

[61 & 62 VICT.] *Rhymney and Aber Valleys Gas and Water Act, 1898.* [Ch. ccxlv.]



### CHAPTER ccxlv.

An Act for incorporating the Rhymney and Aber Valleys Gas and Water Company for conferring powers on them for the construction of works the supply of gas and water the purchase of certain gas and water undertakings and for other purposes. A.D. 1898.

[12th August 1898.]

**W**HEREAS portions of the parish of Llangynider in the county of Brecknock and of the parishes of Bedwelty Mynyddisllwyn Bedwas Upper and Bedwas Lower in the county of Monmouth and of the parishes of Gelligaer Llanfabon and Eglwysilan and the hamlet of Van in the county of Glamorgan within the limits of this Act are insufficiently lighted and inadequately supplied with water and it is expedient that provision be made for effectually lighting the said parishes and affording an adequate supply of pure and wholesome water to the inhabitants thereof :

And whereas the persons in that behalf in this Act named with others are willing to undertake the lighting and the supplying with water of the said parishes on being incorporated into a company (herein-after called "the Company") with adequate powers for the purpose and it is expedient that they be incorporated accordingly and authorised to acquire maintain and improve the existing gasworks and waterworks within the limits of this Act and to construct and maintain the additional gas and waterworks herein-after described and that such other powers as are in this Act contained be conferred on the Company for carrying the purposes of the undertaking into effect :

And whereas portions of the parishes of Gelligaer and Llanfabon in the county of Glamorgan and the parishes of Bedwelty and Mynyddisllwyn and the township of Bedwas Upper in the county of Monmouth are now supplied with gas and water by the Rhymney Valley Gas and Water Company under the powers and subject to the limitations of the Rhymney Valley Gas and Water Act 1892

A.D. 1898. — and it is expedient that the undertaking and powers of the Rhymney Valley Gas and Water Company should be transferred to and become vested in the Company upon the terms and conditions herein-after contained :

And whereas the said Rhymney Valley Gas and Water Company have created and issued nineteen thousand six hundred and eighty pounds of their authorised share capital and the said shares are fully paid up and they have borrowed the sum of one thousand three hundred pounds bearing interest after the rate of four and a half per centum per annum and six hundred pounds bearing interest after the rate of four per centum per annum :

And whereas it is expedient that the Company should have power to purchase from the Rhymney Iron Company Limited the waterworks used by them for the purposes of domestic supply within the limits of this Act :

And whereas parts of the Rhymney Valley within the parishes of Bedwelty in the county of Monmouth and Gelligaer in the county of Glamorgan are now supplied with gas and water by the New Tredegar Gas and Water Company Limited subject to the limitations contained in the New Tredegar Gas and Water Order 1878 and it is expedient that the Company should be authorised to purchase the undertaking of the said limited company upon such terms and conditions as may be mutually agreed on and until such purchase is completed the Company to supply the said limited company with water in such quantities and at such prices as are specified in the agreement set forth in the Fourth Schedule to this Act :

And whereas it is expedient that the agreements set forth in the Second and Third Schedules to this Act for the purchase by the Company of the gasworks and property of the Rhymney Gas Company Limited and of the Caerphilly Gaslight and Coke and Waterworks Company Limited by means of which small areas within the limits of this Act are now supplied with gas should be confirmed and made binding on the Company and parties thereto respectively :

And whereas the agreements set forth in the Fifth Sixth Seventh and Eighth Schedules to this Act provide for a supply of water or of gas and water as the case may be by the Company to the respective districts of the Caerphilly Urban District Council the Bedwelty Urban District Council the Rhymney Urban District Council and the Gelligaer and Rhigos Rural District Council on the terms and conditions specified in the said agreements and also provide for the waterworks now belonging to any of the said



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district councils being taken over by the Company and it is expedient that the said agreements should be confirmed and made binding on the Company and the district councils parties thereto respectively :

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

And whereas the objects 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 (that is to say) :—

1. This Act may be cited as the Rhymney and Aber Valleys Gas and Water Act 1898. Short title.

2. The Companies Clauses Consolidation Act 1845 except as to the conversion of borrowed money into capital Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 the Companies Clauses Act 1869 the Lands Clauses Acts the Gasworks Clauses Act 1847 the Waterworks Clauses Act 1847 with the exception of the words in the forty-fourth section thereof "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner" the Waterworks Clauses Act 1863 and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof are (except where expressly varied by this Act) incorporated with and form part of this Act.

Incorporation of general Acts.

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 :

Interpretation.

The expression "Company" means the Company incorporated by this Act;

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The expressions "the gasworks" and "the gas undertaking" respectively mean and include the gasworks and works connected therewith by this Act vested in or authorised to be purchased made or maintained by the Company and any improvement thereof which they may construct under the powers of this Act and the lands buildings estate right title property privileges and effects used for belonging to or connected with the gasworks and gas undertaking of the Company;

The expressions "the waterworks" and "the water undertaking" respectively mean and include the waterworks and works connected therewith by this Act vested in or authorised to be purchased made or maintained by the Company and any improvement thereof which they may construct under the powers of this Act and the lands buildings estate right title property privileges and effects used for belonging to or connected with the water undertaking of the Company;

The expression "the undertaking" means and includes both the gas undertaking and the water undertaking of the Company:

And for the purposes of this Act—

The expressions "the railway" "the work" and "the centre of the railway" in the provisions of the Railways Clauses Consolidation Act 1845 incorporated with this Act shall respectively mean the reservoirs and the boundaries thereof and the tanks or service reservoirs and filter beds by this Act authorised and such portions of the conduits herein-after described as are to be made in tunnel.

Limits of Act.

4. The limits of this Act for the supply of gas and water shall be so much of the parish of Llangynider in the county of Brecknock as is situate within the watershed of the Rhymney River so much of the parishes of Bedwellty Mynyddisllwyn Bedwas Upper and Bedwas Lower in the county of Monmouth as are situate within the watershed of the same river the whole of the parish of Gelligaer in the county of Glamorgan and so much of the parishes of Llanfabon and Eglwysilan and the hamlet of Van in the said county of Glamorgan as are situate within the watershed of the said Rhymney River which limits are comprised within a red line delineated on an Ordnance map signed in triplicate by the Right Honourable the Lord Clinton Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred one of which maps signed as aforesaid has been deposited in the office of the clerk of the peace for the county of Glamorgan a



second in the office of the clerk of the peace for the county of Monmouth and the third in the office of the clerk of the peace for the county of Brecknock: A.D. 1898.

Provided that the Company shall not distribute water within the district of the Rhymney Urban District Council in the parish of Bedwellty unless otherwise agreed with such council within the district of the Bedwellty Urban District Council covered by the limits of the New Tredegar Gas and Water Company Limited unless otherwise agreed with such last-mentioned council (but subject to the provisions of this Act for purchase of the undertaking of the said limited company) nor within the limits of the New Tredegar Gas and Water Company Limited unless called upon to do so by the Gelligaer and Rhigos Rural District Council in consequence of the said limited company being unable and unwilling to supply water proper and sufficient for all reasonable purposes for which it is required by the said Gelligaer and Rhigos Rural District Council within the limits of supply of the said limited company which in case of difference shall be determined in manner provided by section 52 of the Public Health Act 1875 nor until the Company shall acquire the undertaking of the said limited company but the Company shall supply water in bulk to the said district councils and limited company respectively on the terms and conditions already or hereafter to be agreed upon and provided that the Company shall not supply gas within the limits of the New Tredegar Gas and Water Company Limited without the consent of that company:

Provided further that the Company shall not be entitled to exercise any of the powers by this Act conferred upon them in reference to the supply of gas or the execution of works for that purpose to or within the town ward of the Caerphilly Urban District or the hamlet of Van until the purchase of the undertaking of the Caerphilly Gaslight and Coke and Waterworks Company Limited is actually completed in accordance with the terms of the agreement set forth in the Third Schedule to this Act and if from any cause other than the default or delay of the Caerphilly Gaslight and Coke and Waterworks Company Limited such purchase is not completed and the price or consideration paid on the transfer day as defined by such agreement the said town ward and hamlet shall cease to be included within the limits of this Act for the supply of gas and the Company shall not without the previous consent in writing of the said limited company supply gas to or within the said town ward and hamlet.

5. If at any time after the expiration of the time limited for the completion of the works authorised by this Act the Company

Power  
to local  
authority &c.

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to supply  
water in case  
Company  
fails to  
supply.

are not furnishing or prepared on demand to furnish a sufficient supply of water in accordance with the provisions of this Act in any part of the district of any local authority within the limits of supply the local authority of such district may provide a supply therein in accordance with the provisions of the Public Health Act 1875 or any company body or person may apply for an Act of Parliament or a Provisional Order for the purpose of supplying water in any part of such district not sufficiently supplied by the Company or from some other source as if in either case there were no company authorised by this Act to supply water therein.

If any difference shall arise between the Company and any such local authority company body or person as to the sufficiency of the supply of water in any part of such district such difference shall be settled on the application of either party by the Board of Trade.

Company  
incorporated.

6. Robert Forrest Henry Oakden Fisher Ithel Treharne Rees Jonathan Williams David Stephen Jones John Llewellyn Thomas Rees Herbert Kirkhouse James Lewis Smith Thomas Jones John Edwards William Coslett Beddoe and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purposes herein-after mentioned and other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Rhymney and Aber Valleys Gas and Water Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

General pur-  
poses of  
Company.

7. The Company shall be established for the purpose of making and maintaining the waterworks and gasworks herein-after described and for acquiring improving and maintaining the other gasworks and waterworks in this Act mentioned and for manufacturing storing utilising and distributing gas and for converting or utilising and distributing materials used in and about the manufacture of gas and residual products resulting from such manufacture and for dealing in selling and disposing of gas lime coke tar and for the manufacturing purchasing and hiring and supplying meters and any cooking or heating apparatus engines machinery fittings and other apparatus and appliances and for supplying water for domestic manufacturing and other purposes and for carrying on the business usually carried on by gas and water companies within the limits of this Act and generally for carrying the powers of this Act into execution.



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8. The capital of the Company shall be two hundred and eighty thousand pounds in twenty-eight thousand shares of ten pounds each.

Capital and number and amount of shares.

9. The capital of two hundred and eighty thousand pounds by this Act authorised to be raised shall be divided into two portions of two hundred thousand pounds and eighty thousand pounds respectively and the portion consisting of eighty thousand pounds shall be called "gas capital" and shall be appropriated to and used only for the gas undertaking of the Company and the other portion of two hundred thousand pounds shall be called "water capital" and shall be appropriated to and used only for the water undertaking of the Company.

Appropriation of capital.

The Company shall keep separate accounts of receipts and expenditure on capital and revenue account in respect of the gas undertaking and the water undertaking respectively.

10. The Company shall not (except as herein-after provided for) issue any share created under the authority of this Act nor shall (except as herein-after provided for) any such 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 is paid in respect thereof.

Shares not to be issued until one-fifth part thereof shall have been paid up.

11. One-fifth of the amount of a share shall be the greatest amount of a call and two months at the least shall be the interval between successive calls and three-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Calls:

12. If any money is payable to a shareholder or mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be sufficient discharge to the Company for the same.

Receipt in case of persons not sui juris.

13. The Company may from time to time borrow on mortgage of their gas and water undertakings any sums not exceeding in the whole seventy thousand pounds in respect of the capital of two hundred and eighty thousand pounds by this Act authorised and of that sum they may borrow ten thousand pounds when shares to the amount of forty thousand pounds shall have been issued and accepted and one-half thereof shall have been paid up and certified as herein-after mentioned and further sums not exceeding two thousand five hundred pounds in respect of each additional sum of ten thousand pounds of shares issued and accepted and one-half thereof paid up and certified as herein-after mentioned

Power to borrow.

A.D. 1898. but no such sum shall be borrowed on mortgage until shares for the portion of capital in respect of which it is borrowed are issued and accepted and one-half thereof paid up and until 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 such portion of capital has been issued and accepted and one-half thereof paid up and that not less than one-fifth part of the amount of each separate share has been paid on account thereof and that such capital was issued bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and that such persons or their executors administrators successors or 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 his certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof :

Provided that one-fourth of all sums borrowed as aforesaid shall be applicable and applied to the gas undertaking and three-fourths of such sums shall be applicable and applied to the water undertaking of the Company.

For appointment of a receiver.

14. 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. 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 two thousand pounds in the whole.

Power to create debenture stock.

15. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which such stock or mortgages shall have been authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Money borrowed on mortgage or debenture

16. All moneys raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company



over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or *pari passu* with the interest on their mortgage or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of their undertaking or works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

stock to have priority.

17. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

Application of moneys.

18. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

First meeting.

19. The number of directors shall be nine but the Company may from time to time reduce the number provided that the number be not less than five.

Number of directors.

20. The qualification of a director shall be the possession in his own right of not less than thirty shares.

Qualification of directors.

21. The quorum of a meeting of directors shall be three.

Quorum of directors.

22. Robert Forrest Henry Oakden Fisher Ithel Treharne Rees David Stephen Jones Jonathan Williams John Llewellyn and three other duly qualified persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid 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 or nominated as aforesaid being if they continue qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors)

First directors.

