



CHAPTER xxx.

An Act to confer further powers on the Chepstow Water Company and for other purposes. [22nd July 1919.] A.D. 1919.

WHEREAS by the Chepstow Water Act 1843 the Chepstow Water Company (hereinafter referred to as "the Company") were incorporated and authorised to continue complete execute and maintain waterworks for supplying the inhabitants of the town and parish of Chepstow and an adjoining parish with water from certain springs in that Act mentioned :

And whereas important works have recently been and are being erected in the town and neighbourhood of Chepstow which have led to increased demands for water and by the Chepstow Water Act 1917 (hereinafter referred to as "the Act of 1917") the limits of the Company for the supply of water were extended and the Company were authorised to construct new works and raise additional capital :

And whereas the demands for water both for trade and domestic purposes in Chepstow and its neighbourhood are still increasing and in order to meet such increasing demands the Company are proceeding under the provisions of the Defence of the Realm Acts and by the desire of the Ministry of Shipping to construct works for obtaining a supply of water from the Mounon Brook and other works and it is expedient that they be authorised to complete those works and the other works in this Act mentioned and that their limits for the supply of water be further extended :

And whereas parts of such extended limits of supply are now supplied with water by the Tidenham Waterworks Company Limited and it is expedient that the property and business of that company be transferred to and vested in the Company upon the terms in this Act contained :

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And whereas the issued share capital of the Company consists of 5,654*l.* in 514 shares of 11*l.* each and by the Act of 1917 the Company were authorised to raise but have not raised further sums of 24,000*l.* by the issue of shares or stock:

And whereas by the Act of 1917 the Company are authorised to borrow on mortgage of their undertaking or by the issue of debenture stock the total sum of 9,800*l.* and of that sum they have borrowed 940*l.* on mortgage of their undertaking:

And whereas the Company have constructed a considerable part of the works authorised by the Act of 1917 and the cost of those works and other expenses incurred by the Company in connexion with or under the powers of the Act of 1917 have been met by advances from the Admiralty subject to an obligation on the Company to repay to the Admiralty by means of a sinking fund certain sums of money advanced by the Admiralty together with interest on those sums until the same have been refunded:

And whereas the costs now being incurred by the Company in connexion with the construction of the further works hereinbefore referred to are being met partly by bank overdrafts and partly by advances from the Ministry of Shipping and in order to enable the Company to repay such overdrafts and advances and to complete the works by this Act authorised it is necessary that they be permitted to raise further capital:

And whereas it is expedient that further powers be conferred upon the Company and further provision be made with reference to their undertaking as in this Act contained:

And whereas plans and sections showing the lines and levels of the works authorised by this Act such plans showing also the lands which may be taken or used compulsorily under the powers of this Act and a book of reference to such plans 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 or used for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Monmouth and the clerk of the peace for the county of Gloucester and are hereinafter referred to as "the deposited plans sections and book of reference":

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the King'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:—

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1.—(1) This Act may be cited as the Chepstow Water Act 1919.

Short and collective titles.

(2) The Chepstow Water Acts 1843 and 1917 and this Act may be cited together as the Chepstow Water Acts 1843 to 1919.

2.—(1) The following Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act or the Act of 1917 are hereby incorporated with this Act (namely):—

Incorporation of Acts.

The Companies Clauses Consolidation Act 1845 except the provisions thereof with respect to the conversion of borrowed money into capital;

The Companies Clauses Act 1863 as amended by subsequent Acts except Part IV.;

The Lands Clauses Acts;

The Waterworks Clauses Acts 1847 and 1863 Provided that section 44 of the Waterworks Clauses Act 1847 shall in its application to the Company 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 therefrom and as if the words "in case the occupier shall make default in payment of such rent and the owner shall have required a supply of water to such house" were inserted in that section in lieu of the words "in his default."

(2) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof Provided that in the application of such provisions to the purposes of this Act the expression "the railway" shall mean the reservoirs roads and lines of pipes by this Act authorised and "the centre of the railway" shall in relation to the said reservoirs mean the boundaries thereof respectively.

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Interpreta-
tion.

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

- “The Act of 1843” means the Chepstow Water Act 1843;
- “The Act of 1917” means the Chepstow Water Act 1917;
- “The new works” means the several works described in the section of this Act of which the marginal note is “Power to make new works”;
- “The existing limits” means the limits within which the Company are authorised to supply water by the Act of 1843 and the Act of 1917;
- “The new limits” means the parishes mentioned in the section of this Act of which the marginal note is “Extension of limits of supply”;
- “The limits of supply” means the limits within which the Company are for the time being authorised to supply water;
- “The undertaking” means the undertaking of the Company for the time being authorised;
- “The map” means the Ordnance map scale $\frac{1}{2500}$ (2nd edition);
- “The Pont Faen Road” means the road leading from the Cross Hands public-house near Shirenewton village across the bridge over the Mounton Brook known as Pont Faen to Itton School;
- “The Lower Glyn Road” means the road leading from the Pont Faen Road near Oak Cottage to the house known as “the Trout”;
- “Chepstow Bridge” means the bridge over the River Wye between the town of Chepstow and the parish of Tidenham;
- “The tribunal” means the jury arbitrators umpire or other authority to whom any question of disputed purchase money or compensation under this Act is referred;
- “Telegraphic line” has the same meaning as in the Telegraph Act 1878;
- “The eleven pound shares” means the existing shares in the capital of the Company of eleven pounds each;

“The date of conversion” means the first day of January A.D. 1919.
nineteen hundred and twenty”;

“The Tidenham Company” means the Tidenham Waterworks Company Limited;

“The Tidenham Waterworks” means the business and property of the Tidenham Company as existing at the passing of this Act including the goodwill of that business and subject to the provisions of this Act all waterworks water supplies mains pipes fittings apparatus works buildings lands easements rights privileges and the benefit of all agreements and all securities moneys goods chattels and other estates property and effects of whatsoever tenure or kind of or attaching to or vested in the Tidenham Company at the passing of this Act but excepting such sums of money (if any) as according to the accounts of the Tidenham Company for the year nineteen hundred and eighteen might be lawfully and reasonably distributed by way of dividend for that year on the ordinary shares of the Tidenham Company and have not been so distributed.

WORKS AND LANDS.

4. Subject to the provisions of this Act the Company may make or complete and maintain in the counties of Monmouth and Gloucester and in the situations and according to the lines and levels shown on the deposited plans and sections the works hereinafter described (that is to say):— Power to
make new
works.

Work No. 1 An impounding reservoir (to be called “the Mounton Brook Reservoir”) to be formed by means of a dam across the Mounton Brook below Pont Faen:

Work No. 2 A road being a diversion of the Pont Faen Road between a point 5 chains or thereabouts north-eastwards of the Cross Hands public-house and its junction with the Lower Glyn Road:

Work No. 3 A road being a diversion of the Lower Glyn Road between a point 6 chains or thereabouts north-westwards of the said junction with the Pont Faen Road and a point 10 chains or thereabouts southwards of the cross roads near “the Trout”:

Work No. 4 An intake on the right bank of the Mounton Brook above Pont Faen:

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Work No. 5 A line or lines of pipes commencing in the intake (Work No. 4) by this Act authorised and terminating by a junction with the line or lines of pipes (Work No. 7) by this Act authorised:

Work No. 6 A road being an access road to the Mouton Brook Reservoir by this Act authorised commencing in the inclosure numbered on the map 877 in the parish of Shirenewton and terminating by a junction with the public road leading from Chepstow to the Cross Hands public-house:

Work No. 7 A line or lines of pipes commencing in the Mouton Brook Reservoir by this Act authorised and terminating in the Bishton Reservoir by this Act authorised:

Work No. 8 A service reservoir with pumping plant (to be called "the Bishton Reservoir") in the inclosure numbered on the map 906 in the parish of Tidenham:

Work No. 9 A rising main commencing in the Bishton Reservoir by this Act authorised and terminating in the existing service reservoir of the Tidenham Company:

Work No. 10 A service reservoir (to be called "the Look-out No. 2 Service Reservoir") in the inclosure numbered on the map 266 in the parish of St. Arvans:

Work No. 11 A water-tower in the last-mentioned inclosure.

