

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.



CHAPTER xcvi.

An Act to empower the Corporation of Merthyr Tydfil to
construct additional waterworks and to make further
provision in regard to their water undertaking and for
other purposes. A.D. 1911.
[18th August 1911.]

WHEREAS the borough of Merthyr Tydfil is under the
management of the mayor aldermen and burgesses of
the borough of Merthyr Tydfil (herein-after called "the Corpo-
ration") and is a county borough within the meaning of the
Local Government Act 1888 :

And whereas the Corporation are the owners of waterworks
which supply water within the water limits of the Corporation
being the whole of the borough and the parish of Vaynor in
the county of Brecknock and powers in connexion with their
water undertaking have been conferred upon them by the
Merthyr Tydfil Water Act 1858 the Merthyr Tydfil Water Act
1865 the Merthyr Tydfil District Council Waterworks Act 1895
and the Merthyr Tydfil Urban District Council Act 1903 :

And whereas the Corporation also supply water in bulk
outside the said water limits by agreement in pursuance of
powers in that behalf conferred upon them by the Merthyr
Tydfil Urban District Council Act 1903 :

And whereas it is expedient to empower the Corporation to
construct further waterworks including a reservoir for inter-
cepting the waters of the River Taf Fechan and its tributaries :

And whereas under powers conferred upon them by the
above-mentioned Acts or some of them the Corporation are by
means of their existing works intercepting water of the River
Taf Fechan and its tributaries and provisions are contained in

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. such Acts and in an agreement made thereunder relative to the discharge of compensation water and it is expedient that those provisions should be repealed and the said agreement annulled and that the provisions of this Act in regard to compensation water should be enacted:

And whereas it is expedient that the other provisions contained in this Act be enacted:

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

And whereas estimates have been prepared by the Corporation for the purposes hereinafter mentioned and such estimates are as follows:—

For the purchase of land for and for and in con-	
nexion with the construction of the waterworks	£
and road diversions authorised by this Act	- 399,972

And whereas the several works included in such estimates are permanent works and it is expedient that the cost thereof should be spread over a term of years:

And whereas an absolute majority of the whole number of the council at a meeting held on the seventeenth day of October nineteen hundred and ten after ten clear days' notice by public advertisement of such meeting and of the purpose thereof in the *Merthyr Express* a local newspaper circulating in the borough such notice being in addition to the ordinary notices required for summoning such meeting resolved that the expense in relation to promoting the Bill for this Act should be charged on the district fund and general district rate:

And whereas such resolution was published twice in the said newspaper and has received the approval of the Local Government Board:

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the council at a further special meeting held in pursuance of a similar notice on the tenth day of January nineteen hundred and eleven being not less than fourteen days after the deposit of the Bill in Parliament:

And whereas in relation to the promotion of the Bill for this Act the requirements contained in the First Schedule to the Borough Funds Act 1903 have been observed:

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Glamorgan and with the clerk of the peace for the county of Brecknock and are hereinafter respectively referred to as the deposited plans sections and books of reference : A.D. 1911.

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

PRELIMINARY.

1. This Act may be cited as the Merthyr Tydfil Corporation Short title.
Water Act 1911.

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

(1) The Lands Clauses Acts except section 127 (Lands not wanted to be sold within ten years after expiration of time limited for completion of works or in default to vest in owners of adjoining lands) of the Lands Clauses Consolidation Act 1845 :

(2) The Waterworks Clauses Act 1847 (except sections 75 to 82 with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit and section 83 relating to accounts) but that Act shall be read and have effect as if the words "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner" were omitted from section 44 (Undertakers to lay down communication pipes on request of occupier and with consent of owners) thereof :

(3) The Waterworks Clauses Act 1863 :

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

- (4) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and in such provisions for the purposes of this Act "the railway" means the reservoir authorised by this Act and "the centre of the railway" means the boundaries of that reservoir.

Interpreta-
tion.

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

"The Corporation" means the mayor aldermen and burgesses of the borough of Merthyr Tydfil;

"The borough" means the borough of Merthyr Tydfil;

"The council" means the council of the borough;

"The district fund" "the general district rate" and "statutory borrowing power" have the meanings assigned to them respectively by section 4 (Interpretation) of the Act of 1908;

"The Act of 1858" "the Act of 1865" "the Act of 1895" "the Act of 1903" and "the Act of 1908" mean respectively the Merthyr Tydfil Water Act 1858 the Merthyr Tydfil Water Act 1865 the Merthyr Tydfil District Council Waterworks Act 1895 the Merthyr Tydfil Urban District Council Act 1903 and the Merthyr Tydfil Corporation Act 1908;

"The recited Acts" means the Act of 1858 the Act of 1865 the Act of 1895 and the Act of 1903;

"The agreement of 1864" means the agreement dated the fifteenth day of December eighteen hundred and sixty-four and made between William Crawshay of the Cyfarthfa Iron Works Richard Fothergill Thomas Alers Hankey and Benjamin Bateman of the Plymouth Iron Works and the Company of Proprietors of the Glamorganshire Canal Navigation of the one part and the Local Board of Health for the district of Merthyr Tydfil of the other part.

WATERWORKS.

A.D. 1911.

4. Subject to the provisions of this Act the Corporation may make and maintain in the lines and situations and upon the lands delineated upon the deposited plans and described in the deposited books of reference and according to the levels shown on the deposited sections the works hereinafter described (that is to say):—

Power to
construct
works.

Work No. 1 An impounding reservoir (to be called "the Taf Fechan reservoir") to be situate in the parishes of Llanfigan Llanddetty and Vaynor in the county of Brecknock and to be formed by means of a dam across the river Taf Fechan such dam being situate in the parishes of Llanddetty and Vaynor;

Work No. 2 A road diversion to be situate in the parish of Llanddetty commencing by a junction with the existing road leading between Dowlais to the bridge over the River Taf Fechan known as Pontsticill and terminating at or near to the under-bridge of the Brecon and Merthyr Railway at a point ten and a half chains or thereabouts measured in a north-easterly direction from the northernmost corner of the farm buildings known as Aber-Criban;

Work No. 3 A road diversion commencing in the parish of Vaynor by a junction with the existing road leading from Garn Pontsticill to the Pentwyn Inn and terminating in the parish of Llanddetty by a junction with the same road near to the Pentwyn Inn;

Work No. 4 A road diversion to be situate in the parish of Llanddetty commencing at the termination of Work No. 3 and terminating in the road leading from the buildings known as Dol-y-Gaer to the under-bridge of the Brecon and Merthyr Railway at a point eight chains or thereabouts measured in a south-westerly direction from the south-west corner of the farm buildings known as Neuadd;

Work No. 5 An aqueduct consisting of a line or lines of pipes commencing at or in the Taf Fechan reservoir and terminating in the borough at or near to the boundary of the borough and the urban district of Gelligaer;

Work No. 6 An aqueduct consisting of a line or lines of pipes to be situated in the borough commencing by a

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

junction with Work No. 5 and terminating at or near to the boundary between the borough and the urban district of Mountain Ash;

Work No. 7 An aqueduct consisting of a line or lines of pipes commencing in the borough at the termination of Work No. 5 and terminating in the parish of Llanfabon in the main road leading from Quaker's Yard to Caerphilly;

Work No. 8 An aqueduct consisting of a line or lines of pipes to be situated in the parishes of Llanddetty and Vaynor commencing at or near to the dam of the existing Pentwyn reservoir of the Corporation and terminating at the commencement of Work No. 5.

Subsidiary works.

5. In addition to the foregoing works the Corporation may upon the said lands make and maintain all such cuts channels catchwaters tunnels adits aqueducts culverts pipes conduits shafts drains junctions sluices bywashes washouts watercourses weirs straining-basins gauges wells bores reservoirs tanks basins meters filter beds filters water towers overflows waste water channels embankments banks dams retaining walls bridges piers roads fences tramroads rails sidings approaches mains standpipes telegraphic and telephonic apparatus engines pumps valves hydro-electric apparatus machinery buildings appliances apparatus and conveniences as may be necessary or convenient in connection with or subsidiary to the before mentioned works or any of them or to the existing works of the Corporation or necessary for inspecting maintaining repairing cleansing managing working or using the same but nothing in this section shall exonerate the Corporation from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them.

Limits of deviation.

6. In the construction of the works authorised by this Act the Corporation 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 in the case of the Taf Fechan reservoir three feet upwards and to any extent downwards and in the case of the other works eight feet upwards and to any extent downwards Provided that—

(1) The Corporation shall not construct any dam of the Taf Fechan reservoir of a greater height above the general

surface of the ground than that shown on the deposited sections in respect of the corresponding dam and three feet in addition : A.D. 1911.

- (2) Except for the purpose of crossing over a stream no part of the aqueducts shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

7. If the works authorised by this Act and delineated on the deposited plans and sections are not completed within ten years from the passing of this Act then on the expiration of that period the powers by this Act granted for the making thereof respectively or otherwise in relation thereto shall cease except as to such of them or so much thereof respectively as shall then be completed. Provided that the Corporation may extend enlarge alter reconstruct renew or remove any of their works and plant and in the case of the aqueducts authorised by this Act lay down additional lines of pipes as and when occasion may require. Period for completion of works.

8. The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets shall apply with the necessary modifications to the construction laying down erection and maintenance in any streets or roads of the aqueducts authorised by this Act and of any discharge pipes telephone or telegraph posts wires conductors or apparatus which the Corporation may and which they are hereby authorised to erect or lay down for the purposes of their water undertaking. Application of Waterworks Clauses Act 1847 to aqueducts discharge pipes telephones &c.

9. Any telegraphic or telephonic apparatus made maintained erected or laid down by the Corporation under the authority of this Act shall not be used for the purpose of transmitting telegrams which are within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869. For protection of Postmaster-General.

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

11. The powers of the Corporation for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

Power to
take waters
of River Taf
Fechan.

12.—(1) Subject to the provisions of this Act the Corporation may from and after the completion of the Taf Fechan reservoir but not before (except as hereinafter expressly provided in subsection (2) of this section) collect impound take use divert and appropriate for the purposes of their water undertaking the waters of the River Taf Fechan and its tributaries and all such springs streams and waters as will or may be intercepted by the works by this Act authorised Provided that during any time (within the period of first filling of the Taf Fechan Reservoir) when the Corporation are not discharging over or through the permanent gauge defined in the section of this Act of which the marginal note is “Compensation water to River Taf Fechan” the full quantity of compensation water mentioned in subsection (2) of that section the Corporation shall not abstract water under the powers of this Act in greater quantity than is permitted by that subsection Provided also that nothing contained in this Act or shown on the deposited plans shall authorise the Corporation to abstract the waters of the River Taf Fechan or its tributaries at any point below the said permanent gauge.

(2) During the period between the passing of this Act and the completion of the Taf Fechan reservoir—

(a) If the flow of water over or through the gauge referred to in subsection (1) of the section of this Act of which the marginal note is “Compensation water to River Taf Fechan” is not less than at the rate of two million five hundred thousand gallons per day of twenty-four hours the Corporation shall be entitled (notwithstanding anything contained in the recited Acts or the agreement of 1864 but subject to the provisions of this Act) to collect impound take use divert and appropriate by means of their existing works or otherwise the waters of the River Taf Fechan and its tributaries at any point or points above the said gauge:

(b) If the flow of water over or through the said gauge is less than at the rate of two million five hundred thousand gallons per day of twenty-four hours but is not less than at the rate of one million gallons per day of twenty-four hours the Corporation shall be entitled (notwithstanding anything contained in the recited Acts or the agreement of 1864) to collect impound

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

take use divert and appropriate the waters of the River Taf Fechan and its tributaries up to a quantity of water not exceeding four million and fifty thousand gallons per day of twenty-four hours and such further quantity as they may require for the purpose of meeting any increased requirements within their limits of supply Provided that the Corporation shall not abstract from the River Taf Fechan any water either under the provisions of the recited Acts or the agreement of 1864 or this Act so as to diminish the flow of water over or through the aforesaid gauge below the rate of one million gallons per day of twenty-four hours. A.D. 1911.

(3) The seven corporations or companies mentioned in the section of the Act of which the marginal note is "Compensation water to River Taf Fechan" shall be entitled at all reasonable times whenever the flow of water over or through the aforesaid gauge is reduced below the rate of two million five hundred thousand gallons per day of twenty-four hours to have access to any intake at or through which the Corporation are for the time being abstracting water from the said river for the purpose of inspecting the same and any meters or other recording instruments belonging to the Corporation at any such intake and the Corporation shall erect and construct (in so far as they are not already in existence) and maintain all such meters or other recording instruments at any such intake or intakes as may be necessary for recording the flow of water into or through the same and if any difference arises between the seven corporations or companies or any of them and the Corporation with respect to such erection construction and maintenance such difference shall be referred to the arbitration of an engineer to be nominated (unless otherwise agreed) on the application of either party to the difference by the President of the Institution of Civil Engineers.

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

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

Power to
agree as to
drainage of
lands &c.

14. The Corporation may make and carry into effect agreements with the owners lessees or occupiers of any lands within the drainage area of the Taf Fechan reservoir with reference to the execution by the Corporation or such owners lessees or occupiers of such works as may be necessary for the purpose of draining such lands or any of them or for more effectually collecting conveying and preserving the purity of the waters by this Act authorised to be diverted collected and appropriated by the Corporation flowing to upon or from such lands directly or derivatively into the said reservoir.

Power to
purchase and
hold lands
and exercise
powers for
protection
of waters and
waterworks.

15.—(1) For the purpose of protecting any of their waters and waterworks against pollution nuisance encroachment or injury the Corporation may by agreement purchase take on lease and acquire any lands within the limits in or over which any waters which the Corporation are for the time being authorised to collect impound take use divert or appropriate arise or flow and may hold such lands and any other lands which the Corporation may have acquired for the purposes aforesaid so long as they shall deem it necessary or expedient for those purposes Provided that the Corporation shall not create or permit the creation or continuance of any nuisance on any lands acquired under this section nor erect any buildings thereon except offices and dwellings for persons in their employment and such buildings and works as may be incident to or connected with their water undertaking or the occupation of the land for agricultural purposes Provided also that no common shall be acquired under the powers conferred by this section except with the consent of the Board of Agriculture and Fisheries.

