situate within the water limits is hereby repealed and from and after the passing of this Act all the powers of the Pontypridd Waterworks Company with reference to the supply of water in such part of the said parish shall absolutely cease and determine.

PART IV.

PURCHASE OF EXISTING GAS AND WATER WORKS.

Sale of water undertaking of Penrikyber Company and confirmation of agreement.

55. The agreement between the Penrikyber Company and the Local Board set forth in the Second Schedule to this Act except so far as the same is varied by or is inconsistent with this Act is hereby confirmed and made binding on the Penrikyber Company and the Local Board and full effect may and shall be given thereto as if the same had been expressly enacted in this Act and the Penrikyber Company shall sell and transfer to the Local Board and the Local Board shall purchase the water undertaking of that company as defined in the said agreement for such consideration to be paid at such times and in such manner and generally on such terms and

conditions as are (except as aforesaid) in the said agreement set forth but subject (except as between the Local Board and the Penrikyber Company) to all contracts debts obligations and liabilities affecting the water undertaking of that company.

Sale and transfer of water undertaking and portion of gas undertaking of Nixon's Company and confirmation of agreement.

56. The agreements between Nixon's Company and the Local Board set forth in the Third and Fourth Schedules to this Act except so far as the same respectively are varied by or are inconsistent with this part of this Act are hereby respectively confirmed and made binding on Nixon's Company and the Local Board and full effect may and shall be given thereto respectively as if the same had been expressly enacted in this Act and Nixon's Company shall sell and transfer to the Local Board and the Local Board shall purchase the water undertaking of Nixon's Company as defined in the said agreement set forth in the said Third Schedule and the gas mains and distributing apparatus and gas supply of Nixon's Company for such respective considerations to be paid at such times and on such terms and conditions as are (except as aforesaid) in the said agreements respectively set forth.

Transfer to be by deed.

57. The sale and transfer of the said gas mains distributing apparatus and gas supply and water undertakings respectively in this Act referred to as "the transfer" to the Board shall be witnessed by deeds duly stamped and in which the consideration shall be fully set forth and within three months from the date of the respective transfers they shall be produced to the Commissioners of Inland Revenue and in default of such production the ad valorem stamp duty with interest at the rate of five pounds per centum per annum from the date of the deeds shall be recoverable from the Local Board with full costs of suit and all costs and charges attending the same.

Application of purchase money.

58. The Penrikyber Company and Nixon's Company respectively shall hold the purchase money received for their respective gas mains distributing apparatus and gas supply and water undertakings respectively when paid upon trust in the first instance as regards the Penrikyber Company to pay and discharge thereout all their debts and liabilities and to distribute the residue thereof among the several persons at the time of transfer constituting that company their executors administrators or assigns rateably according to their respective rights and interests in the said company and as regards Nixon's Company upon trust to distribute the said purchase money among the several persons at the time of transfer constituting that company their executors administrators or assigns rateably according to their respective rights and interests in that company.

Payment of debts &c.

59. The Penrikyber Company shall pay and discharge all their debts and liabilities and the directors of that Company may exercise

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and dissolution of the Penrikyber Company.

all powers necessary for paying and discharging the same and for getting in arrears of water rates rents or other money payable to them on the first day of January 1887 and for distributing the assets and winding up the affairs of the Penrikyber Company and when and as soon as the said debts and liabilities of the Penrikyber Company have been paid and discharged and the arrears and money aforesaid have been got in and the assets of the Penrikyber Company have been distributed and their affairs have been wound up the said Company shall by virtue of this Act be dissolved: Provided that from and after the said first day of January 1887 the Local Board may sue for and recover either in their own name or in that of the said Penrikyber Company any water rents and other moneys which may have accrued to the Company since that date and if any such water rents or other moneys accruing due after that date shall be received by or on behalf of the said Company subsequently to the said first day of January 1887 the said Company shall account for and pay the same to the Local Board.

Receipt of directors a discharge.

60. The receipt of the directors of the Penrikyber Company and Nixon's Company respectively or of any three of such directors respectively for the amount of the consideration paid for the purchased gas mains distributing apparatus and gas supply and water undertakings respectively or either of them shall be a sufficient discharge to the Local Board for the same and the Local Board shall not be bound to see to the application or be answerable for the misapplication or non-application thereof.

Pending actions and causes of action against the Penrikyber Company.

61. If at the time of the transfer of the Penrikyber undertaking any action suit or proceeding or any cause of action or proceeding is pending or existing against such company the same shall not abate or be discontinued or be in any manner prejudicially affected by reason of the transfer or of anything in this Act but the same may be continued prosecuted and enforced by or against such company as if this Act had not been passed and such action suit proceeding or cause of action may be continued prosecuted and enforced against the Local Board as it might have been against such company if this Act had not passed but not further or otherwise without prejudice to any remedy over against such company under any security given by such company to the Local Board or otherwise.

Local Board to be primarily liable for debts &c. unpaid.

62. If at any time after the transfer of the Penrikyber undertaking any claim is lawfully made for any debt rent rate charge or sum of money which at the time of the transfer is due or owing from such company and is not paid or discharged by them the Local Board shall be liable to satisfy such claim without prejudice to any remedy over against such company under any security given by such company to the Local Board or otherwise.

Payment into court by directors.

63. Where the directors of the Penrikyber Company or of Nixon's Company are for twelve months after the transfer unable after diligent inquiry to ascertain the person to whom any part of the purchase money payable to those companies respectively under this part of this Act or where any part thereof is payable to a person who or whose committee cannot give an effectual receipt for the same the directors of such companies respectively may pay the same into the Chancery Division of the High Court of Justice under any Act for the time being in force for the relief of trustees.

Penrikyber and Nixon's Companies books evidence as to proprietors of share capital.

64. The persons who appear in the books of the Penrikyber Company or of Nixon's Company to be proprietors of share capital of such company shall unless the contrary is proved to the satisfaction of the directors of such company or of the Chancery Division of the High Court of Justice be considered to be holders of share capital of such company for the purposes of the distribution of such company's purchase money and assets.

Documents &c. continued as evidence.

65. All books and documents which if the transfer had not been made would have been evidence in respect of any matter for or against the Penrikyber Company or Nixon's Company shall be admitted in evidence in respect of the same or the like matter for or against the Local Board.

List of Penrikyber Company's debts to be furnished by them.

66. Upon the completion of the transfer by the Penrikyber Company they shall deliver to the Local Board a list or schedule of the debts and liabilities (if any) of the company signed by their secretary or manager and the amount of such debts and liabilities may be deducted by the Local Board from the purchase money payable to the Penrikyber Company and if so deducted such debts and liabilities shall be paid by the Local Board accordingly.

PART V.

Gas and Water.

Power to purchase lands by agreement.

67. The Local Board may for the purposes of their gas and water undertakings respectively purchase take and hold (by agreement but not otherwise) in addition to the lands they are authorised to take by this Act compulsorily and any lands acquired by the Local Board from the Penrikyber Company and Nixon's Company respectively any lands not exceeding in the whole five acres which the Local Board may from time to time require for those purposes but no lands shall be used by the Local Board for the purpose of manufacturing gas or residual products except the lands described in the schedule to this Act and no buildings shall be erected on the said lands except buildings required in connexion with the gas and water

Gas not to be manufactured except on lands scheduled.

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undertakings of the Local Board and they may purchase by agreement any easement or right (not being an easement or right to take water in which other than the parties to the agreement have an interest) in or over such additional lands which they may from time to time think requisite for any of the purposes of their said gas and water undertakings respectively.

Local Board to pay interest on security for meter.

68. If any person is required by the Local Board to give to them security for the payment of the price or rent of a gas or water meter the Local Board 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 sum remains in their hands.

Fraudulently injuring meters &c.

69. If any person wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or fitting belonging to the Local Board or fraudulently alters the index to any meter or fraudulently prevents any such meter or the index thereof from duly registering the quantity of water or gas supplied he shall (without prejudice to any other right or remedy for the protection of the Local Board or the punishment of the offender) for every such offence be liable to a penalty not exceeding five pounds and the Local Board may in addition thereto recover the amount of any damages sustained by them and the Local Board may also discontinue the supply of water or gas to the person so offending until the injury is remedied and the amount of the damage is paid notwithstanding any contract then existing and the existence of artificial means for causing such alteration or prevention when such pipe meter or fitting is under the custody or control of the consumer shall be primâ facie evidence that such alteration or prevention has been fraudulently caused by the consumer using such meter.

Notice to Local Board of putting up meters &c.

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

Power to refuse to supply to persons in debt for other property.

71. If a person requiring a supply of gas or water from the Local Board has previously quitted premises at which gas or water was supplied to him by them without paying to them all gas water and meter rent due from him in respect thereof they may refuse to furnish to him a supply of gas or water until he pays the same.

Incoming tenant not to be liable for

72. If any gas or water consumer leave the premises to which gas or water has been supplied without paying to the Local Board the

gas or water rate or charges due from him the Local Board shall not require from the next tenant of the premises payment of the arrears so left unpaid by the defaulting consumer unless the incoming tenant shall have agreed with the Local Board or with the defaulting consumer to pay the arrears but the Local Board shall supply gas or water to the incoming tenant upon the terms and conditions provided by this Act if required so to do.