Power to
continue
Tidenham
supply
works.

5. The Company may continue maintain repair renew and use or discontinue the works of the Tidenham Company hereinafter described together with all incidental or ancillary works machinery and apparatus connected therewith if and when the same have been vested in the Company under the provisions of this Act The works hereinbefore referred to are—

Work No. 12 A collecting chamber on the Gloucestershire foreshore of the River Wye above Hook Weir:

Work No. 13 A pumping station adjoining and on the south-eastern side of the said collecting chamber:

Work No. 14 A rising main commencing in the said pumping station (Work No. 13) and terminating in the service reservoir (Work No. 15) hereinafter described:

Work No. 15 A circular service reservoir in the southern corner of the inclosure numbered on the map 470 in the parish of Tidenham.

6. The Company may also upon any lands included within the respective limits of deviation for the new works shown upon the deposited plans or within the limits marked upon the deposited plans as the respective sites of Works Nos. 12 13 14 and 15 respectively if and so long as such lands shall belong to the Company make and maintain all such cuts channels catchwaters aqueducts pipes culverts drains sluices by-washes weirs overflows tanks water-towers filter beds sterilising and filtration plant walls fences embankments piers approaches engines pumps machinery telegraphs telephones apparatus and appliances as may be necessary or convenient in connexion with or subsidiary to the new works or the said Works Nos. 12 13 14 and 15 or any of them or necessary or expedient for the purpose of collecting diverting conveying obtaining raising filtering sterilising storing and distributing water and augmenting and improving the supply of water:

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Subsidiary
works.

Provided that any telegraphs telephones or apparatus made or maintained by the Company under the provisions of this section shall not be used for the transmission of any telegram which is within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869 and shall be so constructed used and maintained as to prevent any interference with any telegraphic line of the Postmaster-General or with telegraphic communication by means of such line.

7. In the construction of the new works the Company may deviate to any extent within the limits of deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of the road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding in the case of the reservoirs water-tower and roads by this Act authorised ten feet upwards and downwards and in the case of other works three feet upwards and to any extent downwards:

Limits of
deviation.

Provided as follows (that is to say):—

(a) The Company shall not construct the dam of the Mounon Brook Reservoir by this Act authorised of a greater height above the general surface of the ground than that shown on the deposited sections and three feet in addition:

(b) No part of the lines of pipes by this Act authorised shall be raised above the surface of the ground

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unless and except so far as is shown on the deposited sections:

- (c) No deviation either lateral or vertical of any works on over or under tidal lands shall be made below high-water mark of ordinary spring tides without the consent in writing of the Board of Trade.

Works below high-water mark to be subject to approval of Board of Trade.

8. Subject to the provisions of this Act any of the works authorised by this Act to be constructed on over or under tidal lands below high-water mark of ordinary spring tides shall be constructed only in accordance with such plans and sections and subject to such restrictions and regulations as previous to the works being commenced have been approved by the Board of Trade in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade.

Any alteration or extension of any such works shall be subject to the like approval.

If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Period for completion of new works.

9. If the new works are not completed within the period of ten years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing such works or in relation thereto respectively shall cease except as to so much thereof as is then completed. Provided always that subject to the restrictions and provisions of this Act the Company may at any time after the expiration of the said respective periods lay down additional lines of pipes as part of Works Nos. 5 7 and 9 by this Act authorised and alter enlarge and renew the new works or any of them as they may think expedient to provide for the requirements of the undertaking.

Power to take waters.

10. The Company may collect divert impound take use and appropriate for the purposes of the undertaking (a) the waters of the Mounton Brook and its tributaries (including the Glyn Brook) above the dam of the Mounton Brook Reservoir and all such other springs and waters within the drainage area of the Mounton Brook and above the dam of the said reservoir as will or can be intercepted by the works by this Act authorised and

(b) any springs of water which may be intercepted by Works Nos. 12 and 13 by this Act authorised but nothing in this Act or shown on the deposited plans shall authorise the Company to take water out of the River Wye. A.D. 1919.

11. The Company shall not construct any works for taking or intercepting water from any lands acquired by them unless the works are authorised by and the lands upon which the same are to be constructed are specified in this or some other Act of Parliament. Limiting powers of Company to abstract water.

12. All water taken by the Company under the powers of this Act and supplied by them for domestic purposes shall if necessary be filtered so as to render the same pure and wholesome and otherwise fit for those purposes. Water for domestic purposes to be filtered.

13. Subject to the provisions and for the purposes of this Act the Company may enter upon take and use all or any of the lands delineated on the deposited plans and described in the deposited book of reference. Power to take lands.

14.—(1) For the purposes of the line or lines of pipes (Work No. 7) by this Act authorised the Company may if they think fit in lieu of laying the same under the soil or pavement of Chepstow Bridge and the approaches to that bridge enter upon the lands and property hereinafter described and included within the limits marked on the deposited plans as "limit of easement to be acquired" and break up and open the site and soil of the said lands and property and construct or lay down in on or under or carry over such lands and property or attach to and carry along the said bridge the said line or lines of pipes and may maintain and use and from time to time renew alter repair and inspect the said line or lines of pipes and any apparatus in connexion therewith and for all or any of such purposes may have all necessary rights of access to over and along such lands bridge and property. Power to acquire easements.

(2) The Company shall make to the owners lessees and occupiers and other parties having any estate or interest in such lands bridge and property compensation for any rights or easements conferred by or acquired under subsection (1) of this section and may give notice to treat in respect of such rights or easements and the provisions of the Lands Clauses Acts shall subject to the provisions of this Act apply to the purchase of

A.D. 1919. such rights or easements as if the same were a purchase of lands within the meaning of those Acts.

(3) The lands and property in this section referred to are—

A strip of land fifty yards or thereabouts in width extending across the River Wye from the southern end of the southern approach to the northern end of the northern approach to Chepstow Bridge and including the said bridge and approaches and portions of the banks foreshore and bed of the said river.

Owners may be required to sell parts only of certain lands and buildings.

15. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal shall in

addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case

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they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Period for compulsory purchase of lands and easements.

16. The powers of the Company for the compulsory purchase of lands and easements for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Compensation in case of recently altered buildings.

17. In determining any question of disputed purchase money or compensation payable in respect of lands or easements taken in pursuance of this Act the tribunal shall not award any sum of money for or in respect of any improvement alteration or building made or erected or for or in respect of any interest in the land created after the sixteenth day of November nineteen hundred and eighteen if in the opinion of the tribunal the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made erected or created with a view to obtaining or increasing compensation under this Act.

Power to purchase additional lands by agreement.