(2) The Corporation may in and upon the lands acquired within the said limits construct and lay down drains sewers watercourses and other works and conveniences necessary or proper for the purpose of intercepting or taking all foul waters arising or flowing upon such lands or necessary or proper for preventing the water which the Corporation are empowered to take from being polluted and the Corporation may for the purposes aforesaid carry any such drain sewer or watercourse under across or along any street or road in the said limits subject and according to the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes.

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

16. The quantity of land which may be taken by the Corporation from the common or commonable land known as Brynglas in the parish of Vaynor under the powers conferred upon them by this Act shall not exceed four acres.

A.D. 1911.
 Limiting quantity of commonable land to be taken.

17.—(1) For the purpose of constructing enlarging extending repairing cleansing or examining any existing or authorised waterworks of the Corporation the Corporation may cause the water in such works to be temporarily discharged into any available stream or watercourse.

Temporary discharge of water into streams.

(2) In the exercise of the power conferred by this section the Corporation shall do as little damage as may be and shall pay compensation to all persons for all damage sustained by them by the exercise of such power the amount of compensation to be settled in default of agreement by arbitration in accordance with the provisions of the Arbitration Act 1889.

18. The provisions of the Act of 1858 the Act of 1865 the Act of 1895 and the Act of 1903 referred to in the First Schedule to this Act shall be by virtue of this Act repealed to the extent mentioned in the third column of that schedule as from the date of the passing of this Act.

As to repeal of certain provisions of Acts of 1858 1865 1895 and 1903.

19. The agreement of 1864 shall be by virtue of this Act annulled as from the date of the passing of this Act.

Annulment of agreement of 1864.

20. The powers by this Act conferred upon the Corporation of impounding taking and using the waters of the River Taf Fechan and its tributaries shall be subject to the following conditions and restrictions (that is to say):—

Compensation water to River Taf Fechan.

(1) Until the completion of the Taf Fechan Reservoir the following provisions shall apply:—

(A) The Corporation shall before taking any water from the River Taf Fechan or its tributaries by means of the works authorised by this Act or any of them erect at or near the point or points of intake a suitable meter or meters or other instrument or instruments for the due measurement of any water so taken and construct in the river Taf Fechan below the lowest of such intakes but not more than three hundred yards below the intended dam of the Taf Fechan reservoir a

A.D. 1911.

suitable measuring gauge over or through which water shall be allowed to pass and flow down the River Taf Fechan together with a proper recording instrument for the purpose of continuously recording the flow of water over or through such gauge and the Corporation shall thereafter so long as they continue to take any such water by means of those works maintain in an efficient condition such meters gauge and instruments;

(B) The Corporation shall not abstract from the River Taf Fechan or its tributaries any water so as to contravene the provisions of subsection (2) of the section of this Act of which the marginal note is "Power to take waters of River Taf Fechan":

(2) After the completion of the Taf Fechan reservoir the following provisions shall apply:—

(A) The Corporation shall during every day of twenty-four hours discharge or deliver in a regular uniform and continuous flow into the River Taf Fechan at a point therein situate not more than three hundred yards below the foot of the dam of the Taf Fechan reservoir not less than six million eight hundred and thirty-five thousand gallons of water. Provided that during the period of the first filling of the Taf Fechan reservoir the Corporation shall only be required to discharge or deliver the said quantity of compensation water if and so long as there shall be in that reservoir sufficient water to enable them to do so but during any time (within the said period of first filling) when the Corporation are not discharging water over or through the permanent gauge hereinafter defined at the rate of six million eight hundred and thirty-five thousand gallons per day of twenty-four hours they shall not take from the Taf Fechan reservoir any water other than such water as they are authorised to take under the provisions of subsection (2) of the section of this Act of which the marginal note is "Power to take waters of River Taf Fechan";

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

(B) For the purpose of measuring the quantity of water to be so discharged or delivered into the River Taf Fechan under this subsection the Corporation shall erect or construct and maintain at a point on the said river below the Taf Fechan reservoir not more than three hundred yards from the foot of the dam thereof a proper and suitable measuring gauge with a proper recording instrument fitted thereto in this Act referred to as "the permanent gauge" over or through which the said compensation water shall flow and the same shall be open to the inspection and examination of the Board of Conservators of the Taff and Ely Fishery District (in this section referred to as "the Taff Conservators") and of all persons interested in the compensation water:

A.D. 1911.

(3) If any difference arises between the Corporation and the Taff Conservators or any person so interested with respect to the erection construction maintenance or use of any gauge meter or recording instrument by this section required to be erected or constructed and maintained or the state of repair or condition thereof respectively such difference shall be referred to the arbitration of an engineer to be nominated (unless otherwise agreed) on the application of any party to the difference by the President of the Institution of Civil Engineers:

(4) In the case of any neglect on the part of the Corporation to maintain in a state of efficiency any gauge meter or recording instrument by this Act required to be maintained or in case of any other neglect of the Corporation by or in consequence of which the said quantity of compensation water shall not so flow in accordance with the provisions of subsection (2) of this section or in case the Corporation abstract water from the said river in breach of the provisions of subsection (1) of this section the Corporation shall for every day on which such neglect or failure in flow of compensation water or breach occurs—

(A) Forfeit and pay to each of the seven corporations or companies hereinafter mentioned that is to

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

say the Cardiff Railway Company the company of the proprietors of the Glamorganshire Canal Navigation the South Wales Electrical Power Distribution Company the Melingriffith Company Limited Crawshay Brothers (Cyfarthfa) Limited Hills Plymouth Company Limited and Nixon's Navigation Company Limited if they sue for and recover the same the sum of twenty-five pounds such sum to be accepted and taken by such corporations and companies as full compensation for any loss damage or injury sustained by them by or in consequence of such neglect failure in flow of compensation water or breach but without prejudice nevertheless to the right of any such corporation or company to proceed by way of injunction for the purpose of enforcing the said obligation to send down the said compensation water; and

(B) Forfeit and pay to each of the other persons injuriously affected thereby including the Taff Conservators (who may sue for and recover the same) the sum of five pounds and shall in addition make compensation for any loss damage or injury sustained by such other persons or any of them:

- (5) The provisions of this section shall be accepted and taken by the seven corporations or companies aforesaid the Taff Conservators and all other persons interested as full compensation for all water which the Corporation can divert collect impound or appropriate by means of the works by this Act authorised except in respect of any lands situate between the foot of the dam of the Taf Fechan reservoir and the point of discharge of water into the river.

Stopping up
of roads and
footpaths.

21.—(1) So soon as two justices acting for and residing in the county of Brecon shall certify that the road diversions (Works Nos. 2 3 and 4) authorised by this Act have been completed to their satisfaction and are open for public use the Corporation may stop up and discontinue as public highways so much of—

- (a) The existing road in the parish of Llanddetty leading from Pontsticill Bridge to the farm buildings known as Aber-Criban;

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

(b) The existing road in the parishes of Vaynor and Llanddetty leading from Garn Pontsticill to the Pentwyn Inn; and A.D. 1911.

(c) The existing road in the parish of Llanddetty leading from the last-mentioned road to the under-bridge of the Brecon and Merthyr Railway immediately south-east of Dol-y-Gaer station;

as lies between the commencements and terminations of the said road diversions and they may also stop up and discontinue as public highways any roads or footpaths situate upon any part of the lands acquired by the Corporation for the purposes of the Taf Fechan reservoir.

(2) Before applying to the justices for their certificate the Corporation shall give to the road authority of the district in which the existing highways are situate fourteen days' notice in writing of their intention to apply for the same.

(3) As from the date of the said certificate all rights of way over or along the existing highways shall be extinguished and the Corporation may subject to the provisions of the Waterworks Clauses Act 1847 with respect to mines appropriate and use for the purposes of their undertaking the sites of the portions of highways stopped up as far as the same are bounded on both sides by lands of the Corporation.

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

(5) The road diversions authorised by this Act shall be maintained in repair by and at the cost of the Corporation for twelve months after the completion thereof and from and after the expiration of the said period of twelve months such road diversions shall be maintained in repair by and at the expense of the authority or person by whom or at whose expense the roads in substitution for which the road diversions are made were repairable respectively.

22. The Corporation may convey to the owners of the churchyards attached to the church and chapel known respectively as Capel Taf Fechan and Bethlehem Chapel the lands Provision of substituted churchyards.

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. herein-after mentioned in substitution for those churchyards respectively when acquired by the Corporation under the powers of this Act (namely):—

(1) In the case of Capel Taf Fechan a piece of land situate in the parish of Llanddetty abutting upon the eastern side of the public road leading between the bridge known as Pontsticill and Pontsticill Junction railway station in that parish such piece of land being approximately square with sides about three chains in length the nearest corner being distant eight-and-a-half chains or thereabouts from the aforesaid Pontsticill Bridge;

(2) In the case of Bethlehem Chapel a piece of land situate in the parish of Vaynor being the enclosure numbered 718 on the $\frac{1}{2500}$ Ordnance map of Breconshire sheet XLVI.-5 (second edition 1904);

and notwithstanding anything contained in the Burial Acts 1852 to 1906 such owners may use those lands for burials.

As to removal of certain objects from Capel Taf Fechan and Bethlehem Chapel.

23.—(1) The respective owners of the church and chapel known as Capel Taf Fechan and Bethlehem Chapel respectively may at any time within one month after receiving from the Corporation notice to treat in respect of such church or chapel as the case may be give notice in writing to the Corporation that they require to remove such fonts bells tablets brasses stained glass windows or other similar objects as may be specified in the notice from the church or chapel and upon the acquisition by the Corporation of such church or chapel under the powers conferred upon them by this Act the said owners shall be entitled to remove any objects specified as aforesaid and the reasonable expense incurred by them in so doing shall be repaid to them by the Corporation.

(2) The provisions of this section shall be taken into consideration by the jury arbitrator umpire or other authority to whom any question of disputed purchase money or compensation in respect of the said church or chapel may be referred.

Removal of human remains.

24.—(1) If and when the Corporation shall acquire the burial grounds of the church and chapel known respectively as Capel Taf Fechan in the parish of Llanddetty and Bethlehem Chapel in the parish of Vaynor or either of them the Corpora-

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

tion shall before applying or using any part thereof for any of the purposes of this Act remove or cause to be removed the remains of all deceased persons interred in the burial ground proposed to be so applied or used. A.D. 1911.

(2) Before proceeding to remove any such remains the Corporation shall publish a notice for three successive days in two local newspapers circulating in the borough to the effect that it is intended to remove such remains and such notice shall have embodied in it the substance of subsections (3) (4) (5) (6) (7) and (9) of this section.

(3) At any time within two months after the first publication of such notice any person who is an heir executor administrator or relative of any deceased person whose remains are interred in such burial ground may give notice in writing to the Corporation of his intention to undertake the removal of such remains and thereupon he shall be at liberty to cause such remains to be removed to and re-interred in a burial ground or cemetery in which burials may legally take place.

(4) If any person giving such notice as aforesaid shall fail to satisfy the Corporation that he is such heir executor administrator or relative as he claims to be the question shall be determined on the application of either party in a summary manner in the case of Capel Taf Fechan by the registrar of the consistory court of the diocese of St. David's and in the case of Bethlehem Chapel by the registrar of the county court having jurisdiction in the district in which that chapel is situate and the registrar who determines the question shall have power to make an order specifying who shall remove the remains.

(5) The expense of such removal and re-interment (not exceeding in respect of remains removed from any one grave the sum of ten pounds) shall be defrayed by the Corporation such sum to be apportioned if necessary equally according to the number of remains in the grave.

(6) If within the aforesaid period of two months no such notice as aforesaid shall have been given to the Corporation in respect of the remains in any grave or if after such notice has been given the persons giving the same shall fail to comply with the provisions of this section the Corporation may remove the remains of the deceased person and cause them to be re-interred in a burial ground or cemetery in which burials may legally

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. take place and which the Corporation think suitable for the purpose.

(7) All monuments and tombstones relating to the remains of any deceased person removed under this section shall at the expense of the Corporation be removed and re-erected at the place of re-interment of such remains or at such place as in the case of Capel Taf Fechan the bishop of the diocese of St. David's and in the case of Bethlehem Chapel the registrar of the said county court may direct on the application (if any) of such heir executor administrator or relative as aforesaid or failing such application on the application of the Corporation and the Corporation shall cause to be made a record of such monuments and tombstones and of their situation when re-erected showing the particulars respecting each monument or tombstone as a separate entry and such record shall be deposited at the General Register Office Somerset House London with the miscellaneous records in the custody of the Registrar-General.

(8) The removal of the remains of any deceased person under this section shall be carried out under the supervision and to the satisfaction of the medical officer of health of the borough.

(9) In the application of this section to the burial ground of Capel Taf Fechan the following provisions in addition to or (where necessary) instead of the foregoing provisions shall apply:—

(a) The said remains may be removed without any faculty for the purpose but such removal shall be subject to any regulations made by the bishop of the diocese of St. David's:

(b) The burial ground or cemetery in which the said remains are re-interred shall be a consecrated one and if the said remains are re-interred by the Corporation the burial ground or cemetery shall be one approved by the said bishop.

Works to form part of water undertaking of Corporation.

25. The waterworks authorised by this Act shall for all purposes form part of the water undertaking of the Corporation.

PROTECTIVE PROVISIONS.

For protection of Breconshire

26. For the protection of the Breconshire County Council (herein-after called "the county council") and the standing joint

committee of the quarter sessions and council of the county of Brecknock (hereinafter called "the standing committee") the following provisions shall unless otherwise agreed in writing between the Corporation on the one hand and the county council or the standing committee as the case may be on the other hand have effect (that is to say):—

A.D. 1911.
County
council and
of standing
joint com-
mittee of
county of
Brecon.