Arrears of water rate, except by express agreement.

73. If any person from whom any sum of money is due to the Local Board for the supply of gas or water or the hire or fixing of meters or the maintenance or repair of such meters neglects to pay the same it shall be lawful for the Local Board or any person acting under their authority to levy the sum so due or any part thereof by distress and sale of the goods and chattels of the person neglecting to pay the same in the same manner and with the same rights as rents in arrear on common demise may by law be recovered.

Recovery of money by distress.

74. In all cases where the Local Board are authorised to cut off the pipe or stop or discontinue the supply of gas or water to any premises the Local Board by their agents and workmen may for that purpose and after giving notice as herein-after provided enter into any premises through which such pipe or supply passes between the hours of nine in the forenoon and four in the afternoon.

Entry on premises to cut off supply.

75. The notice to be given to the Local Board previously to making any entry authorised by this Act shall be in writing under the hand of the clerk or other officer of the Local Board and shall be given or served in manner following (that is to say) :—

Notice before entry.

If such premises 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 in England be known to the Local Board 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 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 Local Board 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 rack-rents of any such premises either on his own account or as agent for any other person shall be deemed the owner of such premises.

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Power to Local Board to remove water pipes or gas pipes from unoccupied premises.

76. If and whenever any house building or premises which shall have been supplied with gas or water by the Local Board shall be unoccupied the Local Board their agents servants or workmen after giving twenty-four hours previous notice to the owner by serving the notice on him or sending the same by post addressed to him at his usual or last known place of abode or business or if the owner or his usual place of abode or business be not known to the Local Board by affixing the same for three days on some conspicuous part of such house building or premises may enter into such house building or premises between the hours of nine o'clock in the forenoon and four o'clock in the afternoon and remove and carry away any meter pipe or other works the property of the Local Board.

Notice of discontinuance.

77. A notice to the Local Board from a consumer for the discontinuance of a supply of gas and water shall not be of any effect unless it be in writing and be left at the general office for the time being of the Local Board.

Power to Local Board to cut off water or gas supplied in certain cases.

78. If and whenever any person supplied with gas or water by the Local Board wilfully does or causes or suffers to be done anything in contravention of any of the provisions of this Act or any regulations made or to be made thereunder by the Local Board with respect to water supply the Local Board may cut off and stop any pipe by or through which gas or water as the case may be is supplied to him and may cease to supply him with gas or water as the case may be as long as the cause of injury remains or is not remedied and also may receive 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 Local Board under this enactment shall be in addition to their other remedies in this behalf.

Supply of gas and water in bulk &c.

79. The Local Board may supply gas and water or either in bulk to any corporation local board trustees surveyors or other local or sanitary authority bodies companies person or persons whatever within or beyond the gas and water limits upon such terms and conditions as may be agreed upon and may also by agreement supply gas and water or either beyond the gas and water limits out of any of their mains or aqueducts outside such limits to any person requiring the same: Provided that notwithstanding any such agreement no such supply of water shall be compulsory on the Local Board if they shall be of opinion that such supply would be likely to diminish the sufficiency of the supply of water for domestic purposes within the water limits or for compensation to millowners and others (if any): Provided further that the Local Board shall

not except with the consent of the Pontypridd Waterworks Company under their common seal supply water in bulk or otherwise either directly or indirectly for any purpose whatsoever in any township parish or place within the present limits for the supply of water by the said Company except in so much of the parish of Llanwonno as is included within the district of the Local Board.

For the protection of the Taff Vale Railway Company.

80. For the protection of the Taff Vale Railway Company in this section referred to as "the company" the following provisions shall unless otherwise agreed between the Local Board and the company have effect (that is to say) :—

(1.) If at any time hereafter the Local Board shall construct a bridge at or near the Penrhewceibr Sation of the Taff Vale Railway to carry over the said railway the road which now crosses that railway on the level the Local Board shall at their own expense in all things take up any pipes mains or other works which may have been laid along the road where it crosses the said railway and relay and carry the same over the said railway on or along such bridge.

(2.) Any pipe main or other work which shall be constructed or laid across over or under the lands of the company numbered 25 26 and 27 on the deposited plans in the parish of Llanwonno or any part thereof shall be laid at such depth and in such manner as not to injuriously interfere with or in any way hinder the extension through or across those lands of the Clydach branch of the company's railway and nothing in this Act contained shall confer upon the Local Board any rights powers or authority to injuriously interfere with any such extension.

(3.) If and whenever the company desire to execute any repairs to or renewals of or alterations to the bridge over their railway at or near Cwm Clydach and numbered on the deposited plans 69 in the said parish of Llanwonno involving any interference with the pipes mains or works of the Local Board the Local Board shall at their own expense execute all works in connexion with such pipes mains or works or with any alteration or relaying thereof necessitated by or resulting from the works of the company and the company may execute all such repairs renewals or alterations to the bridge as they shall think proper but doing no more damage to the pipes mains and works of the Local Board than shall be reasonably necessary for the purpose of effecting such repairs renewals or alterations : Provided that the company shall before commencing any such repairs renewals or alterations of the said bridge involving any interference with any of the mains pipes or works of the Local

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Board give to the Local Board at least three days previous notice in writing of their intention to commence such repairs renewals or alterations by leaving the same at the offices of the Local Board.

(4.) In laying down executing or in effecting the repairs and renewals of any mains pipes or other works (whether for gas-works or waterworks or any other purposes) upon across over under or in any way affecting the railways works lands or property now or hereafter belonging to or used or occupied by the company or the bridges approaches viaducts stations or other works or any level crossings of or belonging to or maintainable or repairable by the company the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the company and only according to such plans and sections to be submitted to and in such manner as shall be previously approved by him unless such engineer fails to signify his approval or disapproval or to give other directions within fourteen days after the submission of such plans and sections as aforesaid and in all things by and at the expense of the Local Board who also shall make good and repair the roads over any such bridges level crossings and approaches which the company are or may be liable to maintain and which may be disturbed or interfered with by or owing to any operations of the Local Board: And all such works matters and things shall be constructed executed and done so as not to cause any injury to such railways bridges level crossings approaches viaducts stations works lands or property or interruption to the passage or conduct of traffic over such railways or at any station thereon: And if any such injury or interruption shall arise from or be in any way owing to any of the acts operations matters and things aforesaid or the bursting leakage or failure of any main pipe or culvert in under or near to any bridge or level crossing the Local Board shall make compensation in respect thereof to the company the amount of such compensation together with full costs to be recoverable from the Local Board by all and the same means as any simple contract debt is recoverable.

(5.) With respect to any land of the company which the Local Board are by this Act from time to time authorised to use enter upon or interfere with the Local Board shall not purchase and take the same but the Local Board may purchase and take and the company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the company might purchase and take the same.

(6.) The Local Board shall pay to the company by way of purchase money or compensation for the easement to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act relating to the purchase of lands otherwise than by agreement.

(7.) Any dispute or difference which may arise between the company and the Local Board with reference to the provisions of this enactment or in any way arising thereout or any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer to be appointed by the Board of Trade on the application of the company or the Local Board or either of them and the costs of such arbitration shall be in the discretion of the arbitrator.

(8.) Except as by this Act expressly provided nothing in this Act contained shall extend to prejudice diminish alter or in any way affect any of the rights privileges powers or authorities vested in the company.

For protection of Great Western Railway Company.

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

(*a.*) In laying down altering improving enlarging extending or renewing or in executing or effecting the repairs of any mains pipes culverts or other works in the exercise of any powers conferred on the Local Board upon across over under or in any way affecting the railways lands and property belonging to or used or occupied by the Great Western Company or the bridges approaches viaducts stations or other works or any level crossings over the railways of the Great Western Company the same shall be done under the superintendence and to the reasonable satisfaction of an engineer to be appointed for that purpose by the Great Western Company and only according to such plans and in such manner as shall be submitted to and as shall be previously reasonably approved by him in writing or in the event of such engineer failing to signify his approval or disapproval or to give other direction within twenty-eight days after the submission of such plans as aforesaid in such manner as shall unless otherwise agreed be determined by an engineer to be appointed by the Board of Trade on the application of either the Great Western Company or the Local Board and the decision of such engineer shall be final and conclusive between both parties provided always that nothing herein contained shall authorise

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the Local Board to occupy or use permanently with their works the surface of any land or property of the Great Western Company.

(*b.*) All such works shall be done by and at the expense of the Local Board who shall also restore and make good to the reasonable satisfaction of the Great Western Company's engineer the roads over any bridges level crossings and approaches which the Great Western Company are or may be liable to maintain and which may be disturbed or interfered with by or owing to any operations of the Local Board.

(*c.*) All such works and operations and all matters incidental thereto shall be constructed executed and done so as to cause as little injury as may be to such 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.

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

(*e.*) The Local Board shall acquire only such an easement across over or under any of the railways works and property of the Great Western Company as may be necessary for constructing and maintaining any of their works and shall pay to the Great Western Company for any such easement to be so acquired by them such sum either annual or otherwise as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act with respect to the acquisition of lands otherwise than by agreement and for the purposes of such arbitration the easement so to be taken shall be deemed to be lands.

