ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. cix.

An Act for better supplying the Town of *Rhyl* and Places in the surrounding District with Water; and for other Purposes. [19th *June* 1865.]

WHEREAS the present Supply of Water to the Town of *Rhyl* and the surrounding District is inadequate for the Wants of the Inhabitants, and it is expedient to increase and improve such Supply, and for that Purpose to make and maintain the Works herein-after mentioned: And whereas the Parties herein-after named, and others, are willing at their own Expense to provide such increased and improved Supply, and to make and maintain such Works, if the necessary Powers are conferred upon them: 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,)

Rhyl District Waterworks Act, 1865.

Short Title.

1. This Act may be cited for any Purpose as "*Rhyl District* Waterworks Act, 1865."

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 17., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 93. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Part I. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Acts, 1847 and 1863," (save in so far as the Provisions of those Acts are varied or excepted by this Act,) are incorporated with this Act.

Same Meanings to Words in General Acts and this Act.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction; and the Expression "Superior Court," "Court of competent Jurisdiction," or other like Expression in this Act or in the incorporated Acts shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of Act for Supply of Water.

4. The Limits of this Act for the Supply of Water by the Company shall be the Towns, Parishes, and Places of *Rhyl* and *Rhyddlan* in the County of *Flint*, *Pensarn*, *Abergele*, and *Saint George* in the County of *Denbigh*, and *Saint Asaph* in the Counties of *Flint* and *Denbigh*, and also the Shipping in the Harbour of *Rhyl* in the said Counties of *Flint* and *Denbigh*.

Incorporation of Company.

5. *William Bell*, *Henry Christie Beloe*, *John Churton*, *William Murray Clarke*, *William Richardson*, *Robert James Sisson*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively are and shall be by this Act united and incorporated into a Company for the Purpose of supplying Water within the Limits of this Act and for making and maintaining Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith according to the Provisions and for the Purposes of this Act by and under the Name of "*Rhyl District* Water Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and shall and may sue and be sued, and shall have Power to purchase, take, hold, and dispose of Lands, Houses, and other Property for the Purposes, but subject to the Restrictions of this Act.

Capital.

6. The Capital of the Company shall be Twenty thousand Pounds, divided into Two thousand Shares of Ten Pounds each.

7. The

Shares not to vest till One Fifth paid up.

7. The Company shall not issue any Share created under the Authority of this Act in respect of the original Capital of Twenty thousand Pounds or of the further Capital of Six thousand Pounds, 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.

Calls.

8. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and Three Months at the least shall intervene between any Two successive Calls.

Receipts for disqualified Persons.

9. If any Money be payable to any Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his Guardian or Committee shall be a sufficient Discharge to the Company for the same.

Power to borrow on Mortgage.

10. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of Five thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital of Twenty thousand Pounds shall have been subscribed for or taken and One Half Part thereof paid up, and until they shall prove 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 all such Shares are issued, that Half of such Capital has been paid up, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Issue thereof, and that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Power to raise additional Capital.

11. When the said authorized Share Capital of Twenty thousand Pounds is expended for the Purposes of this Act, and is found insufficient for those Purposes, it shall be lawful for the Company, with the Consent of Three Fifths of the Votes of the Shareholders voting, personally or by proxy, at any General Meeting of the Company called for the Purpose, to raise by the Creation and Issue of ordinary Shares of Ten Pounds each any further Sum not exceeding Six thousand Pounds.

Power to borrow further Sums.

12. When such further Sum of Six thousand Pounds is subscribed for, and One Half thereof is paid up, the Company may borrow on Mortgage any Sums not exceeding One thousand five hundred Pounds, in addition to and subject to the same Conditions as are applicable to the Sum of Five thousand Pounds herein-before authorized to be borrowed.

13. The

Receiver for Mortgagees.

13. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest alone, or of Principal and Interest, due on their respective Mortgages by the Appointment of a Receiver; and the Amount of Principal due to the Mortgagees by whom a Requisition for a Receiver shall be made shall not be less than Five hundred Pounds in the whole.

Application of Monies.

14. All Monies from Time to Time raised by Shares or borrowing under the Powers of this Act shall be applied only to the Purposes by this Act authorized, and to no other Purpose.

Number and Qualification of Directors.

15. The Number of Directors shall be not less than Five or more than Seven, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares at least in the Undertaking.

Directors not to be disqualified by being Commissioners under Local Acts.

16. No Person shall be disqualified as a Director by being a Commissioner or a Trustee under any Act of Parliament, or Member of any Municipal Corporation or Local Board for any public Purposes within the Limits of this Act or a Mortgagee of Rates or Justice of the Peace for the Division within which the Works may be situate; and no Shareholder of the Company shall be disqualified as such Commissioner, Trustee, or Member by reason of any Contract between the Company and the Commissioners, Trustees, Corporation, or Local Board: Provided always, that no Commissioner, Trustee, or Member who is a Director or Shareholder shall act or vote at any Meeting of such Commissioners, Trustees, Corporation, or Board, or at any Committee appointed by such Commissioners, Trustees, Corporation, or Board, on any Question or with reference to any Matter in which such Director or Shareholder has a direct or indirect Interest as a Shareholder.

Quorum of Directors.

17. The Quorum of a Meeting of Directors shall be Three.

Quorum of Committees.

18. The Quorum of every Committee appointed by the Directors shall be fixed by the Directors when they appoint the same.

First Directors.

19. *William Bell*, *Henry Christie Beloe*, *John Churton*, *William Murray Clarke*, *William Richardson*, and *Robert James Sisson* shall be the First Directors of the Company.

Meetings of Company.

20. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held yearly in the Months of *November* or *December*, or at such other Periods as a General Meeting from Time to Time appoint.

21. The

Election of Directors at First Ordinary Meeting.

21. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting, or any Adjournment thereof, to be held after the passing of this Act; and at such Meeting the Shareholders present personally or by proxy may either continue in Office the Directors appointed by this Act or any Number of them, or may elect a new Body of Directors or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Subsequent Election of Directors.

22. At the First Ordinary Meeting to be held in every subsequent Year after the passing of this Act the Shareholders present personally or by proxy shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

Quorum for General Meetings.

23. The Quorum of every Meeting of the Company shall be Seven Shareholders, present in person or by proxy, holding in the aggregate not less than Three thousand Pounds in the Capital of the Company.

Number of Shareholders to convene Extraordinary Meeting.

24. The Number of Shareholders on whose Requisition an Extraordinary Meeting of the Company may be required to be convened shall be not less than Five Shareholders, holding in the aggregate not less than Two thousand Pounds in the Capital of the Company.

Power to make Works according to deposited Plans.

25. And whereas Plans and Sections of the Works by this Act authorized showing the Situation, Line, and Levels thereof respectively, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands in or through which the same respectively are intended to be made or pass, have been deposited with the Clerks of the Peace for the Counties of *Denbigh* and *Flint:* Therefore, subject to the Provisions and Restrictions in this Act and the incorporated Acts contained, the Company may enter upon, take, and use all or any of the Lands shown on the deposited Plans, and described in the deposited Book of Reference, and may make and maintain the Works herein-after described, together with all proper Mains, Conduits, Sluices, Weirs, Gauges, Engines, Wells, Drains, Cuts, Pipes, Approaches, Embankments, Filtering Beds, Dams, Culverts, Shafts, Bye-washes, Works, and other Conveniences connected therewith, in the Lines and Situations, according to the Levels, and upon the Lands delineated on those Plans and Sections and described in such Book

of Reference, and may divert, collect, and impound in the intended Reservoirs, and thence distribute and supply the Waters of the said Stream called *Dolwen* otherwise *Caeren*, otherwise *Nantllwyd*, and all such other Streams, Springs, and Waters as flow into and through the Site of the Reservoir firstly herein-after described, and as shall be found within the Limits of Deviation marked upon the said deposited Plan: Provided always, that the Company may acquire, take, and use any Right, Easement, Privilege, Power, or Authority in, over, or affecting the said Lands, or any of them, without purchasing any other Estate or Interest therein.