- (1) The road diversion (Work No. 3) by this Act authorised shall be constructed of a minimum width throughout in the clear of twenty feet and with a properly metalled surface of not less than fifteen feet:
- (2) The bridge for carrying the road diversion (Work No. 3) by this Act authorised over the River Nant Car Fach shall be constructed in all respects to the reasonable satisfaction of the surveyor for the county of Brecknock (in this section called "the surveyor") and the span of the waterway of the bridge shall be at least equivalent to the span of the waterway afforded by the existing bridge and the width of the roadway over the said bridge shall not be less than sixteen feet between the parapets:
- (3) Fourteen days before the Corporation commence the construction of the road diversion (Work No. 3) by this Act authorised they shall give notice in writing of their intention to commence the same to the surveyor who shall be entitled to superintend the construction of such works and the works shall be constructed and completed in all respects to the reasonable satisfaction of the surveyor:
- (4) Before applying to the justices for their certificate under the provisions of the section of this Act of which the marginal note is "Stopping up of roads and footpaths" the Corporation shall give to the county council fourteen days' notice in writing of their intention to apply for the same:
- (5) The said road diversion and bridge shall during the construction of the Works Nos. 1 2 3 4 and 8 authorised by this Act be maintained in repair to the reasonable satisfaction of the county council by and at the cost of the Corporation and thereafter the said road diversion and bridge shall be maintained in

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

repair by and at the expense of the authority by whom or at whose expense the road in substitution for which the road diversion was made was repairable :

- (6) The Corporation shall pay to the county council the reasonable costs of the surveyor in superintending any works of the Corporation under the foregoing provisions of this section :
- (7) The Corporation shall during such period as the works in the county of Brecknock by this Act authorised are in process of construction pay to the county council all expenses reasonably incurred by the standing committee in maintaining such an additional number of police as the standing committee may reasonably think necessary for the due preservation of order in the neighbourhood of the works and the Corporation shall also pay to the county council the cost of the erection of such temporary building as the standing committee may reasonably think necessary for police purposes in connection with the due preservation of order as aforesaid :
- (8) The Corporation shall during such period as aforesaid pay to the county council all expenses reasonably incurred by that body as local education authority (and whether but for this section ultimately chargeable against the county of Brecknock or any area therein or both) in or in connection with the education of the children and dependants of any workmen or servants employed by the Corporation or their contractors on or in connection with the said works and whether by way of provision or maintenance of school accommodation (whether in new or existing school buildings or whether of a permanent or temporary character) or otherwise and any new school building so provided shall after the completion of the works authorised by this Act be the property of the Corporation Provided that no sum shall be payable under this subsection in respect of the children or dependants of any person resident in the county of Brecknock at the date of the passing of this Act In calculating any payment to be made under this subsection regard shall be had to any sums receivable

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

by the county council by way of Parliamentary grants in respect of such children or dependants and any difference between the county council and the Corporation in regard to either (a) the application or interpretation of this subsection or (b) the amount payable thereunder by the Corporation to the county council shall in default of agreement be determined by arbitration as hereinafter in this section provided: A.D. 1911.

(9) If at any time during such period as aforesaid any workman or servant or the wife or child of any workman or servant employed by the Corporation or their contractors on or in connection with the said works shall become chargeable to the county of Brecknock as a pauper lunatic the Corporation shall pay to the county council all expenses reasonably incurred at any time by the county council in the maintenance of or otherwise with respect to such pauper lunatic. Provided that no sum shall be payable under this subsection to the county council in respect of any person who at the date of the passing of this Act was resident in the county of Brecknock:

(10) The Corporation shall to the reasonable satisfaction of the medical officer of health for the sanitary areas of the county of Brecknock wherein any portion of the works authorised by this Act may be situated erect fit up and maintain huts or other buildings required for the purposes of temporary hospitals or infirmaries for the accommodation of the servants and workmen employed by the Corporation or their contractors in the construction of those works and the Corporation shall provide and pay all reasonable costs in connection therewith (including the costs of providing all necessary and proper assistance of doctors surgeons and nurses) Any medical officer of health or other person authorised by the local sanitary authority acting in execution of the Public Health Acts for any district in which such huts or other buildings are erected and maintained shall be entitled at any time to enter into and inspect and examine any such huts or other buildings in order to ascertain that the same are provided with proper and sufficient sanitary

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1. & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

arrangements and that overcrowding is not permitted therein. If such person be obstructed in the performance of his duty under this subsection the person so obstructing shall be liable on summary conviction to a fine not exceeding forty shillings:

If the Corporation or their contractors fail to erect fit up and maintain such hospitals or infirmaries huts or other buildings as required by this section they shall be liable to a penalty not exceeding twenty pounds and to a further penalty not exceeding five pounds for every day on which the offence is continued after conviction and such penalties may be recovered by the local sanitary authority in whose district such hospitals infirmaries huts or other buildings are required to be erected and maintained:

- (11) The Corporation shall make full compensation to the county council for all expenses reasonably incurred by them from time to time in relation to the reinstatement of any roads bridges or other works by reason or in consequence of the leaking bursting or giving way of the reservoir or either of the aqueducts Work No. 5 and Work No. 8 by this Act authorised:
- (12) Any dispute or question arising under this section shall be settled by an arbitrator to be agreed on between the parties affected by the dispute or question or failing agreement to be appointed by the Local Government Board on the application of such party and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration:
- (13) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or any Act incorporated therewith which may enure for the protection or benefit of the county council or the standing committee.

As to breaking up and reinstatement of roads in county of Glamorgan.

27.—(1) Section 30 of the Waterworks Clauses Act 1847 (as incorporated with this Act) shall in relation to any main road county bridge or road repairable with a county bridge within the county of Glamorgan have effect as if the word "seven" were substituted for the word "three" in that section.

A.D. 1911.

(2) Whenever the Corporation in the exercise of the powers of this Act shall have opened or broken up the road or pavement of any street repairable by the inhabitants at large or bridge within the county of Glamorgan they shall reinstate and make good such road or pavement to the reasonable satisfaction of the road authority and for that purpose section 32 of the Waterworks Clauses Act 1847 shall have effect as if the reinstatement and making good of the road required by that section included the application of a sufficient layer of surface metalling of the same specification as that employed by the road authority for the particular road and also included the use where usual of a steam-roller on the places where the road has been broken up until the surface thereof has been made uniform with the unbroken surface adjoining.

(3) If for the purpose of repairing altering diverting or widening any road or bridge within the county of Glamorgan or of rebuilding any such bridge the road authority require any alteration either temporary or permanent in the position of any mains pipes or other works of the Corporation or any support to be given thereto the Corporation shall on receiving notice in writing under the hand of the clerk or surveyor of the road authority so to do alter or support any such works in the manner reasonably required by such notice and with all due expedition and if the Corporation shall neglect to do or complete any work or act so required by such notice then and in such case the road authority may do such work or act causing as little damage or inconvenience to the Corporation as the circumstances may admit Provided that one-half of the expense reasonably incurred in so doing by the Corporation or the road authority as the case may be shall be repaid to or by the Corporation by or to the road authority.

(4) Any difference which may arise between the Corporation and any road authority under the provisions of this section shall be determined by a single arbitrator to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and save as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

28. For the protection of the lord mayor aldermen and citizens of the city of Cardiff (in this section called "the Cardiff Corporation") the following provisions shall in the construction

For protec-
tion of Car-
diff Corpo-
ration.

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. of the works authorised by this Act have effect in addition to any other provisions for their protection contained in this Act or in any other Act incorporated therewith unless otherwise agreed in writing between the Cardiff Corporation and the Corporation (that is to say):—

(1) Where any of the works to be made or executed under the authority of this Act shall or may pass over under or be within ten feet of any water conduit main or pipe or apparatus connected therewith belonging to the Cardiff Corporation (in this section referred to as "Cardiff water mains") the Corporation shall not commence to make or execute such works until they have given to the Cardiff Corporation addressed to the City Hall at Cardiff fourteen days' previous notice in writing of their intention so to do and such notice shall be accompanied by plans sections and specifications showing how any such Cardiff water main is intended to be dealt with or affected and until the Cardiff Corporation shall have signified their reasonable approval of the same by writing under the hand of their waterworks engineer Provided that if the said engineer fail for a period of fourteen days after the submission of the said plans sections and specifications to express in writing his disapproval thereof or his requirements in relation thereto he shall be deemed to have approved thereof and such works shall be made and executed only in accordance with the plans sections and specifications so approved by the Cardiff Corporation or in the event of difference by the arbitrator herein-after referred to and under the superintendence (if given) and to the reasonable satisfaction of the said waterworks engineer :

(2) The Corporation shall if necessary provide by new altered or substituted works in such manner as the Cardiff Corporation or their said engineer shall reasonably require for the proper protection of and for preventing injury or impediment to the water supply of the Cardiff Corporation by or by reason of the works of the Corporation or any part thereof and shall save the Cardiff Corporation harmless against all damage loss and expense to be occasioned thereby All such

works shall be provided under the superintendence (if given) and control (to be reasonably exercised) and to the reasonable satisfaction of the said engineer at the reasonable costs and expenses in all respects of the Corporation and when any such new or substituted works shall be completed the same shall thereafter be the property of and under the direction jurisdiction and control of the Cardiff Corporation and the Corporation shall pay to the Cardiff Corporation the reasonable cost of such superintendence: A.D. 1911.

- (3) Provided always that it shall not be lawful for the Corporation to remove or displace any Cardiff water main or to do anything to impede the passage of water into or through such water main until a good and sufficient water main and all other works necessary or proper for continuing the supply of water as efficiently as the same was supplied by the water main proposed to be removed or displaced shall at the expense of the Corporation have been first made and laid down by the Cardiff Corporation in lieu thereof and be ready for use in a position as little varying from that of the water mains proposed to be removed or displaced as may be consistent with the construction of the works by this Act authorised and to the reasonable satisfaction of the aforesaid engineer:
- (4) Every water main of the Corporation shall be laid at a distance of three feet at the least from any Cardiff water main (except where it may be necessary for the same to be laid across any such Cardiff water main) and every water main of the Corporation laid across any Cardiff water main shall be so constructed and laid as to leave between them a space of one foot at least and to be self-supporting for a distance of three feet at least on either side of such water main at the point of crossing:
- (5) The Corporation shall not without the previous consent of the Cardiff Corporation under the hand of the town clerk use any explosive substance in the construction of any portion of the works by this Act authorised situate within fifty feet of any Cardiff water main and the Cardiff Corporation are hereby

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

authorised to give the required consent which shall not be unreasonably withheld subject to such reasonable conditions as to them may seem expedient and subject to the payment and satisfaction by the Corporation of all damages costs and expenses which may be sustained by the Cardiff Corporation in respect of any such main or work by the use of any explosive substance whether within or beyond the said distance such damages to be recovered by action in any court of competent jurisdiction and the Cardiff Corporation shall not incur any liability by giving any such consent:

- (6) The Corporation shall make good all damage done to the property of the Cardiff Corporation by the disturbance thereof and shall make full compensation to all parties for any loss or damage which they may sustain by reason of any interference with any water mains or works. If by reason of the construction of any of the works by this Act authorised any interruption shall at any time be occasioned to the water supply within the district at present supplied by the Cardiff Corporation or if any interruption shall be occasioned during any repairs of the works of the Corporation or for or by reason of any want of repair or due or proper maintenance thereof the Corporation shall forfeit and pay to the Cardiff Corporation as or by way of ascertained damages the sum of twenty pounds for every day during which such interruption shall continue and the Cardiff Corporation may recover the same with full costs of suit in an action of debt in any court of competent jurisdiction:
- (7) The Cardiff Corporation shall at all times have full power to pass over or under any work of the Corporation constructed under the authority of this Act for the purpose of such extensions repairs or alterations of their existing works as they may from time to time think necessary making compensation for any damage thereby occasioned to the works of the Corporation:
- (8) The Corporation shall not except with the consent of the Cardiff Corporation under their common seal

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

either directly or indirectly supply water for any purpose for use within the present statutory limits of supply of the Cardiff Corporation: A.D. 1911.

- (9) If any difference shall arise between the Corporation and the Cardiff Corporation touching this section or anything to be done or not to be done or any money other than a penalty to be paid thereunder such difference shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed on the application of either of the parties after notice in writing to the other by the President for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to such arbitration.

29. For the protection of the Brecknock Rural District Council (in this section referred to as "the council") the following provisions shall unless otherwise agreed to in writing between the Corporation and the council apply and have effect (that is to say):—

For protection of Brecknock Rural District Council.

- (1) The Corporation shall construct Work No. 2 authorised by this Act so far as it affects the council from the point of commencement of that work to a point opposite to Pontsticill Junction of a clear minimum width throughout of not less than twenty feet and with a properly metalled surface of not less than fourteen feet and from such last-mentioned point to the termination of the said work of a clear minimum width throughout of not less than fourteen feet and with a properly metalled surface of not less than ten feet:
- (2) The Corporation shall construct to the reasonable satisfaction of the council or their surveyor a road in continuation of Work No. 2 authorised by this Act commencing at the termination of that work and extending in a northerly direction for a distance of four hundred and ten yards and terminating at the bridge there under the Brecon and Merthyr Railway and such road shall be constructed of a minimum width throughout of not less than fourteen feet and with a properly metalled surface of not less than ten feet:

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

- (3) The Corporation shall construct Work No. 3 and Work No. 4 authorised by this Act so far as the same are constructed within the Brecknock Rural District (in this section called "the district") of a clear minimum width throughout of not less than twenty feet and with a properly metalled surface of not less than fourteen feet:
- (4) So much of the said Works Nos. 2 3 and 4 authorised by this Act as is constructed within the district shall be constructed and completed to the reasonable satisfaction of the council or their surveyor and shall (notwithstanding anything contained in this Act) during their construction and during the construction of Work No. 1 and Work No. 8 authorised by this Act be maintained and repaired by and at the cost of the Corporation and to the reasonable satisfaction of the council and thereafter so much of the said Works Nos. 2 3 and 4 as aforesaid shall be maintained and repaired by and at the expense of the authority by whom and at whose expense the respective roads in substitution for which such works respectively were made were repairable:
- (5) Before stopping up and discontinuing as a public highway any portion of any one of the roads (a) (b) or (c) described in subsection (1) of the section of this Act of which the marginal note is "Stopping up of roads and footpaths" the Corporation shall construct to the reasonable satisfaction of the council the whole of the road diversion (Work No. 2 3 or 4 as the case may be) which is proposed to be constructed in substitution for the road to be wholly or partially stopped up and discontinued as aforesaid:
- (6) The Corporation shall repay to the council any additional expense reasonably incurred by the council in repairing and maintaining any roads repairable by the council during the construction of the works authorised by this Act if such additional expense is due to such haulage of materials and things for the purpose of the execution of those works as would amount to extraordinary traffic within the meaning of the Highways and Locomotives (Amendment) Act 1878:

- (7) In the event of any difference arising upon or in connection with any of the provisions of this section such difference shall be settled in default of agreement by arbitration the arbitrator being a person appointed in default of agreement by the Local Government Board and the provisions of the Arbitration Act 1889 shall apply to any such arbitration. A.D. 1911.