(*f.*) Any dispute or difference which may arise between the Great Western Company and the Local Board with reference to the provisions of this section or in any way arising thereout or any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer to be appointed by the Board of Trade on the application of the Great Western Company and the Local Board or either of them and the costs of such arbitration shall be in the discretion of the arbitrator.

PART VI.

St. Margaret's Burial Ground &c.

Dissolution of burial board.

82. From and after the twentieth day of December eighteen hundred and eighty-six the burial board for the consolidated chapelry of Saint Margaret's Aberdare in the county of Glamorgan (herein-after called the burial board) shall be dissolved.

Property of burial board transferred to Local Board.

83. From and after the twentieth day of December eighteen hundred and eighty-six all property real and personal (including all interests rights and easements in to and out of property real and personal securities debts deeds contracts agreements papers books and plans whatsoever) which immediately before the twentieth day of December eighteen hundred and eighty-six belonged to or were vested in the burial board or any person on their behalf shall belong to and be vested in the Local Board and may be held sued for recovered and enjoyed accordingly and thereupon the Local Board shall become a burial board and the burial ground or cemetery provided by the burial board shall cease to be the burial ground for so much of the district of the burial board as is not included in the district of the Local Board and shall thenceforth be the burial ground of the district of the Local Board as if the Local Board had been constituted a burial board under the fourth section of the Act passed in the 20th and 21st years of Her present Majesty intituled an Act to amend the Burial Acts and had provided the said burial ground or cemetery for their said district.

Burial board's mortgage debt to be discharged by Local Board.

84. All the debts and liabilities of the burial board shall from and after the twentieth day of December eighteen hundred and eighty-six be transferred to and discharged by the Local Board and in particular the balance of the mortgage debt of one thousand two hundred pounds which shall be owing by the burial board on the twentieth day of December eighteen hundred and eighty-six and all interest accruing thereon after the eighteenth day of December eighteen hundred and eighty-six shall on and from that date become a debt of the Local Board and the balance remaining unpaid of such mortgage debt and the interest to accrue due thereon after such date shall be discharged by the Local Board acting as a burial board as aforesaid but the burial board shall pay and discharge all instalments of principal which shall become payable up to the eighteenth day of December eighteen hundred and eighty-six inclusive and all interest to that date: Provided that the transfer of the said mortgage debt to the Local Board as aforesaid shall not alter or affect the security upon which the same is now charged further than is by this Act specially provided and provided also that the portion of the district

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of the burial board not included within the district of the Local Board shall from and after the said twentieth day of December eighteen hundred and eighty-six as between the ratepayers of the said portion of the district of the burial board and the Local Board be discharged and exempt from the said mortgage debt and the interest accruing thereon.

PART VII.

Acquisition of Workman's Hall &c.

Sale of Workman's Hall undertaking and confirmation of agreement.

85. The agreement between the Hall Company and the Local Board set forth in the Fifth Schedule to this Act (except so far as the same is varied by or is inconsistent with this Act) is hereby confirmed and made binding on the Hall Company and the Local Board and full effect may and shall be given thereto as if the same had been expressly enacted in this Act and the Hall Company shall sell and transfer to the Local Board and the Local Board shall purchase the undertaking of that company as defined in the said agreement for such consideration to be paid at such time and in such manner and generally on such terms and conditions as are (except as aforesaid) in the said agreement set forth but subject (except as between the Local Board and the said company) to all contracts debts obligations and liabilities affecting the said undertaking.

Transfer of hall to be evidenced by deed duly stamped &c.

86. The sale and transfer shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and within three months after the execution of such deed the Board shall produce the same to the Commissioners of Inland Revenue duly stamped with the ad valorem stamp duty in respect of the consideration and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of vesting shall be recoverable from the Local Board with full costs of suit and all costs and charges attending the same.

Receipt of directors of Hall Company to be a discharge to the Local Board.

87. A receipt or acknowledgment under the hands of three of the directors of the Hall Company for the time being for any money payable by the Local Board to the Hall Company under this Act shall be a good and sufficient discharge for the same and the Local Board shall not be bound to see to the application or be answerable for the non-application or misapplicaton of the said purchase money or any part thereof.

Hall Company to wind up their affairs.

88. The Hall Company shall forthwith after such transfer proceed to wind up their affairs and the expense (if any) attending the

winding up shall be defrayed by the Local Board and shall subject to the payment satisfaction or discharge of all their debts liabilities and engagements if any distribute and pay the net moneys to be received from the sale to and among the several persons who at the date of the completion of the sale are the respective registered shareholders in the capital of the Hall Company according to their respective priorities and in proportion to their respective shares of such capital or their respective executors administrators successors or assigns.

Payments into court by Hall Company.

89. Where the Hall Company are for twelve months after the transfer unable after diligent inquiry to ascertain the person to whom any money ought to be paid or who can give an effectual receipt for the same the Hall Company may pay the net sum appropriated according to the last preceding clause without interest into the Chancery Division of the High Court of Justice under any Act from time to time in force for the relief of trustees and every such payment into court shall conclusively discharge the Hall Company from all further liability with respect to the net sum so paid and for the purposes of this Act shall be deemed payment of such net sum to a person absolutely entitled thereto as his entire share and any person afterwards showing to the satisfaction of the court that he is entitled thereto may obtain payment thereof out of court accordingly.

Dissolution of Hall Company.

90. When all the debts liabilities and engagements of the Hall Company as aforesaid are paid satisfied or discharged and their net moneys are distributed in accordance with this Act that company shall be by this Act dissolved and shall wholly cease to exist.

Local Board may maintain &c. Workman's Hall.

91. The Local Board may when the Workman's Hall shall have been transferred to and vested in them maintain and from time to time enlarge alter and improve the same and adapt it to the purposes of a town or public hall and for offices of the Local Board and to such other purposes as they may think fit.

Local Board may demise and let Workman's Hall.

92. The Local Board may from time to time demise and let the Workman's Hall or town hall or any part or parts thereof for such term or periods at such rents and upon and under such conditions and stipulations as they may think fit.

PART VIII.

Financial.

Power to borrow.

93. The Local Board may from time to time borrow at interest such moneys as they may think requisite for the purposes of this Act to an amount not exceeding the following sums (that is to say) :—

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(*a*.) For the purposes of the gas undertaking exclusive of the purchase of the gas mains distributing apparatus and gas supply of Nixon's Company to be purchased by the Local Board the sum of fourteen thousand pounds.

(*b*.) For the purchase of the gas mains distributing apparatus and gas supply of Nixon's Company to be purchased by the Local Board the amount of the purchase money and the costs and expenses of and incidental to the award and purchase.

(*c*.) For the purposes of the water undertaking exclusive of the purchase of the water undertaking of Nixon's Company but inclusive of the purchase of the Penrikyber Company's undertaking the sum of twenty-one thousand two hundred and eighty-seven pounds.

(*d*.) For the purchase of the water undertaking of Nixon's Company the amount of the purchase money and the costs and expenses of and incidental to the award and purchase.

(*e*.) For the purchase and the purposes of the Workman's Hall the sum of two thousand pounds.

(*f*.) For working capital for gas and water undertakings the sum of one thousand pounds.

(*g*.) For the payment of the costs provided for by the section of this Act whereof the marginal note is "Expenses of Act" the amount thereof.

Power to mortgage gas undertaking or water undertaking and district fund and general district rates.

94. For securing the repayment of moneys borrowed or re-borrowed under this Act with respect to the gas undertaking including the purchase money of the gas mains distributing apparatus and gas supply of Nixon's Company and the costs and expenses incidental to the award and purchase as aforesaid and one half the working capital (*f*) and one half the costs (*g*) in the last preceding section mentioned or with respect to the water undertaking including the purchase money of the water undertaking of Nixon's Company and the costs and expenses of and incidental to the award and purchase as aforesaid and one half the working capital (*f*) and one half the costs (*g*) in the last preceding section mentioned the Local Board may from time to time mortgage the revenue of their gas undertaking and the revenue of their water undertaking respectively and also the district fund and general district rates and for securing the repayment of moneys borrowed or re-borrowed under this Act for the purposes of the Workman's Hall the Local Board may mortgage the said district fund and general district rates.

Power to re-borrow.

95. If the Local Board pay off any part of any moneys borrowed by them under the powers of this Act otherwise than by instalments or by means of a sinking fund or out of the proceeds of the sale of surplus lands sold under the powers of this Act or out of fines or

premiums on leases or other moneys received on capital account they may re-borrow the same and so from time to time: Provided that all moneys so re-borrowed shall be repaid within the period prescribed for the repayment of the moneys in lieu of which such re-borrowing has been made and that the moneys originally borrowed and any amounts from time to time re-borrowed shall be deemed to form the same loan as the moneys in lieu of which such re-borrowing has been made and the obligations of the Local Board with respect to the repayment of such moneys by yearly or half-yearly instalments or by means of a sinking fund shall not be in any way affected by such re-borrowing.

Provisions as to mortgages.

96. The following sections of the Public Health Act 1875 shall extend and apply mutatis mutandis to and in relation to all mortgages made under the powers of this Act (that is to say):—

Section 236 (Form of mortgage).

Section 237 (Register of mortgages).

Section 238 (Transfer of mortgages).

Certain regulations of Public Health Act 1875 as to borrowing not to apply.

