# CHAPTER lxxxiii.

An Act to authorise the Mayor Aldermen and Burgesses of the borough of Neath in the county of Glamorgan to acquire the undertaking of the Neath Water Company to construct Waterworks and supply Water and for other purposes. [20th July 1894.]

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WHEREAS the borough of Neath in the county of Glamorgan is a municipal borough under the government of the mayor aldermen and burgesses thereof (in this Act called "the Corporation") and the Corporation are the urban sanitary authority under the Public Health Act 1875 for the district comprised in the said borough:

And whereas by the Neath Water Supply Act 1861 the Neath Water Company (in this Act called "the Company") were incorporated and authorised to construct waterworks and supply water within the limits therein mentioned and by the Neath Water (Extension) Act 1865 the Neath Water Order 1876 and the Neath Waterworks Act 1885 additional powers were conferred upon the Company for the construction of waterworks and in other respects and their limits of supply were extended and now include the borough of Neath the district of the Briton Ferry Local Board and part of the district of the Neath Rural Sanitary Authority:

And whereas by an agreement made between the Company and the Corporation dated the ninth day of December one thousand eight hundred and ninety-three which is set forth in the First Schedule to this Act the Company and the Corporation agreed for the transfer to the Corporation of the undertaking of the Company on the terms contained in the said agreement and it is expedient that the said agreement should be confirmed and that the undertaking of the Company should be transferred to and vested in the Corporation accordingly and that the Corporation should be authorised to construct additional waterworks for the better supply of water:

[*Price* 2*s*. 6*d*.]

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And whereas in addition to the moneys which will be required for carrying out the transfer of the undertaking estimates have been prepared by the Corporation for the purchase of land for and the execution of the various works by this Act authorised and for the extension of mains and other waterworks purposes and such estimates amount in all to twenty thousand pounds and the works included therein are permanent works within the meaning of section 234 of the Public Health Act 1875:

And whereas the reservoir intended to be constructed under the powers of this Act will be situate on the property known as the Gnoll Estate of which Charles Evan-Thomas is or claims to be the owner and the existing filter-beds of the Company are situate on the said estate and are held by the Company under a lease dated the first day of March one thousand eight hundred and seventy-six which contains a covenant by the Company not to assign underlet or part with the possession of the premises thereby demised together with a proviso for re-entry by the lessor on breach of the said covenant and the Corporation by reason of the said covenant and for the purpose of facilitating the transfer of the undertaking of the Company to the Corporation have entered into the agreement with the said Charles Evan-Thomas set forth in the Second Schedule to this Act and it is expedient that such agreement should be confirmed:

And whereas the reservoir authorised by the Neath Waterworks Act 1885 has not been constructed and its construction will be rendered unnecessary by the construction of the reservoir by this Act authorised and it is expedient that the Corporation be authorised to abandon the construction of the said reservoir authorised by the said Act of 1885 and that the deposit fund mentioned in section 9 of that Act should after the transfer of the undertaking of the Company to the Corporation be paid to the Corporation:

And whereas the paid-up capital of the Company is twenty-nine thousand seven hundred and twenty pounds divided into two thousand nine hundred and seventy-two shares of ten pounds each and the Company have raised by debenture stock and bonds and now owe eight thousand nine hundred and sixty-four pounds:

And whereas it is expedient that the Corporation be authorised to borrow money for the purposes of this Act and that the further powers in this Act mentioned should be conferred upon them:

And whereas an absolute majority of the whole number of the council at a meeting held on the twenty-first day of December one thousand eight hundred and ninety-three after ten clear days notice by public advertisement of such meeting and of the purposes thereof in the "Cambrian" a local newspaper published and circulating in

the borough (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 borough fund and borough rate:

And whereas such resolution was published twice in a local newspaper published and circulating in the borough and has received the approval of the Local Government Board:

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 council at a further special meeting held in pursuance of a similar notice on the second day of February one thousand eight hundred and ninety-four being not less than fourteen days after the deposit of the Bill in Parliament:

And whereas the owners and ratepayers of the borough by resolution in the manner provided in the Third Schedule of the Public Health Act 1875 consented to the promotion of the Bill for this Act:

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

And whereas the purposes aforesaid 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:—

## PART I.—Preliminary.

Short title.

**1.** This Act may be cited for all purposes as the Neath Corporation Water Act 1894.

Act divided into parts.

**2.** This Act is divided into parts as follows:—

Part I.—Preliminary.
Part II.—Transfer of undertaking and dissolution of Company.
Part III.—Works.
Part IV.—Financial.
Part V.—Miscellaneous.

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Incorporation of general Acts.

**3.** The Lands Clauses Acts and the Waterworks Clauses Acts 1847 and 1863 (except the provisions of the Waterworks Clauses Act 1847 with respect to the amount of profit to be received by the undertakers) are (except where expressly varied by or inconsistent with the provisions of this Act) incorporated with and form part of this Act Provided that the Waterworks Clauses Act 1847 as incorporated with this Act shall be read and 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 from section 44 thereof and in construing the said incorporated Acts for the purposes of this Act "the promoters" "the undertakers" or "the Company" mean the Corporation unless there be something in the subject or context repugnant to such constructions respectively.

Interpretation.

**4.** In this Act—

"The Corporation" means the mayor aldermen and burgesses of the borough of Neath;

"The borough" means the borough of Neath;

"The town clerk" means the town clerk of the borough;

"The Company" means the Neath Water Company;

"The Company's Acts" means the Neath Water Supply Act 1861 the Neath Water (Extension) Act 1865 the Neath Water Order 1876 and the Neath Waterworks Act 1885 so far as the same are in force and unrepealed at the passing of this Act;

"The debenture debt" means the existing debenture stock and bonds of the Company amounting to eight thousand nine hundred and sixty-four pounds the particulars whereof are set forth in the transfer agreement;

"The undertaking of the Company" includes all and singular the lands buildings works reservoirs mains pipes apparatus waters springs streams property powers rights privileges and authorities whatsoever of the Company other than their uncalled capital and loose stock and plant;

"Water revenue" means the revenue received by the Corporation from or in respect of their water undertaking;

"The transfer agreement" means the agreement between the Company and the Corporation set forth in the First Schedule to this Act;

"The Gnoll Estate agreement" means the agreement between Charles Evan-Thomas and the Corporation set forth in the Second Schedule to this Act.

Execution of Act.

**5.** This Act shall be carried into execution by the Corporation acting by the council as an urban authority with all the powers privileges immunities and duties of the Corporation.

Limits of Act.

**6.** Subject to the provisions of this Act the limits of this Act for the supply of water (in this Act called "the water limits") shall be the existing limits under the Company's Acts which limits are set forth in the Third Schedule to this Act.

## PART II.—Transfer of the Undertaking and Dissolution of Company.

Agreement with Company confirmed.

**7.** The transfer agreement between the Company of the one part and the Corporation of the other part as set forth in the First Schedule to this Act is hereby subject to the provisions of this Act ratified and confirmed and may and shall be carried into effect accordingly.

Transfer of undertaking of Company.

**8.**—(1) On payment by the Corporation to the Company of the sum of thirty thousand and seventy pounds in the transfer agreement mentioned together with interest thereon at the rate of four pounds per centum per annum from the first day of July one thousand eight hundred and ninety-four and of the price of the loose stock and plant of the Company fixed as in the said agreement mentioned the undertaking of the Company shall by virtue of this Act be transferred to and vested in the Corporation as on and from the first day of July one thousand eight hundred and ninety-four with the same title and for the same estate and interest as the Company held the same subject to the debenture debt of the Company.

(2) A receipt signed by three of the directors of the Company or by the bankers of the Company on behalf of the Company shall be a sufficient discharge to the Corporation for the said sum of thirty thousand and seventy pounds and interest and for the price of the loose stock and plant if such stock and plant shall be purchased and shall be conclusive evidence of the vesting of the undertaking and of the said stock and plant respectively of the Company in the Corporation And the Corporation shall not be concerned to see to the application of the said purchase money or be answerable for the loss or misapplication thereof.

Corporation to take over mortgage or debenture debts of the Company.

**9.** The Corporation shall from the date of transfer take over the debenture debt and shall relieve the Company from all liability for payment of the same and all interest accruing thereon from the first day of July one thousand eight hundred and ninety-four and the said debt shall after the transfer continue to be charged on the water undertaking of the Company by this Act transferred to the Corporation in the same manner in all respects as before such

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transfer and subject to the provisions of this Act the Corporation may by agreement with the persons entitled thereto continue to renew the said debt or any part thereof when the same becomes due and payable on any terms the Corporation may think fit on the security of the rates and charges leviable under the provisions of this Act and of the rates and revenues of the Corporation or any part of them.

Copy of Act to be duly stamped.

**10.** Within six months after the transfer the Corporation shall produce to the Commissioners of Inland Revenue a copy of this Act printed by Her Majesty's printers and duly stamped with an ad valorem stamp duty of the same amount as would have been payable in respect of a conveyance of the undertaking of the Company for the considerations provided by the transfer agreement and if the Corporation shall not within the said period of six months produce to the Commissioners of Inland Revenue such copy of this Act duly stamped as aforesaid the said ad valorem duty shall be recoverable from the Corporation with full costs of suit and all costs and charges attending the same.