Election of directors.

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elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Auditors need not hold shares.

**23.** The auditors appointed by the Company need not be shareholders of the Company.

Contracts not to disqualify for office of director.

**24.** Any contract to be made under this Act with any local authority or public body shall not disqualify any of the members of such local authority or public body for the office of director in the Company and no director or shareholder of the Company shall be disqualified for the office of director of the Company by reason of any contract between him and the Company for any loan of money to the Company but no director of the Company being a member of such local authority or public body shall vote upon any question with reference to any contract with such local authority or public body.

Power to maintain gasworks and manufacture and store gas on lands in First Schedule.

**25.** Subject to the provisions of this Act the Company may from time to time maintain improve and renew or discontinue the existing gasworks under the powers of this Act to be acquired by and vested in them upon the lands described in the First Schedule to this Act and they may also on the aforesaid lands but not elsewhere erect lay down provide maintain improve and renew or discontinue additional or other gasworks with all necessary drains sewers mains pipes meters lamps lamp-posts burners stopcocks machinery and other works and apparatus and conveniences and may do all such acts as they may think proper for making and storing gas and for supplying gas within the limits of this Act and may make store and supply gas accordingly and may charge for such supply and for meters and other things rates and rents not exceeding those limited by this Act and may manufacture sell provide supply and deal in coke tar pitch asphaltum ammoniacal oil and all other products or residuum of any materials employed in or resulting from the manufacture of gas and also meters fittings tubes pipes and other articles and things in any way connected with gasworks or with the supply of gas as they may think fit and may also erect fit up maintain and let houses cottages and dwellings for the officers and servants employed by the Company for the purposes of their gas and water undertakings.

Power to supply gas fittings &c.

**26.** The Company may manufacture provide supply let for hire use and otherwise deal in fittings engines stoves ranges pipes and



other apparatus and appliances for lighting for motive power for the warming and ventilating of houses and buildings for cooking and for all other purposes for which gas can or may be used and such letting for hire may be for such remuneration in money and on such terms with respect to the repair of articles and fittings let and for securing the safety and return to the Company of the same and otherwise as may be agreed upon between the hirer and the Company.

for heating and other purposes.

27. Subject to the provisions of this Act the Company may (but only for the purposes of the Company within their limits of gas supply and not so as to acquire an exclusive right therein) contract for take and use any leave licence or authority to work use exercise or put in practice any invention under any letters patent heretofore made or hereafter to be made granting any right or privilege of working using or vending any invention in relation to the manufacture or utilisation of the products obtained from the manufacture of gas or the materials used therein or in relation to the manufacture of meters and other fittings and apparatus in which the Company are authorised in any way to deal.

Power to take licences.

28. The Company may for the purposes of their gas undertaking purchase take and hold (by agreement but not otherwise) in addition to the lands described in the First Schedule to this Act any lands and hereditaments within their limits of gas supply not exceeding in the whole ten acres which the Company may from time to time require for the purposes of their gasworks and gas undertaking but no lands shall be used by the Company for the purpose of manufacturing gas or residual products except the lands described in the First Schedule to this Act:

Power to purchase lands by agreement for water-works purposes.

Provided that the Company shall not on any such lands create or permit any nuisance or erect or authorise or permit the erection of any buildings other than buildings connected with or necessary for the undertaking of the Company.

29. The price to be charged by the Company for gas supplied by them to persons who shall burn the same by meter shall not at any time exceed five shillings and sixpence per one thousand cubic feet.

Limiting price of gas.

30. All gas supplied by the Company to any consumer of gas shall be supplied at such pressure as to balance a column of water from midnight to sunset not less than six-tenths of an inch and from sunset to midnight not less than eight-tenths of an inch in height at the main as near as may be to the junction therewith

Pressure of gas.

A.D. 1898. of the service pipe supplying such consumer and any gas examiner appointed under the Gasworks Clauses Act 1871 may subject to the terms of his appointment from time to time test the pressure at which gas is supplied and may for that purpose open any street road passage or place vested in or under the control of any local or road authority and the provisions of the Gasworks Clauses Act 1871 with reference to testing of gas and to penalties shall mutatis mutandis apply to such testing of pressure and twenty-four hours' previous notice shall be given to the Company of the time and place at which such testing shall be conducted.

Quality of gas.

**31.** The prescribed number of candles shall not be less than fifteen.

Testing places.

**32.** Within one year from the time the Company commence to supply gas under this Act from any gasworks acquired by and vested in the Company by this Act or erected by them under the powers of this Act testing places shall be provided upon some part of the works or lands of the Company at each gasworks which are used as a separate source of supply.

Burner.

**33.** The prescribed burner shall be Sugg's London Argand burner number one with a six-inch by one-and-three-quarter-inch glass chimney but if at any time and so long as the gas flame rises above the top of that glass a six-inch by two-inch chimney shall be used or another burner or chimney approved for this purpose by the Board of Trade.

Company to pay interest on money deposited as security for gas meter.

**34.** If any person is required by the Company to give to them security for the payment of the price or rent of a meter the Company shall pay interest after the rate of four pounds per centum per annum on every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands.

Transfer of undertaking and property of Rhymney Valley Gas and Water Company to Company.

**35.** Upon and from the passing of this Act (in this Act referred to as "the date of transfer") all the lands (including all lands whether surplus or otherwise) waterworks gasworks erections buildings works rights easements and conveniences which immediately before the date of transfer existed and were vested in the Rhymney Valley Gas and Water Company or any person or persons in trust for them or to which the said Rhymney Valley Gas and Water Company were in anywise entitled and all moneys credits choses in action and all other property real and personal of the said Rhymney Valley Gas and Water Company and all powers rights authorities and privileges of that company shall be by this Act transferred to and shall vest in the Company.



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**36.** The provisions of Part V. of the Railways Clauses Act 1863 shall as from the date of transfer extend and apply mutatis mutandis to and in the case of the transfer by this Act of the undertaking of the Rhymney Valley Gas and Water Company subject to the following modifications (that is to say) The provisions of the Rhymney Valley Gas and Water Act 1892 relating to the constitution and capital of the Rhymney Valley Gas and Water Company shall be by this Act repealed but notwithstanding such repeal the directors of the Rhymney Valley Gas and Water Company who shall be in office at the date of transfer shall continue in office for the purpose of winding up the affairs of that company so long as it shall be necessary for that purpose.

Application with modifications of Part V. of Railways Clauses Act 1863.

**37.** There are hereby created shares of the Company being part of their capital authorised by this Act to the amount of nineteen thousand six hundred and eighty pounds to be deemed fully paid up but in all other respects to rank pari passu with the rest of the capital created under the powers of this Act and such shares hereby created shall belong to and subject to this Act shall vest in the several persons who at the date of the transfer are the registered proprietors of the shares of the Rhymney Valley Gas and Water Company share for share and the Company shall pay satisfy and discharge the debts and obligations of the Rhymney Valley Gas and Water Company existing at the date of the transfer.

Creation of fully paid up shares and vesting same in proprietors of shares of Rhymney Valley Gas and Water Company.

**38.** There is hereby created debenture stock of the Company (part of their borrowing powers under this Act) of the nominal amount of one thousand nine hundred pounds bearing interest as from the date of the transfer at the rate of four per centum per annum The said debenture stock hereby created shall belong to and subject to this Act shall vest in the several persons who at the date of the transfer are the proprietors of the mortgage and bonds granted by the Rhymney Valley Gas and Water Company in substitution for the said mortgage and bonds.

Creation of debenture stock and vesting same in proprietors of debenture stock of Rhymney Valley Gas and Water Company.

**39.** Forthwith after the date of transfer the Rhymney Valley Gas and Water Company shall proceed to wind up their affairs and when their affairs are completely wound up that company shall be by this Act dissolved and wholly cease to exist.

Winding up and dissolution of Rhymney Valley Gas and Water Company.

**40.** Notwithstanding the dissolution of the Rhymney Valley Gas and Water Company and the transfer of their undertaking to the Company and except only as is by this Act otherwise expressly provided everything before the transfer done suffered and confirmed under or by virtue of the Rhymney Valley Gas and Water Act 1892 or any Act or Acts relating to or affecting the Rhymney

General saving of rights under Acts relating to Rhymney Valley Gas and Water Company.

A.D. 1898. Valley Gas and Water Company or their undertaking and every right by the said Act or any such Act or Acts respectively saved or protected shall be as valid as if the transfer had not happened and the operation of this Act shall accordingly be subject and without prejudice to everything so done suffered and confirmed and all rights so saved and protected respectively and to all rights liabilities claims and demands both present and future which if the transfer had not happened would be incident to and consequent on any and every thing so done suffered and confirmed and all rights so saved and protected respectively:

Provided that the generality of this provision shall not be restricted by any of the other sections and provisions of this Act.

New shares &c. to be held upon same trusts &c.

41. Every portion of the said share capital and debenture stock which by this Act is vested in holders of shares or as the case may be of the mortgage and bonds of the Rhymney Valley Gas and Water Company shall be subject to the same trusts powers and provisions declarations agreements charges liens and incumbrances as immediately before the time of vesting affected the shares or the mortgage and bonds for which the same is substituted and every deed or other instrument and every testamentary or other disposition shall take effect with reference to the whole or as the case may be a proportionate part of the shares or stock substituted.

Company shall call in and cancel certificates of Rhymney Valley Gas and Water Company's shares and mortgage and bonds and issue new certificates in lieu thereof.

42. The Company shall with all reasonable despatch after the date of transfer call in and cancel the certificates of the shares and the mortgage and bonds of the Rhymney Valley Gas and Water Company for which the said shares and debenture stock of the Company are substituted in accordance with the provisions of this Act and issue in lieu thereof certificates in the form and under the conditions in and under which the Company issue certificates of like shares and debenture stock in their undertaking but the holders of such existing certificates of shares and of the mortgage and bonds shall not be entitled to any certificates of proprietorship under this Act until they shall have delivered up to the Company to be cancelled the certificates of proprietorship of shares and the mortgage and bonds issued and granted to them respectively by the Rhymney Valley Gas and Water Company before the transfer or shall have proved to the reasonable satisfaction of the Company the loss or destruction thereof.

Sale and purchase of water undertaking

43. The Company shall purchase from the Rhymney Iron Company Limited and the said Rhymney Iron Company Limited shall sell and transfer to the Company that portion of their



existing works and property which are used for the supply of water for domestic purposes (other than for stables and horses of the Rhymney Iron Company Limited their successors or assigns) within the limits of this Act and their waterworks mains or pipes lands waters sources of water agreements rights and privileges plant stores works and conveniences in connexion with such supply within the limits of this Act including the Blaen Rhymney reservoir the filter beds and service tanks but excluding the feeder from the Rhymney River to the Bute Town reservoir upon such terms and conditions pecuniary or otherwise as may be mutually agreed upon or as failing agreement may be determined by arbitration under the provisions of the Lands Clauses Acts relating to the acquisition of lands otherwise than by agreement Provided always that the Company shall be entitled to use (for the purposes for which it is now used) in common with the Rhymney Iron Company Limited the before-mentioned feeder during the construction of the works by this Act authorised.

of Rhymney  
Iron  
Company  
Limited.

44. Immediately on the payment or satisfaction by the Company of the price or consideration agreed upon or determined as aforesaid and upon the execution of a conveyance under the common seal of the Rhymney Iron Company Limited the works and property so conveyed shall become absolutely vested in the Company for all such or the like estate and interest as the said Rhymney Iron Company was seised or possessed of or entitled to at the date of such conveyance Provided that until the completion of the purchase the Company shall not supply water within the limits of the Rhymney Urban District Council nor shall they interfere with the waters of the River Rhymney or the Pitgwellt Brook.

Water  
undertaking  
of Rhymney  
Iron Com-  
pany when  
purchased  
to vest in  
Company.

45. The agreement dated the tenth day of February one thousand eight hundred and ninety-eight between Arthur Perkins James for and on behalf of the promoters of the Bill for this Act of the one part and the Rhymney Gas Company Limited of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the Company and the Rhymney Gas Company Limited as if the Company had been parties to the said agreement and the same had been under their common seal.

Confirming  
scheduled  
agreement  
with Rhym-  
ney Gas  
Company  
Limited.

46. Immediately on the payment or satisfaction by the Company of the price or consideration stated in the agreement contained in the Second Schedule to this Act and upon the execution of the conveyance under the common seal of the Rhymney Gas Company Limited the property so conveyed shall become absolutely vested in the Company for all such or the like estate and interest as the

Undertaking  
of Rhym-  
ney Gas  
Company  
Limited  
when pur-  
chased to  
vest in  
Company.

A.D 1898. — said limited company was seised or possessed of or entitled to at the date of such conveyance.

Confirming scheduled agreement with Caerphilly Gaslight and Coke and Waterworks Company Limited.

47. The agreement dated the tenth day of February one thousand eight hundred and ninety-eight between Jonathan Williams David Stephen Jones and John Llewellyn for and on behalf of themselves and other the promoters of the Bill for this Act of the one part and the Caerphilly Gaslight and Coke and Waterworks Company Limited of the other part a copy of which is set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the Company and the said limited company as if the Company had been parties to the said agreement and the same had been under their common seal.