97. The powers of borrowing money by this Act granted shall not be restricted by any of the regulations contained in the Public Health Act 1875 and in calculating the amount which the Local Board may borrow under that Act any sums which they may borrow under this Act shall not be reckoned.

Appointment of receiver.

98. The mortgagees of the Local Board under this Act in respect of the gas and water undertakings may enforce the payment of the arrears of interest or of principal or of principal and interest due to them by the appointment of a receiver of the undertaking comprised in their respective mortgages. The amount of principal in arrear to authorise the appointment of a receiver shall not be less than one thousand pounds in the whole.

Existing mortgages to have priority.

99. All mortgages granted by the Local Board prior to the passing of this Act and which shall be in force at the time of the passing of this Act shall during the continuance thereof and as to the rates or property comprised therein have priority over all mortgages to be granted under this Act and charged upon the same rates or property.

Application of moneys borrowed.

100. Money borrowed by the Local Board under this Act shall be applied only for purposes of this Act to which capital is properly applicable.

Protection of lender from inquiry.

101. A person lending money to the Local Board shall not be bound to inquire as to the observance by them of any provision of this Act or of the Public Health Act 1875 or be bound to see to the application or be answerable for any loss misapplication or non-application of such money or of any part thereof.

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Local Board not to regard trusts.

102. The Local Board shall not be bound to see to the execution of any trust whether expressed implied or constructive to which any mortgage granted by them may be subject but the receipt of the corporation body or person in whose name any mortgage stands in the register book of the Local Board shall from time to time be a sufficient discharge to the Local Board in respect thereof notwithstanding any trusts to which such mortgage may be subject and whether or not the Local Board have had express or implied notice of any such trust or of any charge or incumbrance upon or transfer of such mortgage or interest thereon not entered in their register and the Local Board shall not be bound to see to the application of the money for which such receipt shall have been given or be answerable or accountable for any loss misapplication or non-application of any such money.

Period for repayment of moneys borrowed.

103. All moneys borrowed or re-borrowed by the Local Board under this Act shall be paid off by equal annual instalments of principal or of principal and interest spread over the following periods respectively or by sinking funds (that is to say) :—

(*a.*) As regards moneys borrowed or re-borrowed for the purposes of sub-sections (*a*) (*b*) (*c*) and (*d*) of section 93 of this Act within the period of fifty years from the time or respective times of borrowing the same.

(*b.*) As regards moneys borrowed or re-borrowed for the purposes of sub-sections (*e*) and (*f*) of the last-mentioned section of this Act within the period of thirty years from the time or respective times of borrowing the same.

(*c.*) As regards moneys borrowed or re-borrowed for the payment of the costs mentioned in sub-section (*g*) of the same section of this Act within the period of twenty years from the time or respective times of borrowing the same.

Provided that the sums to be set apart yearly by the Local Board as sinking funds for the repayment of the moneys raised on mortgage shall be such equal annual sums as will with accumulations at compound interest be sufficient to pay off the moneys so raised within the respective periods following from the respective times of borrowing the same (that is to say) :—

As regards moneys raised for the purposes referred to in this section sub-section (*a*) within fifty years.

As regards moneys raised for the purposes referred to in this section sub-section (*b*) within thirty years.

As regards moneys raised for the payment of the costs referred to in this section sub-section (*c*) within twenty years.

But it shall not be obligatory to commence such repayment by instalments or to set apart or appropriate any moneys to or for the

purposes of the said gas and water sinking funds until the expiration of three years from the passing of this Act.

Contributions to sinking fund to be invested.

104. The yearly sums so to be appropriated and set apart shall be invested from time to time and accumulated in the way of compound interest by investing the same respectively in such securities as trustees are for the time being authorised to invest trust moneys in or on security of mortgages debentures debenture stock or annuity certificates of any municipal corporation or urban sanitary authority in Great Britain (other than the Local Board) granted or issued under any Act order or sanction under which such corporation or urban sanitary authority are authorised to borrow money.

Local Board may apply whole or part of sinking fund towards repayment of borrowed moneys.

105. The Local Board may at any time apply the whole or part of any sinking fund set apart by them under this Act in or towards the repayment of the borrowed moneys for the repayment of which such sinking fund was set apart in such order and manner as they deem proper: Provided that in such case they pay into such sinking fund in each year afterwards and accumulate as herein-before prescribed until the whole of the borrowed moneys to which such sinking fund is applicable are discharged a sum equal to the interest produced by the sinking fund or part thereof so applied: Provided also that whenever and so long as the yearly income arising from the sinking fund shall be equal to the annual interest of such borrowed moneys then outstanding the Local Board may in lieu of investing the said yearly income apply the same in payment of such interest and may during such periods discontinue the payment to such sinking fund of the yearly sums required to be so paid thereto.

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

106. The clerk to the Local Board shall within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund or paid as an instalment under this Act transmit to the Local Government Board a return in such form as may be prescribed by that Board and verified by statutory declaration if so required by them showing the amount which has been paid as an instalment or invested for the purposes of such sinking fund during the year next preceding the making of such return and the description of the securities upon which the same has been invested and also showing the purposes to which any portion of the moneys invested for the sinking fund and the interest thereon have been applied during the same period and the total amount remaining invested at the end of the year and in the event of any wilful default in making such return such clerk shall be liable to a penalty not exceeding twenty pounds which shall be paid to the Local Government Board and shall be recoverable by that Board in the same manner as penalties recoverable under the Public Health

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Act 1875 in a summary manner may be recovered by parties aggrieved within the meaning of that Act. If it appear to the Local Government Board by such return or otherwise that the Local Board have failed to pay any instalment or to set apart the sum required by this Act for the sinking fund or have applied any portion of the moneys set apart for that fund or any interest thereof to any other purposes than those authorised by this Act the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default has been made shall be set apart and invested or applied by the Local Board as part of the sinking fund and any such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the Queen's Bench Division of the High Court of Justice and the provisions of this section shall mutatis mutandis apply to the appropriations and annual repayments.

Power to borrow under Local Loans Act 1875.

107. The Local Board may if they think fit borrow any moneys which they are by this Act authorised to borrow and which they have not borrowed and secured in manner herein-before provided under the powers and subject to the provisions of the Local Loans Act 1875 by means of a loan or loans to be raised by the issue of debentures debenture stock or annuity certificates or partly in one way and partly in another. Any moneys borrowed by the Local Board in manner by this section authorised for any of the purposes of this Act shall be a charge upon and shall be paid out of the local rates as defined by the Local Loans Act 1875 and also the district fund and the revenue of the gas undertaking or of the water undertaking in respect of which the same shall be borrowed and every such loan shall be discharged within the respective periods prescribed by section 103 of this Act.

Separate gas account.

108. The Local Board shall keep a separate account of all their receipts credits payments and liabilities on capital and revenue accounts in and about the execution of this Act so far as it relates to their gas undertaking to be called "the gas account."

Separate water account.

109. The Local Board shall keep a separate account of all their receipts credits payments and liabilities on capital and revenue accounts in and about the execution of this Act so far as it relates to their water undertaking to be called "the water account."

Audit of accounts.

110. Sections 247 249 and 250 of the Public Health Act 1875 relating to the audit of accounts shall apply to the receipts and expenditure of the Local Board under this Act.

Application of revenue.

111. All moneys from time to time received by the Local Board by way of revenue in respect of their gas and water undertakings

respectively and of the Workman's Hall shall be applied for the following purposes:

As regards the gas and water undertakings respectively:

Firstly. In payment of the establishment charges that is to say of the expenses properly chargeable to revenue of conducting managing and maintaining the gas and water undertakings respectively and the works respectively connected therewith.

Secondly. In payment of the interest on the moneys borrowed for the purposes of such undertakings respectively under this Act and from time to time owing.

Thirdly. In providing for the instalments to be paid and for the payments to be made to the sinking funds under this Act for the discharge of the principal of any moneys borrowed or raised under the authority of this Act for the purposes of the gas and water undertakings respectively including working capital in accordance with the provisions in that behalf of this Act.

Fourthly. In payment of the sums by this Act authorised to be applied to the formation of a depreciation fund in respect of such undertakings respectively and the balance if any after deducting therefrom such reasonable sum as the Local Board may think fit for the purpose of carrying on the gas and water undertakings respectively shall be applied in aid and reduction of the general district rates.

As regards the Workman's Hall the moneys from time to time received by the Local Board therefrom as revenue shall be carried to the credit of the general district rates and the expense of maintaining and managing the Workman's Hall shall be defrayed by and out of the general district rates.

General district rate to be resorted to to make up deficiency in revenue from gas and water undertakings.

112. In case the revenue of the Local Board from the gas and water undertakings respectively shall in any year be insufficient for the purpose of defraying the costs charges and expenses of the Local Board with respect thereto under this Act the Board may include the amount of such insufficiency in their estimate for that or the following year and defray the same out of the general district rates.

Power to Local Board to form depreciation funds.