30. For the protection of the guardians of the poor of the Brecknock Union (in this section referred to as "the guardians") the following provisions shall unless otherwise agreed in writing between the Corporation and the guardians apply and have effect (that is to say) :--

For protection of guardians of poor of Brecknock Union.

- (1) The Corporation shall repay to the guardians any expenses reasonably incurred by them under the provisions of the Poor Law Acts in providing accommodation in any hospital or infirmary for any servants or workmen employed by the Corporation and their contractors in the construction of the works authorised by this Act or the wives or children of such servants or workmen living in the neighbourhood of the said works after the passing of this Act within the Brecknock Union in the event of such servants workmen wives or children becoming chargeable under the provisions of the said Poor Law Acts to the guardians by reason of accident or sickness or the outbreak of infectious disease among such workmen servants or their wives or children during the construction of the said works :
- (2) If at any time during the construction of the works by this Act authorised any servant or workman employed by the Corporation or their contractors or the wife or child of such servant or workman shall become chargeable to the Brecknock Union as a pauper lunatic the Corporation shall pay to the guardians all reasonable expenses incurred by them in respect of the maintenance or otherwise of such pauper lunatic :
- (3) If at any time during the construction of the works by this Act authorised any workman or servant in the employ of the Corporation and their contractors shall be discharged or leave the employment of the Corporation or their contractors and during such period

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

such workman or servant shall become a pauper whose settlement cannot be ascertained or who shall at any time thereafter become chargeable to the Brecknock Union through having acquired a settlement in the said union by residence at or near the said works whilst in the employ of the Corporation or their contractors the Corporation shall pay to the guardians all expenses reasonably incurred at any time by them in respect of the maintenance or otherwise of any such pauper :

(4) Provided that no sum shall be payable or repayable under the foregoing provisions of this section by the Corporation to the guardians in respect of any person who at the date of the passing of this Act was resident in the Brecknock Union :

(5) In the event of any difference arising upon any matter referred to in this section such difference shall be settled in default of agreement by arbitration in accordance with the provisions of the Arbitration Act 1889.

For protection of
Merthyr
Tydfil Gas
Company.

31. For the protection of the Merthyr Tydfil Gas Company (in this section called "the gas company") the following provisions shall unless otherwise agreed in writing between the Corporation and the gas company apply and have effect (that is to say) :—

(1) At least fourteen days before commencing the execution of any works by this Act authorised which will involve the alteration diversion or stopping up of any mains pipes or apparatus of the gas company (including the private service pipes of any consumer of gas supplied by the gas company and herein-after together called "apparatus") or will otherwise affect the same the Corporation shall submit to the gas company plans and sections of the works so far as they affect the apparatus and (except in the case of emergency) a notice stating the date when it is proposed to commence the same and if within fourteen days from the submission of such plans and sections the gas company disapprove thereof or make any further requirements in relation thereto such works shall not be commenced until the said plans

and sections have been agreed or settled by arbitration as herein-after provided Provided that if the gas company do not within fourteen days after such submission signify their approval or disapproval of the said plans and sections or their requirements in relation thereto they shall be deemed to have approved thereof and the gas company's apparatus may be dealt with (at the cost of the Corporation) only in accordance with such plans and sections and such works so far as they affect the apparatus shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Corporation :

- (2) If within the said period of fourteen days the gas company give notice to the Corporation that they desire to effect the alteration of their apparatus referred to in subsection (1) of this section and if they effect such alteration with all reasonable despatch after being requested by the Corporation so to do such alteration shall not be effected by the Corporation and the Corporation shall repay to the gas company the expense reasonably incurred by them in effecting such alteration :
- (3) The Corporation shall not remove or displace any apparatus or do anything to impede the passage of gas into or through such apparatus until good and sufficient mains pipes or other apparatus and all other works necessary or proper for continuing the supply of gas as sufficiently as the same was supplied by the apparatus proposed to be removed or displaced shall at the expense of the Corporation and to the reasonable satisfaction of the engineer of the gas company have been first made and laid down in lieu thereof and ready for use in a position as little varying from that of the apparatus proposed to be removed or displaced as may in the circumstances be practicable :
- (4) If any interruption whatsoever in the supply of gas by the gas company or any loss of gas shall be in any

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

way occasioned or sustained by any act or omission of the Corporation or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Corporation shall pay to the gas company such compensation as may be agreed or failing agreement as shall be settled by arbitration as provided by this section :

- (5) Notwithstanding anything in this Act contained the Corporation shall from time to time be responsible for and make good to the gas company all losses costs damages and expenses which may be occasioned to them or to their property during or in consequence of the execution or by reason of the bursting or failure of any of the works by this Act authorised or of any act default or omission of the Corporation or of any person in their employ or of their contractors or otherwise and the Corporation shall effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act default or omission :
- (6) If any difference shall arise in respect of any matter under this section between the Corporation and the gas company or between their respective engineers or concerning any plans or sections to be delivered to the gas company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to the reference.

For protection of London and North Western and Brecon and Merthyr Tydfil Junction Railway Companies.

32. The following provisions for the protection of the London and North Western Railway Company and the Brecon and Merthyr Tydfil Junction Railway Company (each of those companies being in this section called "the railway company" which expression means one or other of them as the case may require) shall unless otherwise agreed be in force and have effect (that is to say) :—

- (1) In constructing the works authorised by this Act and also (except in cases of emergency) in effecting the

repairs alterations or renewals of such works where the same may be constructed repaired altered or renewed by the Corporation upon across over under or in any way affecting the railways belonging to or used or occupied by the railway company or of any works the construction of which may be reasonably necessary for securing the stability of the embankments and works of the railway company the same shall be done by and in all things at the expense of the Corporation and under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer of the railway company (in this section called "the principal engineer") and according to plans and sections to be previously submitted to and reasonably approved by him before any such works shall be executed Provided that if the said engineer shall not signify his approval or disapproval of such plans and sections within fourteen days after they shall have been submitted to him he shall be deemed to have approved thereof: A.D. 1911.

- (2) All such works as are mentioned in subsection (1) of this section shall be constructed repaired altered or renewed so as not to cause any avoidable interruption to the passage or conduct of the traffic over the railways of the railway company or at any station thereon and if any such 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 any such works as aforesaid under or near to any railway works or property of the railway company the Corporation shall make compensation to the railway company in respect thereof:
- (3) The Corporation shall at all times maintain all such works as are mentioned in subsection (1) of this section in substantial repair and good order and condition to the reasonable satisfaction of the principal engineer and if and whenever the Corporation fail so to do the railway company may after giving 14 days' notice thereof to the Corporation or in case of emergency without notice make and do all such works and things as may be requisite in that behalf and the reasonable costs incurred by them in so doing

A.D. 1911.

- shall be repaid to them by the Corporation Provided that if the railway company themselves make and do such works they shall cause no avoidable interruption to the supply of water through or by means of the works authorised by this Act:
- (4) The Corporation shall not under the powers of this Act acquire compulsorily any land and property of the railway company but the railway company may and shall sell and grant an easement or right of using such of the said land and property as may be required for the purpose of the execution and maintenance by the Corporation of the works by this Act authorised:
- (5) If at any time hereafter the railway company shall require under their existing statutory powers and upon lands already acquired or authorised to be acquired by them to make any alterations of or to widen the said railway or works or to increase the railway accommodation where the aqueduct (Work No. 5 authorised by this Act) will cross the same the Corporation on being required so to do by the railway company shall at their own cost make such alterations of the said aqueduct and the works connected therewith as may be reasonably necessary for facilitating the carrying out of such alterations or widening of the said railway and works or for providing such increased accommodation as aforesaid:
- (6) The Corporation shall bear and on demand pay to the railway company the reasonable expense of the employment by them during the construction alteration or repair of the aqueduct (Work No. 5 authorised by this Act) where the same passes across or under the said railways and works of a sufficient number of inspectors signalmen or watchmen for watching the said railways and the conduct of the traffic thereon with reference to and during the construction alteration or repair of such aqueduct and for preventing so far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employment of the Corporation with reference thereto or otherwise:

(7) If any difference shall arise between the Corporation and the railway company or the said engineer with reference to the provisions of this section such difference shall be determined by arbitration by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and the provisions of the Arbitration Act 1889 shall apply to any such arbitration. A.D. 1911.

33. The following provisions for the protection of the company of proprietors of the Glamorganshire Canal Navigation and the company of proprietors of the Aberdare Canal Navigation (each of which is in this section referred to as "the company" which expression shall be deemed to refer to such one of them as the nature of the case may require) shall notwithstanding anything in this Act contained apply and have effect except so far as may be otherwise agreed between the company and the Corporation:—

For protection of Glamorganshire and Aberdare Canal Navigations.

(1) The construction of the aqueduct (Work No. 6 by this Act authorised) through under or across the canal of the company and any works of maintenance repair and renewal of such aqueduct (other than urgent repairs in case of accident) through under or across the same shall be done so that such aqueduct shall be carried under the canal at a depth throughout of not less than three feet below the bed or lowest part of the canal and shall be carried out under the superintendence and to the reasonable satisfaction of the engineer of the company and according to plans sections and specifications to be submitted to and reasonably approved by him before such construction or any such works (as the case may be) are commenced or in the event of any dispute or difference between such engineer and the engineer of the Corporation then in such manner as shall be settled by arbitration as hereinafter provided Provided that if the engineer of the company shall fail to superintend at the time specified in a notice to be given by the Corporation to the company of their intention to commence the said waterworks (such time being except in cases of emergency not less

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

than fourteen days from the giving of the notice) such works may be executed without his superintendence and that unless the said engineer shall give notice of his disapproval of such plans sections or specifications within fourteen days after they shall have been submitted he shall be deemed to have approved thereof:

- (2) The said aqueduct shall be executed by and in all things at the expense of the Corporation and in such manner as not to cause either during or after the construction thereof any reasonably avoidable injury to the canal or other property of the company and if any injury shall arise or be occasioned whether by accident or otherwise the Corporation shall make compensation to the company in respect thereof:
- (3) The Corporation shall bear and on demand pay to the company the reasonable expenses (not exceeding the sum of ten guineas on any one occasion) of superintending the construction of the said aqueduct and any works of maintenance repair or renewal thereof:
- (4) The Corporation shall not under the powers of this Act purchase or take compulsorily any lands of the company but the Corporation may purchase and take and the company shall at the request of the Corporation sell and grant an easement or right of using so much of the lands of the company as may be necessary for the construction of the said aqueduct under and across the canal and other property of the company and the Corporation shall pay to the company in respect of any such easement or right such sum as shall in case of dispute be determined by arbitration under and in accordance with the provisions of the Lands Clauses Acts with respect to the settlement of cases of disputed compensation under those Acts:
- (5) If at any time hereafter the company require to make any improvement or alteration of their canal or to convert the same into a railway at the places where the said aqueduct passes through under or across the same the Corporation shall at their own cost make such alterations of the said aqueduct within the existing boundaries of the company's property as

without unnecessarily interrupting the supply of water by the Corporation may be reasonably required by the company to enable them to carry out such improvement or alteration and the provisions of this section shall so far as applicable extend and apply to the execution and carrying out by the Corporation of any such alterations of the said aqueduct: A.D. 1911.

- (6) If any difference shall arise between the Corporation and the company or their respective engineers touching the matters referred to in this section or anything to be done or not to be done thereunder such difference shall (except where the determination thereof is otherwise provided for) be referred to and determined by an engineer to be nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Corporation or the company and the provisions of the Arbitration Act 1889 shall apply to any such reference.

34. For the protection of the Taff Vale Railway Company (in this section referred to as "the company") the following provisions shall unless otherwise agreed upon between the company and the Corporation have effect (that is to say):— For protection of Taff Vale Railway Company.

- (1) In constructing the aqueduct (Work No. 6 by this Act authorised) and any works connected therewith where the same crosses under the main line of the company at Quaker's Yard Junction the Corporation shall not deviate from the lines and levels shown upon the deposited plans and sections without the previous consent in writing of the company which consent shall not be unreasonably withheld:
- (2) Where the aqueduct (Work No. 7 by this Act authorised) crosses the company's Llancaiach branch near the northern end of Nelson Station the Corporation shall (subject as hereinafter in this section provided) carry the said aqueduct thereover by means of a bridge having a clear span measured between the supports square with the centre line of railway of not less than twenty-eight feet six inches and a clear headway throughout above the rails of the said railway of fourteen feet six inches:

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911

- (3) If and as from time to time owing to subsidence of the ground due to the colliery workings or otherwise it becomes reasonably necessary for the company to raise the level of their said Llancaiach branch at the point above-mentioned in order to maintain the headway set forth in the last preceding subsection of this section the Corporation shall at their own expense upon receiving three months' notice in writing to that effect from the company so alter the said aqueduct as to maintain the headway above referred to and in default of their so doing within the period aforesaid the company may themselves do all work necessary for that purpose and the reasonable expense incurred by them in so doing shall be repaid to them on demand by the Corporation :
- (4) In constructing the said aqueducts and also (except in cases of emergency) in effecting the repairs alterations or renewals thereof where the same may be constructed repaired altered or renewed by the Corporation upon across over under or in any way affecting the railways or any lands works or property of the company held in connection therewith the same shall be done by and in all things at the expense of the Corporation and under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer of the company (in this section called "the principal engineer") and according to plans sections and specifications to be previously submitted to and reasonably approved by him before entering upon or interfering with the railways or any lands works or property of the company held in connection therewith or before commencing the execution of any such works Provided that if the said engineer shall not signify his approval or disapproval of such plans sections and specifications within twenty-eight days after they shall have been submitted to him he shall be deemed to have approved thereof :
- (5) In every case where the works authorised by this Act will cross any telephones telegraph or signal wires posts fence or other work apparatus or property belonging to or maintained by the company in connection with their railway undertaking the Corporation

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

shall repay to the company all costs reasonably incurred by the company in carrying out any works for the purpose of strengthening or securing any such telephone telegraph or signal wire and post or other work apparatus or property from all damage occasioned or likely to be occasioned by reason or in consequence of the execution existence or failure of any such works of the Corporation and the Corporation shall for ever uphold and maintain all works so carried out by the company in good and sufficient repair to the satisfaction of the company :

A.D. 1911.