18. In addition to any other lands and any easements rights or privileges over or in respect of lands which the Company are by the Act of 1843 the Act of 1917 and this Act authorised to acquire the Company may subject to the provisions of this Act purchase take on lease or otherwise acquire by agreement and hold for the purposes of the undertaking (including the purpose of protecting their waterworks and water supplies against pollution fouling or contamination) any lands or any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) over or in respect of lands which the Company may deem

necessary for those purposes Provided that the quantity of lands held by the Company in pursuance of this section shall not at any time exceed fifty acres and the Company shall not create or permit the creation or continuance of any nuisance on any lands purchased or taken on lease under this section nor erect any buildings thereon except offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with the undertaking or the occupation of the lands for agricultural purposes. A.D. 1919.

19.—(1) If in the opinion of the Company it shall be expedient in order to preserve the purity of the waters which they are by this Act authorised to take to prohibit the washing of sheep in any of the waters situate in the parishes of Shirenewton and Itton in the rural district of Chepstow and within the drainage area of the Mouton Brook Reservoir by this Act authorised the Company shall have power to prohibit such washing of sheep Provided that before the Company prohibit such washing at any place where it has been the practice to wash sheep they shall provide in the nearest convenient and available situation on their own lands another suitable washing place which shall be maintained by the Company so long as the prohibition shall continue. Sheep washing.

(2) Any person aggrieved by any prohibition issued by the Company under this section may within three months after the issue thereof appeal to a court of summary jurisdiction held for any district in which the prohibition is to take effect Provided that he gives not less than fourteen days' notice of the appeal and of the grounds thereof to the Company.

(3) In the event of any such appeal the court shall have power to cancel the prohibition or to allow the same unconditionally or subject to such conditions as to the area within which the same shall take effect or as to the provision and maintenance of another suitable washing place or otherwise as they may think fit and to award costs which costs shall be recoverable summarily as a civil debt.

20. The following sections of the Act of 1917 shall extend and apply to and for the purposes of this Act as if the same with all necessary modifications were re-enacted in this Act:— Incorporation of sections of Act of 1917.

Section 12 (Company may acquire easements only in certain cases);

Section 13 (Persons under disability may grant easements &c.);

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Section 15 (Power to hold lands for protection of water-works) as amended by this Act;

Section 16 (Power to agree as to drainage of lands);

Section 21 (Company may sell lease &c. lands).

Stopping
up roads and
footpaths.

21.—(1) The Company may stop up and extinguish all rights of way over—

(a) So much of the Pont Faen Road as lies between the commencement and termination of Work No. 2 by this Act authorised;

(b) So much of the Lower Glyn Road as lies between the commencement and termination of Work No. 3 by this Act authorised;

(c) So much of the road numbered on the deposited plans 11 in the parish of Shirenewton as lies between the Pont Faen Road and Work No. 2 by this Act authorised.

Provided that such stopping-up shall not take place in the case of the Pont Faen Road and the said road numbered 11 until Work No. 2 has been completed to the satisfaction of the rural district council of Chepstow and is open for public use and in the case of the Lower Glyn Road until Work No. 3 has been completed to the satisfaction of the said council and is open for public use or in the event of difference between the Company and the said council until two justices shall have certified that Work No. 2 or Work No. 3 as the case may be has been completed to their satisfaction and has been opened for public use. Provided also that before applying to the justices for their certificate the Company shall give to the said council fourteen days' notice of their intention to apply for the same.

As from the completion of Work No. 2 or Work No. 3 to the satisfaction of the said council or as from the date of the said certificate as the case may be all rights of way over or along such portions of existing roads shall be extinguished.

(2) The Company may also stop up and extinguish all rights of way over so much of any roads or footpaths in the parishes of Shirenewton and Itton as may be situate upon any lands acquired by the Company under the powers of this Act and thereupon all rights of way over any such portions of roads and footpaths shall be extinguished but no portion of any such road or footpath as is referred to in this subsection shall be stopped up unless the Company are owners of the lands on both sides thereof except so far as the owners lessees and occupiers of those lands may otherwise agree.

(3) The Company may subject to the provisions of the Waterworks Clauses Act 1847 with respect to mines appropriate and use for the purposes of their water undertaking the sites of any portions of roads and footpaths stopped up under the provisions of this section. A.D. 1919.

(4) The Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

22. The roads (Works Nos. 2 and 3) by this Act authorised shall be maintained in repair by and at the cost of the Company for twelve months after the completion thereof and from and after the expiration of the said period of twelve months such roads shall be maintained in repair by and at the expense of the rural district council of Chepstow. Maintenance of new roads.

23.—(1) The Company shall erect fit up and maintain or provide— Accommodation for workmen employed on construction of works.

(a) such huts or buildings for the accommodation of the workmen employed in and about the construction of the works in the county of Monmouth authorised by this Act;

(b) such hospital accommodation for the treatment of cases of sickness or accident among such workmen including accommodation for dealing with infectious diseases;

as shall be reasonably necessary having regard to the accommodation available in the neighbourhood of or conveniently accessible from the said works and shall provide and maintain proper and sufficient sanitary accommodation in connexion with every such building and hospital.

(2) The Company shall pay all reasonable costs and expenses incurred in respect of the medical and surgical treatment of any workman employed on the construction of the said works who is treated in any hospital accommodation provided by them except in so far as such costs and expenses are payable under the provisions of the National Insurance (Health) Acts 1911 to 1918 or otherwise.

(3) The medical officer of health of the Monmouthshire County Council (in this section called "the county council")

A.D. 1919. and any medical officer of health and inspector of nuisances for any district in which such accommodation is afforded under this section shall be entitled at any time to enter into and inspect and examine any such accommodation in order to ascertain whether overcrowding exists therein and whether proper and sufficient sanitary arrangements are provided.

(4) The Company shall give every such officer all facilities and information which he requires for the purpose of the performance of his duties including the right to enter upon the said works and any person obstructing such officer in the performance of his duty under this section shall be liable on summary conviction to a fine not exceeding two pounds.

(5) If at any time it appears to the county council that the Company have failed to afford or maintain accommodation in accordance with subsection (1) of this section the Company shall afford and maintain such accommodation as the county council may require :

Provided that if within fourteen days after the receipt of notice of any requirement of the county council under this subsection the Company give notice to the county council that they dispute the reasonableness of any such requirement the difference shall be determined by the Local Government Board on the application of either of the parties to the difference and the Local Government Board may make such requirements (if any) in variation of the requirements of the county council as they may think fit.

(6) If the Company fail to afford and maintain accommodation in accordance with the provisions of this section they shall be liable on summary conviction to a fine not exceeding twenty pounds and to a further daily fine not exceeding five pounds for every day on which the offence is continued after conviction and such fines may be recovered by the county council.

(7) Any expenses incurred by the county council in carrying out the provisions of this section shall be repaid to the county council by the Company and shall be recoverable as a debt due from the Company to the county council.

(8) The Company shall pay to the Local Government Board any expenses incurred by that Board under this section including a sum not exceeding three guineas a day for the services of any inspector in connexion with any local inquiry or investigation

which they may consider necessary in the exercise of their powers under subsection (5) of this section and the expenses of any witnesses summoned by the inspector. A.D. 1919.

EXTENSION OF LIMITS.

24.—(1) From and after the passing of this Act the limits within which the Company may supply water and exercise the powers conferred upon them by the Act of 1843 the Act of 1917 and this Act shall extend to and include (in addition to the existing limits) the parish of Shirenewton in the rural district of Chepstow in the county of Monmouth and the parishes of Tidenham and Lancut in the rural district of Lydney in the county of Gloucester and within the said parishes the Company subject to the provisions of this Act shall have and may exercise all and the like powers privileges and authorities for and in relation to the supply of water and be subject to all and the like duties and obligations in respect thereof as they have and are subject to within the existing limits. Extension of limits of supply.

