



ANNO TRICESIMO & TRICESIMO PRIMO.

VICTORIÆ REGINÆ.

Cap. cxxi.

An Act for the better supplying with Gas and Water the Town of *Crickhowell* and its Vicinity in the County of *Brecon*; and for other Purposes. [15th *July* 1867.]

WHEREAS the Town of *Crickhowell* and its Vicinity is and has for many Years last past been supplied with Gas and with Water from Works belonging to *William Christopher* and *John Pratt*: And whereas the Population of the said Town and of its Vicinity is increasing, and it would be of public Advantage that more permanent Provision should be made for the supplying of Gas, and also for the supplying of Water within such Town and its Vicinity, and that the existing Gasworks and Waterworks should be improved. And whereas the several Persons in that Behalf in this Act named, together with others, have agreed to form themselves into a Company for supplying the said Town and its Vicinity with Gas and with Water, and have agreed with the said *William Christopher* and *John Pratt* respectively for the Purchase of the existing Gasworks and Waterworks, and it is expedient that such Company be incorporated, and be empowered to purchase the said Gasworks and Waterworks and the Lands belonging thereto, and to maintain the same Works respectively, and to supply with Gas and with Water the said Town

[*Local.*] 21 A and

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and its Vicinity: 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 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:

Short Title.

1. This Act may be cited for all Purposes as "The *Crickhowell Gas and Water Act, 1867.*"

8 & 9 Vict.
cc. 16. & 18.,
10 & 11 Vict.
cc. 15. & 17.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 93. incor-
porated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," (except the Provisions thereof with respect to the Purchase and taking of Lands otherwise than by Agreement,) "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Gasworks Clauses Act, 1847," "The Waterworks Clauses Acts, 1847 and 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpre-
tation of
Terms.

3. In construing for the Purposes of this Act the herein-before mentioned Acts the Expression "the Special Act" shall mean this Act, and the Expression "the Works" or "the Undertaking" shall mean the Gasworks and the Waterworks and the Works connected therewith respectively by this Act authorized to be purchased by the Company; the Expression "the Promoters of the Undertaking" or "the Undertakers" shall mean the Company incorporated by this Act; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or other like Expression in this Act or any Act incorporated herewith, shall be read and have Effect as if the Debt, Penalty, or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Same Mean-
ings to
Words in
this Act as
in incorpo-
rated Acts.

4. Except as is by this Act otherwise provided, the several Words and Expressions to which by the Acts incorporated with this Act respectively Meanings are assigned have in this Act the same respective Meanings, unless such Construction be repugnant to the Subject or Context.

Incorpora-
tion of Com-
pany.

5. *George Augustus Apreece Davies, Evan Parry, Henry Jeffreys,* and all other Persons who have subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company by the Name of "the *Crickhowell Gas and Water Company*" for the Purpose of supplying Gas, and also for the Purpose of supplying Water, within the Limits in that Behalf of this Act, and of maintaining and improving Works for those several Purposes,

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Purposes, and carrying on the general Business of a Gas Company and Water Company, and doing all necessary and incidental Acts, and for other the Purposes of this Act, and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, hold, and dispose of Lands and other Property for the Purposes, but subject to the Restrictions, of this Act.

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

Capital.

7. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Shares not to issue until One Fifth paid up.

8. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and One Half of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Calls.

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

Receipts of Guardians, &c. to be sufficient Discharge.

10. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole One thousand Pounds, but no Part thereof shall be borrowed until the whole Capital of Four thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Power to borrow on Mortgage.

11. The

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Arrears may be enforced by the Appointment of a Receiver.

11. The Mortgagees of the Company 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 authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Two hundred Pounds in the whole.

Priority of Mortgages.

12. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts incurred or to be incurred, or Engagements entered into or to be entered into, by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rent-charge to be granted by them in pursuance of the Agreement in the Second Schedule to this Act.

Application of Monies.

13. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act only.

First Ordinary Meeting.

14. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act.

Subsequent Ordinary Meetings.

15. The subsequent Ordinary Meetings of the Company shall be held in the Month of *February* in every Year, the first of such Meetings to be held in the Month of *February* One thousand eight hundred and sixty-eight: Provided always, that the General Meetings subsequent to the First Ordinary Meeting may be held at such other Times as the Company may from Time to Time resolve.