Application of Company's Acts to Corporation.

**11.** From and after the transfer all the powers rights privileges and authorities duties and liabilities of the Company under the Company's Acts and the Acts therewith incorporated shall be by virtue of this Act transferred to vested in and imposed upon and may be exercised by the Corporation and those Acts shall be read and have effect as if the Corporation had been named therein instead of the Company subject to the provisions of this Act and to the following exceptions:—

(1) The provisions of the Companies Clauses Consolidation Act 1845 and of the Companies Clauses Act 1863 incorporated with the Company's Acts shall not apply to the Corporation;

(2) Sections 30 and 34 of the Neath Water Supply Act 1861 and the provisions of the Company's Acts and of the Acts incorporated therewith relating to the constitution of the Company and meetings of directors and to share or loan capital and to dividends and limitation on and application of the profits of the Company and to the accounts of the Company shall not apply to the Corporation.

Supply to be constant.

**12.** Notwithstanding anything in the Company's Acts the water to be supplied by the Corporation shall be constantly laid on under such pressure as is prescribed by section 35 of the Waterworks Clauses Act 1847 when the reservoir by this Act authorised is in use and water is being supplied therefrom.

Contracts of Company to

**13.** Except as is by this Act or by the transfer agreement otherwise provided all purchases sales conveyances deeds contracts and

agreements entered into or made by the Company and in force at the time of transfer shall be as binding and of as full force and effect in every respect against or in favour of the Corporation and may be enforced as fully and effectually as if instead of the Company the Corporation had been a party thereto.

be binding on Corporation.

**14.** No action suit or other proceeding whatsoever commenced either by or against the Company previous to the transfer in relation to the undertaking by this Act vested in the Corporation shall abate or be discontinued or be prejudicially affected thereby but all such actions suits and other proceedings shall continue and take effect either in favour of or against the Corporation in such and the like manner as the same would have continued and taken effect in relation to the Company if such transfer had not been made and all penalties by reason of any offence against the provisions of the Company's Acts previous to such transfer may be sued for and all offences which may have been committed before such transfer against the provisions of such Acts or any of them may be prosecuted in such or the like manner to all intents and purposes as the same might have been sued for and prosecuted respectively if such transfer had not been made Provided that as between the Company and the Corporation the provisions of this and the last preceding section shall not extend or be construed to relieve the Company from any payment or liability which under the agreement or this Act is to be made satisfied or discharged by the Company.

Actions not to abate.

**15.** From and after the transfer the Company shall subsist only for the purpose of recovering and enforcing payments of the rates rents charges and other revenues due or owing to the Company previous to the first day of July one thousand eight hundred and ninety-four and paying all debts and liabilities of the Company and distributing the purchase money or so much thereof as shall remain after payment of the said debts and liabilities amongst their shareholders in the manner provided by the transfer agreement and for winding up the affairs of the Company and carrying into effect the purposes of this Act so far as relating to the Company and the directors of the Company who are in office at the date of transfer and the survivors and survivor of them shall continue without re-election to hold the office of directors of the Company and they or a majority of them shall have full power and authority to take all necessary proceedings for carrying into effect the several purposes herein-before mentioned If the number of directors be reduced by death or resignation below three before the completion of such winding up the continuing directors or director shall from time to time choose a member or members of the Company to be a

Purposes for which Company to continue incorporated.

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director or directors of the Company so that the number of directors shall as soon as practicable be raised again to three.

Receipts in case of persons not sui juris.

**16.** If any money is payable to any shareholder of the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company and the directors for the same.

Payment into court by directors when persons entitled to money cannot be found.

**17.** Where the directors of the Company are for twelve months after the transfer unable after diligent inquiry to ascertain the person to whom any part of the purchase money capital assets dividends or other moneys to be distributed by them is payable or where any part thereof is payable to a person who or whose committee cannot give an effectual receipt for the same the directors may pay the same into the High Court under any Act for the time being in force for the relief of trustees.

Dissolution of Company.

**18.** Upon the purposes specified in the foregoing section (of which the marginal note is "Purposes for which Company to continue incorporated") being fulfilled the Company shall ipso facto be dissolved and all books papers and documents in the hands of the Company at the date of dissolution shall be delivered to the Corporation.

## PART III.—WORKS.

Confirmation of Gnoll Estate agreement.

**19.** The Gnoll Estate agreement is hereby ratified and confirmed and may and shall be carried into effect accordingly and the powers in this Act contained for the compulsory purchase of lands shall not apply to any part of the Gnoll Estate or of any interest therein of which the said Charles Evan-Thomas is the owner.

Power to make waterworks.

**20.** The Corporation may subject to the provisions of this Act make and maintain in the lines and according to the levels shown on the deposited plans and sections the works shown on the said plans or some of them together with all proper embankments filtering beds dams tanks gauges drains sluices catchpits conduits culverts channels wells cuts adits aqueducts tunnels roads approaches apparatus engines works and conveniences in connexion with the said works or any of them or incidental thereto or proper for inspecting maintaining repairing altering cleansing managing and using the same and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for the said purposes or any of them or for any of the other purposes of this Act The works herein-before referred to and shown on the said plans and sections are situate in the county of Glamorgan and are—

(1) A reservoir wholly in the parish of Llantwit-juxta-Neath to be situate in the dingle known as Moss House Dingle in Moss House Wood and formed by an embankment extending across the said dingle and stream flowing down the same;

(2) A conduit aqueduct or line of pipes to be wholly situate in the parish of Llantwit-juxta-Neath leading from the said reservoir to and terminating at the filter-beds situate near the existing reservoir of the Neath Water Company known as Pond B;

(3) An alteration in the said parish of Llantwit-juxta-Neath of the level of the parish road leading from Neath to Glyncorrwg commencing at a point one hundred and sixty-six yards or thereabouts measured in a westerly direction from the junction of that road with the road leading to Danylan Farm and thence extending along the road in an easterly direction and terminating at a point two hundred and thirty yards or thereabouts from the said junction Also a diversion in the same parish of the said parish road commencing at a point sixty yards or thereabouts from the said junction measured in an easterly direction and terminating at a point one hundred and fifty-seven yards or thereabouts from the point of commencement before described measured in an easterly direction along the road from such point of commencement.

Power to take streams and waters.

**21.** It shall be lawful for the Corporation to intercept take and divert into the said reservoir and therein to impound and store up the waters of the streams flowing through Moss House Wood and the tributaries and affluents thereof and also the waters of all such springs streams and watercourses as will be intercepted by the said reservoir and the Corporation may by means of the said reservoir and other works convey appropriate and use the said waters for the purposes of this Act.

Limits of deviation.

**22.** In the construction of the works authorised by this Act the Corporation may deviate from the lines or position thereof shown on the deposited plans to any extent not exceeding the limits of deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits They may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards and twenty-five feet downwards:

Provided that no part of the conduit aqueduct or line of pipes shall be constructed or laid so as to be above the general surface of the ground Provided also that if it be found necessary or expedient in the construction of the reservoir by this Act authorised to alter the situation of any embankment or retaining wall the Corporation

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may (within the limits of deviation) in the construction thereof and of the works connected therewith deviate vertically from the levels of such embankments or retaining walls reservoir or works as shown with reference to the datum line to any extent not exceeding twenty-five feet but the Corporation shall not construct any embankment or retaining wall of the reservoir of a greater height above the general surface of the ground than that shown on the deposited sections in the case of the corresponding embankment or wall and three feet in addition.

Power to agree for easements &c.

**23.** The Corporation may subject to the provisions of this Act take by agreement and any person by the Lands Clauses Acts or otherwise enabled to sell lands may grant to them any estate easement right or privilege (not being an easement right or privilege of water in which other than the parties to the agreement have an interest) in over affecting or belonging to lands at a price or yearly rent or otherwise but in the case of a person not enabled otherwise than by the said Acts to sell lands then subject and according to the provisions relative to the taking of lands by agreement contained in the said Acts and for the purposes of this section any such estate easement right or privilege shall be deemed to be lands within the meaning of those Acts.

For the protection of the Great Western Railway Company.

**24.** The Corporation shall in the construction or user of the conduit aqueduct or line of pipes by this Act authorised make and maintain a sufficient and proper junction and branch therefrom or shall make other suitable and sufficient provision for the purpose of feeding or supplying with water and shall feed or supply with water the reservoir or pond herein-after referred to as "the reservoir" on the Gnoll Estate from which the Great Western Railway Company under a deed of conveyance dated the thirtieth day of July one thousand eight hundred and sixty from Henry John Grant to the Vale of Neath Railway Company are or claim to be entitled to the right privilege and easement of for ever taking and using so much of the water arising upon or flowing through collected and impounded in and upon the said reservoir as shall from time to time be required for the purposes of their respective undertakings of the Vale of Neath Railway and the South Wales Railway to be used by their engines working on the said respective lines of railway and also to be used at their stations and workshops only at Neath without allowing the same to run to waste and not more than can naturally flow through a pipe five inches in diameter already laid down or carried up from their stations at Neath to the said reservoir and the Corporation shall not take from that reservoir a greater quantity of water than will at any time lower the level of the water in the said reservoir to a level of less than three inches above the

level of the top of the orifice in the said reservoir of the pipe conveying the supply to the said stations at Neath And in the event of the Corporation at any time or times lowering the level of the water in the said reservoir to a point less than three inches above the level of the top of the orifice in the said reservoir of the pipe extending therefrom to the said stations at Neath they shall pay to the Great Western Company as liquidated damages the sum of twenty-five pounds per day during which such lowering of the level of the water in the reservoir shall continue and such sum may be recovered with full costs from the Corporation in any court of competent jurisdiction: A.D. 1894.

