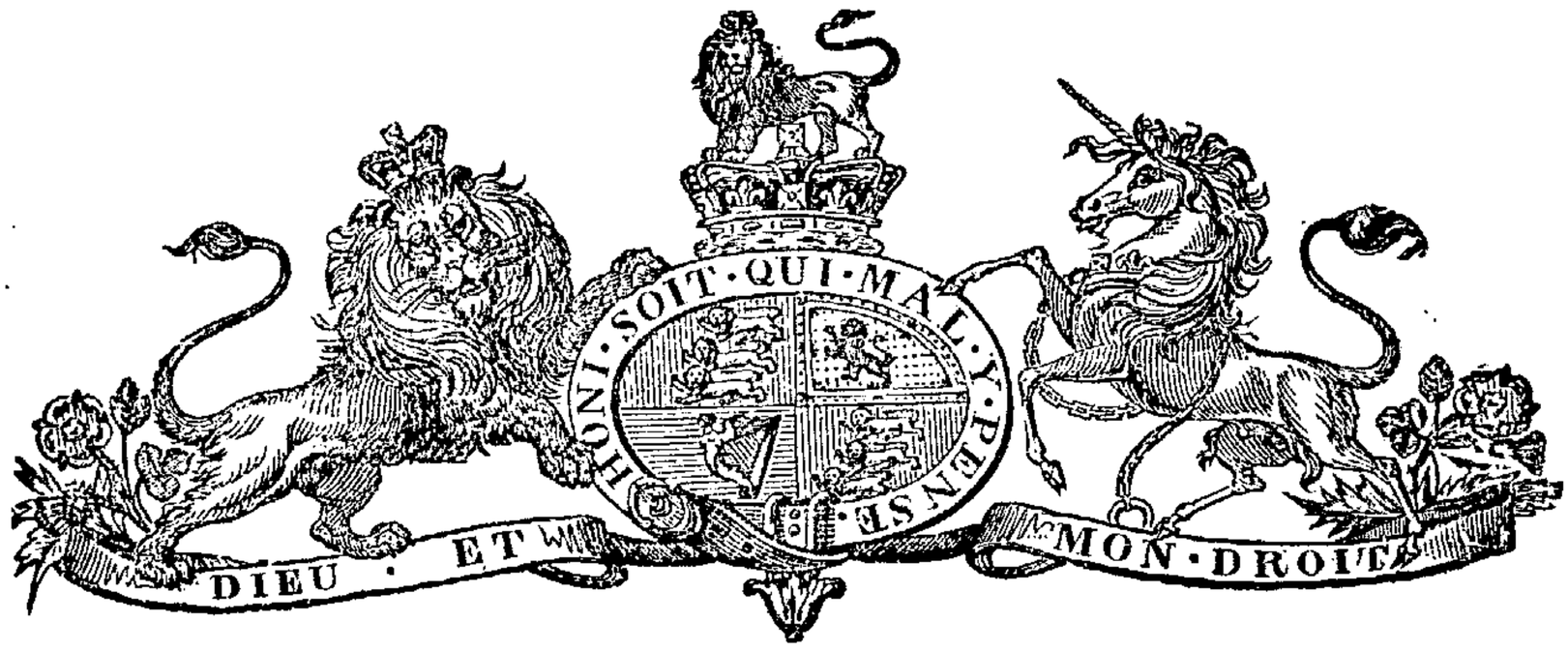


ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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it is expedient that the Company be authorized to construct additional Works, and to obtain a further Supply of Water, and to raise more Money for those Purposes, and also for the Purposes of their Undertaking under the original Act: And whereas Plans and Sections of the intended Works and Plans of the Lands in or through which the same are intended to be made, with a Book of Reference to those Plans, have been deposited with the Clerk of the Peace for the County of *Glamorgan*, and those Plans and Sections and that Book of Reference are in this Act referred to as "the deposited Plans, Sections, and Book of Reference:" And whereas it is expedient that the original Act be in some respects amended: And whereas the Objects 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; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose as "*Neath* Water (Extension) Act, 1865."

8 & 9 Vict. c. 18. & 20., 10 & 11 Vict. c. 17., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 93. & 118. incorporated.

