



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. clxxxvi.

An Act for supplying with Gas and Water *Abertillery* and the Parish of *Aberystwith* in the County of *Monmouth*, and for other Purposes.

[12th August 1867.]

WHEREAS it is expedient that Provision should be made for supplying with Gas and Water *Abertillery* and the Parish of *Aberystwith* in the County of *Monmouth*: And whereas it is expedient that the Persons herein-after named should be incorporated into a Company (in this Act called "the Company") for effecting that Object: And whereas it is expedient that for the Purpose of such Water Supply the Company should be empowered to make and maintain the Reservoir and other Works by this Act authorized: And whereas Plans and Sections of the Works by this Act authorized showing the Situation and Levels thereof, with a Book of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through and upon which such Works are intended to be constructed, have been deposited at the Office of the Clerk of the Peace for the County of *Monmouth*: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and

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be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

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

8 & 9 Vict. cc. 16. & 18.,
10 & 11 Vict. cc. 15. & 17.,
23 & 24 Vict. c. 106., and
26 & 27 Vict. cc. 93. & 118.
incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Part I. (relating to Cancellation and Surrender of Shares) and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Gasworks Clauses Act, 1847," and "The Waterworks Clauses Acts, 1847 and 1863," respectively, are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Same Meanings to Words in incorporated Acts as in this Act.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; and in this Act and the Acts and Parts of Acts incorporated herewith the Expression "the Company" shall mean the Company incorporated by this Act, or the *Brynmawr Gas Company*, as the Case may require; the Expression "the Works" shall mean the Works authorized by this Act to be constructed by the Company; the Expressions "the Gasworks," and "the Waterworks," shall mean respectively the Gasworks and Waterworks of the Company; the Expression "the Undertaking" shall mean and include such Gasworks and Waterworks; the Expression "Fiat in Bankruptcy" shall mean and include any Proceedings in Bankruptcy; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of Act for the Supply of Gas and Water.

4. The Limits of this Act for the Supply of Gas and Water shall be and include the Parish of *Aberystroth* in the County of *Monmouth*.

Company incorporated.

5. *David Edwards, George Hicks, John Judd, and Alfred Maddox Jones*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of supplying Gas and Water within the Limits of this Act, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of the *Abertillery Gas and Water Company*, and by that Name shall be

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be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act.

6. The Capital of the Company shall be Eight thousand Pounds Capital in Eight hundred Shares of Ten Pounds each.

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

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

9. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present (in person or by proxy) at a General Meeting of the Company specially convened for the Purpose, may from Time to Time divide any Share in their Capital into Half Shares, of which one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share:" Provided always, that the Company shall not divide any Share under the Authority of this Act unless and until not less than Sixty *per Centum* upon such Share has been paid up, and upon every such Division Fifty *per Centum* upon the entire Share shall be carried to the Credit of the Deferred Half Share (being the whole Amount payable thereon), and the Residue to the Credit of the Preferred Half Share. Power to divide Shares.

10. The Dividend which would from Time to Time be payable on any divided Share if the same had continued an entire Share shall be applied in Payment of Dividends on the Two Half Shares in manner following; (that is to say,) first, in Payment of Dividends after such Rate not exceeding Six *per Centum per Annum* as shall be determined at a General Meeting of the Company specially convened for the Purpose on the Amount for the Time being paid up on the Preferred Half Share, and the Remainder, if any, in Payment of Dividend on the Deferred Half Share, and the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would have from Time to Time been payable on the entire Share if the same had not been divided. Dividends on Half Shares.

11. Each Preferred Half Share shall be entitled, out of the Profits of each Year, to the Dividend which may have been attached to it by the Dividend on Preferred Half Shares

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to be paid
out of Profits
of the Year
only.

the Company as aforesaid, in priority to the Deferred Half Share bearing the same Number; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the full Amount of Dividend on any Preferred Half Share for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Half Shares
to be regis-
tered, and
Certificates
issued.

12. Forthwith after the Creation of any Half Shares the same shall be registered by the Directors, and each Half Share shall bear the same Number as the Number of the entire Share Certificate in respect of which it was issued, and the Directors shall issue Certificates of the Half Shares accordingly, and shall cause an Entry to be made in the Register of the entire Shares of the Conversion thereof: Provided always, that the Directors shall not be bound to issue a Certificate of any Half Share until the Certificate of the existing Share be delivered to them to be cancelled, unless it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any such Certificate being so delivered up the Directors shall cancel it.

Terms of
Issue to be
stated in
Certificates.

13. The Terms and Conditions on which any Preferred Half Share or Deferred Half Share created under this Act is issued shall be stated on the Certificate of each such Half Share.