Undertaking of Caerphilly Gaslight and Coke and Waterworks Company Limited when purchased to vest in Company.

48. Immediately on the completion by the Company of the purchase of the gasworks and property of the Caerphilly Gaslight and Coke and Waterworks Company Limited in accordance with the terms of the agreement contained in the Third Schedule to this Act and upon the execution of the conveyance under the common seal of the Caerphilly Gaslight and Coke and Waterworks Company Limited the property so conveyed shall become absolutely vested in the Company for all such or the like estate and interest as the said limited company was seised or possessed of or entitled to at the date of such conveyance.

Application of purchase money &c.

49. Upon the execution of such conveyances by the said Rhymney Iron Company Limited and the said Rhymney Gas Company Limited respectively those companies shall hold the price or consideration paid for the property conveyed upon trust to pay and discharge thereout all their debts and liabilities and to make such further payments as may be determined by the shareholders in general meeting and to distribute the residue amongst the shareholders their executors administrators or assigns rateably and according to their priorities and the directors of the said limited companies respectively may exercise all powers necessary for such purposes.

Confirming scheduled agreement with New Tredegar Gas and Water Company Limited for a supply of water in bulk by Company.

50. The agreement dated the tenth day of February one thousand eight hundred and ninety-eight between Jonathan Williams David Stephen Jones and John Llewellyn for and on behalf of themselves and other the promoters of the Bill for this Act of the one part and the New Tredegar Gas and Water Company Limited of the other part for a supply of water in bulk by the Company a copy of which is set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the Company and the said limited company as if the Company had been parties to



the said agreement and the same had been under their common seal. A.D. 1898.

**51.** The Company may purchase by agreement and not otherwise and the New Tredegar Gas and Water Company Limited may sell and transfer to the Company all the waterworks gasworks mains or pipes lands waters sources of water agreements rights and privileges plant stores works property and conveniences at or near New Tredegar and Tyrphil whether acquired under or by virtue of the New Tredegar Gas and Water Order 1878 confirmed by the Gas and Water Orders Confirmation Act 1878 or otherwise within the limits of this Act upon such terms and conditions pecuniary or otherwise as may be agreed upon.

Company may purchase New Tredegar Gas and Water Company's undertaking by agreement.

**52.—(1)** Immediately on the payment or satisfaction by the Company of the price or consideration to be agreed upon as aforesaid and upon the execution of the conveyance under the common seal of the New Tredegar Gas and Water Company Limited the property so conveyed shall become absolutely vested in the Company for all such or the like estate and interest as the said limited company was seised or possessed of or entitled to at the date of such conveyance.

Property of New Tredegar Gas and Water Company Limited to vest in Company on payment of agreed price.

**(2)** Immediately upon the gasworks waterworks and property of the New Tredegar Gas and Water Company Limited becoming vested as aforesaid in the Company so much of the said Gas and Water Orders Confirmation Act 1878 as relates to the New Tredegar Gas and Water Order shall be by this Act repealed and the Company shall forthwith subject to the powers of this Act commence to supply gas and water to all those before supplied by the New Tredegar Gas and Water Company Limited.

Repeal of New Tredegar Gas and Water Order 1878.

**(3)** Upon the execution of such conveyance by the said limited company it shall hold the price or consideration paid for its undertaking and all other money assets and securities for the time being belonging to them upon trust to pay and discharge thereout all their debts and liabilities and to distribute the residue amongst the shareholders their executors administrators or assigns rateably and according to their priorities and the directors of the said limited company may exercise all powers necessary for paying and discharging the debts and liabilities distributing the assets and winding up the affairs of the said limited company.

Application of purchase money &c. and winding up of Limited Company.

**53.** All contracts existing at the dates of the several transfers from the Rhymney Gas Company Limited the Caerphilly Gaslight and Coke and Waterworks Company Limited and the New Tredegar Gas and Water Company Limited (in this section called "the limited

Contracts of limited companies.

A.D. 1898. companies") to the Company as aforesaid respectively between the said limited companies and any person for the supply of water or gas as the case may be or otherwise relating to their respective gas or water undertakings or business and then in force shall from and after each transfer respectively be as binding and of as full force and effect in every respect against or in favour of the Company (except in respect of any breaches of or penalties forfeitures or damages incurred or arising under any such contract before the date of the transfer in each case) and may accordingly be enforced by or against them in their own name as fully and effectually as if instead of the limited companies respectively the Company had been a party thereto And the Company shall as from the date of each transfer respectively indemnify the limited companies from all liabilities in respect of any such contract.

Receipts for purchase money.

54. The receipts in writing under the hands of the secretary and three of the directors for the time being of the New Tredegar Gas and Water Company Limited and the Rhymney Gas Company Limited respectively for the purchase money or consideration mentioned in each deed of transfer respectively shall effectually discharge the Company from such purchase money or consideration and from being answerable or accountable for the loss misapplication or non-application thereof.

Company may maintain existing waterworks.

55. The Company may continue maintain renew alter improve enlarge discontinue and abandon as they may think fit any waterworks acquired by and vested in them by this Act.

Power to construct waterworks.

56. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the waterworks and other works herein-after described and may exercise the powers in this Act mentioned and enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose The waterworks and other works herein-before referred to and by this Act authorised to be made and maintained and the powers by this Act authorised to be exercised comprise the following (that is to say):—

- (1) An aqueduct conduit or line of pipes No. 1 to be situate wholly in the parish of Gelligaer in the county of Glamorgan commencing in the Rhymney River at a point seventy-seven yards or thereabouts measured in a northerly direction up the course of the said river from the northern corner of the inclosure numbered 16 on the Ordnance map 1888 scale  $\frac{1}{2500}$  and terminating in the Reservoir No. 1 herein-after described



at a point in the inclosure numbered 28 on the said Ordnance map: A.D. 1898.

- (2) A reservoir No. 1 to be situate wholly in the said parish of Gelligaer to be formed by an embankment crossing the Nant Pitgwellt Brook at a point one hundred and forty-three yards or thereabouts measured down the course of the said brook in a south-easterly direction from the northern corner of the inclosure numbered 31 on the Ordnance map 1888 scale  $\frac{1}{2500}$  such embankment extending one hundred and seventy-nine yards or thereabouts in a north-easterly and north-westerly direction and one hundred and fifty-seven yards or thereabouts in a south-westerly and westerly direction from the centre of the said Nant Pitgwellt Brook which said reservoir will extend three hundred yards or thereabouts in a north-westerly direction up the valley of the said brook:
- (3) Two filter-beds and a service tank to be situate wholly in the inclosure numbered 61 on the Ordnance map 1888 scale  $\frac{1}{2500}$  of the parish of Gelligaer aforesaid:
- (4) An aqueduct conduit or line of pipes No. 2 commencing in the Reservoir No. 1 above described at a point sixty-one yards or thereabouts measured in a south-easterly direction down the centre of the said Nant Pitgwellt Brook from the northern corner of the inclosure numbered 31 on the Ordnance map 1888 scale  $\frac{1}{2500}$  of the said parish of Gelligaer thence passing from in through and into the said parish of Gelligaer the parish of Llangynider in the county of Brecknock and the parish of Bedwelty in the county of Monmouth and terminating in the said parish of Gelligaer by a junction with the Rhymney Valley Gas and Water Company's water main at a point twenty-three yards or thereabouts measured in an easterly direction along the public road (leading from Deri to Pont Aber-Bargoed) from the eastern face of the viaduct carrying the Rhymney Railway over the valley of the Bargoed Rhymney Brook at Pont Aber-Bargoed:
- (5) A carriage road to be situate wholly in the said parish of Gelligaer commencing near the south-eastern end of the said intended Reservoir No. 1 at a point in the inclosure numbered 30 on the Ordnance map 1888 scale  $\frac{1}{2500}$  fifty yards or thereabouts measured in a northerly direction from the point where the Nant Pitgwellt Brook enters the Reservoir No. 35 on the said Ordnance map and terminating by a junction with the main public road leading from Merthyr to Tredegar Ironworks at a point one hundred and fourteen yards or

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thereabouts measured along that road in an easterly direction from the mile post indicating four miles from Merthyr :

- (6) A reservoir No 2 to be situate partly in the said parish of Gelligaer and partly in the said parish of Llangynider to be formed by an embankment crossing the Rhymney River at a point three yards or thereabouts measured in a north-westerly direction from the point where the southern fence of the inclosure No. 1559 on the Ordnance map 1888 scale  $\frac{1}{2500}$  of the said parish of Llangynider joins the said river such embankment extending one hundred and five yards or thereabouts in a north-easterly direction from the centre of the said river and extending one hundred and forty-seven yards or thereabouts in a south-westerly and north-westerly direction from the centre of the said river which said intended Reservoir No. 2 will extend three hundred and thirty yards or thereabouts up the valley of the said river in a north-westerly direction from the said embankment :

All necessary and proper embankments walls filtering beds dams drains sluices conduits culverts channels bye-washes weirs adits borings tanks mains pipes buildings machinery roads approaches fences and other works and conveniences for the collecting filtering storing and distributing of water :

The taking collecting diverting impounding appropriating and using for the purposes of the waterworks and water undertaking all such streams springs and waters as will or may be intercepted by means of the said waterworks or as may be found in over or under any of the lands for the time being belonging to the Company or in and over which they may acquire easements or other rights and also the waters of the streams and springs called the Rhymney River and the Pitgwellt Brook :

Provided always that whenever the flow of water down the Rhymney River at the point of commencement of the intake of the aqueduct conduit or line of pipes No. 1 in this Act described shall in any day of twenty-four hours be at a rate of less than twenty-five thousand gallons the Company shall not abstract or divert from the said river any water by means of the said aqueduct conduit or line of pipes but whenever the flow of water down the said river in any day of twenty-four hours shall exceed the rate of twenty-five thousand gallons the Company shall be entitled to divert and impound so much of the excess as they require and use the same for the purposes of this Act The Company shall provide and for ever after maintain a suitable measuring gauge for the purposes of this section and the same shall at all times be open to the inspection and



examination of the Rhymney Iron Company Limited and their successors and assigns and their respective lessees and tenants and in case of any neglect so to provide or maintain such gauge or in case the Company abstract or divert water in contravention of the provisions of this section the Company shall forfeit and pay to the Rhymney Iron Company Limited their successors and assigns the sum of ten pounds for every day on which such neglect abstraction or diversion shall occur. A.D. 1898.

**57.** In the construction of the works authorised by this Act the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards or ten feet downwards Provided that if it be found necessary or expedient to alter the position of any embankment or wall they may in the construction thereof and of the works connected therewith deviate vertically from the levels of such embankment wall and works as shown with reference to the datum line to any extent not exceeding twenty feet but the Company shall not construct any embankment or wall of a greater height above the general surface of the ground than that shown on the deposited sections and three feet in addition Provided also that no aqueduct or pipe shall be laid above ground unless so shown on the sections and then only to the extent so shown. Limits of deviation.

**58.** The quantity of land which may be taken by the Company from the reputed common or commonable lands next herein-after mentioned for the purposes of the waterworks by this Act authorised shall not exceed the quantities mentioned in connexion with such lands respectively :— Limiting quantity of land which may be taken from certain common.

Name of Common.	Parish.	Estimated Quantity required to be taken.
Gelligaer Common.	Gelligaer.	One rood.

**59.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years after the passing of this Act. Period for compulsory purchase of lands.

**60.** In the exercise of the powers of this Act within the limits of supply of the New Tredegar Gas and Water Company Limited For the protection of New

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Tredegar  
Gas and  
Water  
Company.

(in this section called "the limited company") the Company shall be subject to the following restrictions:—

- (1) They shall avoid as far as they can any interference with the pipes and works of the limited company and cause as little detriment or inconvenience to that company as circumstances admit:
- (2) If it be necessary for the Company to raise sink or otherwise alter the situation of any pipe or other work of the limited company in under or upon any street or public road they may from time to time by notice in writing require the limited company as soon as conveniently may be to cause any such pipe or work to be raised sunk or otherwise altered in position as the Company direct:
- (3) If the limited company do not proceed as soon as conveniently may be after the receipt of such notice to cause the work specified therein to be executed the Company may themselves execute such work as they think fit on giving the limited company at least forty-eight hours' previous notice specifying the time they will begin to do so:
- (4) The Company shall not execute any such work except under the superintendence of the limited company unless that company refuse or neglect to give such superintendence at the time specified in the notice for the commencement of the work or discontinue the same during the work and the Company shall execute such work to the reasonable satisfaction of the limited company:
- (5) The Company shall pay all reasonable expenses to which the limited company may be put and all losses they may incur in executing any such work or on account of any such superintendence as aforesaid:
- (6) If by reason or in execution of any of the works by this Act authorised to be made or by reason of the bad state of repair of any such works or the leakage of any of the pipes or if by any act or omission of the Company or any of their agents servants or workmen the pipes or other works of the limited company shall be broken or injured or the supply of gas or water interfered with the Company shall make good any loss or damage that may arise therefrom.

Power to  
purchase  
lands by  
agreement  
for water-  
works  
purposes.