Place of Meeting.

16. The Meetings of the Company shall be held within the Town of *Crickhowell*, or such other Place as the Directors from Time to Time determine.

Quorum of General Meetings.

17. The Quorum of General Meetings of the Company shall be Five Shareholders present personally or by proxy, holding in the aggregate not less than One thousand Pounds in the Capital of the Company.

Number of Shareholders to convene Extraordinary Meetings.

18. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Three, and such Shareholders shall hold in the aggregate not less than One thousand Pounds in the Capital of the Company.

Votes.-

19. Every Share shall confer One Vote at all Meetings of the Company.

20. The

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20. The Number of Directors shall be not more than Six nor less than Three. Number of Directors.

21. The Qualification of a Director shall be the Possession in his own Right of Ten Shares. Qualification of Directors.

22. The Quorum for a Meeting of Directors shall be Three, unless the Number of Directors be reduced to Four, in which Case the Quorum shall be Two. Quorum.

23. *George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company after the passing of this Act; and at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election, and may appoint additional Directors; and at the First Ordinary Meeting to be held in every subsequent Year the Shareholders present in person or by proxy shall (subject to any Reduction of the Number of Directors) 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 same Act. First Directors.
Election of Directors.

24. The Limits of this Act for the Supply of Gas, and also for the Supply of Water, and for the Exercise of the Powers by this Act authorized, are the following; (that is to say,) the Parish of *Crickhowell* and the Parcels of *Prisk Lower* and *Penallt* in the Parish of *Llangattock*, all in the County of *Brecon*. Limits of Act.

25. The Company shall and may purchase from the said *John Pratt* the existing Waterworks, including all his Right and Interest in the Lands and the Springs thereto respectively belonging and therewith respectively used, situate within the Limits of this Act, and all Houses, Buildings, Reservoirs, Mains, Pipes, Tunnels, Tanks, Wells, Apparatus, Rights, Privileges, Advantages, Licence, Authorities, and Appurtenances thereto respectively belonging or therewith respectively used or enjoyed; and the Agreement with reference to such Purchase entered into between the said *John Pratt* of the one Part, and *George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys*, on behalf of the Company incorporated by this Act, of the other Part, set forth in the First Schedule to this Act annexed, is by Purchase of Waterworks.

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this Act confirmed and made binding on the said *John Pratt* and the Company respectively, and full Effect may and shall be given thereto.

Purchase of Gasworks.

26. The Company shall and may purchase from the said *William Christopher* the existing Gasworks, including all his Right and Interest in the Lands and Works thereto belonging and therewith used, situate within the Limits of this Act, and all Mains, Pipes, Tunnels, Tanks, Apparatus, Rights, Privileges, Advantages, Licence, Authorities, and Appurtenances thereto belonging or therewith used or enjoyed; and the Agreement with reference to such Purchase entered into between the said *William Christopher* of the one Part, and *George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys,* on behalf of the Company incorporated by this Act, of the other Part, set forth in the Second Schedule to this Act annexed, is by this Act confirmed and made binding on the said *William Christopher* and the Company respectively, and full Effect may and shall be given thereto.

Company's Powers on Completion of Purchase.

27. From and after the Completion by the Company of the Purchase of the existing Gasworks and Waterworks, the Company shall be entitled to the Benefit of and have and enjoy the Contracts or Agreements for obtaining and supplying Water within the Limits of this Act, and also all Contracts for supplying Gas, Agreements, Arrangements, Licences, Rights, Privileges, and Advantages whatsoever to which at the Time of the Purchase the said *John Pratt* and *William Christopher* respectively shall for any Purposes of or connected with the Gasworks or the Waterworks, or the supplying of Gas or Water, be entitled, and shall perform and observe all the Terms, Conditions, Obligations, and Liabilities whatsoever of or incident to the same, and indemnify them and their Representatives against all future Liabilities, Claims, and Demands in respect thereof.

Certain Provisions of 10 & 11 Vict. cc. 15. & 17. to extend to Turnpike Roads, &c.

28. The Clauses and Provisions of "The Gasworks Clauses Act, 1847," and 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 down and placing of Pipes, Conduits, and other Works in and under the said Roads, Footways, and Highways respectively.