Provided that nothing in this section shall take away alter or abridge the estate rights powers or privileges of the owner for the time being of the Gnoll Estate or of the Great Western Railway Company under the aforesaid deed of conveyance.

Lands for extraordinary purposes.

**25.** In addition to the lands authorised to be taken and acquired under the powers of this Act the Corporation may purchase by agreement lands not exceeding ten acres for the purpose of making depôts pipeyards and other works buildings and conveniences in connexion with the water undertaking of the Corporation but nothing in this Act shall exonerate the Corporation from any action indictment or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section.

Limiting time for exercise of compulsory powers of purchase.

**26.** The powers of the Corporation for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for completion of works.

**27.** If the works authorised by this Act are not completed within seven years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Corporation for executing any works not so completed or in relation thereto shall cease except as to so much thereof as is then completed but nothing herein contained shall restrict the Corporation from exercising the powers contained in the section of this Act of which the marginal note is "Corporation may enlarge or increase number of pipes."

Power to sell lands.

**28.** Subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands so far as such provisions are in each case applicable the Corporation may at any time if they think fit sell lease or otherwise dispose of to any person in such way and manner and on such terms and conditions as the Corporation deem proper any lands mines or minerals for the time held by or belonging to the Corporation as part of the water

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undertaking and not required for any of the purposes of or in connexion with the water undertaking Provided that the powers conferred upon the Corporation by this section shall not apply to any lands mines or minerals acquired under this Act forming part of the Gnoll Estate and now belonging or reputed to belong to the said Charles Evan-Thomas.

Application of moneys arising from disposal of lands &c.

**29.** The Corporation shall apply all moneys from time to time received by them in respect of any sales exchanges or disposition of lands and premises or by way of fine or premium on any lease of lands or premises and any other moneys (not being borrowed moneys) in the nature of capital received by them in or towards paying off moneys borrowed and for the time being owing under this Act or if there shall be no moneys owing under this Act such proceeds shall be applied in or towards paying off any other moneys for the time being owing by the Corporation but no such proceeds shall be applicable to the payment of instalments or to payments into the sinking fund except to such extent and on such terms as may be approved by the Local Government Board.

Restriction on taking houses of labouring class.

**30.** The Corporation shall not under the powers of this Act purchase or acquire ten or more houses which on the fifteenth day of December last were occupied wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more such houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied The expression "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 such persons who may be residing with them.

Corporation may enlarge or increase number of pipes.

**31.** The Corporation may from time to time subject to the provisions of this Act lay down maintain use extend alter renew relay replace enlarge and increase the number and size of the works mains pipes and other conveniences from time to time in use or required for conveying and distributing water under the powers of this Act Provided always that such laying down extension enlargement or increase shall be executed only on lands or property for the time being belonging to the Corporation or which they are by the Waterworks Clauses Acts 1847 and 1863 entitled to open and break up for such purposes or over which they have acquired easements for that purpose.

Abandonment of reservoir authorised by Act of 1885 and payment out of deposit.

**32.**—(1) The Corporation shall abandon the construction of the reservoir authorised by the Neath Waterworks Act 1885.

(2) The deposit fund of seven hundred and ninety pounds deposited with the Paymaster-General as mentioned in section 9 of the Neath Waterworks Act 1885 shall from and after the transfer belong to the Corporation and on their application the High Court may order the said deposit fund to be paid out to them and the same shall be paid and transferred to them accordingly together with any interest or dividends thereon.

Compensation for damage to land by entry &c.

**33.** The abandonment by the Corporation under the authority of this Act of the said reservoir shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the works and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which may have been sustained by such owner or occupier by reason thereof.

Compensation to be made in respect of portions of works abandoned.

**34.** Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of the reservoir authorised to be abandoned by this Act and which shall not be required for the purposes of any of the works by this Act authorised the Corporation shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Corporation to the owners and occupiers or other persons interested in such land for injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in the manner provided by the Lands Clauses Acts for determining the amount and application of compensation to be paid for lands taken under the provisions thereof.

## PART IV.—Financial.

Power to borrow.

**35.**—(1) The Corporation may from time to time (in addition to any other sums which they are authorised to borrow) borrow at interest upon mortgage of the revenue of their water undertaking and of the borough fund and borough rate the sums of money herein-after specified or any part thereof (that is to say) :—

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(A) For the purpose of paying the sum of thirty thousand and seventy pounds payable to the Company under the transfer agreement any sum not exceeding thirty thousand and seventy pounds;

(B) For the payment off or redemption of the debenture debt taken over by the Corporation under the provisions of this Act the amount required for that purpose;

(C) For the works by this Act authorised and the general purposes of their water undertaking and for payment of the costs of this Act any sum not exceeding twenty-five thousand pounds.

(2) Money borrowed under this section shall be applied only to the purposes for which it is authorised to be borrowed being in every case purposes to which capital is properly applicable.

(3) Any money borrowed under this section for the redemption of the debenture debt or for paying the said sum of thirty thousand and seventy pounds shall be repaid within fifty years from the passing of this Act and any money borrowed for payment of the costs of this Act shall be repaid within ten years from the borrowing of the same and all other moneys borrowed under this section shall be repaid within sixty years from the borrowing of the same (which said periods are herein-after respectively referred to as "the prescribed period").

(4) If any sum shall be included in any borough rate for the purpose of defraying the interest on any money borrowed by virtue of this Act or for the purpose of making provision for the discharge of any money so borrowed then the proviso to section 32 of the Neath Corporation Gas Act 1874 shall apply in the case of the Great Western Railway Company to so much of such borough rate as is made for the purpose of raising that sum.

Power to borrow under Local Loans Act 1875.

**36.** The Corporation may if they think fit borrow any moneys which they are by this Act authorised to borrow 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 Corporation in manner by this section authorised shall be a charge upon and shall be paid out of the revenue of their water undertaking and the borough fund and borough rate and such revenue fund and rate shall be deemed to be the local rate as defined by the Local Loans Act 1875 Every such loan shall be discharged within the prescribed period Provided always that if the Corporation at any time think fit to form a sinking fund for the payment of money so borrowed all sums of money paid into the same shall be as soon as may be invested by the Corporation in the manner in which sinking funds are by this Act authorised to be invested.

Power to re-borrow

**37.** If the Corporation pay off any part of any money borrowed by them under the powers of this Act otherwise than as follows namely by instalments or by means of a sinking fund or out of the proceeds of the sale exchange or disposition of lands or out of fines or premiums on leases or other moneys received on capital account other than borrowed moneys they may reborrow the same and so on from time to time Provided that all moneys so reborrowed shall be repaid within the period prescribed for the repayment of the moneys in lieu of which such reborrowing shall have been made and any amounts from time to time reborrowed shall be deemed to form the same loan as the moneys in lieu of which such reborrowing shall have been made and the obligations of the Corporation with respect to the repayment of such moneys shall not be in any way affected by such reborrowing.

As to mortgages of Corporation.

**38.** The provisions contained in sections 236 to 239 of the Public Health Act 1875 with respect to the mortgages to be executed by a local authority shall apply in the case of all mortgages granted under this Act except where any such provisions are expressly altered or varied by this Act and for the purposes of such application the term "local authority" in the said provisions shall be construed to mean the Corporation and the term "rates" shall be construed to include the revenue of the water undertaking of the Corporation.

Regulations of Public Health Act not to apply to borrowing powers.

**39.** The borrowing powers conferred by this Act shall not be restricted by any of the regulations contained in the Public Health Act 1875 and in calculating the sum which the Corporation may borrow under that Act any sums which they may borrow and which are charged on the water undertaking under this Act (including the debenture debt) shall not be reckoned.

Repayment of borrowed money and sinking fund.

**40.** The Corporation shall pay off the debenture debt taken over by them or make provision for paying off such part thereof as is not redeemable and shall pay off all moneys borrowed by them under this Act either by equal yearly or half-yearly instalments of principal and interest or by means of a sinking fund or partly by such instalments and partly by a sinking fund and so that they shall extinguish or be in a position to extinguish the whole of the debenture debt within fifty years from the passing of this Act Provided that it shall not be obligatory on the Corporation to pay off any borrowed money or make any appropriations for a sinking fund in respect thereof before the expiration of one year from the borrowing of the same or to make any appropriations for a sinking fund in respect of the debenture debt before the expiration of one year from the passing of this Act.

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Regulations as to sinking fund.