Works.

26. The Works authorized by this Act are:

1. A Reservoir in the Townships of *Carregfynydd* and *Dinasgadfal*, both or either of them in the Parish of *Llanyfydd* in the County of *Denbigh*, on certain Land Part of *Plasucha* Farm, belonging to *John Lloyd Wynne* Esquire, and now in the Occupation of *Henry Williams*, and upon the Stream commonly called or known by the Name of *Dolwen* otherwise *Caeren*, otherwise *Nantllwyd*, about Eleven hundred Yards or thereabouts Southward of the Junction of that Stream with the River *Elwy*:
2. A Reservoir in the Township of *Meiriadog* in that Part of the Parish of *Saint Asaph* which is in the County of *Denbigh*, in a Field called "*Cae Richard*" North-west of the Homestead of *Coed-y-brain*, the Property of the Reverend *Thomas Wynne Edwards* and *Edward Humphrey Griffiths* Esquire, or One of them, in the Occupation of *David Williams*:
3. A Conduit or Line of Pipes commencing from and out of the North Side of the said Reservoir No. 1, and terminating on the South Side of the said Reservoir No. 2 in the said Parish of *Saint Asaph*, and passing from, in, through, or into the several Parishes, Townships, Extra-parochial and other Places following, or some of them; (that is to say,) *Llanyfydd*, *Saint Asaph*, *Saint George Carregfynydd*, *Dinasgadfal*, *Meifod*, and *Meiriadog* in the County of *Denbigh*:
4. A Conduit or Line of Pipes commencing from and out of the North Side of the said Reservoir No. 2, and terminating at the North End of the High Street in the Township of *Rhyl* in the Parish of *Rhyddlan* in the County of *Flint*, which said Line of Pipes No. 4 will pass from, in, through, or into the several Parishes, Townships, Extra-parochial and other Places following or some or one of them, (that is to say,) *Saint Asaph* and *Meiriadog* in the County of *Denbigh*, *Saint Asaph*, *Rhyddlan*, *Bodelwyddan*, *Faenol*, *Pengwern*, *Brynbychan*, *Pentre*, *Bryn-y-wal*, *Scawen*, *Cefndy*, and *Rhyl* in the County of *Flint*:

5. A Con-

5. A Conduit or Line of Pipes commencing on the North Side of the said Reservoir No. 2, and terminating at or near to the Southern Entrance to the *Abergele* Station of the *Chester and Holyhead* Railway in the County of *Denbigh*, and passing from, in, through, or into the several Parishes, Townships, Extra-parochial and other Places following, or some or one of them (that is to say,) *Saint Asaph*, *Saint George*, *Abergele*, *Meiriadog*, *Bodoryn*, *Bodtegwel*, *Hendregyda*, *Abergele*, *Towyn*, and *Cegidog* in the County of *Denbigh*, *Saint Asaph*, *Bodelwyddan*, and *Faenol* in the County of *Flint*:

6. A Conduit or Line of Pipes commencing at the said Reservoir No. 2, and terminating at or near the Entrance of the *Saint Asaph* Station of the *Vale of Clwyd* Railway in the Parish of *Saint Asaph* in the County of *Flint*, and passing from, in, through, or into the several Parishes, Townships, Extra-parochial and other Places following, or some of them, (that is to say,) *Saint Asaph*, *Meiriadog*, and *Wigfair* in the County of *Denbigh*, *Saint Asaph*, *Bodelwyddan*, *Talar*, *Wigfair*, and *Gwernglefryd* in the said County of *Flint*.

Limits of vertical Deviation.