(2) The Company may maintain and use any aqueducts pipes and other works constructed or laid down by them before the passing of this Act within the new limits and the provisions of the Waterworks Clauses Act 1847 shall apply to the said aqueducts pipes and works in all respects as though the same had been constructed or laid down under the authority of this Act.

25.—(1) If at the expiration of five years from the passing of this Act the Company are not furnishing or prepared on demand to furnish a sufficient supply of water in accordance with the provisions of this Act in any area within the new limits the local authority in whose district such area is situate may provide a supply in that area in accordance with the provisions of the Public Health Act 1875 or the local authority or any company or person may apply for an Act of Parliament or provisional order for the purpose of supplying water in that area as if this Act had not passed; If Company fail to supply local authority &c. may do so.

(2) If any difference should arise between the Company and any such local authority company or person as aforesaid as to whether the Company are furnishing or prepared on demand to furnish a sufficient supply of water in any area within the new limits such difference shall be settled by an arbitrator to be appointed on the application of either party by the Local Government Board:

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Rates in
new limits.

26.—(1) The Company may in respect of any dwelling-house or part of a dwelling-house situate in the new limits and at a higher level than two hundred feet above Ordnance datum charge for water supplied for domestic purposes a rate of one and a half per centum per annum upon the rateable value of the house or part of the house so supplied in addition to the rates mentioned in subsection (1) of section 25 of the Act of 1917.

(2) Subject as aforesaid the rates charged by the Company for the supply of water for domestic purposes to premises situate within the new limits shall not exceed the rates for the time being charged by the Company for a corresponding supply to premises of the same rateable value situate within the existing limits.

ACQUISITION OF TIDENHAM WATERWORKS.

Transfer to
Company of
Tidenham
Waterworks.

27.—(1) On and from the passing of this Act the Tidenham Waterworks shall be transferred to and vested in the Company upon and subject to the terms and conditions in this Act contained and freed and discharged from all debentures mortgages or charges secured thereon or on any part thereof.

(2) The Company may continue maintain and use any mains pipes and other works of the Tidenham Company transferred to and vested in the Company by this Act and the provisions of the Act of 1843 the Act of 1917 and this Act and the Acts incorporated therewith respectively shall so far as applicable apply to such mains pipes and works in all respects as if the same had been laid down or constructed under the authority of those Acts or any of them.

Consideration of
transfer.

28. In consideration of the transfer to and vesting in the Company of the Tidenham Waterworks the Company shall as soon as they are permitted to raise the necessary moneys pay to the Tidenham Company the sum of three thousand pounds in cash together with interest thereon from the first day of January nineteen hundred and nineteen until the date of payment at the rate of five per centum per annum:

Provided that if the Tidenham Company shall between the thirty-first day of December nineteen hundred and eighteen and the passing of this Act have paid any sums as dividends or interest on any ordinary or preference shares of the Tidenham Company or on any debentures mortgages or other charges

secured on the Tidenham Waterworks or any part thereof in respect of any portion of the year nineteen hundred and nineteen there shall be deducted from the sum to be paid to the Tidenham Company by the Company as aforesaid a sum equal to the total amount which shall have been so paid as interest as aforesaid. A.D. 1919.

29. The receipt in writing of two directors or of one director and the secretary of the Tidenham Company for any money to be paid to the Tidenham Company by the Company shall effectually discharge the Company from the sum which in such receipt shall be acknowledged to have been received and from being bound to see to the application thereof and from being answerable or accountable for the loss mis-application or non-application thereof. Provided that if from any cause the Company are unable to obtain such receipt they may pay the money into the Bank of England in the name of the Paymaster-General for and on behalf of the Supreme Court to an account to be opened in the matter of this Act and a receipt shall be given to the Company by the cashier of the said bank for the money which shall have the same effect as the receipt of two directors of the Tidenham Company. Receipt for purchase money.

30. Subject to the provisions of this Act all contracts agreements deeds conveyances and other instruments affecting the Tidenham Waterworks and in force at the passing of this Act (except any debentures mortgages or other instruments creating any charge on the Tidenham Waterworks or any part thereof) shall as from that date be as binding and of as full force and effect against or in favour of the Company (as the case may be) and may be enforced as fully and effectually as if instead of the Tidenham Company the Company had been a party thereto or bound thereby or entitled to the benefit thereof. Contracts to be binding.

Provided that no contract or agreement (unless entered into in connexion with the ordinary maintenance of the Tidenham Waterworks) and no conveyance deed or other instrument made or entered into by the Tidenham Company after the eighteenth day of November nineteen hundred and eighteen and extending beyond the date of the passing of this Act or involving the Company in any liability shall be binding on or of any force or effect against or in favour of the Company unless made or entered into with the consent in writing of the Company.

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Provisions
as to out-
goings and
receipts.

31.—(1) The Tidenham Company shall pay and discharge all outgoings and liabilities and shall be entitled to all rents charges and sums of money which shall have become payable or accrued due in respect of the Tidenham Waterworks prior to the first day of January nineteen hundred and nineteen and they shall also pay and discharge all interest which shall have become payable on or after that date in respect of any debentures mortgages or other charges secured on the Tidenham Waterworks or any part thereof.

(2) The Company shall pay and discharge all outgoings and liabilities (other than interest on any such debentures mortgages or other charges as aforesaid and other than any costs charges and expenses incurred by the Tidenham Company in connexion with this Act or the winding up of that company) and shall be entitled to all rents charges and sums of money which shall have become payable or accrued due or shall become payable or accrue due in respect of the Tidenham Waterworks on or after that date and shall not have been paid or received by the Tidenham Company prior to the passing of this Act and for the purpose of giving effect to this enactment any such outgoings liabilities rents charges and sums of money shall when necessary be apportioned between the Tidenham Company and the Company and any other necessary adjustments shall be made.

Rents and
charges to
continue.

32. All rents and charges in connexion with the Tidenham Waterworks which at the passing of this Act have accrued due shall continue in force and be due and payable and may be collected and recovered (a) by the Tidenham Company if the same shall have accrued due prior to the first day of January nineteen hundred and nineteen and (b) by the Company if the same shall have accrued due on or after that date.

Books &c.
to remain
evidence.

33. All books and documents which if this Act had not been passed would have been evidence in respect of any matter for or against the Tidenham Company shall be admitted in evidence in respect of the same or the like matter for or against the Company.

Officers of
Tidenham
Company to
be account-
able for
books &c.

34. All officers and persons who at the passing of this Act have in their possession or under their control any books deeds agreements reports plans records and other documents papers drafts writings moneys or effects forming part of or relating to the Tidenham Waterworks shall be liable to account for and deliver up the same to the Company or to such persons as the

Company may appoint to receive the same and subject to the same consequences on refusal or neglect as if such officers and persons had been appointed by and become possessed of such books documents papers moneys and effects for the Company. A.D. 1919.

35.—(1) From and after the passing of this Act the Tidenham Company shall subsist only for the purpose of distributing their assets and winding up their affairs and carrying into effect the purposes of this Act so far as they relate to the Tidenham Company and the directors of the Tidenham Company who are in office at the passing of this Act and the survivor or survivors of such directors shall continue without re-election to hold office and such directors or the majority of them or in the event of a liquidator of the Tidenham Company being duly appointed such liquidator shall have full power and authority to take with respect to the Tidenham Company all proceedings necessary for carrying into effect the purposes of this section. Winding up
of Tidenham
Company.