Power to supply Gas.

29. Subject to the Provisions in this and the incorporated Acts contained, it shall be lawful for the Company from Time to Time to make, construct, lay down, maintain, alter, or discontinue such Retorts, Gasholders, Purifiers, Receivers, Drains, Sewers, Machinery, and other Works and Apparatus, and also such Houses and Buildings and

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and Approaches thereto upon the Lands hereby authorized to be purchased and held by the said Company for that Purpose, and to do all such other Acts as they shall think proper, consistently with the Provisions of this Act, for supplying Gas within the Limits of this Act: Provided always, that the Company shall not erect any Works for the Manufacture of Gas except upon the Lands described in the Third Schedule to this Act, nor (except on the Lands in such Schedule or immediately adjoining thereto) shall the Company, without the Consent of the Owner and Occupier, erect Works for storing Gas within Three hundred Yards of any Dwelling House existing at the Time of the Acquisition by the Company of the Lands for such Storage Works.

30. Subject to the Provisions of this and the incorporated Acts, the Company may do all such Acts as they think proper for manufacturing Gas and for storing Gas, and for supplying Gas within the Limits of this Act, and may manufacture, store, and supply Gas accordingly; and may manufacture, sell, provide, supply, and deal in Coke, Coal, Lime, Limestone, Slates, Bricks, Tiles, Pipes, Tar, and the Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, or which can or may be compounded or produced from the Coal or other Materials employed in the Manufacture of such Gas, and may also manufacture or sell, let, or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumers thereof, in such Manner as the Company shall think proper, and may provide and do all such Things as they may deem expedient for the Purposes of the general and incidental Business of a Gaslight and Coke Company: Provided always, that nothing in this Act contained shall prevent the Company from being liable to an Indictment for Nuisance, or to any other legal Proceeding to which they may be liable, for anything to be done by them under this Enactment.

Powers as to
Gasworks,
&c.

31. It shall be lawful for the Company or their Directors, and any Town Commissioners, Highway Commissioners, Local Board, Highway Board, Vestry, Inspectors, Surveyors, or other Person or Persons having the Control or Management of any Street, Road, Bridge, or public Place within the Limits of this Act, from Time to Time to enter into and carry into effect Contracts and Agreements for the Supply of Water in bulk or otherwise, and for lighting or supplying the same or any Part thereof with Gas, or for providing the same with Lamp Pillars and Posts, Lamp Brackets, Lamps, and Glass; and for the Repair thereof respectively; and the Price to be paid to the Company for the Water and Gas so supplied shall always be calculated and fixed at a Price not exceeding the lowest Price for the Time being charged by them to any private Consumer; and the Company, within

Company to
contract
with Local
Boards, &c.
for Supply
of Water and
Gas.

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within a reasonable Time after being thereunto required in Writing by such Local Authority, shall provide and lay down Mains, Pipes, and Hydrants for and supply Water and Gas accordingly; provided that the Company shall not be bound so to provide and lay down Mains, Pipes, and Hydrants, and supply Water and Gas, unless the yearly Rental upon the Mains, Pipes, and Hydrants so to be provided and laid down will for at least Three Years be equal to Twenty *per Centum* on the net Cost to them of providing and laying down the Mains, Pipes, and Hydrants; and the said Town Commissioners, Highway Commissioners, Local Board, Highway Board, Vestry, Inspectors, Surveyors, or other Person or Persons as aforesaid may appropriate and apply Funds and raise additional Funds by Rates or otherwise for such Purposes.

Providing
for Expense
of public
Lights.

32. It shall be lawful for the Inhabitants of any Parish or Part of a Parish within the Limits of this Act in Vestry assembled, by Resolution duly passed, to agree with the Company for the Supply of such and so many public Lights within the Limits aforesaid as at such Vestry Meeting shall be determined, and to define and determine the Amount of Money to be levied in Payment of the same, and thereupon the Overseers of such Parish or Part of a Parish shall levy and raise the same Amount by Rate to be made over the whole of such Parish or Part of a Parish in the Manner and subject to the Restrictions prescribed by the Act of the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, Chapter Ninety, intituled *An Act to repeal an Act of the Eleventh Year of His late Majesty King George the Fourth, for the lighting and watching of Parishes in England and Wales, and to make other Provisions in lieu thereof.*

3 & 4 W. 4.
c. 90.
(Public.)