113. The Local Board in order to defray and provide for the expenses attendant upon or occasioned by any sudden breach or accident to the gasworks waterworks gas mains water mains engines plant or otherwise in relation thereto and for the purpose of maintaining such gasworks waterworks gas mains water mains engines and plant in efficient condition and repair may appropriate and set apart annually in equal amounts such proportion of their revenue arising from the sale of gas and water not exceeding one per centum on the aggregate amount expended by them for capital

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purposes on their gas undertaking and water undertaking respectively as they think fit and shall carry the sums so set apart to the credit of funds to be called respectively "the waterworks depreciation fund" and "the gasworks depreciation fund" and the Local Board may from time to time resort to these funds respectively for any purpose mentioned in this section but the said depreciation funds respectively shall not at any time exceed in the aggregate one tenth of the aggregate amount of capital expended by the Local Board upon the gas undertaking and the water undertaking respectively and so soon as such funds respectively shall reach that amount such appropriation and setting apart as aforesaid shall be suspended as regards that fund until such fund shall from any cause fall below such one tenth and any interest arising from the said depreciation funds respectively shall be carried from time to time to the credit of the gas and water accounts respectively and all sums paid into the said fund and the resulting income thereof shall be as soon as may be invested by the Local Board in such securities as they are for the time being authorised to invest their sinking fund in.

PART IX.

Miscellaneous.

Restriction on taking houses of labouring class.

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

Defining "labouring class."

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

Certain contracts not to disqualify members.

115. No person shall be disqualified from being continuing or acting as a member of the Local Board by reason of his being concerned in any contract entered into by the Local Board for a supply of gas or water or other matters articles or things under this Act or for the sale of any land for the purposes of this Act nor shall any mortgagee of the gas or water rents and rates to be levied under

this Act be disqualified as a member of the Local Board by reason of his being a mortgagee but no member shall vote upon any question in which he is interested personally otherwise than as a consumer of the gas or water of the Local Board.

Authentication of notices.

116. Any summons demand or notice or other such document to be given by the Local Board under this Act may be in writing or partly in writing and partly in print and if the same requires authentication by the Local Board the signature thereof by the clerk of the Local Board shall be a sufficient authentication.

Application of provisions of Public Health Act as to arbitration.

117. Save as in this Act is otherwise expressly provided the provisions contained in the one hundred and eightieth section of the Public Health Act 1875 with respect to arbitration shall extend to and be applicable in the case of any arbitration under this Act.

Powers of Act to be cumulative.

118. All powers given by this Act to the Local Board shall be deemed to be in addition to and not in derogation of any other powers conferred on them by any other Act of Parliament law or custom and such other powers may be exercised as if this Act had not been passed: Provided that no person shall incur more than one penalty (other than a daily penalty for a continuing offence) for the commission of the same offence.

Expenses of Act.

119. The costs charges and expenses preliminary to and of and incidental to the preparing and applying for and the obtaining and passing of this Act shall be paid by the Local Board in the first instance out of the district fund or general district rate and ultimately out of moneys borrowed under this Act including the costs charges and expenses incurred by the Local Board in or with the object of complying with the provisions of the Act of the session of Parliament held in the thirty-fifth and thirty-sixth years of the reign of Her present Majesty chapter ninety-one with respect to the Bill for this Act and all matters relating thereto as taxed and ascertained by the taxing officer of the House of Lords or of the House of Commons: Provided always that section 6 of the last-mentioned Act shall not apply to such costs charges and expenses.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

(*a.*) A piece of land situate in the parish of Llanwonno in the county of Glamorgan being a portion of the Penrhewceibr Wood No. 410 on the Ordnance Survey for the said parish scale $\frac{1}{2500}$ and belonging or reputed to belong to Arthur Vaughan Hanning Vaughan Lee George John Moore George Pargiter Fuller Walter Boden and John Talbot Dillwyn Llewellyn or some or one of them and in the occupation of the said Arthur Vaughan Hanning Vaughan Lee George John Moore George Pargiter Fuller Walter Boden John Talbot Dillwyn Llewellyn and James Bevan Phillips or some or one of them containing 3 acres or thereabouts bounded on the north-west by the road leading from the Aberdare turnpike road to Penrhewceibr and on the east and north-east by the River Cynon and on the west and south-west by the Aberdare branch of the Taff Vale Railway.

(*b.*) A piece of land situate in the said parish of Llanwonno comprising so much of the land numbered 1249 on the said Ordnance Survey as lies between the Clydach branch of the Taff Vale Railway and the River Clydach and a portion of the land numbered 1238 on the said Ordnance Survey both belonging or reputed to belong to Robert Thompson Crawshay and in the occupation of Edmund Edwards and called Ynys-y-bont containing 1 acre or thereabouts bounded on the north by part of the said land numbered 1238 on the south by the ditch or stream dividing the said land numbered 1249 from land numbered 1250 on the said Ordnance Survey on the east by the River Clydach and on the west by the Clydach branch of the Taff Vale Railway.

THE SECOND SCHEDULE.

AGREEMENT made the twenty-second day of February one thousand eight hundred and eighty-six between the PENRIKYBER GAS AND WATER COMPANY LIMITED (herein referred to as "the company") of the one part and the MOUNTAIN ASH LOCAL BOARD (herein referred to as "the Local Board") of the other part.

1. The company hereby agree to sell and the Local Board hereby agree to purchase the undertaking of the company at or for the price or sum of two

thousand four hundred pounds and subject to the following terms and conditions. A.D. 1886.

2. The undertaking shall be taken to include all the lands waterworks rights powers privileges and easements belonging to the company or to any person in trust for them or to which the company are in anywise entitled and all reservoirs conduits sluices embankments drains aqueducts watercourses filtering beds dams cuts channels mains pipes plant hydrants stores tools effects matters and things which on the first day of January next have been by them purchased provided laid down erected or placed in any place or house within the limits of the Local Board and which are the property of the company and are then used by them for or in connexion with the supply of water but not including debts then due to the company or any money then in the hands of the treasurer or bankers of the company or the balance of the company's revenue account for the year ending the thirty-first day of December next that balance shall be taken to include any water rents or other money due for water supplied before that day but not collected on or before that day and if any of such water rents or other money shall be received by the said Local Board the same shall forthwith be handed over to the company.

3. Until the first day of January next the company shall carry on their business as heretofore at their own expense and risk and for their own benefit and shall be liable for and shall pay and discharge all their debts and liabilities affecting or relating to their undertaking as they stand on the thirty-first day of December one thousand eight hundred and eighty-six.

4. The company shall not after the date of this agreement without the previous consent in writing of the Local Board enter into any contract for or incur any liability for new works or enlargement of existing works except as herein-after mentioned.

5. The company shall not after the date of this agreement dispose of mortgage or charge any part of their lands or buildings or grant issue or create any mortgage debenture debenture stock bond or other security charging the undertaking or any part thereof.

6. The company shall within a reasonable time complete and line with brickwork the new reservoir in a good and workmanlike manner and under the joint supervision of the chairman of the company Mr. Osborne Sheppard and the surveyor of the said Local Board.

7. The purchase shall be completed and the purchase money paid on the first day of January next. The rents and profits shall be received and the outgoings discharged by the company up to that date and as from that date by the Local Board. Such rents profits and outgoings shall if necessary be apportioned between the parties hereto as at the said date and until completion the company shall maintain uphold and keep the undertaking in its present state and condition.

8. If from any cause whatever the said purchase shall not be completed or the whole of the purchase money shall not be paid on the date aforesaid the Local Board shall as from that date pay to the company interest at the rate of

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six pounds per centum per annum on so much thereof as shall from time to time remain unpaid without prejudice however to the rights of the company to enforce specific performance of this agreement.

9. All contracts and engagements entered into by the company with reference to the undertaking which shall be in force on the said first day of January next shall be taken over by the Local Board as from that date.

10. On payment to the company of the said purchase money and all interest which may have become due on the same or any part thereof the company and all other necessary parties shall execute all proper and reasonable conveyances and assignments of the undertaking and the Local Board shall thereupon be let into possession of the undertaking and shall thenceforth assume and retain all the rights privileges duties and powers of the company and the company shall thereupon if required account to the Local Board for all rents and profits received and all outgoings paid subsequent to the said first day of January next.

11. The company shall within one calendar month from the passing of the Mountain Ash Local Board Act 1886 into an Act at their own expense deliver an abstract of their title to the Local Board and deduce a good title to the premises and the Local Board shall within twenty-eight days after the sending of the abstract deliver to the company's solicitors a statement in writing of any objections and requisitions in respect of the title or evidence of title or the abstract and if no objections and requisitions be so delivered the title shall be considered as accepted. The title shall commence with an indenture of conveyance bearing date the ninth day of October one thousand eight hundred and eighty-two made between George John Moore George Pargiter Fuller John Talbot Dillwyn Llewellyn and Walter Boden of the one part and the company of the other part.

12. The Local Board shall pay to the company all the costs and expenses which shall be incurred by the said company in and about the negotiations for the said purchase and completing this agreement and also in or about the deduction and verification of the title to the said lands and undertaking and also the costs and expenses of or incidental to the preparation and execution of all conveyances and assurances whatsoever which may be necessary for vesting the same in the Local Board.

13. This agreement is made subject to confirmation by Parliament and to such alterations as Parliament may think fit to make therein and the Local Board shall at their own expense promote the Bill in the present session of Parliament for confirming this agreement and the same shall if Parliament thinks fit be scheduled to the Bill and confirmed by the same when passed into an Act but if Parliament think fit to make any material alteration in this agreement it shall be competent to either party to withdraw therefrom.