27. In constructing the Waterworks the Company may deviate vertically from the Levels thereof as shown on the deposited Sections to any Extent not exceeding Three Feet in the Case of Reservoirs and Five Feet in other Cases.

Line of Pipes across Chester and Holyhead Railway and Vale of Clwyd Railway to be laid and maintained to Satisfaction of Engineer of London and North-western Railway Company.

28. The Conduit or Pipe No. 4, where the same crosses the *Chester and Holyhead* Railway (which belongs to the *London and North-western* Railway Company) and the *Vale of Clwyd* Railway (which under Parliamentary Authority is worked by that Company), shall, if required by the *London and North-western* Railway Company, be laid and carried under those Railways by means of walled Passages or Culverts, to be constructed by the Company, of such Height and Width as shall admit of such Conduit or Pipe being examined and repaired without interfering with or disturbing those Railways or any of the Works thereof respectively, and in all respects to the reasonable Satisfaction and under the Superintendence of the principal Engineer for the Time being of the *London and North-western* Railway Company, and according to Plans to be previously approved in Writing by him; and such Conduit or Pipe for its entire Length across the said Railways and the Lands and Works thereto respectively belonging shall be of such Material, Dimensions, Quality, and Thickness as such Engineer shall in Writing reasonably require, and such Conduit or Pipe, walled Passages, and all the Works so to be constructed by the Company shall be maintained by the Company and such Repairs effected to the reasonable Satisfaction and under the Superintendence of such Engineer; and if and whenever

whenever the Company fail so to do, the *London and North-western* Railway Company and *Vale of Clwyd* Railway Company respectively may make and do in and upon as well their own Lands as the Lands of the Company all such Works and Things as those Companies may reasonably think requisite in that Behalf, and the Sum from Time to Time certified by such Engineer to be the reasonable Amount of their respective Expenditures in that Behalf shall be repaid to those respective Companies by the Company, and in case of Nonpayment may be recovered from the Company with full Costs in any Court of competent Jurisdiction; and the Company shall not in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe User of the said *Chester and Holyhead* and *Vale of Clwyd* Railways respectively, or any Traffic thereon respectively: Provided always, that the said respective Railway Companies shall not require the Company to lay the Line of Pipes numbered Four under the said Railway so that the upper Surface of such Pipes or the Flanges connected therewith shall be at a lower Level than Five Feet below the present Surface of the respective Rails thereof.

Limiting compulsory Purchase Powers affecting the London and North-western and Vale of Clwyd Railway Companies.

29. The Company shall not, without the Consent of the *London and North-western* Railway Company in Writing under their Common Seal, purchase, take, enter upon, or use, either temporarily or permanently, any Lands or Works belonging to that Company or to the *Vale of Clwyd* Railway Company, or which they respectively have Power to take, or any Estate, Right, Easement, Privilege, or Authority in, over, or upon any such Lands or Works, or alter, vary, or interfere with the *Chester and Holyhead* or the *Vale of Clwyd* Railways respectively, or any of the Works thereof respectively, except that the Company may purchase and the *London and North-western* and *Vale of Clwyd* Railway Companies respectively may and shall sell and grant to the Company such Easements respectively as may be necessary for carrying the said Walls, Culverts, and Pipes under such Railways, and for renewing and keeping the same in good Repair.

In case of Injury London and North-western and Vale of Clwyd Railways to make Compensation.

30. If by reason of any of the Works or Proceedings of the Company, or the Failure of such Works, the *Chester and Holyhead* or *Vale of Clwyd* Railways respectively, or any of the Works thereof respectively, shall be injured or damaged, such Injury or Damage shall be forthwith made good by the Company at their own Expense, or in the event of their failing to do so then the *London and North-western* and *Vale of Clwyd* Railway Companies respectively may make good the same and recover the Expense thereof with full Costs against the Company in any Court of competent Jurisdiction; and if any Interruption shall be occasioned to the Traffic of the

London

London and North-western Railway Company, or on the said *Chester and Holyhead* and *Vale of Clwyd* Railways respectively, by reason of any of the Operations or the Failure of any of the Works of the Company, the Company shall on Demand pay to the *London and North-western* and *Vale of Clwyd* Railway Companies respectively all Costs and Expenses to which they may respectively be put, as well as full Compensations for the Loss and Inconvenience sustained by them respectively by reason of any such Interruption, such Costs and Expenses and Compensation to be recovered with full Costs as aforesaid.