Power to
lay Pipes
against
Buildings.

33. Subject to the Provisions in this and the said incorporated Acts contained, it shall be lawful for the Company, with the Consent of the Owner and Occupier of any Building, to lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against any Building for the Purpose of lighting the same, and with the like Consent to provide and set up any Apparatus necessary for securing to such Buildings a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply.

Consumers
may be
required to
consume by
Meter.

34. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter.

Notice to
Company of
putting up
Meters.

35. Before any Person shall connect or disconnect any Meter through which any of the Company's Gas is intended to be or has been registered, he shall give not less than Twenty-four Hours Notice in Writing to the Company of his Intention so to do.

36. The

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36. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, and in respect of which any Rent is charged and sought to be recovered by the Company.

Register of Gas Meter to be *primâ facie* Evidence.

37. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Pipes, Mains, Meters, or Fittings, or other Thing connected therewith, belonging to the Company, or shall alter the Index to any Meter, or fraudulently alter any Part of such Meter or any Pipes connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, or by any Means fraudulently abstract, consume, or use the Gas of the said Company; every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may in addition thereto recover the Amount of any Damage sustained by them which shall not be satisfied by the Amount of the Penalty recovered, and may also discontinue, until the Act complained of is remedied, but no longer, the Supply of Gas to the Person or Company so offending, and that notwithstanding any Contract previously existing; and the Existence of artificial or irregular Means for causing such Alteration or Abstraction when such Meter shall be under the Custody or Control of the Consumer shall be *primâ facie* Evidence that the same has been knowingly, wilfully, and fraudulently caused by the Consumer using such Meter: Provided always, that this Enactment shall not prejudice any Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case where they shall not proceed summarily under this Act.

Fraudulently injuring Meters, &c.

38. The maximum Charge for Gas supplied by the Company shall be after the Rate of Six Shillings *per* Thousand Cubic Feet to all Persons who shall consume the same by Meter.

Limiting Price of Gas.

39. The Company, unless prevented by unavoidable Causes, shall, within Fourteen Days after Request in Writing by any Owner or Occupier of any Building within Twenty Yards of any then existing Main of the Company, provide a proper and sufficient Service Pipe from the Main to or so nearly as he requires towards the Building; and when he has provided, in connexion with the Service Pipe, a proper and sufficient connecting Pipe, Burner, and Apparatus, including Meter, the Company shall furnish him for private Consumption with a proper and sufficient Supply of Gas; and if the Company, not being so prevented, fail in any respect to comply with this Enactment, they shall for every such Failure, on Proof thereof before any Two Justices, forfeit not exceeding Twenty Shillings for every Day during which the Failure continues.

Company to supply Gas to within Twenty Yards of their Main.

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Security for the Supply.

40. Provided, That the Owner or Occupier, if so required in Writing by the Company or any of their Officers, shall, before he is entitled to have the Service Pipe provided, give to the Company such reasonable Security for Payment for the Gas to be supplied, and the Rent for the Meter, if supplied by the Company, as he and the Company agree on.

Determination by Justices of Difference as to Security.

41. If the Owner or Occupier and the Company fail to agree on the Security to be so given, then on the Application of the Two Parties, or either of them, the Nature and Amount of the Security shall be determined by any Two Justices, and the Security, as they think fit, may be the Deposit with the Company or any other Person approved by the Justices, or the Prepayment to the Company, of any Sum of Money or any other Security the Justices think fit; and the Determination of the Justices as to the Security, and as to the Costs to be ascertained by them of the Application, shall be final and binding on both the Parties.

As to Quality of Company's Gas.

42. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas per Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound, burning One hundred and twenty Grains per Hour.

Company to erect a Meter to test illuminating Power of Gas.

43. The Company shall, within Twelve Months after the Purchase of the Gasworks, cause to be erected in some convenient Part of their Works an experimental Meter furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney, capable of consuming Five Cubic Feet of Gas per Hour, with other necessary Apparatus, for testing the illuminating Power of the Gas, so situate as to test all the Gas.

Power to test the illuminating Power of Gas.