14. If at any time any question shall arise between the company and the Local Board as to the intent construction effect and meaning of this agreement every such question shall (unless it can be otherwise satisfactorily arranged and disposed of) be referred to and determined by arbitration according to the

provision with respect to the determination of disputes by arbitration of the Railways Clauses Consolidation Act 1845. A.D. 1886.

In witness whereof the respectives parties hereto have hereunto caused their respective common seals to be affixed the day and year first above written.

The common seal of the Mountain Ash Local Board was hereunto affixed at a meeting of the said Local Board duly convened and held on the twenty-second day of February one thousand eight hundred and eighty-six by William Little the presiding chairman of the said Local Board in the presence of

H. P. Linton
Solicitor Cardiff.



The common seal of the Penrikyber Gas and Water Company Limited was hereunto affixed at a meeting of the directors of the company duly convened and held on the twenty-fifth day of February one thousand eight hundred and eighty-six by Osborne Sheppard the presiding chairman of the said company in the presence of

H. P. Linton
Solicitor Cardiff.



THE THIRD SCHEDULE.

An Agreement made this twelfth day of May one thousand eight hundred and eighty-six between Nixon's Navigation Company Limited (herein-after referred to as "the company") of the one part and the Mountain Ash Local Board (herein-after referred to as the "Local Board") of the other part being an agreement for the sale and purchase of the waterworks of the company.

1. The company shall sell and the Local Board shall purchase all such interest as the company is entitled to dispose of under and by virtue of the several indentures specified in the schedule hereto of and in all those waterworks called or known as the Mountain Ash Waterworks situate and being in the parishes of Aberdare and Llanwonno in the county of Glamorgan and the Darranlas Reservoir manager's house and land within the walls thereof and all works buildings machinery mains pipes hydrants stopcocks valves apparatus meters and things belonging thereto or used in connexion therewith and of and in all ways waters watercourses rights powers privileges easements and appurtenances of every kind thereto belonging or appertaining or used enjoyed or exerciseable in connexion therewith (all which premises herein-before agreed to be sold are herein-after comprised in the term undertaking and are now vested in or in the occupation possession use or enjoyment of the company) and also the goodwill of the company of and in the said undertaking and the business carried on in connexion with the said waterworks together with full and free liberty license and authority for the Local Board for the purpose of supplying and feeding the

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said waterworks or for any other purposes in connexion therewith to use and divert all or any of the waters streams and watercourses now used or enjoyed or which may be used or enjoyed for or in connexion with the said waterworks and which are or may be in or upon all or any of the lands coloured blue and pink on the plan signed by Henry Piper Linton and Thomas Williams solicitors to the parties hereto and together also with all other waters water rights powers and privileges belonging to or used by the company upon flowing from over through or in respect of the said lands coloured blue and pink but so that the Local Board shall only erect engines or other machinery for raising or supplying the water so to be used and diverted upon such terms and subject to such restrictions and conditions as may be agreed to by the Local Board and the company or failing agreement as may be determined by arbitration pursuant to the twenty-third clause hereof and together also with full and free liberty license power and authority to and for the Local Board and their agents servants and workmen with or without horses carts engines and other contrivances from time to time to enter into and upon the lands coloured blue and pink or any part thereof for the purpose of using or diverting all or any of the waters streams of water and watercourses upon or flowing from the said lands coloured blue and pink to erect such engine houses pumps and other works and to dig make and form such and so many reservoirs ponds trenches ditches channels drains watercourses and other works and cuttings whether open or covered and to lay such mains pipes and conduits as they may think proper and to heap up or deposit all or any of the refuse rubbish or excavated earth on the said land coloured blue and pink or any part thereof doing in the exercise of the powers to be conferred upon them as little damage as may be to the said lands and minerals thereunder and to the other property of the company and making fair and reasonable compensation to the company and also to the owners of the said lands and minerals and other property so damaged and the lessees or tenants for such damage the amount of such compensation to be settled by arbitration pursuant to clause 23 of this agreement.

2. The company shall within one month from the passing of the Bill herein-after mentioned into an Act supply the Local Board with true copies of their water rentals for the past three years and with true copies of their maps and plans relating to their water undertaking and will produce the originals for inspection if required.

3. The Local Board shall form at their own cost and expense a sufficient road to a service tank on the Ffrwd Brook paying the owners for the requisite land a fair and reasonable price such price in case of difference to be determined by arbitration as herein-after provided.

4. Water not exceeding twenty-four thousand gallons per diem of twenty-four hours shall be supplied by meter to the company by the Local Board at a rate to be agreed upon and failing agreement to be determined by arbitration as herein-after provided by clause 23.

5. The purchase shall not include debts due to the company or any money in their hands or the water rents and other revenue of the company including arrears of water rents up to and including the quarter ending the thirtieth day of June one thousand eight hundred and eighty-seven and if any of such water rents or other money shall be received by the Local Board the same shall forthwith be handed over or accounted for to the company.

6. The company shall at their expense and for their own benefit carry on manage and maintain the undertaking up to and including the thirtieth day of June one thousand eight hundred and eighty-seven in the ordinary course of business as heretofore and shall continue to keep the works and all matters and things requiring the same in good and proper order repair and condition reasonable wear and tear and unforeseen accidents excepted but the company shall not make any payment nor without the consent in writing under the seal of the Local Board enter into any contract or do any act not necessary in the ordinary course of the maintenance of the said works matters and things and the proper conduct of the said undertaking.

7. If from any cause the purchase be not completed on the first day of July one thousand eight hundred and eighty-seven the company shall carry on manage and maintain the undertaking until such completion provided that such carrying on management and maintenance shall be at the risk and for the benefit of the Local Board and that the company shall upon the completion of the said purchase account to the Local Board for all receipts and expenditure and shall pay to or receive from the Local Board any balance which may be found to be due on revenue account in respect thereof and the provisions of the last preceding article shall in all other respects apply to such carrying on management and maintenance.

8. Upon the completion of the purchase the company shall cease to supply water for any purpose within the district of the Local Board except as hereinafter provided.

9. The company are in addition to the water to be supplied under clause 4 to be entitled free of charge at all times to a supply of water for the horses employed at their Deep Duffryn Colliery not exceeding six thousand gallons per day of twenty-four hours such supply to be delivered to the company into a reservoir or tank to be provided by the Local Board at their expense upon the company's property.

10. The Local Board shall at their own expense provide cattle drinking troughs and keep the same supplied with water free of charge upon the following farms for the use of the cattle grazing there viz.:—Two on Troedyrhew Forest Farm one on Gwern Ivor Farm and two on Glyn Gwyn Farm but only in such places as the company may appoint and provided that the Local Board shall not have to carry the water more than fifty feet from the mains to each trough.

11. For the purpose of regulating the taking of water by the Local Board from the Ffrewd Brook the following provisions shall take effect viz.:—The Local Board shall be entitled at all times to take water from the said brook for all purposes other than for manufacturing and colliery purposes and for flushing sewers and watering streets and when and so long as there is a sufficiency of water for the supply of the company's boilers for the time being at their Deep Duffryn Colliery damping the pit head screens and ashes from the said boilers and cooling the bearings of the engines the Local Board shall be entitled to take water from the said brook for all purposes whatsoever so that they leave enough for the said boilers and damping and cooling as aforesaid for and during any period of two consecutive months succeeding a drought of three weeks during which there shall not have been a greater aggregate rainfall on the area

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draining to the said brook than three fourths of an inch the Local Board shall be entitled on giving three days written notice to the company to take water from the said brook for all purposes but at the end or expiration of the said period of two months they shall discontinue to take such water for manufacturing or colliery purposes or for flushing sewers or watering streets until there is a sufficiency of water in the said brook for the supply of the said boilers and damping and cooling as aforesaid provided that if during the said period of two months there shall occur a similar rainfall of three quarters of an inch in three consecutive weeks the company shall be entitled to recommence taking the said water for their said boilers and damping and cooling. The rainfall herein referred to shall be ascertained by a rain gauge to be provided and maintained by the Local Board at the Darranlas Reservoir.

12. The Company shall be at liberty so far as the Local Board are concerned to lay down pipes in any portion of the Local Board district for supplying their own collieries works and agents and managers houses with water and for this purpose to open the roadways in the Local Board district. All such works and operations shall be executed under the superintendence and to the reasonable satisfaction of the Local Board surveyor and without doing any injury to their drains or sewers water or gas mains and pipes and apparatus or other property of the Local Board.

13. If sinking operations take place on the Clydach property of the company the company shall construct a proper and sufficient weir upon or across the River Clydach at a point opposite works to be erected by them for such sinking operations and the Local Board shall at all times after the company shall have commenced such sinking operations permit and suffer to pass by and round the reservoir to be constructed by the Local Board into the river or stream immediately below the said reservoir such a quantity of water as together with the other water flowing in the River Clydach below the said reservoir shall insure there being at all times a sufficient quantity in the said river to meet the requirements of the company such requirements per day of 24 hours to be settled by agreement or failing agreement by arbitration in manner herein-after provided.