Saving Rights of London and North-western and Vale of Clwyd Companies.

31. Nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western* Railway Company, or of the *Vale of Clwyd* Railway Company, otherwise than as herein expressly provided.

Saving Rights of the Crown.

32. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenement, or Hereditaments, or any Rights of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the previous Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give); and nothing in the said Act or Acts contained shall divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority now or from Time to Time vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

As to Pont Ddol Bridge.

33. Whereas the Works of the Company interfere with a Bridge called or known by the Name of *Pont Ddol* in the said Parish of *Llanyfydd*, and may prejudicially affect the same: The Company shall before commencing their Works submit to the Surveyor for the County of *Denbigh* for the Time being a Plan showing the Extent and Character of the Works proposed to be executed for the Protection of the said Bridge and its Approaches to the Extent of One hundred Yards on either Side of the Bridge, and the Construction of those Works shall be subject to the reasonable Approval of the said Surveyor, and the Company shall repair and maintain in perpetuity, to the Satisfaction of the said Surveyor, the said Bridge and its Approaches to the Extent of One hundred Yards on either Side thereof.

For Protection of Works of certain Gas Companies.

34. If in carrying into execution any of the Powers of this Act Injury or Damage shall be done to any of the Pipes, Branches, Apparatus, Materials, or Things already laid down by "the *Saint Asaph* Gas Company Limited," "the *Abergele* Gas Company Limited," and "the Proprietors of the *Rhyl* Gasworks," for the Purpose of supplying Gas to the several Towns above mentioned, or the Suburbs thereof respectively, either by removing or disturbing the Ground or the Soil wherein the same may be placed, or by the Compression or subsequent Settlement or lowering of the same at any Time afterwards, the Company shall at their own Expense, within Twenty-four Hours after Notice in Writing from the Gas Companies owning such Pipes, Branches, Apparatus, Materials, and Things, cause the Injury or Damage to be well and effectually repaired and amended, and in default or neglect thereof it shall be lawful for such Company, and they are hereby authorized and empowered to cause such Pipes, Branches, Apparatus, Materials, and Things so injured or damaged as aforesaid to be effectually repaired, amended, and made good, and the reasonable Expenses attending the same shall be paid by the Company, the Amount thereof being determined in case of Dispute by a Justice of the Peace for the County of *Denbigh* or *Flint*, whose Decision shall be final and conclusive, and such Expenses, together with such Costs and Charges as shall be by such Justice allowed, may be levied and recovered by Warrant of Distress under the Hand and Seal of such Justice.

Limiting Time for the compulsory Purchase of Lands.

35. 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 Four Years from the passing of this Act.

Period within which Waterworks to be made.

36. The Works hereby authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for the Construction of those Works respectively or otherwise in relation thereto shall cease to be exercised, except as to so much of the Work as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Company from enlarging and extending their Mains, Pipes, and Works from Time to Time whenever it shall be necessary for the Purposes of supplying Water within the Limits of this Act.

Certain Provisions of 10 & 11 Vict. c. 17. to extend to Turnpike Roads, &c.

37. The Clauses and Provisions of "The Waterworks Clauses Act, 1847," with respect to the breaking up of Streets for the Purpose of laying Pipes shall extend and apply to the opening and breaking up by the Company of any Turnpike Roads or other public Highways or Footways within the Limits of this Act, and also to the laying

laying down and placing of Pipes, Conduits, and other Works in and under the said Roads, Footways, and Highways respectively.