2. Part I. relating to Cancellation and Surrender of Shares, Part II. relating to additional Capital, and Part III. relating to Debenture Stock of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Waterworks Clauses Acts, 1847 and 1863," and the Clauses of "The Railways Clauses Consolidation Act, 1845," numbered from 32 to 44 (including both those Numbers), being Clauses with respect to the temporary Occupation of Lands near the Railway during the Construction thereof (except in so far as the Provisions of those Acts or Parts of Acts are expressly varied or excepted by this Act), are incorporated with this Act; and "The Waterworks Clauses Act, 1863," shall extend and apply to the Works and Supply of the Company under the original Act as well as to their Works and Supply under this Act, but the incorporated Clauses and Provisions of "The Railways Clauses Consolidation Act, 1845," shall apply only to the Reservoirs and the Cut or Channel for diverting the Waters of the *Pant Howell Ddu Brook* by this Act authorized to be constructed, and the Works immediately connected therewith, and shall be limited to Lands within the Limits of Deviation defined on the deposited Plans.

Part of 8 & 9 Vict. c. 16. incorporated.

3. The following Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say,)

With respect to the Distribution of the Capital of the Company into Shares:

With

With respect to the Transfer or Transmission of Shares:
With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls:
With respect to the Forfeiture of Shares for Nonpayment of Calls:
With respect to the Remedies of Creditors of the Company against the Shareholders:
With respect to the borrowing of Money by the Company on Mortgage or Bond:
With respect to the Conversion of the borrowed Money into Capital:
With respect to the Consolidation of Shares into Stock:
With respect to the Provision to be made for affording Access to the Special Act by all Parties interested.

Interpretation of Terms in incorporated Acts.

4. In construing in connexion with this Act the Acts and Parts of Acts incorporated with this Act, the Term "Superior Courts" includes any Court of competent Jurisdiction as in this Act defined, and the Expression "the Town Commissioners" in the Waterworks Clauses Act, 1847, means with respect to the District of *Briton Ferry* the Local Board of Health for that District; the Term "the Railway" in the incorporated Clauses and Provisions of "The Railways Clauses Consolidation Act, 1845," means the Works by this Act authorized to which those Clauses and Provisions are by this Act made applicable; the Expression "the Special Act" means this Act; and the Expression "the Undertaking" means either the *Neath* Undertaking or the *Briton Ferry* Undertaking of the Company, as the Case and Context may require; and the incorporated Acts and Parts of Acts have a separate Application to each of those Undertakings; and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall extend and apply to all Grants of Easements made under the Authority of this Act in consideration of a Rentcharge.

Interpretation of Terms in this Act.

5. In this Act and the Acts and Parts of Acts incorporated therewith, the Expression "Court of competent Jurisdiction" or any other like Expression shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Same Meanings to Words in incorporated Acts as in this Act.

6. All Words and Expressions to which by any Act wholly or partially incorporated with this Act Meanings are assigned shall in this Act have the respective Meanings so assigned to them, unless there be something in the Subject or Context repugnant to or inconsistent with such Construction, or other Meanings be assigned to them by this Act.

7. The

Extended Limits of Supply.

7. The Limits of the original Act for the Supply of Water are by this Act extended to the whole of the Parish of *Cadoxton-juxta-Neath*, and of the Parish and Town of *Briton Ferry*, and of the Docks at *Briton Ferry*, and of the Hamlet of *Baglan Lower* in the Parish of *Baglan*, all in the County of *Glamorgan*.

Defining Company's Neath and Briton Ferry Under-takings.

8. Provided that the Supply of Water to the Parish of *Cadoxton-juxta-Neath*, and the Works shown on the Sheets numbered 1 and 2 of the deposited Plans and Sections of the Lands to be acquired for the Purposes thereof, shall, together with the Supply of Water and the Works authorized by the original Act, and the Lands acquired thereunder, constitute the *Neath* Undertaking of the Company, and all other the Supply of Water and Works by this Act authorized, and the Lands to be acquired for the Purposes thereof shall constitute the *Briton Ferry* Undertaking of the Company.

Power to Company to raise Capital by new Shares.