**61.** In addition to the lands which the Company are by this Act authorised to purchase compulsorily they may for any of the purposes of this Act in connexion with the waterworks by agreement purchase any additional land not exceeding in the whole



twenty acres which they may think requisite for any of the purposes of the water undertaking Provided that the Company shall not on any of such lands create or permit any nuisance or erect or authorise or permit the erection of any buildings other than buildings connected with or necessary for their water undertaking.

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62. With respect to the water to be taken and compensation water to be afforded by the Company the following provisions shall have effect from and after the time when they shall commence to impound or use any of the waters of the Rhymney River or Pitgwellt Brook or its tributaries by or from the works by this Act authorised (that is to say) :—

As to compensation water.

- (1) The Company shall during every day of twenty-four hours deliver or allow to flow into the Rhymney River at such a point therein as will permit of its free passage into the intake of the feeder to the Rute Town Reservoir of the Rhymney Iron Company Limited but below the foot of the embankment of Reservoir No. 2 by this Act authorised not less than four hundred and eighty thousand gallons of water :
- (2) The said delivery or flow of water shall be as nearly as possible continuous :
- (3) For the purpose of measuring the quantity of water to be so discharged into the Rhymney River the Company shall erect and maintain a suitable measuring gauge over or through which the water shall be discharged as herein-before provided :
- (4) In the event of any dispute at any time arising between the Company and any person interested in the waters of the said river which the Company are by this Act authorised to take as to the sufficiency or accuracy of the gauge for measuring the water to be discharged as aforesaid into such river or as to the state of repair or condition of such gauge such dispute shall be settled and determined by some hydraulic engineer on whom the parties shall agree or in default of agreement by a hydraulic engineer to be appointed by the President of the Institution of Civil Engineers on the application of either of the parties and the order or award of such engineer shall be final and binding on the parties :

Any such order or award may direct by whom the cost of the reference shall be borne and paid and may be made a rule of the High Court and may be enforced in any manner in which any order or judgment of that Court may be enforced :

- (5) Any person interested in the waters of the said river which the Company are by this Act authorised to take or any servant of such person duly authorised on producing his authority shall

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at all reasonable times have the right of access to the said gauge for measuring the water to be discharged as aforesaid into such river for the purpose of ascertaining the state of repair and efficiency thereof and of gauging measuring and ascertaining the quantity of water from time to time passing over or through the same :

- (6) If at any time the Company fail to cause to be discharged through or over the said gauge in the said river the quantity of water which they are required as aforesaid to cause to be discharged into the said river they shall for each and every day during which such failure shall have occurred forfeit and pay to the occupier of any lands situate below such gauge who shall be injured and sue for the same in any court of competent jurisdiction within one month after such failure shall have occurred the sum of ten pounds but shall not forfeit and pay in the whole more than twenty-five pounds in respect of any one day on which such failure shall have occurred :

The provisions of this section shall be accepted and taken by all persons interested in the water of the said river as full compensation for the waters thereof.

Restriction on taking houses of labouring class.

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

For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Period for completion of works.

**64.** If the waterworks authorised by this Act and shown on the deposited plans are not completed within seven years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or in relation thereto shall cease except as to so much thereof as is then completed but nothing herein shall restrict the Company from



extending altering enlarging or renewing any of their weirs tanks mains or pipes and other works within the limits of this Act. A.D. 1898.

**65.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right privilege or authority not being an easement right or privilege of water in which persons other than the grantors have an interest and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights privileges and authorities as aforesaid respectively. Power to take easements &c. by agreement.

**66.** The Company may (subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands) sell lease exchange or otherwise dispose of to such persons and in such manner as the Company may think fit any lands houses or other property for the time being belonging to the Company which they do not require for the purposes of their undertaking. Power to sell lands not required for the purposes of the undertaking.

**67.** On the sale by the Company of any lands they may reserve to themselves all or any part of the water or water rights or other easements belonging thereto and may make the sale subject to such reservations accordingly and may also make any such sale subject to such other reservations special conditions restrictions and provisions with respect to use of water exercise of noxious trades or discharge or deposit of manure sewage or other impure matter as they think fit. Reservation of water rights &c. on sale.

**68.** The water supplied by the Company need not be constantly laid on under pressure or be continuously supplied or be supplied in any case at a level above that at which water can be supplied by gravitation from the service tanks and filter beds by this Act authorised. Constant supply and pressure.

**69.** The Company shall on the application of any person who under the provisions of this Act shall be entitled to demand a supply of water for domestic purposes furnish to such person a sufficient supply of water for domestic purposes at rates and charges not exceeding the rates and charges herein-after specified (that is to say) :— Rates at which water is to be supplied for domestic purposes.

Where the rateable value of a dwelling-house or part of a dwelling-house does not exceed four pounds per annum the sum of twopence per week ;

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Where the rateable value exceeds four pounds but does not exceed seven pounds per annum the sum of threepence per week ;

Where the rateable value exceeds seven pounds but does not exceed ten pounds per annum the sum of fourpence per week ;

Where the rateable value exceeds ten pounds but does not exceed twenty pounds at a rate per annum not exceeding ten per centum of such rateable value ;

Where the rateable value exceeds twenty pounds but does not exceed forty pounds at a rate per annum not exceeding eight per centum of such rateable value ;

Where the rateable value exceeds forty pounds but does not exceed eighty pounds at a rate per annum not exceeding seven per centum of such rateable value ;

Where the rateable value exceeds eighty pounds at a rate per annum not exceeding six per centum of such rateable value :

Rates for  
waterclosets  
and private  
baths.

In addition to the rates and charges above specified the Company may charge for a supply of water to every watercloset beyond the first in any dwelling-house the sum of seven shillings and sixpence per annum and to every bath the sum of ten shillings and sixpence per annum Such additional sums shall be paid quarterly in advance and be recoverable in all respects with and as the water rate :

Provided also that the Company shall not be entitled in any case to demand for the water rate for any house or part of a house included in any division of the above scale a greater sum of money than they would be entitled to demand if such house or part of a house were of just sufficient rateable value to bring it within the next division of the said scale relating to premises of a higher rateable value whereon a lower rate per centum per annum is chargeable :

For the purposes of this section rateable value shall be the rateable value as ascertained by the valuation list in force at the commencement of the quarter in which the water rate becomes payable or if there is no such list in force by the last rate made for the relief of the poor :

Provided that where the water rate is chargeable on the rateable value of a part only of any premises entered in the valuation list or poor rate such rateable value shall be a fairly apportioned part of the rateable value of the whole premises ascertained as aforesaid the apportionment in case of dispute to be determined by two justices.



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**70.** Where the rateable value of a house supplied with water does not exceed ten pounds or the house is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year the owner instead of the occupier shall pay the rate for the supply but the rate may be recovered in the first instance from the occupier and may be deducted by him from the next and if necessary from any subsequent rent due from him to the owner Provided that no greater sum shall be recovered at any one time from any such occupier than the amount of rent owing by him or which shall have accrued due from him subsequent to a notice to pay the rate being given to him or left at his dwelling-house.

Rate payable  
by owner for  
small houses  
&c.

**71.** The Company shall not be compelled to supply with water any bath which shall be capable of containing when filled for use more than fifty gallons of water.

Supply to  
baths.

**72.** In addition to and without prejudice to the provisions in this Act contained with regard to the misuse of water supplied by the Company no person supplied by the Company with water for domestic purposes shall use such water or suffer the same to be used for the purpose of affording power to or in connexion with any machinery or apparatus whatsoever for other than domestic purposes and every person offending against this enactment shall for every such offence forfeit and pay to the Company a penalty not exceeding five pounds.

Penalty for  
using water  
for other  
than  
domestic  
purposes.

**73.** The Company shall not be bound to supply any dwelling-house with water (otherwise than by meter or special agreement) where any part of such dwelling-house is used for any trade or business purpose for which water is required.

Company not  
bound to  
supply water  
in certain  
cases.

**74.** Subject to the provisions of this Act the Company may supply water for other than domestic purposes on such terms and conditions as the Company think fit and may enter into agreements for the supply of water by measure either for domestic or other purposes at a charge not exceeding one shilling and sixpence per one thousand gallons Provided that such supply for other than domestic purposes does not interfere with the supply for domestic purposes.

Power to  
Company  
to supply  
water for  
other than  
domestic  
purposes.

**75.** The Company may sell and dispose of any water fittings upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit and may let for hire any water fittings for such rent and on such terms and conditions with respect to the repair and maintaining of such fittings and for securing safe access to and the safety and return to the Company of such fittings as

Power to  
sell and dis-  
pose of water  
fittings &c.

A.D. 1898. — may from time to time be agreed upon between the hirer and the Company.

Notice to Company of connecting or disconnecting meters.

76. Before any person connects or disconnects any meter through which any of the water of the Company 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 to do so and all alterations or repairs and the connecting or disconnecting of meters shall be done at his cost and under due superintendence of any officer of or person authorised by the Company and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings.

Register of meter to be primâ facie evidence.

77. Where water or gas is supplied by measure the register of the meter shall be primâ facie evidence of the quantity of water or gas consumed. Provided that if the Company and the person to whom the water or gas is supplied differ as to the quantity consumed such difference shall be determined upon the application of either party by a court of summary jurisdiction who may order by which of the parties any costs of the proceedings before them shall be paid and the decision of such court shall be final and binding on all parties.

Fraudulently injuring pipes meters or fittings.

78. If any person wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or fitting belonging to the Company or fraudulently alters the index to any meter or fraudulently prevents any such meter or the index thereof from duly registering the quantity of water or gas supplied or fraudulently abstracts or uses water of the Company he shall (without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender) for every such offence be liable to a penalty not exceeding five pounds and the Company may in addition thereto recover the amount of any damages sustained by them and the existence of artificial means for causing such alteration or prevention when such pipe meter or fitting is under the custody or control of the consumer shall be primâ facie evidence that such alteration or prevention has been fraudulently caused by the consumer using such meter.

Power to Company to supply materials.

79. The Company may if requested by any person supplied or about to be supplied by them with water furnish to him and from time to time repair or alter any such pipes valves cocks cisterns baths soil-pans waterclosets apparatus and receptacles as are required or permitted by their regulations and may provide all materials and do all work necessary or proper in that behalf and the reasonable charges of the Company in providing such materials



and executing such work shall be paid by the person requiring the same. A.D. 1898.

**80.** For preventing waste misuse undue consumption or contamination of the water of the Company the following provisions shall have effect (namely) :— Byelaws for preventing waste &c. of water.

(1) The Company may make byelaws with respect to the construction maintenance and use of water fittings so as to prevent waste misuse undue consumption or contamination of the water of the Company to be observed by persons supplied with such water Provided always that any such regulations shall apply only in the case of premises to which the Company are bound to afford and do in fact afford or are prepared on demand to afford a constant supply and shall not take effect unless and until they have been submitted to and confirmed by the Local Government Board The Company shall on payment of such sum not exceeding twopence as they may demand furnish a copy of the same to any consumer of water who may require the same Any such byelaws shall not be confirmed until after the expiration of one month after notice in writing to submit the same for confirmation together with a copy of the proposed byelaws has been given to the sanitary authorities within the limits of supply who may within the said period of one month make such representations to the Local Government Board as they see fit :

(2) The Company may by any such byelaws as aforesaid direct the use and prescribe the size nature strength materials workmanship and the mode of arrangement connexion disconnexion alteration and repair of pipes valves cocks tanks cisterns baths soil-pans waterclosets and other apparatus or receptacles for conveying delivering receiving and measuring water and may interdict any arrangement and use of any pipe valve cock tank cistern bath soil-pan watercloset or other apparatus or receptacle likely to occasion waste misuse undue consumption erroneous measurement or contamination of water :

(3) In case of the failure of any person to observe any byelaws for the time being in force the Company may if they think fit after twenty-four hours' notice in writing enter and by or under the direction of their authorised officer repair replace or alter any pipe valve cock tank cistern bath soil-pan watercloset or other apparatus or receptacle belonging to or used by any persons supplied by them and the expense of every

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repair replacement or alteration shall be repaid to the Company by the person on whose credit the water is supplied and may be recovered from him as water rent is recoverable :

(4) A printed copy of the byelaws purporting to have been made as aforesaid by the Company and to be sealed with the seal of the Company shall be taken to be proof of the due making publication and existence of such byelaws until the contrary be shown and any person who shall offend against any such byelaws shall be liable to a penalty not exceeding five pounds and to a further penalty not exceeding forty shillings for every day or part of a day such offence shall occur after conviction therefor.

Entry on premises to repair pipes fittings &c.

**81.** In all cases in which the Company are authorised to alter or repair any pipe valve cock tank cistern bath soil-pan watercloset or other apparatus the Company their agents and workmen may for that purpose and after giving notice as herein-after provided enter into any premises in which any such pipe valve cock tank cistern bath soil-pan watercloset or other apparatus is placed between the hours of nine in the forenoon and four in the afternoon.

Entry on unoccupied premises to cut off pipes after notice given.

**82.** In all cases in which any premises which shall have been supplied with water or gas by the Company shall have become unoccupied the Company their agents and workmen (after giving forty-eight hours' notice in writing to the owner of such premises) may enter into any such premises between the hours of nine of the clock in the forenoon and four of the clock in the afternoon for the purpose of cutting off any pipes by which the water or gas of the Company shall be conveyed to such premises and may remove any pipe fittings and apparatus the property of the Company repairing all damage which may be done by such removal.