- (6) If it should be necessary during the construction of any works authorised by this Act or in consequence of such construction or of the existence of the same to alter any of the telegraph telephone or signal posts or wires or other work or apparatus belonging to or on the railway of the company the company may effect such alterations and the Corporation shall repay to the company the reasonable expenses incurred by the company in and connected with such alterations :
- (7) The Corporation shall bear and on demand pay to the company the reasonable expense of the employment by them during the construction of any works authorised by this Act across or under the railways and works of the company of a sufficient number of inspectors signalmen or watchmen for watching the said railways and the conduct of the traffic thereon with reference to and during the construction of such portions of the said aqueducts and for preventing so far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employment of the Corporation or of their contractors with reference thereto or otherwise :
- (8) The Corporation shall at all times maintain any works of the Corporation which shall be upon lands of or liable to affect the undertaking of the company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer and if and whenever the Corporation shall for the space of twenty-eight days fail so

A.D. 1911.

to do the company may do in and upon as well the lands of the Corporation as their own lands all such works repairs and things as may be reasonably requisite and the reasonable expenditure incurred by the company in so doing shall be repaid to the company by the Corporation :

(9) Notwithstanding anything in this Act contained the Corporation shall be responsible for and make good to the company all costs losses damages or expenses which may be occasioned to them or to any of their railways works or property or to the traffic thereon or otherwise by reason or in consequence of the execution existence or failure of any works of the Corporation or of any act default or omission of the Corporation or any contractor or agent of the Corporation or any person in the employment of the Corporation or of such contractor or agent or others and the Corporation shall effectually indemnify and hold harmless the company from all claims or demands upon or against them by reason of such execution existence or failure and of any such act default or omission :

(10) Notwithstanding anything contained in this Act or shown on the deposited plans the Corporation shall not enter upon take or acquire compulsorily any land of the company but the Corporation may purchase and take and the company may and shall at the request of the Corporation sell and grant accordingly an easement or right of using so much of the lands and property of the company as may be necessary for the purpose of constructing and maintaining any works of the Corporation by this Act authorised to be constructed under or over the railways and other property of the company and the Corporation shall pay to the company by way of purchase-money or compensation for such easement or right such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under and in accordance with the provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement :

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

(11) If at any time hereafter the company shall require upon lands already acquired or authorised to be acquired by them to make any alteration of or to widen their railway or to increase their railway accommodation at any place where any works authorised by this Act cross over or under the railway or any property of the company the Corporation shall on being required so to do by the company at their own cost make such alterations of their said works as may be reasonably required by the company to enable them to carry out such alteration or widening of their railway or to provide such increased accommodation and the provisions of this section shall so far as applicable extend and apply to the execution and carrying out by the Corporation of any such alterations of their said works :

A.D. 1911.

(12) In the event of any difference arising between the Corporation and the company respecting any of the matters referred to in this section the point in difference shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

35. For the protection of the Great Western Railway Company (hereinafter referred to as "the Great Western Company") the following provisions shall unless otherwise agreed between the Great Western Company and the Corporation be in force and have effect (that is to say):—

For protection of Great Western Railway Company.

(1) Work No. 6 by this Act authorised where the same shall be carried under the Aberdare Extension Railway of the Great Western Company and Work No. 7 where the same shall be laid in the public road crossing the Taff Vale Extension Railway of the Great Western Company on the level shall for their entire length across the said railways be constructed of steel pipes founded on and surrounded by Portland cement concrete or enclosed in a subway to be constructed and maintained by the Corporation so that no part thereof shall be less than three feet below

A.D. 1911.

the level of the rails of the said railways at the points of crossing those rails:

- (2) In constructing the said works at the said points and in constructing laying down and executing and also (except in cases of emergency) in effecting the repairs alterations or renewals of any aqueducts conduits mains pipes or other works of the Corporation by this Act authorised which may be situate upon across over under or in any way affecting the railways belonging to the Great Western Company the same shall be done by and in all things at the expense of the Corporation and under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the Great Western Company and so as not to interfere further than is reasonably necessary with the structure of any such railways and at such times as he shall reasonably approve and according to plans and sections to be submitted to and reasonably approved by the said engineer, before any such works shall be executed. Provided that if the said engineer shall not signify his approval or disapproval of such plans and sections within twenty-one days after they shall have been submitted to him he shall be deemed to have approved thereof:
- (3) Any such works shall be so constructed maintained repaired or renewed as not to cause any avoidable interruption to the passage or conduct of the traffic over the said railways and if the Great Western Company so elect they may themselves execute and do all such work as may be reasonably necessary in connection with the construction maintenance repair or renewal of the said works at the points aforesaid (other than the actual laying down and maintenance of the pipes) and may recover the reasonable costs of so doing from the Corporation:
- (4) If any injury or interruption to the passage or conduct of the traffic over such railways or at any station thereon shall arise from or be in any way owing to the construction or maintenance of any of the works authorised by this Act or the bursting leakage or failure of any of such works under or near to

any railways works or property of the Great Western Company the Corporation shall indemnify and save harmless the Great Western Company from all claims and demands which may be made against them in connection with such injury or interruption and shall also make compensation to the Great Western Company in respect thereof: A.D. 1911.

- (5) If by reason of the construction or maintenance of any of the works authorised by this Act or the failure leakage or bursting of any of such works the said railways or any of the works or lands of the Great Western Company shall be injured or damaged such injury or damage shall be forthwith made good by the Corporation at their expense and to the reasonable satisfaction of such engineer and in the event of their failing so to do the Great Western Company may after giving fourteen days' notice thereof to the Corporation or in case of emergency without notice make good the same and recover the reasonable expense incurred by them in so doing from the Corporation:
- (6) Subsections (6) (7) (8) (10) and (11) of the section of this Act of which the marginal note is "For protection of Taff Vale Railway Company" shall apply and have effect for the protection of the Great Western Company as if those subsections were with any necessary modifications set out in this section and as if the Great Western Company were referred to therein instead of the Taff Vale Railway Company:
- (7) In the event of any difference arising between the Corporation and the Great Western Company respecting any of the matters referred to in this section the point in difference shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

36. For the protection of the Great Western Railway Company and the Rhymney Railway Company the joint owners of the Taff Bargoed Railway and of the Merthyr Joint Railway

For protection of Great Western and Rhymney

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. (hereinafter referred to as "the joint companies") the following
Railway provisions shall unless otherwise agreed between the joint com-
Companies. panies and the Corporation be in force and have effect (that is to say) :—

- (1) Work No. 6 by this Act authorised where the same shall be carried under the Merthyr Joint Railway of the joint companies shall for the entire length across the said railway be constructed of steel pipes founded on and surrounded by Portland cement concrete or enclosed in a subway to be constructed and maintained by the Corporation so that no part thereof shall be less than three feet below the level of the rails of the said railway at the point of crossing those rails:
- (2) In constructing Work No. 7 by this Act authorised and any of the works connected therewith where the same are laid in the road maintained by the joint companies immediately behind their Ffaldcaiach signal cabin on their Taff Bargoed Railway the Corporation shall not deviate from the lines and levels of the said work shown upon the deposited plans and sections without the previous consent in writing of the joint companies which consent shall not be unreasonably withheld:
- (3) In constructing the said Work No. 6 at the said point of crossing and Work No. 7 in the said road and in constructing laying down and executing and also (except in cases of emergency) in effecting the repairs alterations or renewals of the said portions of the said works and any other aqueducts conduits mains pipes or other works of the Corporation by this Act authorised which may be situate upon across over under alongside or in any way affecting any of the railways roads bridges or approaches belonging to or repairable by the joint companies the same shall be done by and in all things at the expense of the Corporation and under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the joint companies or one of them and at such time as such engineer shall reasonably approve and so as not to interfere with the structure of any such railways or bridges more than is reasonably

necessary and according to plans and sections to be submitted to and reasonably approved by such engineer before any such works shall be executed. Provided that if the said engineer shall not signify his approval or disapproval of such plans and sections within twenty-one days after they shall have been submitted to him he shall be deemed to have approved thereof: A.D. 1911.

(4) Any such works shall be so constructed maintained repaired or renewed as not to cause any avoidable interruption to the passage or conduct of the traffic over the said railways and if the joint companies so elect they may themselves execute and do all such work as may be reasonably necessary in connection with the construction maintenance repair or renewal of the said works at the points aforesaid (other than the actual laying down and maintenance of the pipes) and may recover the reasonable costs of so doing from the Corporation:

(5) Subsections (6) (7) (8) (10) and (11) of the section of this Act of which the marginal note is "For protection of Taff Vale Railway Company" and subsections (4) and (5) of the section thereof of which the marginal note is "For protection of Great Western Railway Company" shall apply and have effect for the protection of the joint companies as if those subsections were with any necessary modifications set out in this section and as if the joint companies were referred to therein instead of the Taff Vale Railway Company and the Great Western Railway Company respectively:

(6) In the event of any difference arising between the Corporation and the joint companies respecting any of the matters referred to in this section other than the amount to be paid by the Corporation for the acquisition of any easement the point in difference shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

A.D. 1911.

SUPPLY OF WATER.

Supply by
measure.

37.—(1) The Corporation may supply water for other than domestic purposes on such terms and conditions as the Corporation think fit and may supply water by measure either for domestic or other purposes and the moneys payable for the supply of water under this section shall be recoverable in the same manner as water rates. Provided always that no person shall be entitled to a supply of water for other than domestic purposes if such supply would interfere with the sufficiency of the supply of water for domestic purposes.

(2) Section 52 (Supply of water for other than domestic purposes) of the Act of 1858 is hereby repealed.

Price of
supply by
measure.

38. The price to be charged for a supply of water by measure shall not exceed one shilling and sixpence per thousand gallons.

Rates pay-
able by
owners of
small houses.

39. Where a house supplied with water 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 if the Corporation so determine pay the rate for the supply but the rate may be recovered from the occupier and may be deducted by him from the rent from time to time 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 the service upon him of a notice to pay the rate.

Notice of
discontinu-
ance.

40. A notice to the Corporation from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at or sent by post to the office of the Corporation.

Detection of
waste.

41.—(1) Subject to the provisions of the Waterworks Clauses Act 1847 the Corporation may for the purpose of preventing and detecting waste affix and maintain meters and similar apparatus on the service pipes and mains of the Corporation and stopcocks in the pipes supplying houses with water and may insert in the roads or footways the necessary covers or boxes for giving access and protection thereto and may for that

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

purpose stop break up and interfere temporarily with public and private streets roads lanes footways sewers courts passages tramways gas or water pipes electric lines wires and apparatus. A.D. 1911.

(2) Provided that the Corporation shall not interfere with any electric lines wires or apparatus belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878.

42.—(1) The Corporation may sell meters and any fittings connected therewith upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit. Power to sell or let meters &c.

(2) The provisions of section 14 (Power to let meters for hire) of the Waterworks Clauses Act 1863 shall extend to authorise the Corporation to let for hire any water fittings to any person supplied by them with water.

43. Before any person connects or disconnects any meter by means of which any of the water of the Corporation is intended to be or has been registered he shall give not less than twenty-four hours' notice in writing to the Corporation of his intention to do so and all alterations or repairs and the connecting and disconnecting of meters shall be done at his cost and under due superintendence of any officer of or person authorised by the Corporation and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings. Notice to Corporation of connecting or disconnecting meters.

44.—(1) Every person who wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or other instrument for measuring water or any fittings belonging to the Corporation or who fraudulently alters the index to any meter or other instrument for measuring water or prevents any meter or other instrument for measuring water from duly registering the quantity of water supplied or fraudulently abstracts consumes or uses water of the Corporation shall (without prejudice to any other right or remedy for the protection of the Corporation) be liable to a penalty not exceeding five pounds and the Corporation may in addition thereto recover the amount of any damage by them sustained. Injuring meters &c.

(2) In any case in which any person has wilfully fraudulently or by culpable negligence injured or suffered to be injured any pipe meter instrument or fittings belonging to the Corporation

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. or has fraudulently altered the index to any meter or other instrument for measuring water or prevented the same from duly registering the quantity of water supplied or has fraudulently abstracted consumed or used water of the Corporation the Corporation may also enter upon the premises occupied by the offender and repair such injury and do all such works matters and things as may be necessary for insuring the proper registering by such meter of the quantity of water supplied by means thereof and the expense of such repair and of all such works matters and things shall be repaid to the Corporation by the person so offending and may be recovered by them as water rates are recoverable.

(3) The existence of artificial means for causing such injury alteration or prevention or for abstracting consuming or using water of the Corporation when such pipe meter instrument or fittings is or are under the custody or control of the consumer shall be *prima facie* evidence that such injury alteration prevention abstraction consumption or use as the case may be has been fraudulently knowingly and wilfully caused by the consumer using such pipe meter instrument or fittings.

Power to
supply
fittings.

45.—(1) The Corporation may if requested by any person supplied or about to be supplied by them with water furnish to him and repair or alter but shall not manufacture any such pipes valves cocks cisterns baths meters soil-pans waterclosets and other fittings as are required or permitted by their regulations and may provide all materials and work necessary or proper in that behalf and the reasonable charges of the Corporation in providing such materials and executing such work shall be paid by the person requiring the same.

(2) Any fittings let for hire under the provisions of this section shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under any process of any court or any proceedings in bankruptcy against the persons in whose possession the same may be Provided that such fittings have upon them respectively a distinguishing metal plate affixed to a conspicuous part thereof or a distinguishing brand or other mark conspicuously impressed or made thereon sufficiently indicating the Corporation as the actual owners thereof:

Provided as follows:—

A.D. 1911.