9. In addition to such Sums of Money as the Company now are authorized to raise, they may from Time to Time under the Authority of this Act raise by the Creation and Issue of new ordinary Shares or of new ordinary Stock, or (at the Option of the Company) by both of those Modes:

For the Purposes of the *Neath* Undertaking, and by Shares or Stock in that Undertaking, any Sums not exceeding in the whole Five thousand Pounds:

For the Purposes of the *Briton Ferry* Undertaking, and by Shares or Stock in that Undertaking, any Sums not exceeding in the whole Five thousand Pounds:

And, subject to the Provisions of this Act, the Company may fix the Amount and Times of Payment of the Calls on the new Shares.

Limit of Amount and Number of Calls.

10. The Amount of any One Call to be made in respect of the new Shares created under the Powers of this Act shall not exceed the Rate of Twenty-five *per Centum* on the Amount of such Shares, and there shall be an Interval of Two Calendar Months at the least between any Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year:

Shares not to issue until One Fifth Part paid up.

11. It shall not be lawful for the Company to issue any Share created under this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Names of Shares, &c.

12. All Shares and Stock in the *Neath* Undertaking created under the Authority of this Act shall be called and are in this Act referred to as *Neath* Shares and *Neath* Stock, and all Shares and Stock

Stock in the *Briton Ferry* Undertaking created under the Authority of this Act shall be called and are in this Act referred to as *Briton Ferry* Shares and Stock.

Rights of Holders thereof.

13. The Holders of Shares or Stock in either Undertaking, whether created under the Authority of this Act or of the original Act, shall not in respect thereof have or be entitled to any Interest or Dividend out of the Profits of the other Undertaking, or any Right to vote as Proprietors on any Question affecting exclusively the other Undertaking.

Dividends on new Shares.

14. Subject to the other Provisions of this Act, every Person who becomes entitled to any new Share or Stock created under the Powers of this Act, in either Undertaking of the Company, shall in respect of the same be a Proprietor in and of that Undertaking of the Company, and shall be entitled to a Dividend with the other Proprietors in that Undertaking proportioned to the Amount of such Stock, or to the whole Amount for the Time being paid up on such Share, as the Case may be.

Qualifications, &c. for new Shares and Stock.

15. Subject to the other Provisions of this Act, all such new Stock shall in proportion to the Amount thereof, and all such new Shares shall in proportion to the Amount for the Time being paid up thereon, confer upon the respective Holders thereof the same Qualifications, Rights of voting, and other Privileges as any ordinary Shares or Stock of the Company created by or under the original Act.

Receipt for Persons under Disability.

16. The Receipt of the Guardian of any Shareholder being a Minor, or the Committee of any Shareholder being an Idiot, Lunatic, or Person *non compos mentis*, shall be a sufficient Discharge to the Company for any Money payable to such Shareholder.

Debenture Stock.

17. The Company may create and issue Debenture Stock.

Power to borrow on Mortgage.

18. The Company may from Time to Time, with the Sanction of any General Meeting, borrow on Mortgage (in addition to the Sums which they are by their original Act authorized to borrow) any Sums not exceeding the following:

For the Purposes of the *Neath* Undertaking, and in respect of the additional Capital of Five thousand Pounds by this Act authorized to be raised for those Purposes, any Sums not exceeding in the whole One thousand two hundred Pounds:

For the Purposes of the *Briton Ferry* Undertaking, and in respect of the additional Capital of Five thousand Pounds by this Act authorized to be raised for those Purposes, any Sums not exceeding in the whole One thousand two hundred Pounds.

Restrictions on borrowing.

19. The Company shall not borrow any Money under the Authority of this Act until the whole of the respective additional Share Capital in respect of which the Money is by this Act authorized to be borrowed is subscribed for or taken, nor until the Company shall have proved to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the respective additional Capital has been subscribed for or taken *bonâ fide* and issued, and that One Half thereof has been paid up, and that not less than One Fifth of the Amount of each Share in that Capital has been paid on Issue of the same, and that such Shares are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Facts the Certificate of the Justice under that Section shall be sufficient Evidence.

Mortgages on the Undertakings separated.

20. All Money borrowed by the Company under the Authority of this Act for the Purposes of either Undertaking shall be borrowed on Mortgage of that Undertaking, and shall not be a Charge upon or confer any Right or Remedy against the other Undertaking or the Revenue thence arising.

Priority of existing Mortgages.