14. It is also agreed that the company reserve all minerals and may exercise and are hereby authorised to exercise all mineral rights over or under any lands taken by the Local Board or over which they exercise any rights under this agreement and over which the company now have such rights and the Local Board shall not acquire or be entitled to acquire any minerals or right to support by minerals under or adjacent to any of their mains conduits pipes trenches ditches or other channels for the carriage of water but the provisions of the Acts intended to be incorporated by the Bill now before Parliament shall apply to the minerals under and adjacent to the reservoirs of the Local Board and the supports thereof.

15. The company are also to be entitled to all water and water rights excepting such as are hereby agreed to be sold to the Local Board.

16. The price or sum to be paid by the Local Board to the company for their interest in the said undertaking goodwill and lands and other rights under this agreement shall be such price or sum as having regard to the provisions of this greement shall be determined by an arbitrator to be appointed in writing by

the parties hereto or if they fail to agree by an arbitrator to be appointed by the Board of Trade on the application of either party.

17. The arbitration referred to in clause 16 shall be held at such times and places as the arbitrator may think fit to appoint and sub-sections 12 14 and 15 of section 180 of the Public Health Act 1875 shall apply thereto except to the extent that the same are hereby expressly varied. The costs of this agreement the costs of abstract verifying and deducing the company's title the costs of conveyance the stamp duty the costs of the arbitration and award including stamp duty and all costs of and incident to the carrying out of this agreement shall be borne by the Local Board and should it be found necessary to pay the purchase money into court the Local Board shall pay the costs of the interim and permanent investment thereof and all necessary applications to the court and other proceedings relating thereto and neither party shall appear by more than one counsel nor call more than two professional witnesses before the arbitrator. If any arbitrator to be appointed under this agreement shall die or become incapable to act before the making of his award the Board of Trade shall on the application of either party appoint an arbitrator to act in his place who shall conduct the arbitration in accordance with the provisions of this clause.

18. The purchase shall be completed and the purchase money paid on or before the first day of July 1887. The rents and profits shall be received and the outgoings discharged by the company up to that date and as from that date by the Local Board. Such rents profits and outgoings shall if necessary be apportioned between the parties hereto as at the said date.

19. If from any cause whatever the said purchase shall not be completed or the whole of the purchase money shall not be paid on the date aforesaid the Local Board shall as and from that date pay to the company interest at the rate of £7 10*s.* 0*d.* per cent. per annum on so much of the said purchase money as shall from time to time remain unpaid.

20. The contracts and engagements entered into by the company in reference to the supply of water and meters which shall be in force on the first day of July 1887 shall be taken over by the Local Board as from that date to the extent of the district hereafter to be supplied by the Local Board as aforesaid.

21. On payment to the company of the said purchase money and all interest which may have become due on the same or any part thereof the company and all necessary parties shall execute all proper and reasonable conveyances and assignments of the undertaking and the Local Board shall thereupon be let into possession of the same and shall thenceforth assume and retain all the rights privileges duties and powers hereby agreed to be sold qualified and except as aforesaid and the company shall thereupon if required account to the Local Board for all rents and profits received and all outgoings paid subsequent to the said thirtieth day of June one thousand eight hundred and eighty-seven. There shall be contained in the said conveyances and assignments all such grants conveyances and exceptions reservations clauses covenants and stipulations as shall be reasonably required for effectually securing to the company the full benefit of the reservations exceptions rights powers privileges remedies and agreements hereby agreed to be reserved or otherwise secured to the company and the Local Board shall at their own expense execute and deliver to the company a duplicate of every such conveyance and assignment.

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22. The company shall within one calendar month from the passing into an Act of the Bill intituled the Mountain Ash Local Board Bill 1886 deliver an abstract of their title to the Local Board commencing with the several indentures set forth in the schedule hereto and deduce a good holding title to the undertaking subject to the conditions herein mentioned and the Local Board shall within twenty-eight days after the receipt of the abstract deliver to the company's solicitor a statement in writing of any objections and requisitions in respect of the title or evidence of title or the abstract and from and after the expiration of the period aforesaid the title shall subject to any objections and requisitions which may be so delivered be considered as accepted.

23. If any doubt difference question or dispute shall hereafter arise between the parties hereto relating to this agreement or the construction thereof before the making of the award by the arbitrator acting under this agreement the same shall be referred to such arbitrator and if any such doubt question difference or dispute subsequently arise the same shall be referred to two arbitrators or their umpire pursuant to the Common Law Procedure Act 1854 or any then subsisting statutory modification thereof and with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the said Act.

24. This agreement is made subject to confirmation by Parliament and to such alterations as Parliament may think fit to make therein and the Local Board shall at their own expense promote the Bill now before Parliament for confirming this agreement and this agreement shall if Parliament think fit be scheduled to the Bill and confirmed by the same when passed into an Act.

25. The company shall refrain from all opposition to the said Bill in its passage through Parliament and shall do and concur in all necessary acts and proceedings to facilitate the passing thereof.

In witness whereof the company and the Local Board have caused to be hereunto affixed their respective common seals the day and year first above written.

The common seal of Nixon's Navigation Company Limited was hereunto affixed at a meeting of the directors of the said company duly convened and held on the eleventh day of May one thousand eight hundred and eighty-six by John Selby Gray in the presence of

The Common Seal of Nixon's Navigation Company Limited.

JOHN NIXON
Chairman.

The common seal of the Mountain Ash Local Board was hereunto affixed at a meeting of the Board duly convened and held on the twelfth day of May one thousand eight hundred and eighty-six by Thomas Edwards chairman in the presence of

The Common Seal of the Mountain Ash Local Board.

H. P. LINTON
Solicitor
Cardiff.

The SCHEDULE herein-before referred to.

5 May 1854.	Indenture of lease made between John Bruce Pryce Esq. of the one part and David Williams of the other part.
1 May 1868.	Indenture of lease made between John Bruce Pryce Esq. of the one part and John Nixon Octavius Henry Smith and Hugh Taylor Esq. of the other part.
17 May 1868.	Indenture of demise made between John Bruce Pryce Esq. of the one part and the said John Nixon Octavius Henry Smith and Hugh Taylor of the other part.
8 August 1867.	Indenture of conveyance made between Crawshay Bailey Esq. of the one part and the said John Nixon and others of the other part.
17 May 1871.	Indenture of lease made between Henry Seymour Allen Esq. of the first part Lady Catherine Allen of the second part and the said John Nixon and others of the third part.

THE FOURTH SCHEDULE.

AN AGREEMENT made this twelfth day of May one thousand eight hundred and eighty-six between NIXON'S NAVIGATION COMPANY LIMITED (herein-after referred to as "the company") of the one part and THE MOUNTAIN ASH LOCAL BOARD (herein-after referred to as "the Local Board") of the other part.

1. The company shall sell and the Local Board shall purchase all those the rights powers privileges and easements belonging to the company or any person in trust for them or to which the company are in anywise entitled in relation to the sale and supply of gas within the district of the Local Board and all mains pipes plant lamps lamp irons meters syphons and apparatus fittings and effects which have been by them purchased provided laid down erected or placed in any street road lane or place within the Local Board district which form part of the company's gas undertaking and are used by them for or in connexion with the supply of gas and which are herein-after described as the said gas mains and distributing apparatus as also the goodwill of the company in respect of such gas mains and distributing apparatus and gas supply save and except and reserving to the company so much and such parts thereof as are within the company's collieries works and yard and save and except and reserving to the company the mains pipes and apparatus leading or which may lead to the agents and managers houses situate at Mountain Ash in the county of Glamorgan and the right to supply such collieries works yard and houses with gas and save as herein-after further provided.

2. The company shall within one month from the passing of the Bill herein-after mentioned into an Act supply the Local Board with true copies of their gas rentals for the past three years and with true copies of their maps and

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plans relating to their gas undertaking and will produce the originals for inspection if required.

3. The company are to retain the gasworks and plant in or upon their own railways sidings and premises either above or below ground and necessary for the supply of such collieries and works and their agents or managers houses with gas.

4. The company shall be at liberty to lay down pipes in any portion of the Local Board district for the supply of their own collieries and works and agents and managers houses with gas and for this purpose to open the roadways in the Local Board's district all such works and operations to be executed under the superintendence and to the reasonable satisfaction of the Local Board's surveyor and without doing any injury to their drains or sewers water or gas mains and pipes and apparatus or other property of the Local Board or in case any injury be so done paying proper compensation subject in the event of disagreement to arbitration as provided in clause 15 of this agreement.

5. The company reserve all minerals and may exercise and are hereby authorised to exercise all mineral rights over or under any lands taken or used by the Local Board or over which they exercise any rights under this agreement and over which the company now have such rights and this agreement is subject to all such rights.

6. The company shall at their expense supply gas within the district of the Local Board up to the thirty-first day of December one thousand eight hundred and eighty-seven in the ordinary course of business as heretofore and shall continue to keep the said gas mains and distributing apparatus in good working order repair and condition reasonable wear and tear and unforeseen accidents excepted but the company shall not make any payment nor without the consent in writing under the seal of the Local Board enter into any contract or do any act not necessary in the ordinary course of the maintenance of the said gas mains and distributing apparatus and the proper conduct of the said supply of gas.