**41.** The following regulations shall be observed by the Corporation in relation to any sinking fund formed under this Act:—

(1) The sums paid into the sinking fund shall be calculated on the basis of a rate of interest of three per centum per annum and shall be accumulated in the way of compound interest by investment in the name of the Corporation in any securities in which trustees are for the time being authorised to invest or in the mortgages bonds debentures debenture stocks corporation stock and other securities not being annuities or securities transferable by delivery duly created and issued by any local authority (other than the Corporation) within the meaning of section 34 of the Local Loans Act 1875;

(2) The Corporation may from time to time apply the sinking fund or any part thereof in or towards the discharge of the principal moneys for the discharge whereof it was created until thereby or otherwise the whole of such principal moneys have been discharged;

(3) Whenever any of such principal moneys have been paid off by means of the sinking fund the Corporation shall until the whole of the principal moneys have been paid off pay into the sinking fund every year in addition to the other sums required to be set apart and appropriated a sum equal to the annual interest which would have been produced by the sinking fund or part of the sinking fund so applied at the rate of three pounds per centum per annum;

(4) Whenever and so long as the amount standing to the credit of the sinking fund shall be equal in market value to the amount of the principal moneys then due and outstanding for the repayment of which it was set aside the Corporation may in lieu of investing the yearly income of the sinking fund apply the same in payment of the interest on such principal moneys and may during such periods discontinue the payment to the sinking fund of the yearly sums required to be paid thereto.

Protection of lender from inquiry.

**42.** No person lending money to the Corporation shall be bound to inquire as to the observance by the Corporation of any provision of this Act or be bound to see to the application or be answerable for any loss or non-application of such money or any part thereof.

Priority of existing mortgages.

**43.** All mortgages granted by the Corporation on the security of the borough fund and borough rate subsisting at the passing of this Act shall during their continuance have priority of charge over all mortgages granted or issued under this Act.

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**Annual return to Local Government Board.**

**44.** The town clerk shall within twenty-one days after the expiration of each year during which any sum is required by this Act to be paid as an instalment or set apart for a sinking fund under this Act transmit to the Local Government Board a return in such form as may be prescribed by the Board and verified by statutory declaration if so required by them showing the amount which has been paid by instalment or invested or applied for the purpose 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 (if any) remaining uninvested at the end of the year In the event of wilful default in making such return the town 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 Act 1875 in a summary manner may be recovered by parties aggrieved within the meaning of that Act.

If it appears to the Local Government Board by that return otherwise that the Corporation 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 to any purposes other than those authorised by this Act they may by order direct that a sum not exceeding double the amount in respect of which default has been made shall be set apart and invested or applied 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 High Court and the provisions of this section shall (mutatis mutandis) apply to appropriations and annual repayments in the event of the Corporation borrowing under the provisions of the Local Loans Act 1875.

**Amendment of section 27 of Neath Water Supply Act 1861.**

**45.** On and from the transfer of the undertaking to the Corporation the expression "annual value" in section 27 of the Neath Water Supply Act 1861 shall mean the gross estimated rental as the same appears in the valuation list or lists for the time being in force for the relief of the poor and the said section shall be read and have effect accordingly :

Provided that where the water rate is chargeable on the gross estimated rental of a part only of any hereditament entered in the valuation list such gross estimated rental shall be a fairly apportioned part of the gross estimated rental of the whole tenement the apportionment in case of dispute to be determined in manner provided by section 68 of the Waterworks Clauses Act 1847 :

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Provided also that the Corporation shall not be entitled in any case to demand for the water rate for a house or any part of a house a greater sum of money than might be charged for any house or part of a house of higher gross estimated rental but at a lower rate per centum per annum.

Water rents and charges outside borough.

**46.** Notwithstanding anything in the Company's Acts contained the Corporation may demand and take for a supply of water for domestic and all other purposes outside the borough rents and charges fifteen per centum above the rents and charges prescribed by the said Acts or as the case may be charged for the time being to consumers of water of a like class within the borough:

Provided that the additional rents and charges authorised by this section to be demanded or taken shall cease on and after the payment or discharge of the capital borrowed under this Act for the construction of the works authorised by this Act:

Provided also that the rents and charges to the occupiers for the time being of houses on the Gnoll Estate in the parish of Llantwit-juxta-Neath shall not exceed those authorised by the Company's Acts.

Separate water account.

**47.** After the transfer the Corporation shall keep a separate account of all their receipts credits payments and liabilities on account of their water undertaking to be called "the water account" which account shall be subject to the same provisions as to audit examination inspection copies extracts and production of vouchers as other accounts of the Corporation.

Application of water revenue.

**48.** The Corporation shall apply the water revenue in the manner and order following (that is to say):—

Firstly In payment of the costs charges and expenses of and incidental to the collecting and recovering of water revenue;

Secondly In payment of the working and establishment expenses and cost of maintenance of their water undertaking including rentcharges and rents payable by the Corporation in respect thereof;

Thirdly In payment of the interest on the debenture debt;

Fourthly In payment of the interest on money borrowed under this Act for the purposes of the water undertaking;

Fifthly In providing the sums necessary for instalments or sinking fund under this Act;

Sixthly In providing a reserve fund if they think fit by setting aside such money as they from time to time think reasonable and investing and accumulating the same at compound interest in any securities in which they are authorised to invest the sums paid into the sinking fund until the reserve fund so

formed amounts to five thousand pounds which sum shall be applicable from time to time to answer any deficiency at any time happening in the income of the Corporation from their water undertaking or to meet any extraordinary claim demand or charge at any time arising against the Corporation in respect of that undertaking and so that if such fund be at any time reduced it may thereafter be again made up to the said sum and so from time to time as often as such reduction shall happen Provided that resort may from time to time be had to the reserve fund for the purposes aforesaid or any of them although such fund may not at the time have reached or may have been reduced below five thousand pounds and the annual proceeds of the reserve fund when amounting to five thousand pounds shall be carried to the water revenue for the current year; A.D. 1894.

Lastly The surplus (if any) from time to time shall be so applied as to facilitate the reduction of the price of water when circumstances shall permit the same to be done Provided that so much of any surplus remaining in any year as may in the opinion of the Corporation be required for carrying on their water undertaking and paying the current expenses connected therewith may be so applied by the Corporation.

Special water rate.

**49.**—(1) For the purpose of making good any deficiency in the water revenue in any year to meet the payments to be made thereout under this Act (other than for a reserve fund) the Corporation may from time to time when and as often as occasion requires make and levy a water rate upon the occupiers of all property within the borough rateable to the borough rate subject to the exceptions herein-after specified in respect of the Gnoll Estate and those herein-before specified in respect of the Great Western Railway Company and such rate shall be called "the special water rate."

(2) Such rate may be levied prospectively in order to raise money to meet any estimated deficiency in the current year or retrospectively in order to raise money for the payment of any deficiency in the previous year and may be of such amount as in the judgment of the Corporation will be sufficient to discharge not only such deficiency whether actual or estimated but also such sum as will meet the expenses incurred or to be incurred in and about making or recovering the rate.

(3) The Corporation may collect the special water rate with and as part of the borough rate and may apportion the cost of collection between the water account and the borough fund as they think fit and the overseers of the parish of Neath and of the hamlet of Blaenhonddan shall at the request of the Corporation under the hand

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of the mayor and town clerk collect the special water rate along with or as part of the borough rate as the Corporation may from time to time direct.

(4) So much of the Gnoll Estate as is within the borough and parish of Neath shall be exempt from the payment of the special water rate to the extent specified in the Fourth Article of the Gnoll Estate Agreement and whether the same be collected separately or as part of the borough rate.

## PART V.—Miscellaneous.

Power to supply water in bulk.

**50.** The Corporation may from time to time agree with any sanitary authority public body company or person within the water limits for the supply to such authority body company or person of water in bulk for use distribution or disposal within such limits Provided that such supply shall not interfere with the supply of water for domestic purposes within the water limits.

As to sale of Skewen portion of undertaking to Neath Rural Sanitary Authority.

**51.** Whereas in pursuance of the proviso to Article 2 of the transfer agreement the guardians of the Neath Poor Law Union in the counties of Glamorgan and Brecon acting as the Neath Rural Sanitary Authority (in this section called "the rural authority") have elected to purchase the Skewen portion of the undertaking Now therefore the following provisions shall have effect (that is to say):—

(1) In this section "the Skewen portion of the undertaking" means so much of the undertaking of the Company as is situate in the portion of the parish of Cadoxton-juxta-Neath west of the line edged pink on the plan signed by Sir James Kitson the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and includes such of the waterworks property rights powers and privileges of the Company as are situate or exerciseable within that portion of the said parish;

(2) The Company shall sell and the rural authority shall purchase as from the first day of July one thousand eight hundred and ninety-four the Skewen portion of the undertaking for the sum of seven thousand pounds and on payment by the rural authority to the Company of that sum and interest thereon at the rate of four pounds per centum per annum from that date the Skewen portion of the undertaking shall by virtue of this Act be transferred to and vested in the rural authority as on and from the said first day of July with the same title and for the same estate and interest as the Company held the same but freed and discharged from all debenture stock and bonds of

the Company in any way charged upon or affecting the same and from all other debts and liabilities of the Company;

(3) A receipt signed by three of the directors of the Company or by the bankers of the Company on behalf of the Company shall be a sufficient discharge to the rural authority for the sums payable by them under this section and the rural authority shall not be concerned to see to the application of the said sums or be answerable for the loss or misapplication thereof;

(4) Within six months after the transfer the rural authority shall produce to the Commissioners of Inland Revenue a copy of this Act printed by Her Majesty's printers and duly stamped with an ad valorem stamp duty of the same amount as would have been payable in respect of a conveyance for the consideration provided by this section and if the rural authority shall not within the said period of six months produce to the Commissioners of Inland Revenue such copy of this Act duly stamped as aforesaid the said ad valorem duty shall be recoverable from the rural authority with full costs of suit and all costs and charges attending the same;

(5) The rural authority may for the purposes of this section borrow on the credit of the rate out of which special expenses are payable in the contributory place of Coedfrank and Dyffryn Clydach the sum of seven thousand pounds for the period of fifty years and the provisions of the Public Health Act 1875 (so far as the same are applicable) shall apply to the borrowing and repayment of the said sum and otherwise in respect thereof in the same manner as if the borrowing thereof for the period aforesaid were duly sanctioned under that Act;

(6) From and after the transfer to the rural authority of the Skewen portion of the undertaking the Company's Acts (except section 29 of the Neath Water Supply Act 1861) shall cease to apply thereto and the same shall be carried on under and subject to the provisions of the Public Health Acts and of the above sub-sections.