Forfeiture of
Preferred
Half Shares.

14. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Forfeiture of Shares for Nonpayment of Calls, shall apply to all Preferred Half Shares to be created under the Authority of this Act, and every such Preferred Half Share shall for that Purpose be considered a whole Share distinct from the corresponding Deferred Half Share: Provided always, that until any forfeited Preferred Half Share shall be sold by the Directors of the Company all Dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards Payment of any Expenses attending the Declaration of Forfeiture thereof, and of the Arrears of Calls for the Time being due thereon, with Interest.

Preferred
Half Shares
not to be
cancelled or
surrendered.

15. No Preferred Half Share created under the Authority of this Act shall be cancelled or be surrendered to the Company.

Half Shares
to be Half
Shares in
Capital.

16. The several Half Shares under this Act shall be Half Shares in the Capital of the Company, and every Two Preferred or Deferred Half Shares held by the same Person shall confer such Right of voting at Meetings of the Company, and (subject to the Provisions herein-before contained) shall confer and have all such other Rights, Qualifications, Privileges, Liabilities, and Incidents, as attach and are incident to an entire Share.

17. If

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

Receipts
Guardians,
&c. to be
sufficient
Discharge.

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

Power to
borrow on
Mortgage.

19. The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages, by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Two hundred Pounds in the whole.

Arrears may
be enforced
by Appoint-
ment of a
Receiver.

20. The Company may create and issue Debenture Stock.

Debenture
Stock.

21. All Monies to be borrowed on Mortgage under this Act from the Time when the same shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect any Claim or Lien in respect of any Land taken, used, or occupied by the Company under the Powers of this Act.

Money bor-
rowed on
Mortgage to
have Pri-
ority.

*The Abertillery Gas and Water Act, 1867.*Application
of Monies.

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

First Ordinary Meeting.

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

Quorum of Meetings.

24. The Quorum in order to constitute a Meeting (whether ordinary or extraordinary) of the Company shall be not less than Five Shareholders holding not less than One thousand Pounds of the Capital of the Company.

Number of Directors.

25. The Number of Directors shall be Six, but the Company may from Time to Time reduce the Number, provided that the Number be not less than Three.

Qualification of Directors.

26. The Qualification of a Director shall be the Possession in his own Right of not less than Ten Shares.

Quorum.

27. The Quorum of a Meeting of Directors shall be Four, unless the Number of Directors shall be reduced as aforesaid, and then if the Number be reduced to Five or to Four the Quorum shall be Three, and if the Number be reduced to Three the Quorum shall be Two.

First Directors.

Election of Directors.

28. *David Edwards, George Hicks, John Judd, and Alfred Maddox Jones*, and such Two other duly qualified Persons as they or the Majority of them shall nominate in that Behalf, shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Power to purchase Lands by

29. The Company may purchase or acquire by Agreement the Lands specified in the Schedule to this Act, and may also purchase and

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and acquire from any Person or Persons willing to sell or grant the same any further Lands not exceeding in Quantity Ten Acres, or the Company may take by Agreement any Easements, Rights, or Privileges in, over, or affecting any of such Lands respectively for the Purposes of their Undertaking, and the Persons empowered by "The Lands Clauses Consolidation Act, 1845," respectively, to sell and convey or release Lands shall have full Power to grant to the Company any such Easement, Right, or Privilege, and, if they shall so think fit, in consideration of an annual Rentcharge; and all the Provisions of the last-mentioned Act, and of the Lands Clauses Consolidation Acts Amendment Act, 1860, with respect to the Purchase of Lands by Agreement and to Rentcharges, shall extend and apply to such Easements, Rights, and Privileges, and to Rentcharges granted for the same: Provided always, that the Company shall not, under the Powers of this Act, erect any Works for the Manufacture or Storage of Gas upon any Lands other than those specified in the said Schedule to this Act.

Agreement
for Gas-
works.

30. The Company may erect and maintain Works for the Manufacture of Gas upon the Lands specified in the Schedule to this Act, and may do all such Acts as they think proper for supplying Gas within the Limits of this Act, and may make, store, and supply Gas accordingly, and may manufacture, sell, and dispose of Coke, Tar, and other Matters and Things produceable from the residual Products arising or resulting from the Manufacture of Gas, and may acquire and hold Patent Rights, or take Licences to hold and use (but not so as to acquire the exclusive Right thereto) Patent Rights, for the Manufacture and Distribution of Gas, or the Utilization of the residual Products from Gas, and may purchase and sell Coal, Lime, and Slates, and may manufacture and deal in Bricks, Pipes, Tiles, and other like Articles or Things, and may manufacture, purchase, and hire Gas Meters, Fittings, and other Gas Apparatus, and may sell or let the same, and may provide and do all such Matters and Things as are incidental to the Business of a Gaslight and Coke Company.