Company not bound to supply several houses by one pipe.

**83.** The Company shall not be bound to supply with water more than one house by means of the same communication pipe and they may if they think fit require that a separate pipe be laid from the main pipe into each house supplied by them with water.

Incoming tenant not liable for arrears.

**84.** The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of water rent left unpaid by any former tenant unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Power to refuse to supply gas to

**85.** If a person requiring a supply of gas from the Company has previously quitted premises at which gas was supplied to him



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by the Company without paying all gas or meter rent due from him the Company may refuse to furnish him a supply of gas until he pays the same. persons in debt for other property.

**86.** A notice to the Company from a consumer for the discontinuance of a supply of water or gas shall not be of any effect unless it be in writing and be left at or sent by post to the office for the time being of the Company. Notice of discontinuance.

**87.** The Company may enter into and carry into effect agreements with any county council local or sanitary authority or any company bodies or persons for the supply of water or gas beyond the limits of this Act to any such council local or sanitary authority company bodies or persons respectively in bulk for any purpose and for such remuneration and on such terms and conditions and for such period as may be agreed upon. Provided that the Company shall not supply water in bulk to any such council local or sanitary authority or any company bodies or persons beyond the limits of this Act except with the consent of the local authority or of any company supplying water under Parliamentary authority within the district to be supplied nor to any person within those limits for other than domestic purposes if and so long as in either case the affording such supply would interfere with the supply of water for domestic purposes within the limits of this Act. Contracts for supplying water or gas in bulk. Domestic supply of water not to be interfered with.

**88.** The agreement dated the fifth day of February one thousand eight hundred and ninety-eight between Jonathan Williams David Stephen Jones and John Llewellyn for and on behalf of themselves and other promoters of the Bill for this Act of the one part and the Caerphilly Urban District Council of the other part providing for the laying of mains and supplying water and gas in the district of the said district council and for the sale and purchase of any waterworks therein a copy of which is set forth in the Fifth Schedule to this Act is hereby confirmed and made binding upon the Company and the said district council as if the Company had been parties to the said agreement and the same had been under their common seal. Confirming scheduled agreement with Caerphilly Urban District Council.

**89.** The agreement dated the twenty-fourth day of January one thousand eight hundred and ninety-eight between Jonathan Williams David Stephen Jones and John Llewellyn for and on behalf of themselves and other the promoters of the Bill for this Act of the one part and the urban district council of Bedwelty of the other part providing for a supply of water in bulk by the Company to the said district council a copy of which is set forth Confirming scheduled agreement with urban district council of Bedwelty.

A.D. 1898. in the Sixth Schedule to this Act is hereby confirmed and made binding upon the Company and the said district council as if the Company had been parties to the said agreement and the same had been under their common seal.

Confirming  
scheduled  
agreement  
with  
Rhymney  
Urban  
District  
Council.

90. The agreement dated the nineteenth day of January one thousand eight hundred and ninety-eight between Jonathan Williams David Stephen Jones and John Llewellyn for and on behalf of themselves and other the promoters of the Bill for this Act of the one part and the Rhymney Urban District Council of the other part with respect to a supply of water and gas to the district of the said council a copy of which is set forth in the Seventh Schedule to this Act is hereby confirmed and made binding upon the Company and the said district council as if the Company had been parties to the said agreement and the same had been under their common seal.

Confirming  
scheduled  
agreement  
with  
Gelligaer  
and Rhigos  
Rural  
District  
Council.

91. The agreement dated the thirty-first day of January one thousand eight hundred and ninety-eight between Jonathan Williams David Stephen Jones and John Llewellyn for and on behalf of themselves and other the promoters of the Bill for this Act of the one part and the Gelligaer and Rhigos Rural District Council of the other part providing for a supply of water to the district of the said council and for the purchase of any waterworks now belonging to them a copy of which is set forth in the Eighth Schedule to this Act is hereby confirmed and made binding upon the Company and the said rural district council as if the Company had been parties to the said agreement and the same had been under their common seal.

Liability for  
water rent  
not to  
disqualify  
justices.

92. No justice or judge of any court shall be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any water or gas rent meter rent rate or charge under this Act.

Contents of  
summons &c.

93. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof or in a schedule thereto several sums.

Authentica-  
tion of  
notices &c.

94. If any summons warrant demand or notice or other document to be issued or given for any of the purposes of this Act require authentication by the Company the signature thereof by the secretary of the Company shall be sufficient.

Penalties not  
cumulative.

95. Penalties imposed under this Act and the Acts wholly or in part incorporated herewith for one and the same offence shall not be cumulative.



**96.** The Company shall deliver to the registrar of joint stock companies three printed copies of this Act and he shall retain and register the same with the papers of the Rhymney Gas Company Limited the Caerphilly Gaslight and Coke and Waterworks Company Limited and the new Tredegar Gas and Water Company Limited and if such copies are not so delivered within three months from the passing of this Act the Company shall incur a penalty not exceeding two pounds for every day after the expiration of the three months during which the default continues and any director or manager of the Company who knowingly and wilfully authorises such default shall incur the like penalty Every penalty under this section shall be recoverable summarily.

Act to be registered by Registrar of Joint Stock Companies.

**97.** The period limited by the Rhymney Valley Gas and Water Act 1892 for the construction and completion of the waterworks thereby authorised as extended by the Rhymney Valley Gas and Water Act 1897 is hereby extended for a period of two years from the passing of this Act.

Extension of time for completion of works under Act of 1892.

**98.** For the protection of the Most Honourable Henry Adéibert Wellington Fitzroy Somerset Marquis of Worcester his heirs successors in estate and assigns (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company have effect (that is to say):—

For protection of Marquis of Worcester.

- (1) The Company shall not take any lands of the owner or acquire any easements rights or interests in or over any lands of the owner otherwise than by agreement with the owner and upon such terms as may be agreed between the Company and the owner :
- (2) The Company shall with regard to each of the reservoirs Nos. 1 and 2 by this Act authorised make and complete on or before the completion of and in connexion therewith a properly constructed and sufficient bye-pass and overflow weir of such dimensions that the waters of the said reservoir shall not at any time rise to a greater height than four feet below the top of the embankment of such reservoirs :
- (3) The Company shall at all times maintain the said bye-passes and overflow weirs and any works in connexion therewith in good and substantial repair order and condition :
- (4) The Company shall from time to time make full compensation to the owner and to all other persons for all damage and injury losses and expenses whatsoever as well immediate as consequential which they respectively from time to time may incur or suffer

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by reason of the bursting or giving way or leaking of the reservoirs filter beds service tank aqueduct conduit or lines of pipes by this Act authorised or by any one two or more of such events happening or by reason of the Company at any time hereafter entering upon the owner's land for the purpose of inspecting and carrying into effect or executing any repairs or works required in connexion with such aqueduct conduits or lines of pipes or any other easements which the Company may now or at any future time acquire over the owner's land.

For protection of London and North Western and Rhymney Railway Companies.

**99.** The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") and of the Rhymney Railway Company (herein-after referred to as "the Rhymney Company") and of the North Western Company and the Rhymney Company (herein after referred to as "the joint companies") shall be in force and have effect in respect both of the railways solely and jointly owned by them and shall be binding on the Company:—

- (1) In constructing or laying the aqueduct conduit or line of pipes No. 2 by this Act authorised over the Dowlais Extension Railway of the North Western Company and in constructing so much of the said aqueduct conduit or line of pipes where the same will adjoin and be by the side of the said Dowlais Extension Railway and also in constructing or laying the said aqueduct conduit or line of pipes over the joint companies' railway also in constructing and laying the said aqueduct conduit or line of pipes over and under the main line of railway of the Rhymney Company and also in effecting the maintenance repairs and renewals of the same and in laying down and executing or in effecting the repairs alterations or renewals of any other mains pipes or other works upon across over under alongside or in any way affecting the railways lands or property belonging to or used or occupied by the North Western Company or the Rhymney Company or the joint companies the same shall be done by and in all things at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal engineer of the North Western Company or of the Rhymney Company or of the engineers of the joint companies as the case may be and according to plans and sections to be submitted to and approved by him or them before any such works shall be executed and the Company shall restore and make good the roads over or under any bridges level crossings and approaches which the North Western Company or the Rhymney Company



or the joint companies are or may be liable to maintain and which may be disturbed or interfered with by or owing to any of the operations of the Company and all such works matters and things shall be constructed executed and done so as not to cause any injury to such railways bridges level crossings approaches viaducts stations works lands or property or interruption to the passage or conduct of the traffic over such railways or at any station thereon and if any injury or interruption shall arise from or be in any way owing to any of the acts operations matters and things aforesaid or the bursting leakage or failure of the said aqueduct conduit or line of pipes or any other mains pipes or works under or near to any railway or siding bridge or level crossing the Company shall make compensation in respect thereof to the North Western Company or the Rhymney Company or the joint companies as the case may be :

A.D. 1898.

Section 100

- (2) The said aqueduct conduit or line of pipes No. 2 shall for its entire length over the railways of the North Western Company and the Rhymney Company and of the joint companies and for twenty-five feet on each side thereof be of such materials dimensions quality and thickness as the said principal engineer of the North Western Company or of the Rhymney Company or the engineers of the joint companies as the case may be shall in writing reasonably require The North Western Company shall not at any time hereafter be or become liable to contribute towards the cost of sewerage levelling paving metalling and flagging channelling or otherwise making good or maintaining the carriage road described and authorised by subsection 5 of the section of this Act the marginal note of which is "Power to construct waterworks" by reason of their railways lands or premises fronting adjoining or abutting on such road.

**100.** If and so long as the Merthyr Tydfil Urban District Council supply water to the villages of Bedlinog and Trelewis in the parish of Gelligaer pursuant to agreement between the said urban district council and the Gelligaer and Rhigos Rural District Council dated the sixth day of October one thousand eight hundred and ninety-seven the Company shall not supply or interfere with the supply of water to those villages.

Saving for Merthyr Urban District Council

**101.** All costs charges and expenses of and incident to the applying for preparing obtaining and passing of this Act and otherwise in relation thereto shall be paid by the Company.

Costs of Act.

A.D. 1898.

The SCHEDULES referred to in the foregoing Act.

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THE FIRST SCHEDULE.

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GAS LANDS.

1. Certain lands situate near Pontlottyn Bridge Rhymney in the parish of Bedwellty in the county of Monmouth extending to half an acre or thereabouts belonging or reputed to belong to and occupied by the Rhymney Gas Company Limited and upon which the gasworks of that Company are situate.
2. Certain lands numbered 577 on the 25-inch Ordnance map situate at or near New Tredegar in the parish of Gelligaer in the county of Glamorgan extending to half an acre or thereabouts belonging or reputed to belong to and occupied by the New Tredegar Gas and Water Company Limited and upon which the gasworks of that Company are situate.
3. Certain lands numbered 1498 on the 25-inch Ordnance map situated at Bargoed in the parish of Gelligaer in the county of Glamorgan extending to half an acre or thereabouts belonging or reputed to belong to and occupied by the Rhymney Valley Gas and Water Company and upon which the gasworks of that Company are situate.
4. Certain lands numbered 2698 and 2699 on the 25-inch Ordnance map situated at Hengoed in the said parish of Gelligaer extending to three-quarters of an acre or thereabouts belonging or reputed to belong to the Rhymney Valley Gas and Water Company and upon which the gasworks of that Company are situate.
5. Certain lands numbered 2131a on the 25-inch Ordnance map situate near Caerphilly in the parish of Eglwysilan in the county of Glamorgan extending to one quarter of an acre or thereabouts belonging or reputed to belong to and occupied by the Caerphilly Gaslight Coke and Water Company Limited and upon which the gasworks of that Company are situate.

ADDITIONAL GAS LANDS.

6. Certain lands situate in the parish of Eglwysilan in the county of Glamorgan one acre or thereabouts in extent bounded on the north partly by the property of the Caerphilly Gaslight Coke and Water Company Limited and partly by land belonging or reputed to belong to Harry St. Aubyn Goodrich on the east by the brook called the Nant Gledyr on the south by property belonging or reputed to belong to the said Harry St. Aubyn Goodrich and on the west by the public road leading from Caerphilly to Newport and being part of the inclosure numbered 2132 on the 25-inch Ordnance map.
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THE SECOND SCHEDULE.

A.D. 1898.

AN AGREEMENT made this 10th day of February 1898 between ARTHUR PERKINS JAMES of Cardiff in the county of Glamorgan solicitor on behalf of the promoters of the Rhymney and Aber Valleys Gas and Water Bill (herein-after called "the promoters") of the one part and the RHYMNEY GAS COMPANY LIMITED (herein-after called "the Rhymney Gas Company") of the other part.