44. It shall be lawful for Two Justices, on the Requisition in Writing of any Five or more Persons being Consumers of the Gas of the Company, by Order in Writing to appoint some competent Person, not being an Officer or Servant of the Company, to test the illuminating Power of the Gas, and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Manager or other authorized Officer of the Company make Experiment of the illuminating Power of the Gas by means of such experimental Meter and other Apparatus, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the

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the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Ten Pounds as the Justices shall determine.

45. The Cost of and attending such Experiment, including the Remuneration to be paid to the Person making the same and the Costs of the Proceedings before the Justices, shall be ascertained by the Justices, and in the event of any Penalty being imposed upon the Company shall be paid together with such Penalty by the Company, but in the event of no such Penalty being imposed on the Company, then those Costs shall be ascertained by the Justices, and shall be paid by the Persons signing the Requisition in equal Shares.

Cost of Experiment to be paid according to Event.

46. The Company may maintain the existing Waterworks now used for the Supply of Water to *Crickhowell* and its Vicinity by the said *John Pratt*, and may continue to provide and to obtain a Supply of Water by means of Springs, Streams, and Wells, or otherwise, and may alter and improve such Waterworks.

Power as to Waterworks.

47. The Company shall, at the Request of the Owner or Occupier of any Dwelling House in or abutting upon any Street, Road, Passage, or Place in which any Water Pipe of the Company shall be laid, or on the Application of any Person who under the Provisions of this Act or any Act incorporated herewith shall be entitled to demand a Supply of Water for domestic Purposes (which Term domestic Purposes shall include a Supply of Water to One Watercloset), furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Uses at a Rate not exceeding Tenpence *per Annum* for every Pound or Fraction of a Pound at which such Dwelling House shall be rated to the Rates for the Relief of the Poor, but the Company shall not be obliged to furnish any such Supply for any less Sum than Twopence *per Week*; and the Company may charge for any Watercloset beyond One, and for any private Bath in any private Dwelling House or appurtenant thereto, in addition to the Rates computed as above specified (but subject nevertheless to the Proviso next herein-after contained), the following Rates; (that is to say,)

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

For every such Watercloset, Seven Shillings and Sixpence *per Annum*;

For every such Bath, Seven Shillings and Sixpence *per Annum*;

Water-closets and Baths.

Provided also, that the Company shall not be compellable to supply with Water any Watercloset or private Bath, or the Pipes or Apparatus connected therewith respectively, unless the same shall be so constructed and used as to prevent the Waste, Misuse, or undue Consumption

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Consumption of the Water of the Company, and the Flow or Return of foul Air or other noisome or impure Matter into the Mains or Pipes of the Company, or into any Pipes connected or communicating therewith, nor any private Bath which shall be so constructed as to contain when filled for Use more than Fifty Gallons of Water.

Regulations to be made for preventing Waste of Water, &c.

48. The Company may from Time to Time make such Regulations as shall be necessary or expedient for the Purpose of preventing the Waste or Misuse of Water, and therein amongst other things may prescribe the Size, Nature, and Strength of the Pipes, Cocks, Cisterns, and other Apparatus whatsoever to be used, and may interdict any Arrangements and the Use of any Pipes, Cocks, Cisterns, or other Apparatus which may tend to such Waste or Misuse as aforesaid.

Water not necessarily under Pressure.

49. The Water to be supplied by the Company need not be laid on under a greater Pressure than can be supplied by Gravitation from the Works of the Company.

Water may be supplied by Agreement.

50. The Company may supply any Person or Body of Persons, Town Commissioners, Local Board, Highway Board, or other Authority having Control of the Roads, Streets, Sewers, and Drains within the Limits of this Act with Water for any Purpose in respect of which no special Rates are granted, for such Remuneration and on such Terms and Conditions as shall be agreed upon between the Company and the Person or Body desiring such Supply.

Company may remove Pipes from unoccupied Premises on giving Notice to Owner.