- (a) The Corporation shall so adjust the charges to be made by them for any such fittings or for the fixing repairing or removal thereof as to meet any expenditure by them under the powers of this section in connection therewith (including interest upon any moneys borrowed for those purposes and all sums applied to sinking fund for repayment of moneys so borrowed):
- (b) Every sum charged by the Corporation in respect of provision of such fittings or the repairing fixing or removal thereof shall be clearly stated in every demand note delivered by the Corporation to the consumer:
- (c) The total sums expended and received by the Corporation in connection with the purposes in this section mentioned in each year (including interest and sinking fund) shall be separately shown in the published accounts of the water undertaking of the Corporation for such year.

46. The Corporation may on the application of the owner or occupier of any premises within their limits of supply abutting on or being erected in any street laid out but not dedicated to public use supply such premises with water and may lay down take up alter relay or renew in across or along such street such pipes and apparatus as may be requisite or proper for the furnishing such supply and for those purposes the Waterworks Clauses Acts 1847 and 1863 shall apply as if the street were land dedicated to public use.

Power to lay pipes in streets not dedicated to public use.

47.—(1) For the purpose of complying with any obligation under the Waterworks Clauses Act 1847 to maintain any pipe or apparatus the person liable to maintain the same shall have the like power to open the ground as is conferred upon him by and subject to the conditions of sections 48 to 52 of the Waterworks Clauses Act 1847 in relation to the laying of communication pipes.

As to communication pipes.

(2) The Corporation may by agreement with any owner or occupier entitled or required to lay maintain repair or remove any communication pipe and for that purpose to open or break up any street in the borough execute such works on behalf of

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. — such owner or occupier and any expenses incurred by the Corporation shall be repaid by the owner or occupier with whom the agreement is made and shall be recoverable summarily as a civil debt.

Confirmation
of scheduled
agreements.

48.—(1) The agreement dated the thirtieth day of March nineteen hundred and eleven and made between the Corporation of the one part and the Rhymney and Aber Valleys Gas and Water Company of the other part and set forth in the first part of the Third Schedule to this Act and the agreement dated the twenty-ninth day of May nineteen hundred and eleven and made between the Corporation of the one part and the urban district council of Barry of the other part set forth in the second part of the said schedule are hereby respectively confirmed and made binding on the respective parties thereto.

(2) The supply of water to be given by the Corporation to the Rhymney and Aber Valleys Gas and Water Company under the said agreement set forth in the first part of the said schedule shall take priority over any supply which the Corporation may give beyond the statutory limits for the time being of the Corporation for the supply of water but shall not take priority over the supply of water within the said limits.

(3) The supply of water to be given by the Corporation to the urban district council of Barry under the said agreement set forth in the second part of the said schedule shall take priority over any supply which the Corporation may give beyond the statutory limits for the time being of the Corporation for the supply of water other than the supply of water to be given to the Rhymney and Aber Valleys Gas and Water Company under the agreement set forth in the first part of that schedule but shall not take priority over the supply of water within the said limits (or to the said company under the last-named agreement).

Supply to
Caerphilly
Urban Dis-
trict Council.

49. From and after three years from the passing of this Act the Corporation shall deliver in perpetuity to the Caerphilly Urban District Council (unless prevented by frost unusual drought or other unavoidable cause or accident) and the said council shall take at or near the point where the county road leading from Nelson to Quaker's Yard crosses the boundary of the Caerphilly Urban District such supply of filtered water in bulk (not being less than ten thousand nor more than one hundred

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

thousand gallons in any one day of twenty-four hours) as the said council may from day to day require for distribution in the Nelson Ward of the said district in order to supplement their own existing sources within that ward and the said council shall pay to the Corporation for any water taken by the said council under this section the price of sixpence per thousand gallons.

A.D. 1911.

FINANCE AND MISCELLANEOUS.

50.—(1) The Corporation may from time to time independently of any other borrowing power borrow at interest for the purposes mentioned in the first column of the following table the respective sums mentioned in the second column thereof and they shall pay off all money so borrowed within the respective periods (each of which is in this Act referred to as "the prescribed period") mentioned in the third column of the said table (namely):—

Power to borrow.

1	2	3
Purpose.	Amount.	Period for Payment.
(a) For the purchase of land for and for and in connection with the construction of the waterworks and road diversions authorised by this Act.	£ 399,972	Sixty years from the date or dates of borrowing.
(b) For paying the costs charges and expenses of this Act and of the opposition in Parliament to the Rhymney Valley Water Board Bill 1911.	The sum requisite.	Seven years from the date of the passing of this Act.

(2) The Corporation may also with the consent of the Local Government Board borrow such further money as may be necessary for any of the purposes of this Act Any money borrowed under this subsection shall be repaid within such period (in this Act referred to as "the prescribed period") as may be prescribed by the Local Government Board.

(3) In order to secure the repayment of the money borrowed under this section and the payment of the interest thereon the Corporation may mortgage or charge the revenue of their water undertaking and the district fund and general district rate or either of those securities Provided that the provisions of this subsection shall not limit the powers conferred upon the Corporation by section 56 (Power to use one form of mortgage for all purposes) of the Act of 1908.

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911,
Mode of
payment off
of money
borrowed.

51.—(1) The Corporation shall pay off all moneys borrowed by them on mortgage under the powers of this Act either by equal yearly or half-yearly instalments of principal or of principal and interest combined or by means of a sinking fund or partly by one of those methods and partly by another or others of them and the payment of the first instalment or the first payment to the sinking fund shall be made within one year or when the money is repaid by half-yearly instalments within six months from the date of borrowing.

(2) Provided that notwithstanding anything contained in this Act it shall not be obligatory upon the Corporation to pay the first instalment or to make the first payment to the sinking fund for the repayment of money borrowed for the purposes marked (a) mentioned in the section of this Act whereof the marginal note is, "Power to borrow" until the completion of the waterworks authorised by this Act or the year nineteen hundred and twenty-one whichever shall first occur.

Application
of provisions
of Acts of
1895 1903
and 1908.

52. The following provisions of the Act of 1895 the Act of 1903 and the Act of 1908 shall with any necessary modifications and subject as regards mortgages granted under section 56 (Power to use one form of mortgage for all purposes) of the Act of 1908 to the provisions of that section extend and apply to and for the purposes of this Act as if the same were re-enacted in this Act (namely):—

THE ACT OF 1895—

Section 46 (Protection of lender from inquiry); and

Section 48 (Regulations in section 234 of Public Health Act 1875 not to apply):

THE ACT OF 1903—

Section 16 (Limit of pressure);

Section 27 (Power to acquire easements only for aqueducts);

Section 29 (Reservation of water rights &c. on sale);

Section 47 (Formation maintenance and application of sinking fund);

Section 49 (Application of borrowed moneys);

Section 50 (Receiver);

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

- Section 52 (Proceeds of sale of surplus lands &c. to be treated as capital); A.D. 1911.
Section 96 (Inquiries and expenses of Local Government Board);
Section 99 (Recovery of penalties); and

THE ACT OF 1908—

- Section 19 (Owners may be required to sell parts only of certain lands and buildings);
Section 21 (Costs of arbitration &c. in certain cases);
Section 24 (Temporary stoppage of streets);
Section 25 (Persons under disability may grant easements &c.);
Section 26 (Power to sell lands);
Section 49 (Mode of raising money);
Section 50 (Provisions of Public Health Act 1875 as to mortgages to apply);
Section 53 (Corporation not to regard trusts);
Section 54 (Expenses of execution of Act);
Section 64 (Informations by whom to be laid);
Section 65 (Penalties to be paid over to treasurer);
Section 66 (Recovery of demands);
Section 67 (Judges not disqualified);
Section 68 (Application of section 265 of Public Health Act 1875);
Section 69 (Saving for indictments &c.); and
Section 70 (Powers of Act cumulative):

Provided that in the application of section 19 of the Act of 1908 that section shall be read and have effect as if the Second Schedule to this Act were therein referred to instead of the First Schedule to the Act of 1908.

53.—(1) The Corporation shall have power—

(a) To borrow for the purpose of paying off any moneys previously borrowed under any statutory borrowing power which are intended to be forthwith repaid;
or

(b) To borrow in order to replace moneys which during the previous twelve months have been temporarily

Power to
reborrow.

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

applied from other funds of the Corporation in repaying moneys previously borrowed under any statutory borrowing power and which at the time of such repayment it was intended to replace by borrowed moneys.

(2) Any moneys borrowed under this section shall for the purposes of repayment be deemed to form part of the original loan and shall be repaid within that portion of the period prescribed for the repayment of that loan which remains unexpired and the provisions which are for the time being applicable to the original loan shall apply to the moneys borrowed under this section.

(3) The Corporation shall not have power to borrow for the purpose of making any payment to a sinking fund or of paying any instalment or making any annual payment which has or may become due in respect of borrowed moneys.

(4) The Corporation shall not have power to borrow in order to replace any moneys previously borrowed which have been repaid—

(a) By instalments or annual payments; or

(b) By means of a sinking fund; or

(c) Out of moneys derived from the sale of land; or

(d) Out of any capital moneys properly applicable to the purpose of the repayment other than moneys borrowed for that purpose.

(5) Section 68 of the Act of 1858 section 20 of the Act of 1865 section 44 of the Act of 1895 section 48 of the Act of 1903 and so much of section 52 of the Act of 1908 as applies the said section 48 to the purposes of that Act are hereby repealed but without prejudice to anything done or suffered to be done thereunder.

Power to
use sinking
fund instead
of borrowing.

54.—(1) Where the Corporation are authorised by any statutory borrowing power to raise money for any purpose they may instead of exercising such borrowing power by the issue of any fresh security in respect thereof exercise the said power and raise the said money either wholly or partially by using for such purpose so much of any money for the time being forming part of a sinking fund as shall be available for the repayment of—

(a) A loan which is secured by a charge on the same rate of interest or fund or revenue as would be specifically chargeable

as the security for the repayment of a loan under the statutory borrowing power if the same were raised by the issue of a fresh security and which is not shown by the deed to be raised in exercise of a particular borrowing power specified therein; or

A.D. 1911.

- (b) Moneys borrowed and charged upon all the revenues of the Corporation in manner provided by section 56 (Power to use one form of mortgage for all purposes) of the Act of 1908 and not shown by the deed to be raised in the exercise of a particular borrowing power specified therein.

(2) The Corporation when exercising the powers conferred on them by this section shall—

- (a) Withdraw from the sinking fund a sum equal to the amount of the statutory borrowing power proposed to be exercised by the user of moneys from such sinking fund;
- (b) Credit such sinking fund with the repayment of an amount of the principal moneys for the repayment of which the fund is established equal to the sum withdrawn from the sinking fund and thereupon the amount so credited shall be deemed to be principal moneys discharged by application of the sinking fund;
- (c) Debit the account of the statutory borrowing power proposed to be exercised with an amount of the principal moneys equal to the sum withdrawn from such sinking fund and thereupon the statutory borrowing power shall be deemed to have been exercised as fully as if the said amount had been raised by the issue of a fresh security and the provisions of any enactment as to the repayment and reborrowing of sums raised under the statutory borrowing power shall apply thereto accordingly.

(3) The provisions of this section shall not apply to any sinking fund formed under the Local Loans Act 1875.

(4) The Corporation shall furnish all such information (if any) to the Local Government Board with regard to the exercise of the powers contained in this section as that Board shall require.

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

Return to
Local Government
Board as
to sinking
fund.

55.—(1) The town clerk shall within forty-two days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to the sinking fund in respect of any of the moneys raised by the Corporation in pursuance of any statutory borrowing power and not raised by the issue of stock and at any other time when the Board may require such a return to be made transmit to the Board a return in such form as may be prescribed by the Board and if required by the Board verified by a statutory declaration of the town clerk showing for the year next preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year together with such further information (if any) as the Board shall require and in the event of his failing to make such return the town clerk shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Board out of the High Court.

(2) If it appears to the Board by that return or otherwise that the Corporation have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated or to set apart any sum required for the sinking fund (whether such instalment or annual payment or sum is required by the Act in pursuance of which the moneys are raised or by the Board in virtue thereof to be paid appropriated or set apart) or have applied any portion of the sinking fund to any purposes other than those authorised the Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid or applied as in such order mentioned

and any such order shall be enforceable by writ of Mandamus to be obtained by the Board out of the High Court.

A.D. 1911.

56. The following sections of the Act of 1858 are hereby repealed but without prejudice to anything done or suffered to be done therein respectively (namely):—

Repeal of certain sections of Act of 1858.

Section 73 (Liability to rates not to disqualify justices);

Section 74 (Several names in one warrant);

Section 75 (Costs of distress).

57. Where the payment of more than one sum by any person is due under this Act or any of the Acts or Orders relating to the Corporation any summons or warrant issued for the purposes of such Act or Order in respect of that person may contain in the body thereof or in a schedule thereto all the sums payable by him.

Several sums in one summons.

58.—(1) It shall be lawful for the respective councils of the Caerphilly Urban District and the Gelligaer Urban District in the county of Glamorgan and of the Mynyddislwyn Urban District in the county of Monmouth from time to time independently of any other borrowing power to borrow at interest any sum or sums of money required for the purposes of paying the costs charges and expenses payable by them respectively preliminary to and of and incidental to the opposition in Parliament to the Bill for this Act and the promotion in the present session of Parliament of the Bill intituled “ A Bill to “ constitute a Water Board for the Rhymney Valley with power “ to acquire certain water undertakings and works to construct “ new works and to supply water to make provision with respect “ to the establishment of a Joint Committee of the Board and “ the Corporation of Merthyr Tydfil for certain purposes of the “ Act and for other purposes ” as taxed and ascertained by the taxing officer of the House of Lords or of the House of Commons.

Payment of costs by certain district councils.