WHEREAS a Bill is being promoted in Parliament in the present session intituled "Rhymney and Aber Valleys Gas and Water" for the purposes (amongst others) of incorporating a company to be called "the Rhymney and Aber Valleys Gas and Water Company" (herein-after called "the Rhymney Company") and of authorising the Rhymney Company to purchase (inter alia) the gasworks mains or pipes lands property agreements plants stores works and conveniences of the Rhymney Gas Company :

Now it is agreed as follows :—

1. The Rhymney Gas Company shall in the event of the said Bill passing into law and becoming an Act sell to the Rhymney Company and the Rhymney Company shall purchase all the gasworks mains and pipes lands property agreements leases plant stores works and conveniences of and belonging to the Rhymney Gas Company for the price of 20475*l.* and such further sum as shall be the amount of any capital expenditure made in respect of new works executed after the 31st day of December 1897 and on or before the 29th day of September 1898 but after the date of this agreement no expenditure on capital account shall be incurred by the Rhymney Gas Company nor shall they enter into any contract or engagement to do any act other than such as may be necessary to be made or done in the ordinary carrying on of their business without the previous express sanction of the promoters of the said Rhymney and Aber Valleys Gas and Water Bill.

2. The Rhymney Gas Company shall be paid by the Rhymney Company the said price of 20475*l.* in cash or at the option of the Rhymney Company one moiety thereof in cash and the other moiety by the allotment to the holders of shares in the Rhymney Gas Company at the date of transfer of 4 per cent. debenture stock as follows (namely) For every 5*l.* share of the said moiety the sum of 1*l.* 5*s.* 0*d.* 4 per cent. debenture stock in the Rhymney Company and in the same proportion for every 2*l.* 10*s.* 0*d.* share of the said moiety The Rhymney Gas Company shall be paid in cash by the Rhymney Company such further sum as may be ascertained to have been the amount of any capital expenditure made in respect of new works as aforesaid The Rhymney Company shall also pay to the Rhymney Gas Company the value of all stock in trade pipes meters coals and effects of the Company at the date of transfer the amount to be ascertained by valuation in the usual way.

[Ch. ccxlv.] *Rhymney and Aber Valleys Gas and Water Act, 1898.* [61 & 62 VICT.]

A.D. 1898.

3. The Rhymney Gas Company shall up to the date of completion of the purchase carry on and manage their undertaking and the supply of gas according to their ordinary course of business and shall make all payments and declare and pay dividends as hitherto and shall make such extensions with such sanction as aforesaid and generally act in their business for the benefit of the undertaking as if the same were being carried on for the benefit of their shareholders.

4. The purchase shall be completed and the said price paid and debentures issued as aforesaid on or before the 29th day of September 1898.

5. The rents and profits shall be received and the outgoings debts and pecuniary liabilities in respect of the purchased premises shall be discharged by the Rhymney Gas Company up to the date of completion and as from that date by the Rhymney Company.

6. If from any cause the purchase be not completed on the said 29th day of September 1898 the Rhymney Company shall as from that date pay the Rhymney Gas Company interest at the rate of 5l. per centum per annum upon the said price.

7. All contracts or engagements entered into by the Rhymney Gas Company for the supply of gas which may be in force on the said 29th day of September 1898 shall be taken over by the Rhymney Company. The deed for securing the debentures by this agreement to be issued to the Rhymney Gas Company shall be settled by counsel (Mr. A. J. Ram for the Rhymney Gas Company and Mr. Joseph Shaw for the Rhymney Company).

8. Upon the issue by the Rhymney Company of the debentures representing the moiety of the said purchase price as aforesaid and upon payment of such sums of money as are hereby required to be paid in cash the Rhymney Gas Company and all necessary parties shall execute all proper and reasonable deeds of assignment to the Rhymney Company of the lands property matters and things hereby agreed to be sold and purchased and the Rhymney Company shall thereupon be let into possession of the same and shall thenceforth assume and retain all rights duties privileges and powers of the Rhymney Gas Company and the Rhymney Gas Company shall hand over to the Rhymney Company all conveyances deeds muniments of title contracts agreements instruments and documents relating to the lands property matters and things hereby agreed to be sold and purchased.

10. The Rhymney Company shall pay to the Rhymney Gas Company all the costs of and incidental to this agreement and the purchase and sale hereby contemplated and also all costs and charges in connexion with the opposition by the Rhymney Gas Company against the Rhymney and Aber Valleys Gas and Water Bill 1898.

11. If any doubt difference question or dispute shall hereafter arise between the Rhymney Gas Company and the Rhymney Company relating to this agreement or the construction thereof the same shall be referred to arbitration in manner provided by the Arbitration Act 1889.

12. This agreement shall subject to the sanction of Parliament be scheduled to and confirmed and made binding on the parties hereto and the Rhymney Company by the said Bill and is made subject to such alterations as Parliament may think fit to make therein but if any material alteration be



made by Parliament in this agreement it shall be competent to either the promoters or the Rhymney Gas Company to withdraw the agreement from the said Bill.

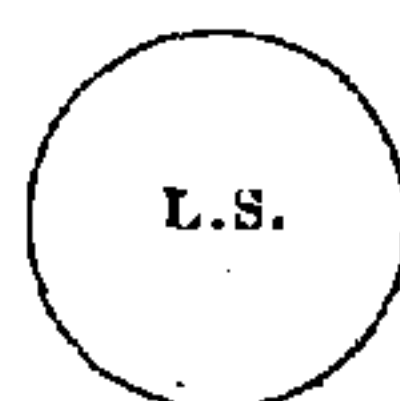
A.D. 1898.

As witness the hand of the said Arthur Perkins James and the common seal of the said Rhymney Gas Company Limited was affixed hereto at a meeting of directors this day held.

JENKIN MATHEWS  
Chairman

DAVID MORGAN  
WILLIAM HILEY  
ALEX. BRUNDRETH } Directors

DAVID LEWIS Secretary.



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### THE THIRD SCHEDULE.

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AN AGREEMENT made the 10th day of February 1898 between JONATHAN WILLIAMS of Bargoed in the county of Glamorgan colliery proprietor DAVID STEPHEN JONES of Bargoed aforesaid Grocer and JOHN LLEWELLYN of Bargoed aforesaid agent for and on behalf of themselves and other promoters of the Rhymney and Aber Valleys Gas and Water Bill (herein-after called "the promoters") of the one part and the CAERPHILLY GASLIGHT AND COKE AND WATERWORKS COMPANY LIMITED (herein-after called "the Caerphilly Company") of the other part.

WHEREAS application to Parliament is intended to be made by the promoters in the ensuing session for leave to bring in a Bill intituled "the Rhymney and Aber Valleys Gas and Water Bill" for the purposes (amongst others) of incorporating the Rhymney and Aber Valleys Gas and Water Company (herein-after called "the Rhymney Company") and for conferring powers on the Rhymney Company to construct acquire and maintain certain works for the supply of gas and water to certain parishes and places to purchase certain gas and water undertakings and for other purposes:

And whereas the said Bill proposes to authorise the transfer to and purchase by the Rhymney Company of the gasworks and property of the Caerphilly Company:

A.D. 1898. — And whereas the Rhymney Company have agreed with the Caerphilly Company to purchase their property upon the terms and conditions herein-after provided in the event of the said Bill passing into law:

Now it is agreed as follows:—

1. The Caerphilly Company shall in the event of the said Bill passing into law and becoming an Act sell and transfer to the Rhymney Company and the Rhymney Company shall purchase and acquire all the lands property gasworks waterworks (if any) mains and pipes and other works and conveniences of the Caerphilly Company for the consideration and upon the terms and conditions herein-after contained.

2. The consideration or price for the said sale or transfer shall be 6000*l.* to be paid in cash or by the issue of shares or partly in one or partly in the other manner as by this agreement provided.

3. The purchase shall be completed and the price or consideration paid and given in accordance with this agreement on the 1st day of January 1899 or such later date as may be agreed between the Rhymney Company and the Caerphilly Company (which date for completion is herein-after called "the transfer day").

4. Any shareholder of the Caerphilly Company desirous of receiving fully paid-up shares in the capital of the Rhymney Company in lieu of cash shall give to the Rhymney Company notice in writing to that effect on or before the 15th day of December 1898.

5. The Rhymney Company shall upon the transfer day issue to every shareholder of the Caerphilly Company who shall have requested to be paid in fully paid-up shares one fully paid-up 10*l.* share in the ordinary capital of the Rhymney Company entitled to maximum dividend for every 5*l.* share in the capital of the Caerphilly Company held by such shareholder and shall pay to every shareholder of the Caerphilly Company who shall not have requested payment in shares the sum of 10*l.* in cash in respect of every 5*l.* share in the capital of the Caerphilly Company held by such shareholder. Every fully paid-up share issued in accordance with the foregoing provisions of this agreement shall be registered and the certificates thereof issued free of charge.

6. The Caerphilly Company shall up to the transfer day carry on and manage their undertaking and supply gas according to their usual course of business.

7. The gas rents and profits accrued or accruing due up to the transfer day shall be received by the Caerphilly Company who shall apply the same to the discharge of their outgoings debts and pecuniary liabilities properly attributable to revenue account due or incurred to that date and distribute the balance as dividend amongst the shareholders in that Company.

8. All debts liabilities contracts and obligations of the Caerphilly Company (except the outgoings debts and pecuniary liabilities so far as discharged by the Caerphilly Company as aforesaid) shall as between the Caerphilly Company



and the Rhymney Company be taken over and assumed by the Rhymney Company and discharged and fulfilled by them and the Rhymney Company shall effectually indemnify the Caerphilly Company against all actions suits claims or demands whatsoever for or in respect thereof.

A.D. 1898.

9. In the event of the purchase not being completed on the transfer day this agreement shall cease except as regards paragraphs 10 and 11 hereof.

10. The Rhymney Company shall pay all reasonable costs charges and expenses of and incidental to—

- (1) The promotion by the Caerphilly Company of the provisional order promoted by them in the present session of Parliament up to the 25th day of November 1897;
- (2) The negotiation for completion and confirmation of this agreement and the watching and ensuring the amendment of the Rhymney Company's Bill so as to accord with the terms hereof;
- (3) The winding up of the affairs of the Caerphilly Company.

11. The powers of the Rhymney Company under the Bill shall not be exercised within the town ward of the Caerphilly Urban District and hamlet of Van until the purchase is actually completed and in the event of the purchase not being completed on the transfer day the powers of the Rhymney Company in relation to the said ward and hamlet shall cease and the same shall no longer be deemed to be included within the limits of supply of the Rhymney Company as defined by the said Bill. The said Bill shall be amended to give effect to this provision and to prohibit the supply of gas within the said ward or hamlet by the Rhymney Company without the consent of the Caerphilly Company.

12. The Bill shall be amended so as to accord with the provisions of this agreement.

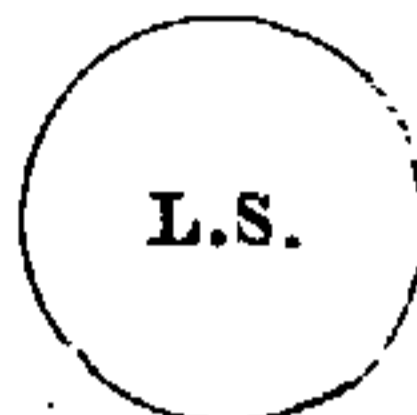
13. This agreement shall be scheduled to and confirmed by the Bill and made binding upon the Rhymney Company and Caerphilly Company respectively by the said Bill and all necessary provisions shall be inserted in the Bill for enabling full effect to be given to this agreement and this agreement is made subject to such alterations (if any) as Parliament may think fit to make therein but should any material alterations be made by Parliament either the promoters or the Caerphilly Company may withdraw the agreement from the Bill and in that event the Bill shall be amended so as to exclude the aforesaid ward and hamlet from the district of supply of the Rhymney Company and to prohibit the supply by that Company within the said ward and hamlet without the consent of the Caerphilly Company and all powers with respect to the purchase of the undertaking of the Caerphilly Company shall be omitted from the Bill.

14. If any question or difference shall arise between the Caerphilly Company and the Rhymney Company relating to this agreement or the construction or meaning thereof or as to the performance and carrying out of the same by either party or the amendments to be made in the Bill such question or

A.D. 1898. difference shall be referred to arbitration in manner provided by the Arbitration Act 1889.

In witness whereof the common seal of the Caerphilly Gaslight and Coke and Waterworks Company Limited has been hereto affixed and the said parties hereto of the first part have hereunto set their hands the day and year first above written.

The common seal of the Caerphilly Gaslight and Coke and Waterworks Company Limited was affixed hereto in the presence of



HENRY ANTHONY  
DAVID MORGAN  
THOMAS EVANS  
O. P. EDMUNDS  
C. STUART GOODFELLOW  
Directors  
Secretary

Witness to the signatures of Jonathan Williams and David Stephen Jones  
J. PROSSER JONES  
Clerk to Messrs. FRANK JAMES & SONS  
Solicitors Cardiff  
JONATHAN WILLIAMS  
DAVID STEPHEN JONES

Witness to the signature of John Llewellyn  
ARTHUR P. JAMES  
Solicitor Cardiff  
JOHN LLEWELLYN.

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THE FOURTH SCHEDULE.