Power to Briton Ferry Local Board to purchase portion of waterworks undertaking from Corporation.

**52.** If the Briton Ferry Local Board desire to purchase such part of the water undertaking of the Corporation as is situate within the district of the local board and give the Corporation notice in writing under their common seal within six months after the passing of this Act of their desire so to purchase the Corporation shall at the expiration of three months from the receipt of such notice sell and transfer and the local board shall purchase and acquire such part of the water undertaking of the Corporation as aforesaid including all rights powers and privileges attaching thereto and the compensation which the local board shall pay for the same shall be such a sum in

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gross as may be agreed upon between the Corporation and the local board or such as failing agreement shall be settled by arbitration under the Lands Clauses Acts and in any such arbitration the arbitrators or umpire as the case may be shall not take into account the power of the Corporation to charge for the supply of water in Briton Ferry fifteen per centum above the water rents they from time to time charge for the supply of water within the borough as aforesaid Such purchase shall be exclusive of the waterworks and other plant necessary for the supply of other parts of the area within which the Corporation may for the time being be supplying water and from and after such purchase the Corporation shall be discharged from all obligation to supply water within the district of the local board The purchase money received by the Corporation on any such sale and transfer shall after deducting the costs and expenses connected therewith be applied as directed by this Act in discharge of money borrowed under this Act.

For the purposes of this section the local board may from time to time with the sanction of the Local Government Board borrow on the security of the water revenue and collaterally on the security of the district fund and general district rate such sums as they may find necessary for the period of fifty years and the provisions of the Public Health Act 1875 (so far as the same are applicable) shall apply to the borrowing and repayment of any such sums as if the borrowing thereof for the period aforesaid were duly sanctioned under that Act.

The powers of borrowing money under this section shall not be restricted by any of the regulations contained in section 234 of 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 section shall not be reckoned.

Power to supply water-meters and fittings.

**53.** The Corporation may provide supply sell let for hire and otherwise deal in water-meters fittings and other apparatus used in the sale supply and consumption of water and may require and take such remuneration or such rents and charges for or in respect of the same as may be agreed upon between the Corporation and the person to whom the same are supplied sold or let and any such rents or charges may be collected along with the water rents or rates payable to the Corporation.

Regulations for preventing waste &c. of water.

**54.** For preventing waste misuse undue consumption or contamination of the water supplied by the Corporation the following provisions shall have effect (that is to say):—

The Corporation may from time to time make regulations for the purpose of preventing waste undue consumption or misuse or contamination of water and may by such regulations prescribe

the size make nature materials workmanship and strength and mode of arrangement connexion disconnexion alteration and repair of the pipes meters cocks ferrules valves soilpans waterclosets baths cisterns and other apparatus fittings and appliances whatsoever to be used and forbid any arrangements and the use of the several things before mentioned or any or either of them which may allow or tend to waste or undue consumption misuse erroneous measurement or contamination;

No such regulations shall be of any force or effect except within the district or part of the district in which the Corporation is bound to supply and does in fact supply or is prepared on demand to supply water under constant pressure nor unless and until they have been submitted to and confirmed by the Local Government Board and the provisions of sections 182 to 185 of the Public Health Act 1875 relating to byelaws shall apply to such regulations as if the same were byelaws under that Act;

A copy of any such regulations in force for the time being shall be kept at the Neath Town Hall at the town clerk's office and at the Corporation Waterworks Office and all persons may at all reasonable times inspect such copy without payment and the Corporation 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;

In case of the failure of any person to observe any such regulations for the time being in force the Corporation may if they think fit after twenty-four hours notice in writing enter on the premises and by or under the direction of their duly authorised officer repair replace or alter any pipe meter valve cock ferrule cistern bath watercloset or other apparatus fitting or appliance belonging to or used by such person and the expense of every such repair replacement or alteration shall be repaid to the Corporation by the person liable to pay the water rate or rent in respect of the premises where the repair replacement or alteration has been effected and may be recovered by the said Corporation in the same manner as the water rates or rents under this Act;

Any person who shall offend against any such regulations shall (without prejudice to any other right or remedy of the Corporation or punishment of the offender) be liable to a penalty not exceeding five pounds for each offence and to a further daily penalty not exceeding forty shillings for each day or part of a day such offence shall continue after conviction thereof.

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Powers of Act cumulative.

**55.** All powers rights and privileges given to the Corporation by this Act shall be deemed to be in addition to and not in derogation of any other powers conferred on them by the Municipal Corporations Acts and the Public Health Acts and the Corporation may exercise such other powers as if this Act had not passed.

Costs of Act.

**56.** The costs charges and expenses preliminary to and of and incidental to the preparing applying for and obtaining and passing of this Act (including the costs incurred by the Corporation in or with the object of complying with the provisions of the Borough Funds Act 1872) as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation and may in the first instance be paid out of any of the funds or moneys of the Corporation but shall be recouped by and charged to the moneys borrowed under the authority of this Act.

## SCHEDULES referred to in the foregoing Act.



### THE FIRST SCHEDULE.

An Agreement made the ninth day of December one thousand eight hundred and ninety-three between The Neath Water Company (herein-after called "the Water Company") of the one part and The Mayor Aldermen and Burgesses of the Borough of Neath in the County of Glamorgan (being the Urban Sanitary Authority for the said Borough and herein-after called "the Corporation") of the other part.

Whereby it is agreed as follows:—

1. Conditionally upon these presents being sanctioned and confirmed by an Act of Parliament to be obtained by the Corporation as mentioned in Article 9 hereof (subject to such alterations (if any) as Parliament may think fit to make therein) the Water Company shall sell and the Corporation shall purchase as from the first day of July one thousand eight hundred and ninety-four the undertaking of the Water Company which expression shall be deemed to include all and singular the works lands waters springs streams property powers rights privileges authorities and assets of the Water Company whatsoever and wheresoever other than its uncalled capital and loose stock and plant.

2. The consideration for the said sale shall be the sum of forty-six thousand and thirty-four pounds of which the sum of thirty-nine thousand and thirty-four pounds shall be considered as the purchase money of the Neath and Briton Ferry portions of the Water Company's undertaking and the works and supply connected therewith and seven thousand pounds as the purchase money of the Skewen portion of the Water Company's undertaking and the works and supply connected therewith The said consideration money shall be paid and satisfied as to the said sum of seven thousand pounds in cash and as to the said sum of thirty-nine thousand and thirty-four pounds by the payment of thirty thousand and seventy pounds part thereof in cash and as to eight thousand nine hundred and sixty-four pounds residue thereof by the Corporation undertaking the payment and satisfaction of the debenture stock and bonds of the Water Company amounting in the aggregate to that sum to the several persons named in the first column of the schedule hereto or their personal representatives or assigns together with interest after the rates specified in the second column of the said schedule as on and from the said first day of July one thousand eight hundred and ninety-four and indemnifying the Water Company its directors and contributories from and against all actions proceedings claims and demands in respect of such stock and bonds respectively by the persons named in the said schedule or their respective personal representatives or assigns as on and from such date Provided always that notwithstanding anything herein contained the Water Company shall be at liberty to

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enter into and carry out a contract with the guardians of the Neath Poor Law Union in the counties of Glamorgan and Brecon acting as the Neath Rural Sanitary Authority for the sale to them of the Skewen portion of the Water Company's undertaking at the price of seven thousand pounds and in that event these presents and the Act of Parliament intended to be obtained as aforesaid shall be construed throughout as if the purchase by the Corporation of the Skewen portion of the Company's undertaking at the price of seven thousand pounds had been abandoned by mutual consent without varying the other terms of these presents.

3. The Water Company shall sell and the Corporation shall purchase such of the loose stock and plant belonging to the Water Company on the said first day of July one thousand eight hundred and ninety-four as the Corporation may desire to purchase at a price to be fixed (unless the parties can agree upon the same) by arbitration under the provisions of the Arbitration Act 1889.