21. All Mortgages granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall during their Continuance and as regards the Undertaking comprised in and assigned by such Mortgages have Priority over all Mortgages granted by the Company and chargeable on the *Neath* Undertaking by virtue of this Act.

Application of Monies raised under this Act.

22. All and every Part of the Monies authorized to be raised by new Shares or Stock or on Mortgage under the Provisions of this Act shall be applied only to the Purposes for which the same are by this Act authorized to be raised.

Separate Accounts.

23. The Company shall keep Accounts of their Receipts, Payments, Credits, and Liabilities from, for, and on account of each Undertaking, separate and distinct from the Accounts of the other Undertaking.

Repealing Section 14 of the original Act.

24. The Section numbered 14 of the original Act (providing for yearly Ordinary Meetings and yearly Balance Sheets) is by this Act repealed, and the Provisions of the Companies Clauses Consolidation Act, 1845, with respect to Ordinary Meetings and Balance Sheets, shall henceforth apply without Variation to the Ordinary Meetings and Balance Sheets of the Company.

Power to take and use Lands for Works.

25. For the Purposes of the Works by this Act authorized and of carrying this Act into execution, the Company from Time to Time may

may enter upon, take, and use such of the Lands and Streams shown on the deposited Plans and specified in the deposited Book of Reference, as they require for those Purposes; provided that in any Case where before the passing of this Act the Company have made any Agreement for the Purchase or taking of any Lands, Waters, or Rights for the Purposes of this Act then, so long as the Owners of such Lands, Waters, or Rights are able and willing to convey the same in accordance with the Agreement, this Act shall not empower the Company to purchase the same, or any other Lands, Waters, or Rights belonging to such Owners compulsorily, but the same shall be purchased and taken by the Company only under and in accordance with the Agreement.

Powers for compulsory Purchases limited.

26. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Additional Land.

27. The Company may from Time to Time for the Purposes of the *Briton Ferry* Undertaking under this Act purchase by Agreement, in addition to the Lands which they are authorized to take by Compulsion, any Quantity of Land not exceeding in the whole Two Acres.

Limiting compulsory Power to purchase Lands.

28. Provided always, That (except for the Purposes of the intended Reservoirs) it shall not be lawful for the Company to purchase by Compulsion the Soil of any private Lands situated in the Course of any Line of Pipes by this Act authorized, between its crossing of the *South Wales Mineral* Railway and the intended Reservoir at *Ynismairdy*, except such Lands as shall be necessary for the Erection and Occupation of Houses for Persons having the Care of the Stopcocks or Stop-valves on the Line of such Pipes, or to purchase, take, or use by Compulsion any other Estate, Right, Easement, Privilege, Power, or Authority whatsoever in, over, or upon any such private Lands as aforesaid, except such and so far as shall be necessary for the Purpose of laying and constructing, and of obtaining Access to, examining, regulating, cleansing, draining, maintaining, renewing, and keeping in good Repair, Order, and Condition such Pipes and other Works as may be required for and are incident to the Purpose of conveying and supplying Water for the Purpose of their Undertaking.

Power for Sale of partial Interest.

29. Any Person empowered to sell and convey or release Lands for the Purposes of this Act shall have Power, in consideration of any yearly or other Rentcharge, or otherwise, to grant, and the Company shall have Power to take and hold accordingly, any Term, Estate, Interest, Right, or Easement in, over, or affecting Lands.

30. The

Terms of Grants by Persons under Disability to be settled as provided by 23 & 24 Vict. c. 106.

30. The Amount of the Rentcharge or Compensation for any Grant, Sale, or Lease under the last preceding Section of this Act to be made by any Party under any Disability or Incapacity to sell and convey Lands as defined by "The Lands Clauses Consolidation Act, 1845," shall be ascertained and settled in manner provided by "The Lands Clauses Consolidation Acts Amendment Act, 1860," and be subject to all the Provisions with respect to Land granted or conveyed under the Provisions of the last-mentioned Act.

Reservation of Water Rights, &c. on Sale by Company.

31. On any Sale by the Company of any Lands the Company may reserve to themselves all or any Part of the Water or Water Rights or other Easements belonging thereto, and may make the Sale subject to such Reservation accordingly, and also subject to such other Reservations, special Conditions, Restrictions, and Provisions with respect to the Use of Water, Exercise of noxious Trades, or Discharge or Deposit of Manure, Sewage, or other impure Matter, as they think fit.