(2) If the number of directors of the Tidenham Company be reduced by death resignation or otherwise below three before the completion of the winding up of the Tidenham Company or the appointment of a liquidator thereof the continuing directors shall from time to time appoint a person or persons who immediately prior to the passing of this Act was or were a shareholder or shareholders of the Tidenham Company to fill the vacancy or vacancies so caused.

(3) Forthwith after the passing of this Act the directors of the Tidenham Company or any such liquidator as aforesaid shall proceed to wind up the affairs of the Company in accordance with the provisions of the Companies (Consolidation) Act 1908 as amended by subsequent Acts.

36. The Tidenham Company shall deliver to the Registrar of Joint Stock Companies a printed copy of this Act and he shall retain and register the same and if such copy is not so delivered within three months from the passing of this Act the Tidenham Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the Tidenham Company who knowingly and wilfully authorises such default shall incur the like penalty. Every penalty under this section shall be recoverable summarily. Copy of Act
to be regis-
tered.

There shall be paid to the Registrar by the Tidenham Company on such copy being registered a fee of five shillings.

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As to Chepstow Bridge.

PROTECTIVE PROVISIONS.

37.—(1) (a) Notwithstanding anything in this Act or shown on the deposited plans the Company shall (unless otherwise agreed with the Monmouthshire and Gloucestershire County Councils) carry the aqueduct (Work No. 7) by this Act authorised across the River Wye by means of lattice steel arches and superstructure resting on and attached to the projecting ends of the piers of Chepstow Bridge and clear of the metallic portions of the piers and except as aforesaid or except with the consent of the said councils the Company shall not interfere with the structure of the bridge. Provided that they may for the purpose of steadying the said superstructure and line of pipes attach the same to the metallic portions of the piers. Provided also that for the purpose of erecting and fixing or renewing the said lattice steel arches superstructure and line of pipes the said councils shall afford free of cost to the Company all reasonable facilities for bringing the necessary materials on to the bridge and lowering them over the side thereof.

(b) The Company shall at their own expense make good any damage done by them to the bridge.

(2) Before commencing to construct the said line of pipes across the River Wye the Company shall submit to the respective county surveyors of the said councils for their approval plans sections and specifications of the works proposed to be constructed so far as they will affect Chepstow Bridge and such works shall not be commenced until the said plans sections and specifications have been approved by the said surveyors or (in the event of the surveyors or either of them unreasonably withholding their or his approval) settled by arbitration as hereinafter mentioned. Provided that if for fourteen days after receiving such plans sections and specifications either surveyor fails to signify his disapproval thereof or to make any requirements in regard thereto he shall be deemed to have approved the same.

(3) The said works shall be carried out strictly in accordance with the plans sections and specifications so approved or settled as aforesaid and under the superintendence of the said surveyors or either of them unless they or he fail to attend after receiving not less than one week's notice of the date when the works will be commenced.

(4) Any question by this section referred to arbitration and any dispute which may arise under this section between the Company and the said surveyors or either of them shall be referred to a single arbitrator who unless otherwise agreed shall be appointed by the President of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 shall apply to the reference. A.D. 1919.

38. For the protection of the county council of the administrative county of Monmouth (in this section called "the county council") the following provisions unless otherwise agreed to in writing between the Company and the county council shall apply and have effect (that is to say):— For protection of Monmouthshire County Council.

- (1) In this section the word "bridge" means any county or main road bridge maintainable by the county council and the approaches to any such bridge and includes (except where otherwise expressly stated) such part as is situate in the county of Monmouth of Chepstow Bridge and the southern approach thereto:
- (2) In relation to any main road maintainable by the county council or any bridge section 30 of the Waterworks Clauses Act 1847 as incorporated with this Act shall (except for the laying connecting or repairing of consumers' service pipes) have effect as if the word "seven" were substituted for the word "three" in that section:
- (3) The Company shall not permit any trench made by them in any main road maintainable by the county council to be opened for a greater consecutive distance than one hundred yards if in such length of one hundred yards there is not room for two carts to pass one another:
- (4) In the case of any main or pipe which it is necessary to lay otherwise than in the roadway over any bridge (other than Chepstow Bridge) the same shall if the county council can give the necessary easements for the purpose be carried either on or alongside such bridge in such manner as the county council may in writing under the hand of their surveyor reasonably direct and except as aforesaid the Company shall not interfere with the structural part of any bridge:

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(5) If for the purposes of repairing altering diverting or widening any main road or any bridge or of rebuilding any such bridge it is necessary to make any alteration either temporary or permanent in the position of any mains pipes or other works of the Company or any support to be given thereto the Company shall at their own expense in the case of mains pipes or works of the Company laid after the passing of this Act on or alongside or in the roadway of any bridge and at the expense of the county council in all other cases on receiving (except in case of emergency) not less than one month's notice in writing under the hand of the clerk or surveyor of the county council so to do alter the position of or support any such works in such manner and to such extent as the clerk or surveyor may reasonably require. Provided that during the rebuilding altering or widening of any bridge or the repairing altering diverting or widening of any road the county council shall afford all reasonable facilities to enable the Company temporarily to carry their mains or pipes across or under any stream or brook or along such road so as not to interrupt the continuous supply of water. Provided also that if the rebuilding altering or widening of any bridge is made mainly for the purpose of any commercial undertaking or business carried on by the county council the cost of altering the position of or supporting any mains pipes or works of the Company shall be borne by the county council and not by the Company :

(6) Whenever the Company in the exercise of their statutory power shall have opened or broken up the carriageway or footway of any main road maintainable by the county council or of any bridge the Company shall reinstate and make good such carriageway or footway to the reasonable satisfaction of the county council and for that purpose section 32 of the Waterworks Clauses Act 1847 shall have effect as if the reinstatement and making good of the road required by that section included the application of a sufficient layer of surface metalling of the same specification as that employed by the county council for the particular carriageway or footway and also included the use of

a steam roller (if provided by the county council on hire on reasonable terms) on the places where the carriageway has been broken up until the surface thereof has been made uniform with the unbroken surface adjoining:

- (7) In lieu of keeping any such road as aforesaid in repair in the manner provided by section 32 of the Waterworks Clauses Act 1847 as amended by this section the Company shall if the county council so require repay to the county council all reasonable expenses of and incident to the maintenance and repair of the road for three months after the reinstatement thereof and for such further period if any (not being more than twelve months in the whole) during which there shall be any subsidence in the surface thereof caused by such works:
- (8) If the Company after notice from the county council under the hand of their surveyor shall neglect to do or complete any work or act required by subsections (5) or (6) of this section to be done by the Company then and in any such case the county council may do such work or act themselves under the superintendence (if given) of the Company causing as little damage or inconvenience to the Company as the circumstances may admit and the Company shall repay to the county council all expenses reasonably incurred by the county council in connexion with any such work or act required by the said subsection (6) or required by the said subsection (5) in connexion with the alteration or supporting of mains pipes or works laid after the passing of this Act on or alongside or in the roadway of any bridge except as mentioned in the last proviso to that subsection:
- (9) The surplus paving metalling or materials removed during the laying renewal or repair of the mains pipes or works of the Company shall not be placed on the metalled portion of any main road or in or upon any bridge without the written consent of the county surveyor or subject to such conditions and directions as he may require or give:
- (10) If any difference shall at any time arise between the county council and the Company touching this section

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or anything to be done or not to be done thereunder such difference shall be settled by an arbitrator to be agreed upon between them or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration as aforesaid.

For protection of county council of Gloucester and Lydney Rural District Council.