7. The price or sum to be paid by the Local Board to the company for the said gas mains and distributing apparatus forming part of the gas undertaking and goodwill thereof as aforesaid shall be such price or sum as shall be determined by an arbitrator to be appointed in writing by the parties hereto or if they fail to agree by an arbitrator to be appointed by the Board of Trade on the application of either party.

8. The arbitration shall be held at such times and places as the arbitrator may think fit to appoint and sub-sections 12, 14 and 15 of section 180 of the Public Health Act 1875 shall apply thereto except to the extent that the same are hereby expressly varied. The costs of this agreement the costs of abstract verifying and deducing the company's title the costs of conveyance the stamp duty the costs of the arbitration and award including stamp duty and all costs of and incident to the carrying out of this agreement shall be borne by the Local Board: And should it be found necessary to pay the purchase money into court the Local Board shall pay the costs of the interim and permanent investment thereof and all necessary applications to the court and other proceedings relating thereto and neither party shall appear upon such arbitration by more than one counsel nor call more than two professional witnesses. If any

arbitrator to be appointed under this agreement shall die or become incapable to act before the making of his award the Board of Trade shall on the application of either party appoint an arbitrator to act in his place who shall conduct the arbitration in accordance with the provisions of this clause.

9. The purchase shall be completed and the purchase money paid on or before the 1st day of January 1888. The rents and profits shall be received and the outgoings in respect of the purchased premises discharged by the company up to date of completion and as from that date by the Local Board.

10. If from any cause the purchase be not completed on the 1st day of January 1888 the company shall continue to carry on manage and maintain the said supply of gas gas mains and apparatus as hitherto until such completion at their own expense and to and for their own benefit. Upon the completion of the purchase the company shall cease to supply gas for any purpose within the district of the Local Board except as aforesaid.

11. All contracts and engagements entered to by the company for the supply of gas for public and private purposes which shall be in force on the 31st day of December 1887 shall be taken over by the Local Board as from that date or from the date of actual completion except as aforesaid.

12. On payment to the company of the purchase money the company and all necessary parties shall execute all proper and reasonable assignments of the said gas mains and distributing apparatus hereby agreed to be sold and purchased and the Local Board shall thereupon be let into possession of the same and shall thenceforth assume and retain all the rights privileges duties and powers of the company to the before-mentioned extent.

13. All rights powers and privileges of the company relating to the gas mains and distributing apparatus gas supply and goodwill hereby agreed to be sold and purchased shall upon the completion of the purchase vest in and be exercised by the Local Board.

14. The company shall within one calendar month from the passing into an Act of the Bill intituled the Mountain Ash Local Board Bill 1886 deliver an abstract of their title to the Local Board to the said gas mains and distributing apparatus and the Local Board shall within twenty-eight days after the receipt of the abstract deliver to the company's solicitor a statement in writing of any objections and requisitions in respect of the title or evidence of title or the abstract and if no objections and requisitions be so delivered the title shall be considered as accepted.

15. If any doubt question difference or dispute shall hereafter arise between the parties hereto relating to this agreement or the construction thereof before the making of the award by the arbitrator acting under this agreement the same shall be referred to such arbitrator and if any such doubt question difference or dispute subsequently arise the same shall be referred to two arbitrators or their umpire pursuant to the Common Law Procedure Act 1854 or any then subsisting statutory modification thereof and with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the said Act.

16. This agreement is made subject to confirmation by Parliament and to such alterations as Parliament may think fit to make therein and the Local

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Board shall at their own expense promote the Bill now before Parliament for confirming this agreement and this agreement shall if Parliament think fit be scheduled to the Bill and confirmed by the same when passed into an Act.

17. The company shall refrain from all opposition to the said Bill in its passage through Parliament and shall do and concur in all necessary acts and proceedings to facilitate the passing thereof.

In witness whereof the company and Local Board have caused to be hereunto affixed their respective common seals the day and year first before written.

The common seal of Nixon's Navigation Company Limited was hereunto affixed at a meeting of the directors of the company duly convened and held on the eleventh day of May one thousand eight hundred and eighty-six by John Selby Gray in the presence of

The Common Seal of Nixon's Navigation Company Limited.

JOHN NIXON
Chairman.

The common seal of the Mountain Ash Local Board was hereunto affixed at a meeting of the board duly convened and held on the twelfth day of May one thousand eight hundred and eighty-six by Thomas Edwards chairman in the presence of

The Common Seal of the Mountain Ash Local Board.

H. P. LINTON
Solicitor
Cardiff.

THE FIFTH SCHEDULE.

AGREEMENT made the twenty-second day of February one thousand eight hundred and eighty-six between THE MOUNTAIN ASH WORKMAN'S HALL COMPANY LIMITED (herein referred to as "the company") of the one part and the MOUNTAIN ASH LOCAL BOARD (herein referred to as the "Local Board") of the other part.

1. The company shall sell and the Local Board shall purchase the undertaking of the company at or for the price or sum of one thousand pounds subject to the following terms and conditions:

2. The undertaking shall be taken to include the Workman's Hall Mountain Ash and all lands premises rights powers privileges easements and appurtenances belonging to the company or to any person in trust for them or to which the company are in anywise entitled but not including debts due to the company or any money in the hands of the treasurer or bankers of the company or the balance of the company's revenue account for the year ending the thirty-first day of December one thousand eight hundred and eighty-six and if any of such debts shall be received by the Local Board the same shall forthwith be handed over to the company.

3. The company shall be liable for and shall pay and discharge all their debts and liabilities affecting or relating to their undertaking as they stand on the thirty-first day of December one thousand eight hundred and eighty-six.

4. The company shall not after the date of this agreement without the previous consent in writing of the Local Board enter into any contract for or incur any liability for new premises or enlargement of existing premises.

5. The company shall not after the date of this agreement dispose of mortgage or charge any part of their undertaking or grant issue or create any mortgage debenture debenture stock bond or other security charging the undertaking or any part thereof.

6. The purchase shall be completed and the purchase money paid on the first day of January next. The rents and profits shall be received and the outgoings discharged by the company up to that date and as from that date by the Local Board. Such rents profits and outgoings shall if necessary be apportioned between the parties hereto as at the said date: And until completion the company shall maintain uphold and keep the undertaking in its present state and condition.

7. If from any cause whatever the said purchase shall not be completed or the whole of the purchase money shall not be paid on the date aforesaid the Local Board shall as from that date pay to the company interest at the rate of five pounds per centum per annum on so much thereof as shall from time to time remain unpaid.

8. All contracts and engagements entered into by the company with reference to the undertaking which shall be in force on the said first day of January next shall be taken over by the Local Board as from that date.

9. On payment to the company of the said purchase money and all interest which may have become due on the same or any part thereof the company and all other necessary parties shall execute all proper and reasonable conveyances and assignments of the undertaking and the Local Board shall thereupon be let into possession of the undertaking and shall thenceforth assume and retain all the rights privileges duties and powers of the company and the company shall thereupon if required account to the Local Board for all rents and profits received and all outgoings paid subsequent to the said first day of January next.

10. The company shall within one calendar month from the passing of the Bill intituled the Mountain Ash Local Board Act 1886 into an Act at their own expense deliver an abstract of their title to the Local Board and deduce a good title to the premises and the Local Board shall within twenty-eight days after the sending of the abstract deliver to the company's solicitors a statement in writing of any objections and requisitions in respect of the title or evidence of title or the abstract and if no objections and requisitions be so delivered the title shall be considered as accepted. The title shall commence with indentures of lease bearing date the twenty-first day of December one thousand eight hundred and eighty-three made respectively between Nixon's Navigation Company Limited of the one part and the Mountain Ash Workman's Hall Company Limited of the other part and the Right Honourable Henry Austen

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Bruce Baron Aberdare of the one part and the Mountain Ash Workman's Hall Company Limited of the other part.

11. The Local Board shall pay the stamp duty on the amount of the purchase money and shall also pay to the company all the costs and expenses which shall be incurred by the said company in and about the negotiations for the said purchase and completing this agreement and also in or about the deduction and verification of the title to the said lands and undertaking and also the costs and expenses of or incidental to the preparation and execution of all conveyances and assurances whatsoever which may be necessary for vesting the same in the Local Board.

12. This agreement is made subject to confirmation by Parliament and to such alterations as Parliament may think fit to make therein and shall if Parliament think fit be scheduled to the Bill and confirmed by the same when passed into an Act but if Parliament think fit to make any material alteration in this agreement it shall be competent to either party to withdraw therefrom.

In witness whereof the respective parties hereto have hereunto caused their respective common seals to be affixed the day and year first above written.

The common seal of the Mountain Ash Local Board was hereunto affixed at a meeting of the said Local Board duly convened and held on the twenty-second day of February one thousand eight hundred and eighty-six by William Little the presiding chairman of the said Local Board in the presence of

The Common Seal of the Mountain Ash Local Board.

H. P. Linton
Solicitor Cardiff.

The common seal of the Mountain Ash Workman's Hall Company Limited was hereunto affixed at a meeting of the directors of the said company duly convened and held on the second day of March one thousand eight hundred and eighty-six by John Griffiths the presiding chairman of the said company in the presence of

The Common Seal of the Mountain Ash Workman's Hall Company Limited.

Morgan Morgan
Maesydderwen Mountain Ash.

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