4. Within one month from the Royal Assent being given to the Bill mentioned in Article 9 the Water Company shall furnish to the Corporation an abstract of their title Such title shall commence with the several grants leases agreements and other assurances under which the Water Company hold the several hereditaments and premises agreed to be sold If the Corporation shall make and insist on any requisition or objection which the Water Company shall be unable or unwilling to answer remove or comply with the Water Company shall be at liberty unless such requisition or objection shall be waived to cancel this contract by giving to the Corporation one week's notice in writing and no claim for compensation damages or otherwise shall arise in that event.

5. The purchase shall be completed at the offices of Mr. Henry Pendrill Charles the solicitor of the Water Company at Saint Thomas' Chambers Neath aforesaid on the twenty-ninth day of September one thousand eight hundred and ninety-four The Water Company if requested so to do by the Corporation shall execute a surrender (instead of an assignment) of all the interest of the Company under a certain lease or licence relating to filter beds dated the first day of March one thousand eight hundred and seventy-six to the person or persons for the time being entitled to the reversion expectant upon the said lease or licence The costs of such surrender shall be borne by the Corporation.

6. The Water Company shall until the completion of the said purchase or until this agreement shall be determined under clause 11 hereof whichever event shall first occur carry on its undertaking as heretofore as a going concern and shall as on and from the said first day of July one thousand eight hundred and ninety-four be deemed to be holding and carrying on the same for and on behalf of the Corporation and account and be indemnified accordingly And as on and from the said first day of July one thousand eight hundred and ninety-four until the completion of the purchase the Corporation shall pay to the Water Company interest on the said sum of thirty-seven thousand and seventy pounds at four pounds per centum per annum

and also pay the interest on the said debenture stock and bonds respectively.

7. The sums of cash which shall become payable by the Corporation under Articles 2 and 3 of these presents shall be paid on the date fixed for completion into a bank to be named by the Water Company to the credit of the Water Company and the receipt of the Water Company or their bankers for the sum or sums so paid shall be an effectual discharge to the Corporation who shall not be concerned to see to the application thereof or be liable for the misapplication thereof But the Water Company shall apply the sum or sums so to be paid as aforesaid in the first place in discharging all the outstanding debts and liabilities of the Company (other than the said debenture stock and bonds amounting to eight thousand nine hundred and sixty-four pounds and for which provision is made in Article 2) and shall cause the balance to be distributed amongst the shareholders of the Water Company in proportion to the value of the shares therein held by them at the date when this agreement is so confirmed as aforesaid and for this purpose the value of such shares shall be taken to be as follows namely :—

The A shares £17 per share;
The B shares £10 per share;
The C shares £10 per share;
The D shares £10 per share.

8. After this agreement shall have been confirmed as aforesaid the Water Company shall forthwith at the request and expense of the Corporation cause to be made or concur in an application and endeavour to obtain the concurrence of all necessary parties in an application to the High Court of Justice Chancery Division for obtaining payment out of the sum of seven hundred and eighty-five pounds one shilling and eight pence consols which was deposited by the Water Company with the Paymaster-General in accordance with section 9 of the Neath Waterworks Act 1885 together with any interest and dividends thereon as from the first day of July one thousand eight hundred and ninety-four and for the transfer thereof to the Corporation as part of the premises hereby agreed to be sold.

9. The Corporation shall in the next session of Parliament promote a Bill for the confirmation of this agreement and authorising the Water Company to sell and the Corporation to acquire the premises on the terms hereof.

10. There shall be inserted in such Bill the necessary clauses to provide for the dissolution and winding up of the Company and for the distribution of the purchase money or other consideration and assets amongst the shareholders and other persons entitled thereto or interested therein in proportion to the value of the shares in the Company held by them as provided for by clause 7 hereof.

11. If such Bill shall not be passed into law during the year 1894 this agreement shall thereupon be determined and no claim for compensation damages or otherwise shall arise in that event.

In witness whereof the Water Company and the Corporation have hereunto caused their respective common seals to be affixed the day and year first above mentioned.

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## The SCHEDULE above referred to.

| Names and Addresses. | Rate of Interest per centum. | Debenture Stock. — Irredeemable. | Debenture Bonds. — Redeemable in 1896. |
|---|---|---|---|
| | £ | £ s. d. | £ s. d. |
| Major F. T. Jones<br>Care of Cox and Company<br>Craig's Court<br>Charing Cross London | 4½ | 2,500 0 0 | 0 0 0 |
| The same - - - - | 4¼ | 500 0 0 | 0 0 0 |
| Sarah Key Pope<br>Care of Miles Cave and Company<br>Old Bank Bristol - | 4¼ | 800 0 0 | 0 0 0 |
| G. A. M. Atkins<br>89 Pembroke Road<br>Clifton Bristol - - | 4 | 0 0 0 | 600 0 0 |
| John Gavey<br>Hollydale Hampton Wick<br>Middlesex - - | 4 | 0 0 0 | 250 0 0 |
| Alfred de Gruchy<br>16 Park Street Newport Mon. | 4 | 0 0 0 | 250 0 0 |
| Thomas Powell Bryntêg Neath - | 4 | 0 0 0 | 1,864 0 0 |
| F. G. V. Watkins<br>12 St. John's Terrace Weymouth - - - | 4 | 0 0 0 | 400 0 0 |
| John Henry Rowland<br>Ffrwd Vale Neath - - | 4 | 0 0 0 | 300 0 0 |
| Mary Ryland Daubeny<br>Shockerwick House near Bath<br><br>The Reverend Andrew Pope<br>The Vicarage Upton Bishop<br>Ross Herefordshire and<br><br>William Arthur Daubeny<br>Clevelands Dawlish Devon | 4 | 0 0 0 | 1,000 0 0 |
| Eleanor Powell Bryntêg Neath - | 4 | 0 0 0 | 500 0 0 |
| | | £3,800 0 0 | 5,164 0 0 |
| | | Debenture stock | 3,800 0 0 |
| | | Total - £ | 8,964 0 0 |

The common seal of the Neath Water Company was affixed to and these presents were signed by John Henry Rowland and Franklen George Evans two of the directors of the said Company in pursuance of a resolution of the board of directors and in the presence of

HENRY P. CHARLES
Solicitor
Neath.

J. H. ROWLAND

FRANKLEN G. EVANS

Seal of the Water Company.

The common seal of the mayor aldermen and burgesses of the borough of Neath was affixed to and these presents were signed by David Llewellyn Davies Esquire mayor of the said borough in pursuance of a resolution of the town council of the said borough and in the presence of

EDWIN C. CURTIS
Town clerk
Neath

D. LL. DAVIES
Mayor

Seal of the Corporation.

## THE SECOND SCHEDULE.

Articles of Agreement made the eleventh day of December one thousand eight hundred and ninety-three between Charles Evan-Thomas of the Gnoll Neath in the county of Glamorgan Esquire of the one part and the Mayor Aldermen and Burgesses of the borough of Neath in the said county (herein-after referred to as "the Corporation") of the other part.

Whereas under and by virtue of the several Acts of Parliament mentioned in the first part of the schedule hereto the Neath Water Company incorporated by the first of such Acts (herein-after called "the Company") were authorised to purchase by agreement only from the owner of the Gnoll Estate near Neath aforesaid supplies of water in bulk and any lands conduits ponds or reservoirs and other works streams and waters within or belonging to that estate or grants of easements in or over or of rights of user of the same and to supply water within the limits specified in the said Acts respectively:

And whereas under and by virtue of an indenture dated thirty-first August one thousand eight hundred and sixty-eight and the other indentures specified in the second part of the schedule hereto the Company from time to time acquired from the owner of the Gnoll Estate certain easements and water rights and other rights and privileges in connexion therewith subject to the rent-charges and payments covenants obligations and conditions therein particularly

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mentioned and by and on the part of the Company to be respectively paid observed and performed :

And whereas under the provisions of the said indenture of thirty-first August one thousand eight hundred and sixty-eight the owners and occupiers for the time being of the Gnoll Estate are entitled free of charge to supplies of water to the several dwelling-houses then on the said estate and to every part of the said estate and to the free and unrestricted user of the water on the said estate for all domestic horticultural and agricultural purposes as therein mentioned and also are entitled free of charge to the free and unrestricted user of the water on the said estate for the like purposes at all dwelling-houses and farmhouses thereafter built upon the estate or any part thereof but so that such user as regards dwelling-houses thereafter to be built and not being farmhouses should not be attained or enjoyed (except in the events therein-after mentioned) by the diversion or partial diversion of any stream or otherwise than by the water being carried from streams or raised from wells And it was further provided that the water requisite for the supplies and user aforesaid might be taken in preference to the supplies of water to be taken by the Company and their assigns :