39. In executing the works and exercising the powers by this Act authorised so far as they affect the roads and bridges and approaches thereto in the county of Gloucester the following provisions shall have effect unless otherwise agreed on in writing between the council and the Company (that is to say):—

- (1) In this section the word "council" shall as regards main roads and county or main road bridges and approaches thereto in the county of Gloucester mean the Gloucestershire County Council and as regards roads bridges and approaches thereto (other than main roads and county or main road bridges and approaches thereto) repairable by the Lydney Rural District Council mean such district council and the words "bridge" and "road" respectively mean any such bridge or road as aforesaid (including such part as is situate in the county of Gloucester of Chepstow Bridge and the northern approach thereto) but shall not include any other bridge or road:
- (2) In the application to the Company of section 30 of the Waterworks Clauses Act 1847 the period of seven days shall (except for the repairing of consumers' service pipes) be substituted for the period of three days mentioned in that section:
- (3) The plan required by section 31 of the Waterworks Clauses Act 1847 shall be accompanied in the case of a bridge by a section and in the case of a road by a description of the proposed works and shall be delivered (except in cases of emergency) to the council by the Company not less than fourteen days before the Company commence to open break up or interfere with any such bridge or road or any drain pipe or work of the council:

- (4) It shall not be lawful for the Company except with the permission in writing in each case of the council to open or break up the surface of the roadway over any bridge or in any manner to interfere with the structure of any such bridge but (subject as next hereinafter provided) the Company shall if so required by the council carry any main or pipe which they may wish to carry across any bridge on the outside of such bridge in such manner as the council may reasonably direct. Provided that the permission of the council for the opening or breaking up of the surface of the roadway over any bridge shall not be unreasonably withheld and shall not be necessary in any case of emergency arising with respect to repairs to any mains or pipes laid in such roadway or if the council are unable to give the necessary easements for carrying any main or pipe on the outside of the bridge. Provided also that the provisions of this subsection shall not apply to Chepstow Bridge:
- (5) All lines of pipes to be laid in or along or across or in any way affecting any road or the approach to or the roadway of any bridge shall be constructed and laid in such position at the side thereof or in the roadside waste and at such depth not being less than two feet six inches between the surface of the ground and the top of the pipe as the council shall by writing under the hand of their surveyor reasonably direct:
- (6) The lines of pipes by this Act authorised shall be executed so as not unreasonably to interfere with or entirely to stop the traffic of any road or bridge or an approach thereto and the Company shall not without the consent of the surveyor of the council open or break up at any one time a greater consecutive length of such roads bridges and approaches than one hundred and fifty yards nor more than seventy-five yards where there is only sufficient room for one cart to pass:
- (7) In the event of any road or bridge or the approaches thereto in alongside or near to which any line of pipes of the Company is laid being diverted improved removed altered reconstructed or rebuilt and of it

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being necessary for that purpose to alter the position of the line of pipes the Company shall in the case of a bridge at their own expense and in any other case at the expense of the council alter the position of the works by which such line of pipes is carried alongside or near to any such road or bridge or the approaches thereto as aforesaid and replace the same in such position as the said surveyor of the council may reasonably require and the Company shall not claim against the council compensation for any loss to the Company resulting from the alteration and replacement of the said works other than the repayment of any expenses to be borne by the council under this subsection Provided that—

(a) Before any such diversion improvement removal alteration reconstruction or rebuilding of any such road or bridge as aforesaid shall be commenced the council shall (except in the case of emergency) give twenty-one days' notice in writing to the Company of their intention to carry out such works and shall afford all reasonable facilities for temporarily carrying the lines of pipes along such road or across or under any stream or brook so as not to interrupt the continuous supply of water;

(b) If the diversion improvement removal alteration reconstruction or rebuilding of any bridge is made mainly for the purpose of any commercial undertaking or business carried on by the council the cost of altering the position of the works by which the line of pipes is carried shall be borne by the council and not by the Company;

(c) In carrying out any such diversion improvement removal alteration reconstruction or rebuilding the council shall take all reasonable precautions to ensure that the Company's pipes and other works are not unnecessarily interfered with:

(8) The Company shall subject as in the last preceding subsection mentioned so far as practicable construct maintain and keep all lines of pipes and works in connexion therewith for conveying water watertight in all respects:

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- (9) If in the exercise of the powers of this Act any road is broken up by the Company or any bridge culvert drain pipe or other property of the council is damaged by the Company the Company shall repair such road bridge culvert drain pipe or other property to the reasonable satisfaction of the council and if the same is not so repaired the council may cause the necessary repairs to be done and may charge the reasonable costs thereof against the Company and the same shall be a debt due from the Company to the council:
- (10) If any difference arise between the Company and the council touching this section or anything to be done thereunder such difference shall be settled by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference to arbitration.

40. For the protection of the Great Western Railway Company (in this section referred to as "the Great Western Company") the following provisions shall unless otherwise agreed between the Great Western Company and the Company apply and have effect (that is to say):—

For protection of Great Western Railway Company.

- (1) In constructing laying down and executing and also (except in cases of emergency) in effecting the repairs or renewals of any mains pipes or other works of the Company laid under the powers of this Act or laid by the Company within the new limits under the powers of sections 35 and 36 of the Act of 1917 which may be situate upon across over under or in any way affecting the railway lands roads or property belonging to or occupied by the Great Western Company the same shall be done under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the Great Western Company and at such time or times as he shall reasonably approve and so as not to interfere with the structure of such railway and except in cases of repair according to plans sections and particulars to be submitted to and reasonably approved by the said engineer before any such works shall be executed Provided that if

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the said engineer shall not signify his approval or disapproval of such plans sections and particulars within twenty-eight days after they shall have been submitted to him he shall be deemed to have approved thereof :

(2) The Company shall restore and make good to the reasonable satisfaction of the said engineer the railway works and property of the Great Western Company and the road over any bridge or over any level crossing of the railway of the Great Western Company or over the approaches to any such bridge or level crossing to the extent to which the same are maintained by the Great Western Company so far as the same may be disturbed or interfered with by or owing to any operations of the Company under the powers of this Act :

(3) All such works shall be constructed executed and maintained so as to cause as little injury or damage as may be to the railway works and property of the Great Western Company and no interruption to the passage or conduct of traffic over such railway or at any station thereon and if any such injury damage or interruption shall arise from the acts operations or things aforesaid or by reason of the failure of the Company to maintain such works or the bursting leakage or failure of any main pipe or work of the Company under or near to any railway work or property of the Great Western Company all such injury or damage shall with all practicable speed be made good by the Company at their own expense and to the reasonable satisfaction of the said engineer and the Company shall indemnify the Great Western Company from all claims in respect of any such injury damage or interruption and shall make compensation to the Great Western Company in respect thereof :

(4) In the event of the Company failing to make good such injury or damage as aforesaid or failing to maintain all such works (where they pass under over or in any way affect the railway works or property of the Great Western Company) in substantial repair and good order to the reasonable satisfaction in all

respects of the said engineer or in case of emergency (of which the said engineer shall be the sole judge) the Great Western Company may make good the same and make and do in and upon as well the lands of the Company as their own lands all such repairs and things as may be reasonably requisite and may recover from the Company any expense reasonably and properly incurred in that behalf including compensation payable to any workman or to the legal representatives or dependents of any workman to whom any injury or accident occurs while employed by the Great Western Company in making or doing any act or thing under the provisions of this subsection. Provided that in the event of any such injury or accident occurring to any such workman the Great Western Company shall forthwith on becoming aware of such injury or accident give notice to the Company thereof:

- (5) If the Great Western Company at any time or times hereafter require (of which they shall be the sole judges) to construct any additional or other works upon their lands or railway or to extend alter or repair their railway or works upon across over or under which any of the works of the Company may have been constructed or laid under the powers of this Act the Great Western Company may after giving to the Company twenty-eight days' notice in writing under the hand of their secretary or general manager or in case of emergency (of which the said engineer shall be the sole judge) after giving such notice as is possible divert support or carry the said works of the Company across over or under their lands railway works or property at any other point or otherwise deal with the same in as convenient a manner as circumstances will admit without being liable to pay compensation in respect of such diversion supporting carrying or dealing with such works. Provided that any diversion or supporting of or other interference with any works of the Company executed by the Great Western Company under this subsection shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the Company's engineer

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and so as to do as little damage as may be to the works of the Company and not to interrupt or interfere with the supply of water more than may be necessary :

- (6) Any additional expense which the Great Western Company may have to incur in widening altering reconstructing repairing or maintaining their railway bridges or works by reason of the existence of the mains pipes or other works of the Company laid or executed under the powers of this Act upon across or over the same shall be paid by the Company :
- (7) Any difference arising between the Company and the Great Western Company under the foregoing provisions of this section shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference :
- (8) Nothing in this section shall prejudice alter or affect the rights of the Great Western Company or the Company under any agreement between them relating to the mains pipes or other works of the Company or the rights of the Great Western Company or the Company as successors of the Tidenham Company under any agreement entered into between the Great Western Company and the Tidenham Company and relating to any mains pipes or other works of the Tidenham Company transferred to and vested in the Company by this Act and where the provisions of any such agreement are inconsistent with the provisions of this section the provisions of the agreement shall prevail.

Supply of
water for
Government
purposes.

41. Except so far as may be otherwise agreed between any department of His Majesty's Government and the Company where any building or place in or adjacent to any street or road in which any pipe of the Company is laid is for the time being in the occupation of His Majesty or any department of His Majesty's Government for public purposes or for the public service the Company shall if required by the person or department having control of the building or place furnish such supply of pure and wholesome water as may be required upon such

terms as to payment and otherwise and on such conditions as may be agreed upon or as in default of agreement may be determined as fair and reasonable by the arbitration of a single arbitrator under the Arbitration Act 1889. A.D. 1919.

On any such arbitration the arbitrator shall proceed on the footing that if any person within the area of supply is entitled under similar circumstances to a supply corresponding to that required by any person or department under this section that person or department shall be entitled to a supply on terms not less favourable.

FINANCIAL PROVISIONS.

42.—(1) On and from the date of conversion the eleven pound shares shall be converted into five thousand six hundred and fifty-four new ordinary shares of one pound each which shall be deemed to be fully paid up and shall by virtue of this Act be vested in the then holders of the eleven pound shares as follows:— Conversion.

For each eleven pound share of any such holder eleven new ordinary shares;

and shall be forthwith registered in the respective names of such holders in the books of the Company.

(2) The said new ordinary shares shall rank for dividend as from the date of conversion and as from the same date the eleven pound shares shall cease to bear any dividend.

43.—(1) The several persons who immediately before the date of conversion appear on the registers of the Company to be holders of eleven pound shares or the respective executors administrators or assigns of such persons shall for the purposes of this Act and subject to the provisions of the section of this Act of which the marginal note is "Transfers of eleven pound shares although by present name to be valid" be deemed to be holders of eleven pound shares and on and after the date of conversion the register of transfers of eleven pound shares shall be permanently closed and (except as provided by the last-mentioned section of this Act) no transfer of any eleven pound shares made on or after that date shall as between the Company and the party claiming thereunder be of any effect. Company's books to be evidence as to holders of shares.

(2) The issue by the Company of certificates for new ordinary shares in accordance with the foregoing provisions of this

A.D. 1919. Act to the persons whose names appear by the said registers to be registered holders of eleven pound shares or the respective executors or administrators of such persons or to the persons entitled thereto pursuant to the before-mentioned section of this Act shall be sufficient discharge to the Company for all purposes.

Shares to be held on same trusts &c. as eleven pound shares.

44. All new ordinary shares of which the holders of eleven pound shares are pursuant to the foregoing provisions of this Act registered as holders shall after registration thereof be held in the same rights upon the same trusts and subject (so far as is consistent with those provisions) to the same powers provisions charges and liabilities as those in upon or subject to which the eleven pound shares for which the new ordinary shares are substituted were held immediately before the date of conversion and shall be dealt with applied and disposed of accordingly and so as to give effect to and not to revoke any deed will or other instrument disposing of or affecting any such eleven pound shares and trustees executors administrators and all other holders in any representative or fiduciary capacities and persons under disability may and shall accept the new ordinary shares of which they are pursuant to the foregoing provisions of this Act registered as holders in substitution for the eleven pound shares held by them and may subject to the provisions of this Act retain dispose of or otherwise deal with the same as fully and freely in all respects as they might have retained disposed of or otherwise dealt with such eleven pound shares.

Certificates of eleven pound shares to be called in and others issued.

45. The Company shall call in the certificates of the eleven pound shares for which new ordinary shares shall be substituted by virtue of this Act and shall issue in exchange for those certificates to the respective holders thereof free of charge certificates of new ordinary shares of the respective numbers to which those holders are by this Act respectively entitled but no holder shall be entitled to a new certificate until he shall have delivered up to the Company to be cancelled the existing certificate for which such certificate is to be substituted or shall have proved to the reasonable satisfaction of the directors the loss or destruction thereof and shall have given such guarantee or indemnity in respect thereof as the directors may require Provided always that until the issue of new certificates the existing certificates shall (according to the number of new ordinary shares to be issued by virtue of this Act in substitution for the eleven pound shares which such certificates respectively represent) have and

possess the same rights and privileges as if they were certificates for those respective numbers of new ordinary shares but if any holder of eleven pound shares neglect or omit to send or deliver to the Company his existing certificate or certificates for the period of six months after notice in writing sent by post to the address appearing in the "shareholders' address books" the Company may suspend the payment of any dividend declared or made payable upon or in respect of the new ordinary shares to which he is entitled until such existing certificate or certificates is or are sent or delivered to the Company or is or are proved to the reasonable satisfaction of the directors to have been lost or destroyed and such guarantee or indemnity is given in respect of such lost or destroyed certificate as the directors may require.

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46. All transfers or other dispositions of any eleven pound shares as existing up to the conversion thereof into new ordinary shares by virtue of this Act shall after such conversion and notwithstanding this Act be valid and have due effect given to them respectively as transfers or dispositions of the respective number of new ordinary shares which represent the eleven pound shares thereby expressed to be transferred or disposed of and are or may be substituted for the same under the provisions of this Act although the instrument transferring or disposing thereof shall describe the same by the name or denomination which the shares transferred or disposed of had before such conversion and the bequest of or any covenant or provision of any deed or agreement relating to any specific number of eleven pound shares shall be held to apply to a number of new ordinary shares equal to that into which such specific number of eleven pound shares shall have been converted and which shall be substituted for the same under the provisions of this Act.

Transfers of eleven pound shares although by present name to be valid.

47. In addition to the shares to be created and issued to the holders of eleven pound shares in accordance with the foregoing provisions of this Act and the capital which the Company are by the Act of 1917 authorised to raise the Company may from time to time raise additional capital (in this Act referred to as "the additional capital") not exceeding in the whole two hundred and ten thousand pounds by the creation and issue of new ordinary shares or stock or new preference shares or stock or wholly or partially by one or more of those modes respectively Provided that the Company shall not under the powers of this section (a) issue any share of less nominal value than one pound

Additional capital.