(2) In order to secure the repayment of the money borrowed under this section and the payment of the interest thereon the Caerphilly Urban District Council and the Gelligaer Urban District Council may mortgage or charge the district fund and general district rate of their respective districts, and the Mynyddislwyn Urban District Council may mortgage or charge the district fund and general district rate of the Mynyddislwyn Urban District accruing from that portion of their district which

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. lies to the west of the road leading from Bryn to St. Sannan's Church Bedwellty.

(3) The respective councils shall pay off all moneys borrowed by them under this section within a period of five years from the passing of this Act.

(4) The respective councils may raise all or any moneys which they are authorised to borrow under this section either by mortgage or by issue of debentures or annuity certificates under and subject to the provisions of the Local Loans Act 1875 or partly in one way and partly in the other and the provisions of the Public Health Act 1875 relating to the borrowing and repayment of money (except so much of section 233 of that Act as relates to the sanction of the Local Government Board and subsections (1) (2) and (3) and so much of subsection (4) as relates to the time for which the moneys may be borrowed of section 234 of that Act) shall apply to moneys borrowed by the respective councils under this section.

(5) The respective clerks of the Caerphilly Urban District Council the Gelligaer Urban District Council and the Mynyddislwyn Urban District Council shall within twenty-one days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to a sinking fund in pursuance of the provisions of this section or in respect of any money raised thereunder and at any other time when the Local Government Board require such a return to be made transmit to the Local Government Board a return in such form as may be prescribed by that Board and if required by that Board verified by statutory declaration of the clerk making the return showing as regards the district council on whose behalf the return is made for the year next preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount if any remaining

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

invested at the end of the year and in the event of any such clerk failing to make such return he shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court. A.D. 1911.

If it appears to the Local Government Board by any such return or otherwise that any of the said councils have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated or to set apart any sum required for any sinking fund (whether such instalment or annual payment or sum is required by this section or by the Local Government Board in virtue thereof to be paid appropriated or set apart) or have applied any portion of any sinking fund to any purposes other than those authorised the Local Government Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid as in such order mentioned and any such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(6) For the purposes of this section the portion of the Mynyddislwyn Urban District which lies to the west of the road leading from Bryn to St. Sannan's Church Bedwelty shall be deemed to be a separate part of that urban district as if such separate part had been so made under and in pursuance of section 211 (4) of the Public Health Act 1875 and the Mynyddislwyn Urban District Council shall for the purposes of this section make separate assessments to the general district rate in respect of such portion of their urban district.

59. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation out of the district fund or out of moneys borrowed under the authority of this Act for that purpose. Costs of Act.

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Number of Section.	Marginal Note.	Extent of Repeal.
	THE MERTHYR TYDFIL WATER ACT 1858.	
19	As to reservoir on River Taf Fechan	The whole section.
20	Quantities of water to be discharged for the supply of the river.	Do.
21	Power to Glamorganshire Canal Company and the occupiers of the ironworks to agree as to different rates of discharge.	Do.
22	As to appointment and duties of reservoir keeper.	Do.
23	Water not to be taken by local board until reservoir is completed &c.	Do.
24	Measuring gauge to be erected and maintained by local board.	Do.
27	Canal Company and occupiers of the ironworks may appoint engineers &c. to inspect state of the works.	Do.
28	Water may be let out of the works in case of danger of the works breaking down &c.	Do.
37	Power for justices to make inquiry as to danger to reservoirs.	Do.
38	Order of justices for immediate repair	Do.
39	Order of justices after summons on local board to repair reservoir.	Do.
40	Order of justices on failure of local board to obey order.	Do.
41	Form of order	Do.
42	Persons acting under order of justices not trespassers	Do.
43	Justices may impose penalty on local board for disobeying order.	Do.
44	As to order of justices on local board for payment of costs.	Do.
45	Power to local board to appeal against order	Do.
46	Local board not to be responsible for consequences of such order.	Do.
	THE MERTHYR TYDFIL WATER ACT 1865.	
9	Provisions of Act of 1858 to apply to extended limits.	So far as that section relates to any provisions of the Act of 1858 repealed by this Act.
	THE MERTHYR TYDFIL DISTRICT COUNCIL WATERWORKS ACT 1895.	
14	Confirmation of scheduled agreement with certain modifications.	The whole section.

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

A.D. 1911.

Number of Section.	Marginal Note.	Extent of Repeal.
15	Repair of existing reservoir	The words "in accordance with the provisions of the scheduled agreement as modified by this Act."
16	For protection of Canal Company and riparian owners.	The whole section.
The schedule.	THE MERTHYR TYDFIL URBAN DISTRICT COUNCIL ACT 1903.	The whole schedule.
35	For protection of riparian owners	The whole section.

THE SECOND SCHEDULE.

PROPERTIES OF WHICH PORTIONS ONLY MAY BE REQUIRED
 BY THE CORPORATION.

Parish.	Numbers on deposited Plans.
Merthyr Tydfil - - -	68 69 70 71 292 and 293.

THE THIRD SCHEDULE.

PART I.

THIS AGREEMENT made the thirtieth day of March one thousand nine hundred and eleven between the MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF MERTHYR TYDFIL (hereinafter called "the Corporation") of the one part and the RHYMNEY AND ABER VALLEYS GAS AND WATER COMPANY (hereinafter called "the company") of the other part.

WHEREAS by an agreement in writing dated the sixth day of February one thousand nine hundred and nine and made between the Corporation of the one part and the company of the other part (hereinafter called "the recited agreement") the Corporation agreed to supply and the company agreed to take filtered water in bulk to the extent in the manner and upon the terms and conditions therein specified:

And whereas the Corporation are promoting a Bill (hereinafter called "the Bill") in Parliament in the session of one thousand nine

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. hundred and eleven for obtaining power to construct additional waterworks including a new impounding reservoir (hereinafter called the "Taf Fechan Reservoir"):

Now it is hereby agreed between the parties hereto as follows:—

1. As from the first day of January one thousand nine hundred and eleven the quantity of filtered water which shall be supplied by the Corporation and taken by the company under the recited agreement shall be not less than one hundred million gallons per annum and the recited agreement shall be read and construed as if in the first clause thereof one hundred million were substituted for fifty million.

2. If the Bill be passed into law with the addition thereto of a provision for confirmation of this agreement as hereinafter mentioned the recited agreement shall upon the expiration of three years from the passing of the Bill be cancelled and annulled. Provided that the new supply at the fifth point hereinafter mentioned is forthcoming at that date.

3. From and after the expiration of three years from the passing of the Bill the Corporation shall deliver to the company (unless prevented by frost unusual drought or other unavoidable cause or accident or some act or default of the company) and the company shall take from the Corporation in perpetuity a supply in bulk of filtered water pure and wholesome in character and in accordance with the provisions hereinafter contained.

4. Pending the construction of the Taf Fechan Reservoir the quantity of water so to be supplied shall be such quantity not exceeding two million gallons a day as the company may from time to time by notice in writing to the Corporation require. Provided that during the period of two years following next after the expiration of three years from the passing of the Bill the company shall take or pay for as taken a minimum quantity of one million gallons per day and during the next period of two years shall take or pay for as taken a minimum quantity of one million two hundred and fifty thousand gallons per day and after the expiration of the said periods of two years and two years the company shall take or pay for as taken a minimum quantity of one million five hundred thousand gallons per day and Provided also that after the completion of the Taf Fechan Reservoir the Corporation shall not be bound to deliver in any period of twenty-four consecutive hours a quantity exceeding four million gallons unless in the opinion of the Corporation such excess quantity can be supplied from the Taf Fechan Reservoir (as existing when the notice in writing requiring such excess quantity is given) without reducing interfering with or prejudicing the supply of water by the Corporation within the area for the time being comprised in their statutory limits of supply and the supply of water which the Corporation may be required to deliver for use outside that area in pursuance of any agreement

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

entered into by them before the date upon which the notice in writing requiring such excess quantity is given. A.D. 1911.

5. The water to be supplied shall be delivered by the Corporation at the four points (shown on the plan hereto annexed) at which water is now supplied by them to the company under the recited agreement (that is to say) at or near the existing points, (1) Dowlais Top on the main road at north-eastern boundary of the borough (2) a point on the Cwm-Bargoed Railway where the meter measures the Vochriw water (3) a point on the Corporation 6-inch main opposite Bedlinog where the meter measures the Bedlinog water and (4) Treharris on the public road at or near southern boundary of the borough where the meter measures the Trelewis water and also at a fifth point also shown on the said plan which shall be situate at or near the boundary of the present statutory limits of supply of the company on the county road between Nelson and Ystrad Mynach or at or near point No. 4 aforesaid. And the company shall be at liberty from time to time to specify in writing to the Corporation what portion of the total quantity of water to be supplied under this agreement shall be delivered at each of the said points respectively and the Corporation shall deliver the water at the points and in the proportions so specified and the water delivered at the said points numbered 1 2 and 3 shall be water derived from the Neuadd Reservoirs of the Corporation. Provided always that until the completion of the said Taf Fechan Reservoir the Corporation shall not be bound at any time to deliver at the said points numbered 1 2 and 3 or to supply from their said Neuadd Reservoirs any quantity of water exceeding six hundred thousand gallons of water in any period of twenty-four consecutive hours nor after the completion thereof a quantity exceeding one million gallons during the said period.

6. At or near each of the said five points of delivery the Corporation shall provide fix and maintain and whenever necessary repair and renew an efficient and suitable self-recording meter (including any necessary subsidiary apparatus) for measuring the water to be supplied by the Corporation to the company under this agreement and the Corporation shall at all times keep the said meter in proper condition and working order. The said meter shall be the property of the Corporation but shall be enclosed and shall be inaccessible except by means of two keys one of which shall be kept in the custody of the Corporation and the other in the custody of the company but each of the said parties shall whenever so requested by the other afford to the other all reasonable facilities for inspecting the said meter and taking copies of the records thereof and the company shall at all times afford to the Corporation such facilities as the Corporation may require for maintaining repairing and renewing the said meter and keeping the same in proper condition and working order as aforesaid.

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

7. The Corporation shall provide lay and maintain and whenever necessary repair and renew all such proper and suitable pipes (including any necessary subsidiary apparatus) as may be required for conveying the supply of water aforesaid from the main pipes of the Corporation to the said meters at or near the said points of delivery 1 2 3 and 4 and the said pipes shall be the property of the Corporation but shall be kept and used by them exclusively for the purposes of the supply of water to the company under this agreement.

8. The Corporation shall provide and lay at the cost of the company all such proper and suitable pipes (including any subsidiary apparatus) as may be required for conveying the supply of water aforesaid from or near point 4 referred to in paragraph 5, hereof to the boundary of the statutory limits of supply of the company on the county road between Nelson and Ystrad Mynach. The amount of the said cost shall be certified in writing by the borough engineer for the time being of the Corporation and his certificate shall subject to clause 16 hereof be final and binding on both the Corporation and the company and the company shall pay the amount so certified as aforesaid to the Corporation within a period of three months from the date of such certificate.

9. In consideration of the obligations undertaken by the Corporation as aforesaid with respect to the said meters the company shall pay to the Corporation a yearly sum equivalent to 10 per cent. per annum upon the capital cost of providing and fixing the said meters and the said yearly sum shall begin to accrue on the day on which the Corporation begin to deliver the water hereby agreed to be supplied and shall continue from thenceforth so long as this agreement shall remain in force and the said sum shall be paid by equal quarterly instalments the first of which shall be payable at the expiration of three calendar months from the day on which the Corporation begin to deliver the said water and the subsequent instalments shall be paid at the end of recurrent intervals of three calendar months. The amount of the said capital cost shall be certified in writing by the borough engineer for the time being of the Corporation and his certificate shall subject to clause 16 hereof be final and binding on both the Corporation and the company.

10. The price to be paid by the company to the Corporation for the total quantity of water taken or hereby agreed to be paid for as taken by the company during each succeeding period of three months from the day on which the Corporation begin to deliver the water shall be as follows (that is to say):—

In respect of such proportion of the said total quantity as represents an average of one million gallons per day the price shall be $3\frac{1}{2}d.$ per thousand gallons:

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

If the said total quantity is equivalent to an average of more than one million gallons per day then the price shall be— A.D. 1911.

In respect of the first million gallons per day of average quantity $3\frac{1}{2}d.$ per thousand gallons;

In respect of the next million gallons (or any less number of gallons) per day of average quantity $3\frac{1}{4}d.$ per thousand gallons;

In respect of any quantity by which the total quantity shall exceed an average of two million gallons per day $3d.$ per thousand gallons.

11. For the purpose of calculating the amount payable by the company in respect of the said price the quantity of water recorded by the said meters as having been taken by the company in any period shall be deemed except in the event of any manifest error to be the quantity taken by them in that period and any fractional part of one thousand gallons in the total quantity for three months or in the daily average shall be reckoned as a complete thousand gallons.

12. Immediately upon the expiration of each of the said successive periods of three months the said meters shall be inspected and the records thereof shall be taken by an officer of the Corporation together with an official of the company and the Corporation shall thereupon make up and deliver to the company an account in writing showing the quantity of water taken by the company during the three months and the price payable in respect thereof and the company shall within the ensuing three calendar months after the day on which each such three-monthly account is delivered to them pay to the Corporation the amount due to them in respect of the period to which such account relates.

13. If the company shall not pay the amount due to the Corporation in respect of any period of three months for the water taken or hereby agreed to be paid for as taken by the company within the period of three calendar months in which the same is payable as aforesaid it shall be lawful for the Corporation on giving to the company not less than fourteen days' previous notice in writing of their intention so to do to stop the water from flowing through the meters aforesaid by such means as the Corporation shall think fit until all moneys for the time being due and payable by the company to the Corporation shall have been paid and the company shall pay to the Corporation the cost incurred by them in so stopping the water from flowing Provided always that nothing herein contained shall prejudice or interfere with the exercise of any legal remedies to which the Corporation may be entitled for recovering any sum of money payable by the company to them in pursuance of this agreement.

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911.

14. Any notice under these presents required to be given to the company may be given by addressing the same to the secretary of the company at the principal office for the time being of the company and any notice under these presents required to be given to the Corporation may be given by addressing the same to the town clerk at the Town Hall Merthyr Tydfil.