Power to make new Waterworks according to deposited Plans.

32. The Company may, subject to the Provisions and Restrictions in this Act and the Acts incorporated with this Act contained, make and maintain the Works shown on the deposited Plans and Sections, and all necessary and proper Conveniences connected therewith, in the Lines and Situations and upon the Lands delineated upon the said Plans and described in the said Book of Reference, and according to the Levels shown on the said Sections: Provided that the Company shall not make the Works shown only on the Sheets numbered respectively 3 and 4 of the deposited Plans, nor the *Cae-Jacka-Dhu* Reservoir, nor the Line of Pipes shown on the Sheets numbered respectively 5 and 6 of those Plans between that Reservoir and the Point marked "Datum Point" on those Sheets.

Power to take Waters of Streams, &c.

33. The Company may from Time to Time for the Purpose of their Undertaking take, divert, collect, and appropriate the Waters of the *Ynismairdy* Millstream and *Pant-Howell-Ddu Brook*, and of any other Springs and Streams which they may acquire under the Authority of this Act.

Limits of lateral Deviation.

34. In constructing the Works by this Act authorized the Company may deviate laterally from the Lines thereof as laid down on the deposited Plans to the Extent of the Limits of lateral Deviation shown thereon.

Limits of vertical Deviation.

35. In constructing the said Works the Company may deviate vertically from the Levels of the Reservoirs as shown on the deposited Sections to any Extent not exceeding Three Feet, and from the Levels of

of the Lines of the Conduits or other Works as shown on those Sections to any Extent not exceeding Five Feet.

Supply of Water to South Wales Mineral Railway Company.

36. When and so long as the Company under the Powers of this Act shall take any Water from the *Ynismairdy* Millstream, or in any Manner interfere with the existing Water Supply to the *South Wales Mineral* Railway Company, (in this Act called the Railway Company, and including in such Expression their Lessees,) the Company shall also supply for the Use of the said Railway Company, and into their existing Tank on or near the *Ynismairdy* Stream and at or near the Point marked Datum Point on Sheet 5 of the deposited Plans, such Quantity of Water as the Railway Company from Time to Time require, not exceeding Twenty thousand Gallons in every Day between Sunrise and Sunset, and such Twenty thousand Gallons shall be supplied at the Rate of at least Sixty Gallons *per* Minute, and without Charge to the Railway Company; and if the Company fail to furnish such Supply to the Railway Company they shall for every such Failure forfeit and pay to the Railway Company the Sum of Ten Pounds, and also the further Sum of Five Pounds for every Day during which such Failure shall continue after Notice in Writing of the Want of Supply shall have been given to the Company: Provided (first), that the Company shall not be liable to any such Forfeiture or Payment if the Failure to supply shall arise from Frost, unusual Drought, or other unavoidable Cause or Accident; (secondly), that the Clauses of the Waterworks Clauses Act, 1847, with respect to Waste or Misuse of the Water supplied by the Undertakers, shall extend to the said Tank as if it were a Cistern provided by a Person supplied with Water; (thirdly), that the Company shall also supply to the Railway Company into the said Tank, free of Charge, a further Quantity of Water, not exceeding Ten thousand Gallons in every Day between Sunrise and Sunset, if the Railway Company should at any Time require such additional Supply for the Purposes of their Traffic; and if any Question shall arise between the Two Companies as to such further Supply being necessary, the same shall be determined in manner herein-after provided for the Settlement of Differences between the said Companies; and (fourthly), that the Water to be supplied to the Railway Company shall only be used by them for the Purposes of their Undertaking, but they shall be at liberty, if they think fit, to convey the Water supplied to them by the Company from their existing Tank aforesaid into any other Tank belonging to them.

Company to give Notice before interfering with Property of

37. Previously to the Company commencing to do any Work which may in any way interfere with or affect the Rails or any other Property of the Railway Company, the Company shall give to the Railway

South Wales Mineral Railway Company.

Railway Company at least Ten Days Notice in Writing of such their Intention, describing the Manner in which it is proposed to interfere with the Rails or Property of the Railway Company, and such Notice shall be given to or left with the Secretary of the Railway Company at his Office.

Works interfering with the South Wales Mineral Company to be executed under the Direction of their Engineer.