A.D. 1919. (b) create and issue any greater nominal amount of capital than shall be sufficient to produce including any premiums which may be obtained on the sale thereof the sum of two hundred and ten thousand pounds and (c) raise by the issue of preference shares or stock a greater amount of capital than one hundred and five thousand pounds.

Limit of dividend.

48. The Company shall not in any one year make out of their profits any larger dividend on any new ordinary shares to be issued to the holders of eleven pound shares under the foregoing provisions of this Act or any new ordinary shares or stock forming part of the additional capital than at the rate of eight per centum per annum or on any preference shares or stock forming part of the additional capital than at the rate of seven per centum per annum on so much of such respective shares or stock as shall be actually paid up or deemed to be paid up unless in the case of any ordinary shares or stock a larger dividend be at any time necessary to make up the deficiency of any previous dividend which shall have fallen short of the rate of eight per centum per annum.

Power to borrow.

49. The Company may borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one third part of the amount actually paid up on the additional capital which at the time of borrowing has been issued under the powers of this Act. But no sum shall be borrowed in respect of any capital so issued until the Company have proved to a justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the whole of the stock or of the amount called up on the shares at the time issued together with the premium (if any) realised on the sale thereof have been paid up.

Debenture stock.

50. The Company may create and issue debenture stock subject to the provisions of section 56 of the Act of 1917.

Appointment of receiver.

51.—(1) Section 55 (Appointment of receiver) of the Act of 1917 is hereby repealed without prejudice to any appointment heretofore made or proceedings pending at the passing of this Act.

(2) The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears

of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than three thousand pounds in the whole. A.D. 1919.

52. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any former Act and subsisting at the passing of this Act shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages granted after the passing of this Act. Priority of principal moneys secured by existing mortgages.

53. The following sections of the Act of 1917 shall extend and apply to the additional capital and any moneys borrowed or debenture stock issued under the authority of this Act as though such sections with all necessary modifications were re-enacted in this Act (namely):— Application of financial sections of Act of 1917.

Section 49; (New shares or stock to be sold by auction or tender) as amended by this Act;

Section 50 (New shares or stock to be subject to same incidents as other shares or stock);

Section 53 (Dividends on different classes of shares or stock to be paid rateably);

Section 57 (Priority of mortgages and debenture stock over other debts);

Section 59 (Issue of redeemable preference capital and debenture stock);

Section 60 (Receipt in case of persons not sui juris);

Section 62 (Application of money).

54. The powers conferred upon the Company by the Act of 1917 and this Act of raising capital by the issue of shares stock or debenture stock or by borrowing shall not be deemed to be in any way diminished by reason of anything contained in an agreement dated the twentieth day of September nineteen hundred and eighteen and made between the Controller General of Merchant Shipping (acting for and on behalf of the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland) and the Company. Advances by Admiralty not to affect capital powers.

MISCELLANEOUS.

55. Notwithstanding anything in the Act of 1843 the Act of 1917 or this Act or any Act incorporated therewith respectively the water to be supplied by the Company need not at Pressure.

A.D. 1919. any time be delivered at a greater height than can be reached by gravitation from the particular reservoir water-tower or tank from which the supply is afforded.

Miscellaneous amendments of Act of 1917.

56.—(1) The expression “the undertaking” wherever used in the Act of 1917 shall be deemed to have the meaning given to that expression by this Act and the definition of that expression contained in section 3 of the Act of 1917 is hereby repealed.

(2) Section 15 (Power to hold lands for protection of water-works) of the Act of 1917 shall be read and have effect as if the words “or the occupation of the lands for agricultural purposes” were inserted at the end of subsection (1) of that section.

(3) The expression “the limits of supply” in section 35 (As to communication pipes) and section 36 (Power to lay pipes in private streets) of the Act of 1917 shall be deemed to mean the limits of supply as defined by this Act.

(4) Section 49 (New shares or stock to be sold by auction or tender) of the Act of 1917 shall be read and have effect as though in subsection (2) (a) the words “and the Lydney Rural District Council” were inserted therein after the words “the Chepstow Rural District Council” and the expression “the limits of supply” meant the limits of supply as defined by this Act.

(5) The proviso to section 74 (Power to directors to make donations subscriptions &c.) of the Act of 1917 is hereby repealed.

Repeal.

57. Sections 175 to 194 (inclusive) of the Act of 1843 and sections 14 31 and 45 of the Act of 1917 are hereby repealed.

Annual accounts.

58. If and so long as the ordinary general meetings of the Company shall be held once only in each year the Company and the directors shall not be required to make up a half-yearly balance sheet and accounts and the balance sheet and accounts made up by them in accordance with section 116 of the Companies Clauses Consolidation Act 1845 shall relate to the transactions of the Company in the course of the preceding year.

Cancellation of agreement.

59. The agreement made the tenth day of August nineteen hundred and seventeen between the Company of the first part the Standard Shipbuilding and Engineering Company Limited of

the second part and the Chepstow Property Company Limited of the third part is hereby cancelled and annulled. A.D. 1919.

60. The Company on the one hand and the Ministry of Shipping or any other Government department on the other hand may enter into and carry into effect agreements for and with respect to the construction of the works and the exercise of the powers by this Act authorised or conferred upon the Company and the supply of water to the Ministry of Shipping or other Government department and the advancement of money to the Company by the Ministry of Shipping or other Government department and the making of any other financial and other arrangements for or in connexion with the matters aforesaid or any of the purposes of this Act and upon such terms and conditions as the Company and the Ministry of Shipping or other Government department may think fit. Agreements with Government departments.

61. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any property or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of His Majesty first had and obtained for that purpose (which consent the said Commissioners are hereby authorised to give). Crown rights.

62. Save as otherwise by this Act expressly provided all offences against this Act and all penalties forfeitures costs and expenses imposed or recoverable under this Act may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts. Recovery of penalties &c.

63. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action. Recovery of demands.

A.D. 1919.

Costs of Act.

64. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company and may in whole or in part be charged against revenue.

The SCHEDULE referred to in the foregoing Act.

PROPERTIES WHEREOF A PORTION ONLY MAY BE ACQUIRED.

Parish.	Number on deposited Plans.	Description of Property.
Itton - - - -	3	Orchard and pool.
" - - - -	4	Rhyd-y-fedw House buildings garden &c.
" - - - -	15	Oak Cottage and garden.
" - - - -	19	Barn and fold.
" - - - -	27	Mill pond.
Shirenewton - - - -	19	Buildings and fold.
" - - - -	34	Mill pond and stream.
" - - - -	36	Part garden.
" - - - -	37	Orchard.
" - - - -	38	Buildings and land.
" - - - -	38A	Land.
St. Arvans - - - -	3	Garden and old mill race.
" - - - -	4	Cottages and gardens.
Mounton - - - -	8	Garden and stream.
" - - - -	12	Field and old mill race.
" - - - -	13	Field stream and old mill race.
" - - - -	14	Field stream and old mill race.
Chepstow - - - -	1	Garden.
" - - - -	3	Garden and shed.
" - - - -	5	Upper Castle Dell.
" - - - -	6	Lower Castle Dell.
" - - - -	7	Yard.
" - - - -	8	Garden &c.
" - - - -	9	Castle Dell and pond.
" - - - -	10	Shed.
" - - - -	12	Gwy Meadow.

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