51. If and whenever any House, Building, or Premises which shall have been supplied with Water by the Company shall be unoccupied, the Company, their Agents, Servants, or Workmen, after giving Forty-eight Hours previous Notice to the Owner by serving the Notice on him or leaving the same at his usual Place of Abode (or, if the Owner or his usual Place of Abode be not known to the Company after due Inquiry, by affixing the same for Three Days in some conspicuous Part of such House, Building, or Premises), may enter into such House, Building, or Premises between the Hours of Nine o'Clock in the Forenoon and Four o'Clock in the Afternoon, and cut off the Supply, and also remove and carry away any Pipe, Meter, Fittings, or other Works the Property of the Company.

Incoming Tenant not liable for Arrears.

52. In case any Consumer of the Gas or Water of the Company shall leave the Premises where such Gas or Water has been supplied to him without paying to the Company the Gas Rent, Meter Rent, or Water Rent due from him, the Company shall not be entitled to require from the next Tenant of such Premises the Payment of the Arrears left unpaid by the former Tenant, unless such incoming
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Tenant shall have undertaken with the former Tenant to pay or exonerate him from the Payment of such Arrears.

53. If any Person shall neglect to pay any Sum or Sums of Money due to the Company for the Supply of Water or Gas, or for the Hire or fixing of Meters or Fittings, it shall be lawful for the Company, in addition to or instead of any other Remedies, to recover the Sum due in any Court of competent Jurisdiction. Recovery of Sums by Action.

54. All Gas Rates or Water Rates or Remuneration for Gas or for Water from Time to Time due under this Act to the Company, and all Damages, Costs, and Expenses by this Act directed to be paid, and all Costs of furnishing any Gas or Water Meters or Gas or Water Pipes and Fittings, and the Amount of which is not disputed, may, instead of any other Remedies, be levied by Distress after the Defaulter has been duly summoned, and any Justice on Application may issue his Warrant accordingly. Recovery of Rates and Charges for Supply of Gas and Water.

55. Any One Summons, Warrant, or Notice issued for any of the Purposes of this Act may contain in the Body thereof, or in a Schedule thereto, several Names and several Sums. Several Names in One Summons.

56. Any Justice who issues a Warrant of Distress for any of the Purposes of this Act may order that the Cost of the Proceedings for the Recovery of the Money to be levied shall be paid by the Person liable to pay the Money, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Money. Warrant shall include Costs.

57. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for such Purpose this Act and the Acts incorporated herewith shall be deemed several Acts. Penalties not cumulative.

58. No Justice or Judge of any County Court or Quarter Sessions shall, except as is by this Act otherwise provided, be disqualified from acting in the Execution of this Act by reason of his being liable under this Act to any Water Rate, Gas Rate, Meter Rent, or other Charge under this Act, or of his being a Shareholder of the Company. Liability to Gas Rate not to disqualify Justices.

59. All the 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. Expenses of Act.

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WHEREAS the said John Pratt is possessed of certain Works, and the Leasehold Site on which the same have been erected, for the Purpose of supplying Water to the Inhabitants of the said Town of Crickhowell, and also the Mains and Service and other Pipes employed in the Distribution thereof: And whereas the said John Pratt on the one hand, and the said George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys, as such Provisional Directors on behalf of the said intended Company, on the other hand, have entered into the Provisional Agreement herein-after contained for the Purchase by the said George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys, as such Provisional Directors on behalf of the said intended Company, of the said Waterworks and Premises of the said John Pratt, but on condition that such Agreement shall be binding on the said intended Company only in case they obtain in the present Session of Parliament their said intended Act: Now these Presents witness, and it is hereby agreed between the said John Pratt, for himself, his Heirs, Executors, Administrators, and Assigns, on the one hand, and the said George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys, as such Provisional Directors on behalf of the said intended Company, for themselves and their Successors, on the other hand, as follows; (that is to say,) the said John Pratt will sell to the said intended Company, and the Company will purchase, all those Works, Erections, Buildings, Apparatus, Mains, Pipes, Utensils, Implements, and Appliances used and employed by the said John Pratt at Crickhowell for the Supply of Water to the Inhabitants of the said Town of Crickhowell, and also all that the Estate and Interest of the said John Pratt held for a Term or Terms of Years in the Land and Premises whereon the said Works and Buildings have been erected, and also all that the Leasehold Cottage or Dwelling House in Llanbeder Road in Crickhowell aforesaid, known as the Water House, and connected with the said Waterworks or some Part thereof, for the Sum of Eight hundred Pounds Sterling, to be paid on Completion of the Purchase; and it is hereby agreed by and

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

ARTICLES OF AGREEMENT made the Tenth Day of May One thousand eight hundred and sixty-seven between John Pratt of Penydre, Crickhowell, in the County of Brecon, Land and Estate Agent, of the one Part, and George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys, all of Crickhowell aforesaid, being Three of the Provisional Directors of a Company about to be incorporated under the Name of "the Crickhowell Gas and Water Company," and herein-after called "the Company," of the other Part.