Land for extraordinary Purposes.

38. The Company may from Time to Time by Agreement purchase or acquire for the Purposes of this Act any Lands not exceeding in Quantity Two Acres, in addition to the Lands which they are by this Act authorized to take by Compulsion.

Parties may grant Easements.

39. The Persons empowered by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," to convey Lands in consideration of a Rentcharge may, if they think fit, but subject to the Provisions contained in those Acts with respect to Land, grant to the Company for the Purposes of this Act any Lands, Streams, or Waters which by this Act they are authorized to take, or the Right of User thereof, or any other Easement, Liberty, Privilege, Power, or Authority in or over any such Lands, Streams, or Waters in consideration of an annual Rentcharge.

Grant by Persons under Disability to be at best Rent.

40. The Amount of the Rentcharge or Compensation for any such Grant 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.

Rents to be First Charge.

41. Every such yearly Rent shall be charged on the Water Rates or Water Rent payable under this Act, or if the Rates be leased then on the Rent reserved by the Lease in preference to any other Charge whatsoever, and if at any Time any such Rent be not paid within Thirty Days after the same becomes payable, and after Demand thereof in Writing, the Person to whom such Rent is payable may either recover the same from the Company, with Costs of Suit, by Action of Debt in any Court of competent Jurisdiction, or may levy the same by Distress of the Goods and Chattels of the Company.

Restrictions may be imposed upon the Sale of superfluous Property.

42. Upon any Sale by the Company under the Provisions of "The Lands Clauses Consolidation Act, 1845," relating to superfluous Lands, or any Lands or Hereditaments purchased by them under the Powers of this Act, the Company may reserve to themselves all or any Part of the Water or Water Rights and other Easements thereunto belonging, and may sell such Lands and Hereditaments subject to such Reservations, and also subject to such special Conditions, Restrictions, and Provisions with reference to the Use of Water, and

for

for preventing the Exercise of noxious Trades or Businesses upon the Premises, and for preventing or regulating the Discharge and Deposit of Manure, Sewage, and other impure Matter and Liquids as they may think fit.

Power to purchase existing Waterworks.

43. The Company may purchase by Compulsion or Agreement from the Owners, Lessees, and Occupiers thereof any Reservoirs, Wells, Springs of Water, Mains, Pipes, and other Works connected therewith in the Nature of Waterworks now used for the Purpose of supplying Water for domestic Use to the Inhabitants of any Parts of the Townships of *Rhyl* and *Cefndy* in the Parish of *Rhyddlan* in the County of *Flint*, and to pay for the same out of the Capital of the Company such Consideration in Money, either annual or in gross, as may have been or be agreed upon, and the Property so purchased, and all Rights, Powers, and Privileges held therewith or incident thereto, shall thereupon be conveyed to and vest absolutely in the Company for the Purposes of this Act: Provided always, that so much of the Thirty-ninth Section of "The *Rhyl* Improvement Act, 1852," as requires the *Rhyl* Improvement Commissioners to give Notice to the Owner or One of the Owners of the Waterworks therein referred to of their Willingness to purchase the same at a Valuation before constructing or laying down any Waterworks under the Powers of that Act, shall not extend to or apply to the Company incorporated under this Act.

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

44. The Company shall at the Request of the Owner or Occupier of any House in any Street in which any Service Pipe of the Company shall be laid, or of any Person who under the Provisions of this Act or any Act incorporated therewith shall be entitled to demand a Supply of Water for domestic Purposes furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Uses at any Rate which may be agreed upon between the Company and such Owner, Occupier, or other Person, not exceeding Six Pounds Five Shillings *per Centum per Annum* upon the rateable Value of any such House as appears by the Poor's Rate Assessment for the Time being: Provided always, that the Company shall not be compelled to supply any House for less than Seven Shillings *per Annum*, or for a less Period than Six Months.

Rates for Watercloset and Baths.