And whereas by the indenture of lease mentioned in the third part of the said schedule (herein-after referred to as "the filter bed lease") the right to make and use for the purposes of the undertaking of the Company certain filter beds upon the lands therein described being part of the Gnoll Estate and also the right of laying down and maintaining a main from such filter beds to the town of Neath and a main from Pond A therein mentioned to such filter beds with certain other rights and privileges in connexion therewith respectively were granted and demised to the Company for the term of ninety-nine years from the twenty-ninth day of September one thousand eight hundred and seventy-five subject to the yearly rent and covenants therein mentioned And the filter bed lease contains (amongst other covenants and provisions) a covenant by the Company not to assign underlet or part with the possession of the premises thereby granted and demised or any part thereof without the previous licence in writing of the said Charles Evan-Thomas his heirs or assigns and a proviso that if and whenever there should be a breach of the said last-mentioned covenant or if and whenever the filter beds or incidental works or things aforesaid or the undertaking of the Company or the power to supply water to the town of Neath from the ponds which constituted the means of supply of the Company should be taken by or become vested in or be transferred or demised to any corporation company or body municipal commercial or otherwise other than the Company and its successors as constituted under the Acts therein referred to and whether such taking or vesting or transfer or demise should be under or in pursuance of any powers compulsory or permissive contained in any Act or Acts of Parliament then existing or thereafter passed or by agreement or otherwise the said Charles Evan-Thomas his heirs or assigns might by notice in writing signed by him or them or his or their agent and given to the secretary or chairman for the time being of the Company and its successors or left at the principal office of the Company and its successors in Neath absolutely determine and put an end to the grant and demise therein-before contained and take possession of the filter beds main pipes and other incidental works and things of the Company and its successors made or done by them under the filter bed

lease for the absolute use and benefit of the said Charles Evan-Thomas his heirs and assigns :

And whereas the said Charles Evan-Thomas as owner of the Gnoll Estate is entitled to the rentcharges rents and payments and to the benefit of the covenants obligations and conditions respectively created or reserved by and contained in the several deeds mentioned in the second and third parts of the said schedule hereto and by and on the part of the Company to be respectively paid observed and performed and he and (unless the context otherwise requires) all persons deriving title under him are herein-after referred to as "the owner of the Gnoll Estate":

And whereas a provisional arrangement has been entered into between the Company and the Corporation for the purchase by the Corporation of the undertaking of the Company and both the Corporation and the Company have applied to the said Charles Evan-Thomas to accept a surrender of the filter bed lease and to grant a lease of the premises thereby demised to the Corporation for the term of nine hundred and ninety-nine years so as to facilitate the proposed purchase by the Corporation which would be incomplete unless the premises demised by the filter bed lease were comprised therein :

And whereas the Corporation also desire to increase the storage accommodation for water from the same watershed by constructing upon part of the Gnoll Estate an additional reservoir with incidental works in connexion therewith :

And whereas the Gnoll Estate comprises upwards of five hundred and fifty acres of agricultural land within the borough of Neath and the owner and occupiers of such land and of the houses thereon are entitled to such supplies of water free of charge for domestic and other purposes as are herein-before mentioned or referred to in preference to the supply to be taken by the Company and will for that and other reasons derive no benefit from the intended increase of storage :

And whereas the said Charles Evan-Thomas has agreed to accept a surrender of the filter bed lease and to grant a new lease to the Corporation for nine hundred and ninety-nine years of the premises thereby demised and to grant to the Corporation the requisite easements and rights for the construction of the proposed new storage reservoir in the manner and subject to the provisions herein-after contained but upon the condition that so much of the Gnoll Estate as is situate within the borough and parish of Neath (except the hereditaments specified in the fourth part of the schedule hereto) shall be exempt from any rates levied by the Corporation for water purposes as herein-after provided :

And whereas the Corporation are about to promote a Bill in the ensuing session of Parliament for the purpose of obtaining the sanction of Parliament to the intended purchase by the Corporation of the undertaking of the Company and to the proposed increase of storage and for other purposes and it has been agreed between the parties hereto that a clause for confirming this agreement and the several provisions thereof shall be inserted in such Bill as introduced :

And whereas the parties hereto have agreed to the provisions and stipulations herein-after contained Now these presents witness that in pursuance of the said agreement and in consideration of the premisses it is hereby mutually covenanted and agreed by and between the parties hereto as follows:—

1. The several provisions and stipulations herein-after contained shall become operative and binding as soon as this agreement shall be confirmed by

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Parliament Provided that the provision and stipulations herein-after contained for payment of costs and expenses by the Corporation shall be operative and binding in any event whether this agreement shall or shall not be so confirmed.

2. Upon the transfer of the undertaking of the Company to the Corporation the Corporation shall become and thereafter continue directly liable to the owner of the Gnoll Estate for the payment of all rentcharges and other moneys respectively payable by the Company and for the performance and observance of all liabilities and obligations of the Company to be respectively performed and observed by the Company under the several deeds specified in the second part of the said schedule hereto in all respects as though the Corporation had originally been parties to every such deed instead of the Company.

3. The filter bed lease is to be duly surrendered by all proper parties to the owner of the Gnoll Estate who will accept such surrender and will immediately thereafter grant to the Corporation a new lease of the premises demised by the filter bed lease for a term of nine hundred and ninety-nine years from the date of such new lease at the clear yearly rent of thirty-five pounds and at an additional yearly rent equal to the amount of the tithe rentcharge or tithes (if payable by the owner) in respect of the demised premises and subject to covenants by the Corporation and provisions and conditions similar in all respects (mutatis mutandis) to the covenants by the Company and the provisions and conditions contained in the filter bed lease except the covenant not to assign underlet or part with the possession of the premises without previous consent.

4. Those parts of the Gnoll Estate which are situate in the borough and parish of Neath (except only the hereditaments specified in the fourth part of the said schedule hereto) and the owner of the Gnoll Estate and his tenants within the said borough and parish shall be at all times exempt (except in respect of such excepted hereditaments) from payment of any rate which may hereafter be levied by or by precept from or at the instance of the Corporation (whether under any general or special Act) for or towards defraying any expenses incurred in or about the purchase and transfer of the water undertaking to the Corporation or in or about the promotion of the said Bill in Parliament and procuring the same to be passed into law or in or about the construction of the proposed new reservoir and other works or otherwise howsoever in or about the maintenance and management or any extension from time to time of the said undertaking and in order effectually to provide for such exemption the Corporation shall in every estimate which they shall make and in every precept which they shall cause to be issued for any rate to be levied for objects which include any of the purposes aforesaid specify the portion of such rate which it is necessary to make for the purposes aforesaid and shall when issuing such precepts direct the overseers of the poor of the said parish of Neath to deduct and allow the proportionate amount of such rate which is required for the purposes aforesaid in the demand notes for rates served from time to

time upon the owner of the Gnoll Estate and his tenants except tenants of the properties mentioned in the fourth part of the said schedule hereto.

5. By the Bill to be introduced into Parliament no compulsory powers of taking land easements or other rights or hereditaments are to be sought or obtained on or over any part of the Gnoll Estate now belonging to the said Charles Evan-Thomas and the said Charles Evan-Thomas his heirs and assigns shall have the same exclusive rights of fishing and sporting in respect of the proposed reservoir and works incidental thereto as now belong to the owner of the Gnoll Estate in respect of the existing reservoirs A and B but subject to the same restrictions.

6. As soon as conveniently may be and before the transfer to the Corporation of the undertaking of the Company the Corporation shall at their expense cause a joint report to be made to them by the borough surveyor for the time being of Neath and an independent expert engineer of standing to be nominated by the Corporation as to the suitability of certain land forming part of the Gnoll Estate and known as Moss House Wood situate in the parish of Llantwit-juxta-Neath for the site of a new reservoir of such area and depth as the Corporation shall determine and if after making all necessary trials and experiments such site shall be reported to be satisfactory the owner of the Gnoll Estate shall grant to the Corporation—

(A) Full right liberty and authority to construct upon the said land called Moss House Wood or any part thereof a new reservoir of such area and depth and in such manner and according to such plans as the Corporation may think fit with a breastwork or dam and other necessary and incidental works;

(B) Full licence and authority to sink bore and drive on all such other parts of the Gnoll Estate as shall be first approved of by the owner of the Gnoll Estate in order to search for and open out springs streams and other sources of water (not already in grant to any other person or persons) in addition to any springs already opened out and to conduct such water together with surface water by means of mains or other conduits to the said new reservoir and to the existing reservoirs known as Ponds A and B;

(C) Full licence and authority to conduct and lay a conduit aqueduct or line of pipes from the said new reservoir so to be constructed as aforesaid through the Moss House Wood to the filter beds situate near to the existing reservoir known as Pond B in a direction to be first approved of by the owner of the Gnoll Estate;

(D) Full liberty and authority at all times hereafter to maintain repair and renew any of the works hereby authorised and for that purpose to enter upon any of the land belonging to the owner of the Gnoll Estate adjoining or contiguous thereto;

(E) Liberty to make do and construct all works conduits and apparatus necessary for collecting water in the said new reservoir and for taking conducting using distributing and disposing thereof within the existing limits for the supply of water by the Company in such quantities as the Corporation may think fit for the purposes of the water undertaking within such limits as embodied in the said

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proposed Bill and also to divert any stream or streams in the said Moss House Wood for the like purposes;

(F) All easements and privileges necessary for the full enjoyment of the grants herein-before agreed to be made;

The foregoing rights liberties authorities easements and privileges are to be granted subject and without prejudice to the rights and interests of Acton Smee Ayrton his heirs and assigns and persons deriving title under him or them under an indenture dated the twenty-fifth day of March one thousand eight hundred and fifty-seven and made between Henry John Grant of the one part and the said Acton Smee Ayrton of the other part (being a conveyance of certain minerals and mineral rights under parts of the Gnoll Estate) and also to the rights and interests (if any) of the tenants of the Gnoll Estate and of all persons other than the owner of the Gnoll Estate and subject also to the several stipulations and provisions in favour of the owner of the Gnoll Estate herein-after contained.