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AN AGREEMENT made the 10th day of February 1898 between JONATHAN WILLIAMS of Bargoed in the county of Glamorgan colliery proprietor DAVID STEPHEN JONES of Bargoed aforesaid grocer and JOHN LLEWELLYN of Bargoed aforesaid agent for and on behalf of themselves and others the promoters of the Rhymney and Aber Valleys Gas and Water Bill (herein-after called "the promoters") of the one part and the NEW TREDEGAR GAS AND WATER COMPANY LIMITED (herein-after called "the New Tredegar Company") of the other part.

WHEREAS application to Parliament is intended to be made in the ensuing session for leave to bring in a Bill intituled "the Rhymney and Aber Valleys Gas and Water Bill" for the purposes (amongst others) of incorporating the



Rhymney and Aber Valleys Gas and Water Company (herein-after called "the Company") for conferring powers on the Company to construct acquire and maintain works for the supply of gas and water to certain parishes and places to purchase certain existing gas and water undertakings and for other purposes:

A.D. 1898.

And whereas the Company have agreed with the New Tredegar Company in the event of the said Bill passing into law to supply them with sufficient water for their district at the prices and upon the terms and conditions herein-after provided:

Now it is hereby agreed as follows:—

1. The Company shall as and when required by the New Tredegar Company supply the New Tredegar Company with water in bulk for the domestic supply of their district at the rates and charges herein-after specified.

2. The water shall be supplied from the Company's water main when laid and from such points on the main within the district of the New Tredegar Company as may be decided on by the Company and the New Tredegar Company and in case of dispute the same shall be determined by arbitration as herein-after mentioned and the water so supplied shall pass through a meter or meters to be provided by the New Tredegar Company and maintained by them such meter or meters to be of a type approved by the Company.

3. The rates or charges to be paid by the New Tredegar Company to the Company for the water so supplied shall be as follows:—

For every 1000 imperial gallons of water passed from the Company's main through the said meter or meters up to and including 10000000 gallons or any fraction of such quantity the sum of 5*d.* per 1000 gallons:

For every 1000 gallons exceeding 10000000 gallons the sum of 4*d.* per 1000 gallons it being distinctly agreed that in any event the rate or charge for the first 10000000 gallons to be supplied shall be and remain at 5*d.* per 1000 gallons and the reduced rate of 4*d.* to apply only to the quantity of water taken in excess of the first 10000000 gallons.

4. The supply of water to be furnished by the Company to the New Tredegar Company shall commence and be given if required within three months after the completion of the construction of the reservoirs to be authorised by the Bill.

5. The New Tredegar Company shall if required by the promoters petition Parliament in favour of the said Bill and will support the same in its passage through Parliament by authorising their chairman and officials to give evidence in favour before a Committee of either House the costs of and incident thereto to be borne by the Company.

6. If any difference or dispute shall hereafter arise between the Company and the New Tredegar Company relating to this agreement or the intent and meaning thereof the same shall on the application of either party be referred to arbitration in manner provided by the Arbitration Act 1889.

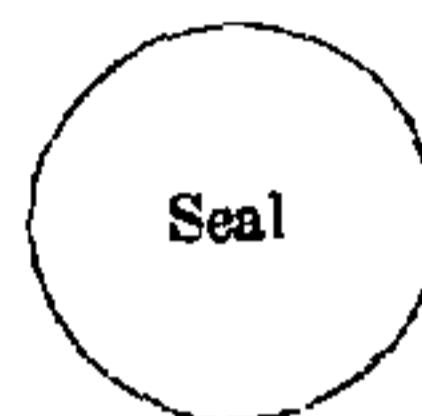
7. This agreement shall with the sanction of Parliament be scheduled to and confirmed and made binding on the parties hereto by the said Bill and it is

[Ch. ccxlv.] *Rhymney and Aber Valleys Gas and Water Act, 1898.* [61 & 62 VICT.]

A.D. 1898. made subject to such alterations as Parliament may think fit to make therein.

In witness whereof the said Jonathan Williams David Stephen Jones and John Llewellyn have hereunto set their hands and the said New Tredegar Gas and Water Company Limited have hereunto affixed their common seal the day and year first above written.

The common seal of the New Tredegar Gas and Water Company Limited was hereunto affixed in the presence of



N. PHILLIPS Chairman  
CALEB TILLOTT Managing Director  
DAVID WILLIAM PRICE Director.

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THE FIFTH SCHEDULE.

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AGREEMENT made the 5th day of February 1898 between JONATHAN WILLIAMS of Bargoed in the county of Glamorgan colliery proprietor DAVID STEPHEN JONES of Bargoed aforesaid grocer and JOHN LLEWELLYN of Bargoed aforesaid agent (for and on behalf of themselves and other the promoters of the Rhymney and Aber Valleys Gas and Water Bill and herein-after called "the promoters") of the one part and the CAERPHILLY URBAN DISTRICT COUNCIL (herein-after called "the council") of the other part.

WHEREAS application is intended to be made to Parliament in the ensuing session for leave to bring in a Bill entitled "the Rhymney and Aber Valleys Gas and Water Bill" for the purposes amongst others of incorporating the Rhymney and Aber Valleys Gas and Water Company (herein-after called "the Company") and for conferring powers on the Company to construct and acquire and maintain the works for the supply of gas and water to certain parishes and places the purchase of certain gas and water undertakings and for other purposes :

And whereas the said Bill proposes to authorise the Company to supply water for domestic trade and public purposes to amongst other parishes and places portion of the district or area within the jurisdiction of the council :

Now it is hereby agreed as follows :—

1. In the event of the said Bill passing into law the Company shall within twelve months from the date of the said Bill becoming an Act (unless prevented



A.D. 1898.

by frost accident or other unavoidable cause and in such an event then in such further time as may be agreed upon having regard to the nature of the cause or causes of delay which in case of difference shall be settled by arbitration as herein-after provided) lay their permanent mains to and through the following places viz. Ystradmynach Llanbradach Caerphilly Aber Senghenydd and with branches along any public roads with 300 yards of the mains to these places And also lay a main to and through Groeswen and also to Bedda for the purposes of supplying the proposed new fever hospital and any dwelling-house along the route thereof.

2. The Company shall within five years from the passing of the Act complete one at least of the proposed reservoirs described in the Bill and have a supply of water equal to twenty gallons a head per day laid on and available for all consumers in that part of the council's district within the Company's limits of supply and the mains or conduit pipes leading from the said reservoir shall be of not less than nine inches internal diameter down to the point at which the road branches to Caerphilly and Aber Valley respectively and of not less than six inches internal diameter from such point to Caerphilly and Senghenydd respectively and shall be so laid as to ensure a pressure up to 900 feet above Ordnance datum.

3. Within twelve months (or within such further time as mentioned in Article 1) from the date of the said Bill becoming an Act the Company shall lay on to and through the council's district as mentioned in Article 1 as good a supply of water as they can from the present sources of the Rhymney Valley Gas and Water Company and from such other sources as they are able to secure for temporary use.

4. Until the new reservoirs described in the Bill or one of them shall be completed and the mains laid as provided by Article 2 and the water from the said reservoirs or reservoir shall be laid on and available for the supply of the council's district (as mentioned in Article 1) the Company shall in the event of their having to put the said district on short supply make a reasonable deduction in their rates to consumers during such period of short supply such deduction in case of dispute to be settled by arbitration as herein-after provided.

5. Should the Company fail to lay their permanent mains as herein-before provided and within the period herein-before mentioned their powers within the council's district shall cease to exist except as to such portion as is now within the limits of supply of the Rhymney Valley Gas and Water Company and the Bill shall be amended to the satisfaction of the council to give effect to this Article.

6. Should the Company fail to complete one of the new reservoirs described in their Bill and to have the water laid on from the same as aforesaid within five years from the said Bill becoming an Act their powers within the council's district except as aforesaid shall cease to exist and the Bill shall be amended to the satisfaction of the council so as to give effect to this stipulation and the Company shall if required by the council so to do sell to the council all works

[Ch. ccxlv.] *Rhymney and Aber Valleys Gas and Water Act, 1898.* [61 & 62 VICT.]

A.D. 1898. — and mains in the council's district which the council may desire to buy at cost price less a sum for depreciation if any.

7. The Company shall buy such of the present waterworks and mains of the council as the council may desire to sell at a price equal to the cost of such works and mains to the council such cost not to exceed in any event the sum of 2500*l.*

8. The Company shall supply to the council a reasonable quantity of water for flushing sewers and for street watering in that part of the council's district within the Company's limits of supply free of cost but subject however to the domestic and trade supply of the whole of the Company's area of supply but in case of drought only by consent of the Company.

9. The Company shall supply to the council water for extinguishing fires free of cost.

10. The maximum price for gas for public lighting shall be 4*s.* 6*d.* per 1000 cubic feet and in no case shall it be higher than 10 per cent. below the general charge made to private consumers.

11. The costs of and incidental to this agreement shall be paid by the Company.

12. The council shall be at liberty to present petitions in both or either of the Houses of Parliament for securing such amendments as may be necessary for giving effect to this agreement and against any alterations being made in the Bill to their prejudice and the promoters or if the Bill pass the Company shall pay to the council their costs of or in reference to such petitions or petition including the fees and charges of counsel solicitors Parliamentary agents and witnesses Subject to the foregoing stipulation the council shall not oppose the Bill.

13. The Company shall if requested by the promoters present a petition to each House of Parliament in favour of the Bill subject to the provisions contained in this agreement and support the same subject as aforesaid in its passage through Parliament and authorise the chairman and officials to give evidence before Committees of both Houses Any such petition as aforesaid may pray that no alteration may be made in the Bill to the prejudice of the council or the inhabitants of the district The promoters shall pay all expenses of solicitors counsel parliamentary agents and witnesses or otherwise in connexion with any such petition as aforesaid whether the Bill pass or not.

14. Where by this agreement any time is limited for the doing of anything by the Company time shall be deemed to be of the essence of the contract.

15. If any dispute or difference shall hereafter arise between the Company and the council relating to this agreement or the construction thereof or anything to be done thereunder the same shall be referred to or directed by a single arbitrator to be agreed upon between the Company and the council or in default of agreement to a single arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and in other respects in manner provided by the Arbitration Act 1889.



A.D. 1898.

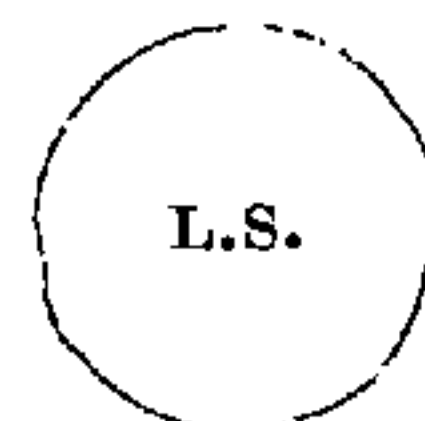
16. This agreement shall be scheduled to and confirmed and made binding on the Company and the council by the said Bill and is made subject to such alterations as Parliament may think fit to make therein.

In witness whereof the promoters have hereunto set their hands and the council hath hereunto caused its common seal to be affixed the day and year first before written.

The common seal of the Caerphilly Urban District Council was hereunto affixed by order of the council this 5th day of February 1898 in the presence of

HENRY ANTHONY Chairman  
JOHN EVANS

Clerk to Mr. W. SPICKETT Clerk to the  
Caerphilly Urban District Council.



Witness to the signatures of Jonathan Williams and David Stephen Jones

J. PROSSER JONES

Clerk to Messrs. FRANK JAMES & SONS

Solicitors Cardiff

JONATHAN WILLIAMS  
DAVID STEPHEN JONES

Witness to the signature of John Llewellyn

ARTHUR P. JAMES

Solicitor Cardiff

JOHN LLEWELLYN.

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### THE SIXTH SCHEDULE.

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AGREEMENT made the 24th day of January 1898 between JONATHAN WILLIAMS of Bargoed in the county of Glamorgan colliery proprietor DAVID STEPHEN JONES of Bargoed aforesaid grocer and JOHN LLEWELLYN of Bargoed aforesaid agent (for and on behalf of themselves and others the promoters of the Rhymney and Aber Valleys Gas and Water Bill and herein-after called "the promoters") of the one part and the URBAN DISTRICT COUNCIL FOR THE URBAN DISTRICT OF BEDWELTY in the county of Monmouth (who and whose successors are herein-after called "the council") of the other part.

WHEREAS application is intended to be made to Parliament in the ensuing session for leave to bring in a Bill intituled "the Rhymney and Aber Valleys Gas and Water Bill" for the purposes (amongst others) of incorporating the Rhymney and Aber Valleys Gas and Water Company (herein-after called "the Company") and for conferring powers on the Company to construct acquire and maintain certain works for the supply of gas and water to certain parishes

A.D. 1898. and places the purchase of certain existing gas and water undertakings and for other purposes :

And whereas the said Bill proposes to authorise the Company to supply water for domestic trade and public purposes to the inhabitants and local authorities of certain parishes and places including the council if they should require it for that part of the council's district comprised in the statutory area of the New Tredegar Gas and Water Company upon the council giving the Company written notice that they require such supply as herein-after contained :

And whereas the Company have agreed with the council in the event of the said Bill passing into law to supply water to that part of the council's district which is within the said statutory area and in the event of the New Tredegar Gas and Water Company failing to supply the said statutory area with a constant sufficient and proper supply of water at the prices and upon the terms and conditions herein-after provided :

Now it is hereby agreed as follows :—

1. The Company shall subject as aforesaid upon receiving three calendar months' notice in writing from the council requiring the Company to supply them with water supply the council with a constant and sufficient and proper supply of water for the statutory area aforesaid by meter in bulk and at the rates and charges herein-after provided but not otherwise.