45. If there be a private Bath or more than One Watercloset in any such House, then in addition to the Rates before specified the Company may demand in respect of such Bath the Sum of Ten Shillings *per Annum*, and in respect of every Watercloset or Bath beyond the First the Sum of Five Shillings *per Annum*, and such additional Sums may be received with and as Part of or recovered by the same Means as the Rate for the Supply of Water for domestic Purposes:

Purposes: Provided always, that for Baths containing as usually filled for Use a greater Quantity of Water than Fifty Gallons, the Company may charge an increased Rate in proportion to the Size of such Baths; provided also, that the Company shall not be compelled to supply any Watercloset or Bath unless the same and the Apparatus and Pipes connected therewith shall be so constructed and used as to prevent the Waste and undue Consumption of the Water of the Company.

Company may contract with Local Bodies as to Supply of Water.

46. The Local Board of Health, Town Commissioners, and Town Council, or any One or more of those Bodies within the Limits of this Act, shall for all the Purposes of "The Public Health Act, 1848," have Power to contract with the Company and the Company may contract with such Bodies for the Supply of Water in Bulk or otherwise for any of the Purposes of the said Act, and the Water supplied by the Company for those Purposes by the Order of the Local Board, Town Commissioners, or Town Council shall be deemed to be supplied by such Board, Commissioners, or Council for the same Purposes, and the said Local Board, Commissioners, or Council may appropriate and apply Funds and raise additional Funds by Rates or otherwise for such Purposes.

Consumers to have Option of Supply by Meter.

47. Every Person entitled to have a Supply of Water under this Act or under any of the Provisions of "The Waterworks Clauses Act, 1847," shall be entitled if he thinks fit to have such Water supplied for other than domestic Purposes by Meter at such Rate as may be agreed on between the Company and the Person requiring to be so supplied, provided that the Company shall not be obliged to furnish such Supply at any lower Sum than Forty-two Shillings *per Annum*.

Rent of Meter, and Expense of Fittings.

48. The Meter and all necessary Fittings shall be provided and fixed by the Company, who may charge and recover from the Consumer with and as Part of and in addition to the Water Rent Ten *per Centum per Annum* on the Cost of the Meter, which shall remain the Property of the Company, and the Expense of fixing the Meter and of all necessary Fittings shall be repaid by the Consumer to the Company within One Month after the Expense is incurred.

Penalty for Injury to and fraudulent Use of Meters.

49. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter, Pipes, or Fittings belonging to the Company, or who shall fraudulently alter the Index to any Meter, or neglect to protect any Meter from Frost or other Injury, or shall knowingly and wilfully prevent any Meter from duly and properly registering the Quantity of Water supplied, shall for every such Offence forfeit to the Company a Sum not

exceeding Five Pounds, and the Company may in addition thereto recover the Amount of any Damage by them sustained.

Meters to be repaired by the Company.

50. No Meter shall be altered or repaired except under the Direction of the Company, or the Surveyor or other Officer of the Company, and the Company shall keep all Meters in repair: Provided always, that in the event of Damage to the Meter by Frost, Fire, or Negligence the Consumer shall pay the Expense of repairing such Damage.

Water for other Purposes may be supplied by Agreement.

51. The Company may from Time to Time supply any Company, Body, or Person with Water for any Purpose for which such Supply may be required for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Company, Body, or Person desirous of having such Supply of Water under a Special Agreement.

Extent of Pressure.

52. With reference to the Thirty-fifth Section of "The Waterworks Clauses Act, 1847," the Water of the Company need not be laid on or supplied to Houses within the Limits of this Act, in the Cases in which the Supply cannot be afforded from the Pipes laid down by the Company by its own residual Pressure or Gravitation nor need the Water to be supplied by the Company be constantly laid on under Pressure.

Consumer to provide Stopcocks, &c.