7. The following provisions stipulations and conditions shall be observed and take effect with reference to such new reservoir and works authorised by clause 6:—

(A) If such joint report as aforesaid shall be satisfactory the said new reservoir and the works connected therewith shall be commenced within nine months after the Royal Assent shall have been given to the Bill so intended to be promoted as aforesaid and the construction thereof shall proceed with all due diligence;

(B) The Corporation shall pay to the owner of the Gnoll Estate for all land permanently taken for the purposes of the said new reservoir dam and incidental works including all land taken and permanently occupied for tipping purposes and for deposit of excavated materials and for land taken and used for the approach road thereto a perpetual yearly rentcharge at the rate of ten pounds per acre per annum and so in proportion for any less quantity than an acre such rentcharge to commence from the time or respective times of taking possession of the land by the Corporation and to be thenceforth paid clear of all deductions by equal quarterly payments the first quarterly payment to be made three months after the Corporation first take possession of the land;

(C) The Corporation shall also pay to the owner of the Gnoll Estate for every conduit aqueduct main and line of pipes laid in pursuance of the licence and authority herein-before contained a perpetual yearly wayleave rent or rentcharge or a commuted sum at such a rate per yard as shall be agreed upon or in case of difference as shall be settled by arbitration in manner herein-after provided and every such wayleave rent if not commuted shall commence from the time or respective times of first commencing to excavate for the laying of each conduit aqueduct main or line of pipes respectively and shall thenceforth be paid clear of all deductions by equal quarterly payments;

(D) The Corporation shall also pay to the owner of the Gnoll Estate for all land temporarily occupied or used by the Corporation during the construction of the aforesaid works at the same rate per acre per annum as mentioned in clause (B) payable quarterly during the time of such temporary occupation or user ;

(E) The access of the Corporation to the said new reservoir and to the site thereof during construction and for all purposes connected therewith shall be exclusively from the parish highway through Llantwit and thence by a new road to be constructed by the Corporation to and through the Moss House Wood to the said new reservoir the site levels and direction of such new road to be submitted for approval to the owner of the Gnoll Estate and if not approved by him to be settled by arbitration under the provision herein-after contained The said new road is to be kept in good repair by the Corporation and the owner of the Gnoll Estate and his tenants and all persons authorised by the owner of the Gnoll Estate is and are to be entitled to the free use thereof but so as not to interfere with its use by the Corporation ;

(F) The Corporation shall pay to the owner of the Gnoll Estate for all timber and underwood including cordwood and pitwood upon any land taken or used by the Corporation for any of the purposes aforesaid such a sum as shall be agreed upon or in case of difference as shall be settled by arbitration ;

(G) So far as the owner of the Gnoll Estate is able to grant the same and subject to the provisions of the said indenture dated the twenty-fifth day of March one thousand eight hundred and fifty-seven the Corporation shall be entitled to use free of charge all the stone on or under or adjoining any land taken or used by the Corporation for the purposes of or incidental to the said new reservoir and works ;

(H) The Corporation shall compensate for and make good all damage at any time done to any parts of the Gnoll Estate or any buildings thereon or to any tenants of the said estate consequent upon the works of the Corporation or consequent upon the bursting of any reservoir or reservoirs upon the Gnoll Estate forming part of the water undertaking of the Corporation ;

(I) The grant of the right to construct the said new reservoir and works shall be prepared by the solicitors of the owner of the Gnoll Estate at the expense of the Corporation and shall contain powers remedies and stipulations for the benefit of the owner of the Gnoll Estate and for creating and securing the payment and recovery of the rentcharge and wayleave rents herein-before mentioned and the other stipulations herein-before mentioned similar in all respects (mutatis mutandis) to those contained in the indenture of the thirty-first day of August one thousand eight hundred and sixty-eight mentioned in the second part of the schedule hereto.

8. None of the water of or arising from the Gnoll Estate is at any time hereafter to be used distributed or disposed of by the Corporation outside the existing limits for the supply of water by the Company without the previous consent in writing of the owner of the Gnoll Estate.

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9. The Corporation shall pay and discharge all rates taxes assessments and outgoings of every description payable either by the Corporation or by the owner of the Gnoll Estate in respect of the water undertaking of the Corporation and every part of such undertaking including the rights liberties and easements hereby agreed to be granted and shall indemnify the owner of the Gnoll Estate from all liability in respect of such rates taxes assessments and outgoings.

10. The Corporation shall in any event and whether the said intended Bill is passed or not pay and discharge all the costs and expenses of and incidental to the preparation and execution of these presents and all personal costs and expenses reasonably incurred by the owner of the Gnoll Estate in himself watching the progress of the intended Bill through Parliament but not including the costs of any counsel solicitor agent or skilled or other witness or person whomsoever in relation thereto and if the said Bill is passed into law the Corporation shall also pay and discharge all costs and expenses both of vendor and purchaser of and relating and incidental to the preparation and execution of all abstracts deeds and documents and other matters necessary for carrying these presents into full effect.

11. After the Royal Assent shall have been given to the said proposed Bill the said Charles Evan-Thomas shall upon being required so to do by the Corporation deliver to the Corporation within six weeks of such requirement an abstract of his title to the property the subject of this contract.

12. In case of any difference or dispute touching or arising out of this agreement or the construction thereof or the rights duties or obligations of either party thereunder or anything to be done or any valuation to be made in pursuance of the provisions herein-before contained the same shall from time to time be referred to arbitration in manner provided by the Arbitration Act 1889.

In witness whereof the said Charles Evan-Thomas hath hereunto set his hand and seal and the Corporation have hereunto caused their common seal to be affixed the day and year first above written.

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## The SCHEDULE herein-before referred to.

### First Part.

The Neath Water Supply Act 1861 24 and 25 Vict. cap. xlv.
The Neath Water (Extension) Act 1865 28 and 29 Vict. cap. cxli.
The Neath Water Order 1876 confirmed by 39 and 40 Vict. cap. xcii.
The Neath Waterworks Act 1885 48 and 49 Vict. cap. clxxxvi.

### Second Part.

31st August 1868. Indenture between Mary Grant of the first part Henry Jeffreys Bushby of the second part Charles Evan-Thomas of the third part and the Neath Water Company of the fourth part.

31st December 1873. Indenture between Mary Grant of the first part Henry Jeffreys Bushby of the second part Charles Evan-Thomas of the third part and the Neath Water Company of the fourth part.

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Indenture between Charles Evan-Thomas of the first part Mary Grant of the second part and the Neath Water Company of the third part relating to the Briton Ferry Supply. 2nd February 1874.

Indenture (indorsed on the indenture of the thirty-first August one thousand eight hundred and sixty-eight) between Mary Grant of the first part Henry Jeffreys Bushby of the second part Charles Evan-Thomas of the third part and the Neath Water Company of the fourth part. 1st March 1876.

Indenture (indorsed on the indenture of thirty-first December one thousand eight hundred and seventy-three) between Mary Grant of the first part Henry Jeffreys Bushby of the second part Charles Evan-Thomas of the third part and the Neath Water Company of the fourth part. 1st March 1876.

THIRD PART.

Indenture of lease between Charles Evan-Thomas of the first part Mary Grant of the second part and the Neath Water Company of the third part herein-before referred to as "the filter bed lease." 1st March 1876.

FOURTH PART.

(1) Those parts of the Gnoll Estate which are situate in the town of Neath that is to say which are on the Neath side of the roads from the Union Workhouse to Kimla Common which roads are called by the names of Gnoll Park Road (part of) Eastland Road and Kimla Road and form a continuous line of road.

(2) Houses built since the passing of the Neath Water Supply Act 1861 on the Gnoll Estate within the borough of Neath under building leases granted by the owner of that estate and houses hereafter to be built on the same estate not being farmhouses or farm labourers cottages occupied by persons employed in connexion with farms on the Gnoll Estate.

Signed sealed and delivered by the before-named Charles Evan-Thomas in the presence of

EDWIN C. CURTIS
Town Clerk
Neath.

CHARLES EVAN-THOMAS

L.S.

The corporate common seal of the mayor aldermen and burgesses of the borough of Neath was affixed to and these presents were signed by David Llewellyn Davies esquire mayor of the said borough in pursuance of a resolution of the town council and in the presence of

EDWIN C. CURTIS
Town Clerk
Neath.

D. LL. DAVIES
Mayor

Seal of the Neath Corporation

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## THE THIRD SCHEDULE.

### Water Limits.

The parish of Neath and the adjoining parish of Llantwit-juxta-Neath and the port of Neath the parish of Cadoxton-juxta-Neath the parish and town of Briton Ferry the docks at Briton Ferry and the hamlet of Baglan Lower in the parish of Baglan all in the county of Glamorgan.

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