WHEREAS the said George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys, with others, are promoting a Bill in Parliament in this present Session of One thousand eight hundred and sixty-seven, whereby it is proposed that a Company shall be incorporated by the above Name for the Purpose, amongst others, of improving the Supply of Water at Crickhowell aforesaid and its Vicinity: And whereas the said John Pratt is possessed of certain Works, and the Leasehold Site on which the same have been erected, for the Purpose of supplying Water to the Inhabitants of the said Town of Crickhowell, and also the Mains and Service and other Pipes employed in the Distribution thereof: And whereas the said John Pratt on the one hand, and the said George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys, as such Provisional Directors on behalf of the said intended Company, on the other hand, have entered into the Provisional Agreement herein-after contained for the Purchase by the said George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys, as such Provisional Directors on behalf of the said intended Company, of the said Waterworks and Premises of the said John Pratt, but on condition that such Agreement shall be binding on the said intended Company only in case they obtain in the present Session of Parliament their said intended Act: Now these Presents witness, and it is hereby agreed between the said John Pratt, for himself, his Heirs, Executors, Administrators, and Assigns, on the one hand, and the said George Augustus Apreece Davies, Evan Parry, and Henry Jeffreys, as such Provisional Directors on behalf of the said intended Company, for themselves and their Successors, on the other hand, as follows; (that is to say,) the said John Pratt will sell to the said intended Company, and the Company will purchase, all those Works, Erections, Buildings, Apparatus, Mains, Pipes, Utensils, Implements, and Appliances used and employed by the said John Pratt at Crickhowell for the Supply of Water to the Inhabitants of the said Town of Crickhowell, and also all that the Estate and Interest of the said John Pratt held for a Term or Terms of Years in the Land and Premises whereon the said Works and Buildings have been erected, and also all that the Leasehold Cottage or Dwelling House in Llanbeder Road in Crickhowell aforesaid, known as the Water House, and connected with the said Waterworks or some Part thereof, for the Sum of Eight hundred Pounds Sterling, to be paid on Completion of the Purchase; and it is hereby agreed by and

between

The Crickhowell Gas and Water Act, 1867.

between the Parties hereto that a Clause shall be inserted in the said Bill now pending in Parliament confirming this Agreement, and that this present Purchase shall be completed within Six Months after the said intended Act shall have received the Royal Assent. As witness our Hands this Tenth Day of May One thousand eight hundred and sixty-seven.

JOHN PRATT,
G. A. A. DAVIES,
EVAN PARRY,
HENRY JEFFREYS.

SECOND SCHEDULE.

ARTICLES OF AGREEMENT made the Tenth Day of May One thousand eight hundred and sixty-seven between William Christopher, junior, of Crickhowell in the County of Brecon, Pharmaceutical Chemist, of the one Part, and George Augustus Aprece Davies, Evan Parry, and Henry Jeffreys, all of Crickhowell aforesaid, being Three of the Provisional Directors of a Company about to be incorporated under the Name of "the Crickhowell Gas and Water Company," and herein-after called "the Company," of the other Part.