53. The Company shall not be compelled to supply Water for any Purpose whatever or to lay on a Supply of Water to any House or Premises until a good and sufficient Stopcock shall be placed on the Outside of the House or Premises, with a good and sufficient Box over the same, at the Cost of the Owner or Occupier, who shall thereafter keep the same in good Order and Repair.

Persons using Water for Watercloset to provide Cisterns, &c.

54. Every Person supplied with Water under the Provisions of this Act for the Purpose of a Watercloset shall, when required by the Company, provide a Cistern with Stop or Ball Cock, or such other Apparatus as the Company may deem proper, to receive and retain the Water with which he shall be supplied for such Purpose, and shall keep such Cistern, Stop or Ball Cock, or other Apparatus, in good Repair, so as effectually to prevent the Water from running to Waste and to prevent the Escape of foul Air into the Company's Pipes, and in case any such Person shall neglect to provide when required by the Company such Cistern, Stop or Ball Cock, and other Apparatus as aforesaid, or to keep the same in good Repair, it shall be lawful for the Company or for any Person acting under their Authority to cut off the Pipe or turn off the Water from the Premises of such Person until

until such Cistern or Stop or Ball Cock and other Apparatus shall be provided or repaired as the Case may require.

Where several Houses supplied by One Pipe, each to pay.

55. When several Houses or Parts of Houses in the Occupation of several Persons shall be supplied by One common Pipe, the several Owners or Occupiers of such Houses or Parts of Houses shall be liable to the Payment of the same Rates for the Supply of Water as they would have been liable to if each of such several Houses or Parts of Houses had been separately supplied with Water from the Works of the Company by a distinct Pipe: Provided always, that the Company shall not be compelled to supply Water to the Occupier of any Part of a Dwelling House, or for any Premises occupied with a Dwelling House, unless the Water Rate is paid for the whole of such Dwelling House and Premises.

Company may repair Pipes, &c. in certain Cases.

56. The Company may require every Person supplied with Water who shall wilfully suffer any such Pipe, Cock, Cistern, or other Apparatus to be out of repair, by Twenty-four Hours Notice in Writing under the Hand of the Surveyor or other duly authorized Officer of the Company, to repair any such Pipe, Cock, Cistern, or other Apparatus, so as to prevent any such Waste of Water, and in case of Default so to do within the said Twenty-four Hours the Company may repair the same, and in such Case the Expenses of such Repair shall be repaid to them by the Person so allowing the same to be out of repair, and may be recovered as Damages.

Undisputed Rates may be recovered by Distress.

57. All Water Rates, Meter Rents, or other Rents due to the Company, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount whereof shall not be disputed, may be levied by Distress, provided that the Amount so to be levied from any One Person or Body Corporate shall not exceed Twenty Pounds, and any Justice on Application may issue his Warrant accordingly; provided that if it be shown to the Satisfaction of the Justice that there is reasonable Ground to dispute the Amount due for such Rates and Rents, then such Justice shall refuse to adjudicate, and the Amount due shall be recoverable in any other Court of competent Jurisdiction.

Several Names in One Warrant.

58. Any Number of Names and Sums may be included in any Warrant of Distress or Notice obtained or given by the Company for any of the Purposes of this Act, and may be stated either in the Body of the Warrant or Notice or in a Schedule thereto.

Costs of Distress.

59. Any Justice who issues any such Warrant of Distress may order that the Costs of the Proceedings for the Recovery of such Rate or Sum shall be paid by the Person liable to pay such Rate or Sum,

Sum, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Rate or Sum.

Justice or Judge not disqualified.

60. No Justice or Judge of any Court shall be disqualified from acting in the Execution of this Act by reason of his being liable to any Rate, Rent, or Charge under this Act, or of his being a Shareholder in the Company.

Penalties not cumulative.

61. Penalties imposed on the Company by several Acts for one and the same Offence shall not be cumulative, and for this Purpose this Act and the Acts incorporated with this Act shall be deemed several Acts.

Expenses of Act.

62. 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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