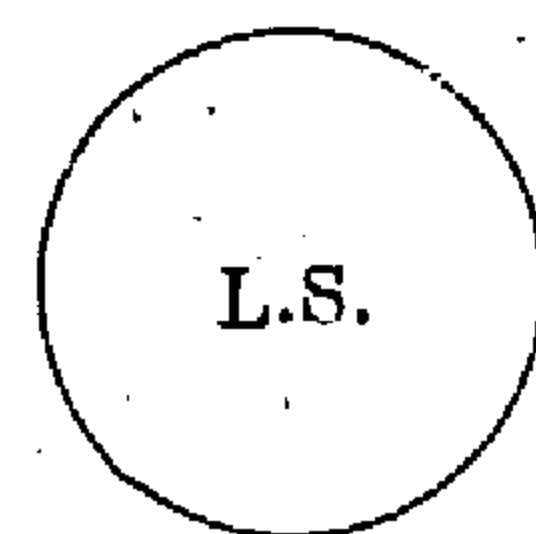
15. The company shall if so required by the Corporation and at the expense of the Corporation support the passage of the Bill through Parliament by petitioning in its favour or by authorising any directors or officers of the company to give evidence in its favour before a committee of either House of Parliament or otherwise as the Corporation may reasonably require and the company shall be at liberty to present petitions in both or either 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.

16. If any difference shall arise between the Corporation and the company as to the construction of these presents or as to anything contained in or arising out of these presents such difference shall be determined by arbitration in manner provided by the Arbitration Act 1889 or any statutory modification thereof for the time being in force.

17. This agreement except so far as regards clauses fifteen and sixteen thereof is made subject to confirmation by Parliament under the Bill and subject to such alterations as Parliament may think fit to make therein but if the Committee of either House of Parliament to whom the Bill is referred make any material alteration in this agreement it shall be competent to either party thereto to withdraw the same and upon such withdrawal this agreement shall become void except so far as regards clauses fifteen and sixteen thereof.

In witness whereof the Corporation and the company have caused their common seals to be hereunto affixed the day and year first above written.

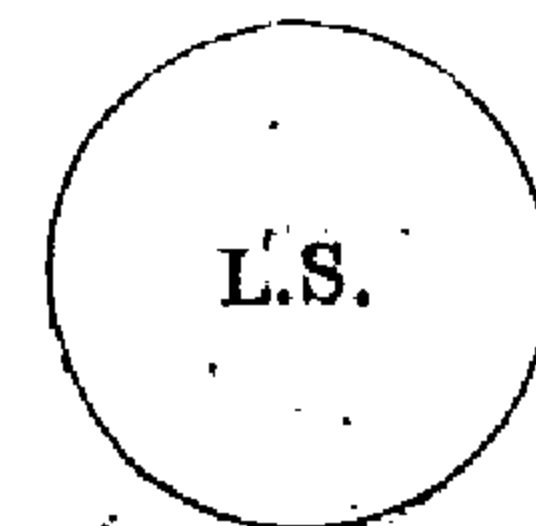
The common seal of the Corporation was hereunto
affixed in the presence of



R. EVANS Mayor.

T. ANEURYN REES Town Clerk.

The common seal of the company was hereunto affixed
in the presence of



H. OAKDEN FISHER Chairman.

ARNOLD BRANSON Secretary.

PART II.

A.D. 1911.

AN AGREEMENT made the twenty-ninth day of May one thousand nine hundred and eleven between the MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF MERTHYR TYDFIL (hereinafter called "the Corporation") of the one part and the URBAN DISTRICT COUNCIL OF BARRY in the county of Glamorgan (hereinafter called "the council") of the other part.

WHEREAS the Corporation are promoting a Bill (hereinafter called "the Bill") in Parliament in the session of 1911 for obtaining power to construct additional waterworks including a new impounding reservoir (hereinafter called the "Taf Fechan Reservoir"):

And whereas the Corporation and the council have agreed that a supply of water shall be provided by the Corporation to the council in bulk upon the terms and conditions hereinafter contained:

Now it is hereby agreed between the parties hereto as follows:—

1. If the Bill be passed into law with the addition thereto of a provision for confirmation of this agreement as hereinafter mentioned the Corporation shall from the date upon which the Taf Fechan Reservoir is completed and filled with water or the expiration of a period of seven years from the date of this agreement (whichever shall first happen) deliver to the council (unless prevented by frost unusual drought or other unavoidable cause or accident or some act or default of the council) and the council shall take from the Corporation in perpetuity a supply of water in bulk in accordance with the provisions hereinafter contained.

2. The water to be supplied aforesaid shall be filtered water of pure and wholesome quantity and suitable for all domestic and trade purposes and shall be delivered by the Corporation at the point of delivery hereinafter described at a pressure sufficient to raise the same to an elevation of at least five hundred feet above Ordnance datum.

3. The council shall take or pay for as taken a minimum quantity of water one hundred and eighty-two and a half million gallons in each period of three months ending the thirty-first day of March the thirtieth day of June the thirtieth day of September and the thirty-first day of December in each year to be delivered in such quantities as may be required by the council not being less than one and a half million gallons or more than two and a half million gallons in any one day Provided that if the council shall at any time within seven years after the commencement of the supply of water to them under this agreement give to the Corporation notice in writing that they will require the Corporation to deliver to the council in addition to the said minimum quantity a further quantity of water not exceeding one hundred and eighty-

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. two and a half million gallons in each such period of three months the Corporation shall deliver to the council and the council shall take or pay for as taken such further quantity of water and from such date as shall be specified in such notice such further quantity of water shall be delivered in such daily quantities as may be required by the council but so that the maximum shall not exceed or the minimum be less than the average by more than five hundred thousand gallons.

4. The water to be supplied shall be delivered by the Corporation at a point on the southern boundary of the area comprised within the limits within which the Corporation have power to supply water at or near Abercynon such point to be mutually agreed upon by the parties hereto.

5. At or near the said point of delivery the Corporation shall provide fix and maintain and whenever necessary repair and renew an efficient and suitable self-recording meter (including any necessary subsidiary apparatus) for measuring the water to be supplied by the Corporation to the council under this agreement and the Corporation shall at all times keep the said meter in proper condition and working order. The said meter shall be the property of the Corporation but shall be closed and shall be inaccessible except by means of two keys one of which shall be kept in the custody of the Corporation and the other in the custody of the council but each of the said parties shall whenever so requested by the other afford to the other all reasonable facilities for inspecting the said meter and taking copies of the records thereof and the council shall at all times afford to the Corporation such facilities as the Corporation may require for maintaining repairing and renewing the said meter and keeping the same in proper condition and working order as aforesaid.

6. The Corporation shall provide lay and maintain and whenever necessary repair and renew all such proper and suitable pipes (including any necessary subsidiary apparatus) as may be required for conveying the supply of water aforesaid from the main pipes of the Corporation to the said meter at or near the said point of delivery.

7. In consideration of the obligations undertaken by the Corporation as aforesaid with respect to the said meter the council shall pay to the Corporation a yearly sum equivalent to ten per cent. per annum upon the capital cost of providing and fixing the said meter (including subsidiary apparatus) such sum not to exceed twenty-five pounds and the said yearly sum shall begin to accrue on the day on which the Corporation begin to deliver the water hereby agreed to be supplied and shall continue from thenceforth so long as this agreement shall remain in force and the said sum shall be paid by quarterly instalments on the dates hereinbefore mentioned the first of which instalments shall be an apportioned amount and shall become due on the first of

[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

the said dates occurring after the Corporation begin to deliver the said water and the subsequent instalments shall become due at the end of recurrent intervals of three calendar months. The amount of the said capital cost shall be certified in writing by the borough engineer for the time being of the Corporation and his certificate shall be final and binding on both the Corporation and the council. A.D. 1911.

8. The price to be paid by the council to the Corporation for the total quantity of water taken or hereby agreed to be paid for as taken by the council shall be threepence per one thousand gallons.

9. For the purpose of calculating the amount payable by the council in respect of the said price the quantity of water recorded by the said meter as having been taken by the council in any period shall be deemed except in the event of any manifest error to be the quantity taken by them in that period and any fractional part of one thousand gallons in the total quantity for three months or in the daily average shall be reckoned as a complete one thousand gallons.

10. If at any time the said meter shall cease to register correctly or shall at any time be removed for the purpose of repair renewal or for any other reason then until the said meter shall be repaired or replaced so as to register correctly the quantity of water passing through it the Corporation shall be entitled to charge and the council shall be liable to pay for a daily quantity of water equal to the average daily quantity of water for which the council shall have paid or been liable to pay in respect of the previous period of three months.

11. Immediately upon the occurrence of the first of the aforesaid quarterly dates and upon the expiration of each of the said successive periods of three months the said meter shall be inspected and the records thereof shall be taken by an officer of the Corporation together with an officer of the council and the Corporation shall thereupon make up and deliver to the council an account in writing showing the quantity of water taken by the council and the price payable in respect thereof and the council shall within one calendar month after the day on which each such account is delivered to them pay to the Corporation the amount due to them in respect of the period to which such account relates. The first of such payments shall be an apportioned payment.

12. If the council shall not pay the amount due to the Corporation in respect of any period of three months for the water taken or hereby agreed to be paid for as taken by the council within the period of one calendar month in which the same is payable as aforesaid it shall be lawful for the Corporation on giving to the council not less than fourteen days' previous notice in writing of their intention so to do to stop the water from flowing through the meter aforesaid by such

[Ch. xcvi.] *Merthyr Tydfil Corporation Water* [1 & 2 GEO. 5.]
Act, 1911.

A.D. 1911. means as the Corporation shall think fit until all moneys for the time being due and payable by the council to the Corporation shall have been paid and the council shall pay to the Corporation the cost incurred by them in so stopping the water from flowing and if the amount due from the council to the Corporation in respect of any period of three months for the water taken or agreed to be paid for as taken by the council remains unpaid for the space of three calendar months after the expiration of the period of one calendar month within which the same is payable the Corporation may by notice in writing to the council terminate this agreement. Provided always that nothing herein contained shall prejudice or interfere with the exercise of any other legal remedies to which the Corporation may be entitled for recovering any sum of money payable by the council to them in pursuance of this agreement.

13. If the Corporation make default in affording any supply of water in accordance with the provisions of this agreement they shall be liable to a penalty not exceeding twenty pounds for every day during which such default shall continue and the council may take proceedings for the recovery of such penalties.

14. Any notice under these presents required to be given to the council may be given by addressing the same to the clerk of the council at the office of the council and any notice under these presents required to be given to the Corporation may be given by addressing the same to the town clerk at the Town Hall Merthyr Tydfil.

15. The council shall if so required by the Corporation and at the expense of the council support the passage of the Bill through Parliament by authorising any members or officers of the council to give evidence in its favour before a committee of either House of Parliament or otherwise as the Corporation may reasonably require.

16. If any difference shall arise between the Corporation and the council as to the construction of these presents or as to anything contained in or arising out of these presents such difference shall be determined by arbitration in manner provided by the Arbitration Act 1889 or any statutory modification thereof for the time being in force.

17. This agreement except so far as regards clauses fifteen and sixteen thereof is made subject to confirmation by Parliament under the Bill and subject to such alterations as Parliament may think fit to make therein but if the Committee of either House of Parliament to whom the Bill is referred make any material alteration in this agreement it shall be competent to either party thereto to withdraw the same and upon such withdrawal this agreement shall become void except so far as regards clauses fifteen and sixteen thereof and

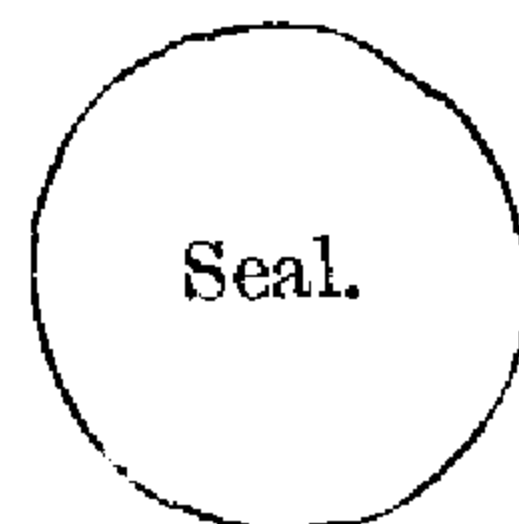
[1 & 2 GEO. 5.] *Merthyr Tydfil Corporation Water* [Ch. xcvi.]
Act, 1911.

this agreement is also made subject to the council obtaining powers to lay and construct the mains and other works required to convey to their district the water intended to be supplied to them under the foregoing provisions and any other powers necessary to enable the council to carry this agreement into effect and in the event of the council not obtaining such powers this agreement shall be void. A.D. 1911.

18. The council shall in the next session of Parliament or in the succeeding session make any application to Parliament or to the Local Government Board which may be necessary for the purpose of obtaining the powers referred to in clause seventeen hereof and shall use their utmost endeavours to acquire such powers.

In witness whereof the Corporation and the council have hereunto affixed their respective common seals the day and year first above written.

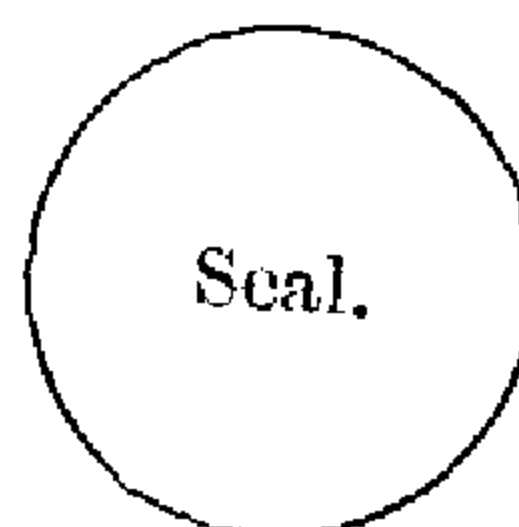
The common seal of the Corporation was hereunto }
affixed in the presence of }



R. EVANS Mayor.

T. ANEURYN REES Town Clerk.

The common seal of the council was hereunto affixed }
in the presence of }



J. WILLIAMS Chairman.

CHARLES B. GRIFFITHS Member.

T. B. TORDOFF Clerk.

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