WHEREAS the said George Augustus Aprece Davies, Evan Parry, and Henry Jeffreys, with others, are promoting a Bill in Parliament during the present Session of One thousand eight hundred and sixty-seven, whereby it is proposed that a Company shall be incorporated by the above Name for the Purpose, amongst others, of cheapening and improving the Supply of Gas at Crickhowell aforesaid and its Vicinity: And whereas the said William Christopher is or claims to be possessed of and entitled in Fee Simple to certain Lands on which certain Gasworks have been erected by the said William Christopher for the Purpose of manufacturing and supplying Gas to the Inhabitants of the said Town of Crickhowell, from whence the said Town of Crickhowell and its Vicinity are now partially supplied with Gas, and also to be the Owner and Proprietor of such Gasworks, and of the Mains and Appliances thereunto belonging: And whereas the said William Christopher on the one hand, and the said George Augustus Aprece Davies, Evan Parry, and Henry Jeffreys, as such Provisional Directors on behalf of the said intended Company, on the other hand, have entered into the Provisional Agreement herein-after contained for the Purchase by the said George Augustus Aprece Davies, Evan Parry, and Henry Jeffreys, as such Provisional Directors as aforesaid on behalf of the said intended Company, of all the said Freehold Site, Gasworks, Mains, and other Property of the said William Christopher herein-after described, but on condition that Agreement shall be binding on the said Parties only in case the said intended Company shall obtain, in the present Session of Parliament legislative Sanction for their intended Works, and in case Two hundred Shares in the said Company be taken by Consumers of Gas in the said Town of Crickhowell and its Neighbourhood, and upon which Shares a Deposit of Two Pounds per Share shall have been paid, exclusive of any Shares taken or allotted for or towards the Cost of obtaining the Act of Parliament: Now these Presents witness, and it is hereby agreed between the said William Christopher, for himself, his Heirs, Executors, Administrators, and Assigns, on the one hand, and the said George Augustus Aprece Davies, Evan Parry, and Henry Jeffreys, as such Provisional Directors on behalf of the said intended Company, for themselves and their Successors Directors thereof, on the other hand, as follows; (that is to say,) the said William Christopher will sell to the said intended Company, and the said intended Company

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Company will purchase of the said William Christopher, all that the Freehold Site of the said William Christopher whereon his Gasworks are erected situate in Mill Street in the Town of Crickhowell, together with the said Gasworks and all other the Erections and Buildings thereon, together also with all the Mains, Meters, Utensils, Implements, and Appliances of the said Gasworks situate at Crickhowell aforesaid, and now used by the said William Christopher in or about his Trade or Business for the Manufacture of Gas and for the Supply thereof to the said Town of Crickhowell (including the Retorts and other Fittings of and belonging to the Trade and Manufacture of Gas which shall be in Store at the Time of the Completion of the said Purchase), for the Capital Sum of Two thousand Pounds; and it is hereby further agreed that it shall be optional for the Company, in lieu of Payment in Cash of the said Purchase Money or Capital Sum of Two thousand Pounds, to give and grant to the said William Christopher a Rentcharge of the yearly Sum of One hundred Pounds, being at the Rate of Five Pounds per Centum per Annum on the said Capital Sum of Two thousand Pounds, such Rentcharge to be made chargeable upon the whole of the Undertaking and Income of the Company as authorized by their said intended Act, and so as that it be made a First Charge on the same, and that if such Rentcharge is created the said Capital Sum of Two thousand Pounds shall not afterwards be paid off without the Consent of the said William Christopher in a less Period than Five Years from the passing of the Act, nor at any Time without Six Months Notice being given by the Company of their Intention to pay the same; and it is hereby agreed by and between the Parties hereto that this Agreement shall be binding on the Parties hereto only in case the said intended Company obtain their Act in the present Session of Parliament, and that a Clause shall be inserted in the said Bill about to be promoted confirming this Agreement, and that this present Purchase shall be completed within Six Months after the said intended Act shall have received the Royal Assent: Provided always, that if the said William Christopher shall deem it advisable before full Effect is given to this Agreement to take the necessary Steps for extending the Supply of Gas to the Village and Parish of Llangattock, all Costs and Expenses reasonably incurred by him for that Purpose, or in relation or incidental thereto, or Loss sustained by reason thereof, shall be repaid to the said William Christopher in Cash in addition to the Purchase Money herein-before mentioned. As witness our Hands this Tenth Day of May One thousand eight hundred and sixty-seven.

WILLM. CHRISTOPHER, JUN.
G. A. A. DAVIES.
EVAN PARRY.
HENRY JEFFREYS.

THIRD SCHEDULE.

The Lands upon which the existing Gasworks situate in Crickhowell in the Parish of Crickhowell have been erected are bounded on the North by Lands and Houses belonging to William Christopher, junior, on the South and West by Lands belonging to his Grace the Duke of Beaufort, and on the East by the Parish Road leading into the New Road.

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