38. All such Works shall be executed under the Direction and Management and to the Satisfaction of the Engineer for the Time being of the Railway Company, and in case of any Difference as to the Mode of executing such Work, the Matter in difference shall on the Application of either of the Parties in difference be referred to an Engineer to be appointed by the Board of Trade, whose Decision shall be binding on both Parties, and the Costs of the Arbitration shall be in his Discretion.

Saving Rights of Railway Company.

39. Except so far as may be necessary for the Purposes of the Works by this Act authorized, nothing in this Act contained shall be deemed or construed to empower the Company to enter upon, take, or use any Lands or Property of the Railway Company without their Consent, or shall in any Manner prejudice or be deemed to injuriously affect any of the Rights, Privileges, Powers, or Authorities of the Railway Company.

Limitation of Time for Construction of Works.

40. If the Works by this Act authorized are not completed within Five Years from the passing of this Act, then on the Expiration of that Period the Powers by this Act granted to the Company for constructing the Works, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; but nothing herein contained shall restrict the Company from extending, elarging, altering, or removing any of their Mains and other Pipes at any Time and from Time to Time as Occasion may require.

New Works to be Part of Undertaking.

41. In all respects not by or under the Provisions of this Act otherwise provided for, the Works by this Act authorized shall be deemed Part of the Undertaking of the Company, and the Powers of this Act may (except in so far as they are by this Act or any Act or Part of an Act incorporated with this Act directed to be exercised at or by a Meeting of the Company) be exercised by the Directors for the Time being of the Company.

Application of Parts of original Act.

42. The Sections of the original Act numbered respectively 27, 28, 29, 30, and 31 and 34, and from 36 to 42, both inclusive, shall extend and apply to the Supply of Water by the Company under this Act, and the said Section 31, as so extended and applied, shall

shall include the Docks at *Briton Ferry* as well as the Port of *Neath*.

Limiting Rates for other than domestic Purposes on Briton Ferry Undertaking.

43. Provided, That the Rates to be charged by the Company for Purposes other than domestic Purposes on the *Briton Ferry* Undertaking shall not exceed the Rates now charged for like Purposes in the Town of *Neath*.

Power to supply Water by Measure.

44. The Company may agree with any Consumer of Water for supplying Water to him by Measure.

Extent of Pressure.

45. The Company shall not be bound under or for the Purposes of this Act to supply Water in any Case at a Level above that at which Water can be supplied by Gravitation from *Ynismairdy* Reservoir: Provided always, that "The Waterworks Clauses Act, 1847," shall be construed in connexion with this Act as if it were by this Act provided that the Water to be supplied by the Undertakers need not be constantly laid on under Pressure.

Contracts for supplying Water for public Purposes.

46. The Company and the Local Board of Health for the District of *Briton Ferry* may from Time to Time enter into and carry into effect Contracts for the Supply of Water by the Company for the Purposes mentioned in the Section numbered 37 of "The Waterworks Clauses Act, 1847," and for any of the Purposes for which under "The Public Health Act, 1848," and "The Local Government Act, 1858," or either of those Acts, the said Local Board may require Water, and for such Period as the said Local Board may lawfully make any such Contract, and may from Time to Time by mutual Consent, vary, suspend, or rescind any such Contract, and enter into and carry into effect other Contracts in lieu thereof, or in addition thereto; and the said Local Board may apply for the Purposes of any such Contract, and in Payment of any periodical or other Remuneration or Consideration payable to the Company by virtue thereof, any Rate or Revenue from Time to Time legally applicable to those Purposes.

Nothing to prejudice between Owners of Gnoll Estate and Company, &c.

47. Nothing in this Act contained shall be deemed to prejudice or alter the existing Agreement between the Owners of the *Gnoll* Estate and the Company sanctioned by the original Act (Section Twenty-three) or any Estate, Right, or Interest of the Owners from Time to Time of that Estate; nor shall the Company, without the previous Consent in Writing for the Purpose of the Owners of the *Gnoll* Estate, take or use any Water from that Estate for any Purposes except the Purposes for which the Company might have taken or used the same if this Act had not been passed.

48. The

Expenses of Act.

48. The Costs, Charges, and Expenses of and incident to the Application for and passing of this Act shall be paid by the Company.

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