2. The water shall be supplied from the Company's main when laid upon receipt of such notice as aforesaid and at that point of the council's boundary nearest to such main or as may be decided by the Company and the council and passed through a meter or meters to be provided by the Company and maintained by them of a type approved by the council. If at any time such meter or meters shall be out of repair or in an unfit condition for the purpose for which it is intended the Company shall forthwith put the same in good repair and condition.

3. The rates and charges to be paid by the council to the Company for water so supplied shall be as follows :—

For every thousand imperial gallons of water passed from the Company's main through the said meter or meters up to and including 10000000 gallons per annum or any fraction of such quantity the sum of 5*d.* per thousand gallons for every thousand gallons exceeding 10000000 gallons per annum the sum of 4*d.* per thousand gallons it being distinctly agreed that in any event the rate or charge for the first 10000000 gallons per annum to be supplied shall be and remain at 5*d.* per thousand gallons the reduced rate of 4*d.* to apply only to the quantity of water taken in excess of the first 10000000 gallons per annum.

4. The supply of water to be furnished by the Company to the council shall commence after the completion of the construction of the reservoirs to be authorised by the Bill and after the receipt of the notice provided for in clause 1 of these presents.

5. The council shall petition in favour of the said Bill and will at the expense of the Company support the same in its passage through Parliament by authorising its chairman and officials to give evidence before a Committee of either House if required.



A.D. 1898.

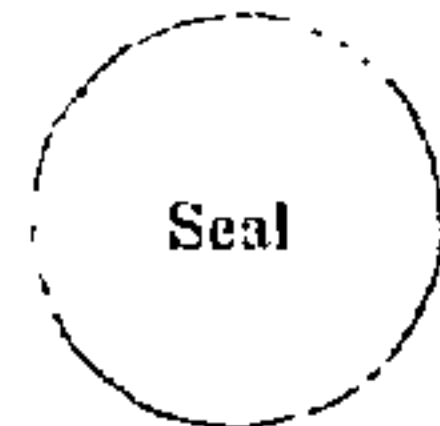
6. If any difference or dispute shall hereafter arise between the Company and the council relating to this agreement or the construction thereof the same shall on the application of either party be referred to arbitration in manner provided by the Public Health Act 1875 or any amendment thereof.

7. These presents so far as regards the supply of water by the Company to the council shall not take effect unless the Rhymney and Aber Valleys Gas and Water Bill 1898 shall receive the Royal Assent nor unless the council give the Company the notice provided for in clause 1 of these presents.

8. This agreement shall if Parliament thinks fit be scheduled to and confirmed and made binding on the parties hereto by the said Bill and is made subject to such alterations as Parliament may think fit to make therein with full power to either party hereto to make void this agreement upon giving written notice to the other party should such alteration be material.

In witness whereof the said parties hereto of the first part have hereunto set their hands and the seal of the said council has been hereunto affixed the day and year first above written.

The common seal of the urban district council of Bedwelty was hereunto affixed in pursuance of a resolution passed by the said council in the presence of



DAVID PHILLIPS Presiding Chairman  
JNO. ALEX. SHEPARD Clerk.

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### THE SEVENTH SCHEDULE.

AN AGREEMENT made the 19th day of January 1898 between JONATHAN WILLIAMS of Bargoed in the county of Glamorgan colliery proprietor DAVID STEPHEN JONES of Bargoed aforesaid grocer and JOHN LLEWELLYN of Bargoed aforesaid agent (for and on behalf of themselves and other the promoters of the Rhymney and Aber Valleys Gas and Water Bill and herein-after called "the promoters") of the one part and the RHYMNEY URBAN DISTRICT COUNCIL (herein-after called "the council") of the other part.

WHEREAS application is intended to be made to Parliament in the ensuing session for leave to bring in a Bill entitled "the Rhymney and Aber Valleys Gas and Water Bill" for the purposes amongst others of incorporating the Rhymney and Aber Valleys Gas and Water Company (herein-after called "the Company") and for conferring powers on the Company to construct and acquire and maintain works for the supply of gas and water to certain parishes and places the purchase of certain gas and water undertakings and for other purposes :

And whereas the said Bill proposes to authorise the Company to supply water for domestic trade and public purposes to amongst other parishes and places the district or area within the jurisdiction of the council :

A.D. 1898. — And whereas the said Bill also proposes to acquire the gasworks and property of the Rhymney Gas Company Limited :

And whereas the Company have agreed with the council that in the event of the said Bill passing into law to supply water to the council at the prices and upon the terms and conditions herein-after provided :

Now it is hereby agreed as follows :—

1. The Company shall supply and the council shall accept and take a supply of filtered water for the domestic supply of their district in bulk at the rates and charges herein-after appearing.

2. The water shall be supplied from the Company's main when laid at or near the carno shop of Messrs. Andrew Buchan and Company situate in Upper High Street Rhymney aforesaid or at such other convenient point in Upper High Street aforesaid as may be decided upon by the Company and passed through a meter or meters to be provided and maintained by the Company and to be of a type approved by the council and fixed by the Company in such a position as may be considered most suitable.

3. The rates and charges to be paid by the council to the Company for the water supplied in any one year shall be the following viz. :—

(A) For every thousand imperial gallons of water passed from the Company's mains through the meter or meters to be provided and fixed as aforesaid up to and including forty million gallons or any fraction of such quantity the sum of fourpence :

(B) For every thousand gallons of water in excess of forty million gallons but not exceeding sixty million gallons the sum of threepence-halfpenny :

(C) For every thousand gallons of water in excess of sixty million gallons the sum of threepence It being distinctly agreed that in any event the rate or charge for the first forty million gallons supplied shall be and remain at fourpence per thousand gallons the reduced rate or charge of threepence-halfpenny and threepence respectively to apply only to the quantity of water supplied in excess of the first forty million gallons or in excess of sixty million gallons respectively as the case may be.

4. The supply of water to be furnished by the Company to the council shall commence and be given immediately upon the Company completing the purchase of the waterworks and property of the Rhymney Iron Company Limited or within three months after the completion of the reservoirs to be authorised by the Bill whichever event shall first happen.

5. The meter or meters shall at all times be open to the inspection and examination of the council who shall be permitted from time to time at reasonable hours in the daytime as they think proper to make tests as to the due accuracy thereof and in case of defect or inaccuracy the Company hereby undertake to immediately repair the same or provide a fresh meter or meters.

6. Payments to be made by the council for the supply of water under these presents shall be due quarterly on quarterly days corresponding with the day on which they shall be first supplied with water as aforesaid and such payments shall be made by the council within one month after the delivery by the Company of the bill of account for the past quarter,



7. In the event of their Bill passing into law and the Company acquiring the gasworks and property of the Rhymney Gas Company Limited the price to be charged by the Company for gas supplied to the inhabitants of the council's district shall not be increased either for public or private lighting beyond the price now charged by the Rhymney Gas Company Limited viz. the sum of four shillings per thousand cubic feet with a discount allowed on the price of the gas consumed by street lamps at the rate of ten per cent. A.D. 1898.

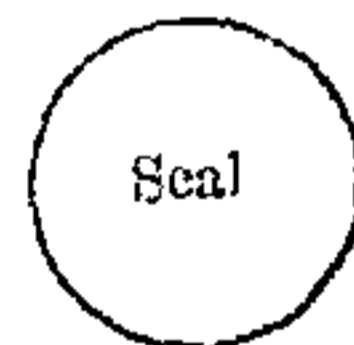
8. The council agree at the expense of the Company to petition in favour of the said Bill and at the like expense to support the same in its passage through Parliament by authorising its chairman and officials to give evidence before a Committee of either House if required by the promoters.

9. If any dispute or difference shall hereafter arise between the Company and the council relating to this agreement or the construction thereof the same shall be referred on the application of either party to arbitration in manner provided by the Arbitration Act 1889.

10. This agreement shall if Parliament thinks fit be scheduled to and confirmed and made binding on the Company and the council by the said Bill and is made subject to such alterations as Parliament may think fit to make therein.

In witness whereof the said parties hereto of the first part have hereunto set their hands and the seal of the said council has been hereunto affixed the day and year first before written.

The common seal of the Rhymney Urban District Council is hereto affixed in the presence of



T. E. JONES Chairman  
LLYWAROH REYNOLDS Clerk.

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### THE EIGHTH SCHEDULE.

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AN AGREEMENT made this 31st day of January 1898 between JONATHAN WILLIAMS of Bargoed in the county of Glamorgan colliery proprietor DAVID STEPHEN JONES of Bargoed aforesaid grocer and JOHN LLEWELLYN of Bargoed aforesaid agent for and on behalf of the promoters of the RHYMNEY and ABER VALLEYS GAS and WATER BILL (herein-after called "the promoters" of the one part and the GELLIGAER and RHIGOS RURAL DISTRICT COUNCIL (herein-after called "the council") of the other part.

WHEREAS a Bill has been presented to Parliament in the present session for the purpose of incorporating the Rhymney and Aber Valleys Gas and Water Company (herein-after called "the Company") for conferring powers on the Company for the construction of works for the supply of gas and water the purchase of certain gas and water undertakings and for other purposes:

[Ch. ccxlv.] *Rhymney and Aber Valleys Gas* [61 & 62 VICT.]  
*and Water Act, 1898.*

A.D. 1898.

And whereas the council have agreed with the Company not to oppose the said Rhymney and Aber Valleys Gas and Water Bill upon the terms and subject to the conditions herein-after expressed :

Now it is hereby agreed as follows :—

1. The Company shall take over and purchase the existing waterworks pipes lands water sources of water agreements rights and privileges plant stores works and conveniences belonging to the council at a valuation to be agreed upon between the parties and in case of difference or dispute the same to be settled by arbitration in manner herein-after provided The purchase is to be made in accordance with the provisions of the Public Health Act 1875 and to be subject to the sanction of the Local Government Board The above-mentioned waterworks to include all reservoirs tanks mains fittings and meters &c. at the following places namely Fochriw Bedlinog and Trelewis.

2. With regard to the water supply of Fochriw and Pentwyn Fochriw the inhabitants of these villages shall be charged for the water supplied by the Company at the existing water rates charged by the council until the Company are actually supplying water to these places from either of their proposed reservoirs above Rhymney Bridge.

3. The Company undertake within one year of the completion of either of the reservoirs intended to be constructed under the powers of the said Bill to give an adequate supply of water to the villages of Gelligaer Bedlinog Trelewis Fochriw and Pentwyn Fochriw such supply to be given by means of pumping if the Company's gravitation works prove not to be at a sufficient elevation and clause 35 of the Waterworks Clauses Act 1847 shall apply to the above-named places notwithstanding the clause of the said Bill the marginal note of which is "Constant supply and pressure" Provided always that if the Company under the powers of the said Bill acquire other works which will enable them to supply the above-named places then in that event they undertake to give such supply within one year of their so acquiring the said last-mentioned works.

4. The Company undertake to give a supply of water to the villages of Troedyrhiwfuwch Tirphil and Brithdir in the event of the New Tredegar Gas and Water Company failing to supply these places after that Company shall have received the statutory notice from the council to supply.

5. The council agree at the expense of the Company to petition in favour of the said Bill and at the like expense to support the same in its passage through Parliament by authorising its chairman and officials to give evidence before a Committee of either House if required by the promoters.

6. If any dispute or difference shall hereafter arise between the Company and the council relating to this agreement or the construction thereof the same shall be referred on the application of either party to arbitration in manner provided by the Arbitration Act 1889.

7. This agreement shall if Parliament thinks fit be scheduled to and confirmed and made binding on the Company and the council by the said Bill and is made subject to such alterations as Parliament may think fit to make therein.



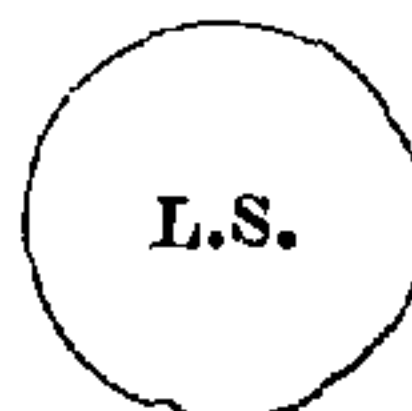
[61 & 62 VICT.] *Rhymney and Aber Valleys Gas* [Ch. ccxlv.]  
*and Water Act, 1898.*

8. The Company at all times to supply water free of charge for the purpose of extinguishing fires which may break out within the said parish of Gelligaer. A.D. 1898.

9. The costs of and incidental to this agreement and of the conveyance or conveyances consequent thereon including the cost of the valuation of any of the council's works or plant shall be borne by the Company.

As witness the hands of the parties of the first part and the seal of the said council.

The common seal of the Gelligaer and Rhigos Rural District Council was hereunto affixed in the presence of



MATTHEW TRURAN Chairman.

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FOR

T. DIGBY FIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

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