Powers as to
Erection of
Gasworks,
&c.

31. Nothing in this Act shall exonerate the Company from any Indictment, Action, or other Proceeding for Nuisance in the event of any Nuisance being caused by them.

Company
liable for
Nuisances.

32. The Company, with the Consent of the Owner or Occupier of any Building, may lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against such Building for the Purpose of lighting it, and may, with the like Consent, provide and set up any Apparatus necessary for securing to such Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply, and may from Time to Time, with the

Power to lay
Pipes against
Buildings.

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the like Consent, repair, replace, alter, or discontinue and remove any such Pipe, Branch, or Apparatus.

Consumers may be required to consume by Meter.

33. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter, and all such Meters shall be subject to the Provisions of the Act for regulating Measures used in Sales of Gas, and until a Meter be examined and stamped, under the Provisions of that Act, it shall be approved by the Company, and may from Time to Time be examined and tested by them.

Register of the Meter *primâ facie* Evidence.

34. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, and in respect of which any Rent is charged and sought to be recovered by the Company: Provided always, that if any Meter becomes defective, or if in any Case the Company have Reason to believe that the Quantity of Gas appearing by the Register to have been consumed is not the Quantity actually consumed, the Company may charge and recover in respect of the Quantity actually consumed; and if the Company and the Customer differ as to the Quantity, such Difference shall be determined, upon the Application of either Party, by Two Justices, who may also order and direct by which of the Parties the Costs of and relating to the Proceedings before them shall be paid.

Limiting the Price of Gas.

35. The Price to be charged by the Company for Gas supplied to Persons who shall burn the same by Meter shall not exceed Six Shillings *per* One thousand Feet.

Quality of Company's Gas.

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

Company to erect a Meter to test Quality of Gas.

37. The Company shall, within Twelve Months from the passing of this Act, cause to be erected an Experimental Meter fit for testing all the Gas provided by the Company, not nearer than Half a Mile from their Works, furnished with an Argand Fifteen-Hole Burner and a Seven-Inch Chimney, or other approved Burner and Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, so situated and arranged as to test the illuminating Power of all the Gas supplied to the Consumers, and shall at all Times keep and maintain the Experimental Meter and Apparatus in good Repair and working Order, and if and when necessary renew the same.

38. It

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38. It shall be lawful for Two Justices, on the Application of any Consumers of the Gas of the Company, not being less than Five in Number, by Order in Writing, to appoint some competent Person to proceed to the Works of the Company, and the Person so appointed may, at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiment of the illuminating Power of the Gas by means of the Experimental Meter and other Apparatus before mentioned, and the Company and their Officers shall afford all reasonable Facilities and Assistance for the making of such Experiments; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine under the Circumstances of the Case.

As to testing
the Quality
of Gas.

39. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Cost of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company, but in the event of no Penalty being imposed such Costs shall be awarded to be paid to the Company by the Consumers making such Application as aforesaid, and shall be paid or levied accordingly.

Costs of
Experiment
to be paid
according to
Events.

40. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Fittings belonging to the Company, or shall fraudulently alter the Index to any Meter, or shall prevent any Meter from duly registering the Quantity of Gas supplied, shall, without Prejudice to any other Right or Remedy for the Protection of the Company or the Punishment of the Offender, for every such Offence forfeit and pay to the Company a Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damages by them sustained; and in any Case in which any Person shall have wilfully or fraudulently injured or suffered to be injured any Meter or Fittings belonging to the Company, or shall have fraudulently altered the Index to any Meter, or prevented any Meter from duly registering the Quantity of Gas supplied, the Company may also discontinue the Supply of Gas to the Person so offending (notwithstanding any Contract previously existing) for the Space of Six Months from the Commencement of

Fraudulently
injuring
Meters.

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such Discontinuance ; and the Existence of artificial Means for causing such Alteration or Prevention, when such Meter shall be under the Custody or Control of the Consumer, shall be *prima facie* Evidence that such Alteration or Prevention, as the Case may be, has been fraudulently, knowingly, and wilfully caused by the Consumer using such Meter.

Power to
remove
Meters and
Fittings.

41. The Company, by their Agents or Workmen, after giving Forty-eight Hours Notice in Writing to the Occupier, or, if unoccupied, then to the Owner or Lessee of Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to the Company are laid or fixed, and through or in which the Supply of Gas shall from any Cause, other than the Neglect or Default of the Company or their Servants, be discontinued, may enter such Land, House, or Building between the Hours of Nine in the Forenoon and Four in the Afternoon, and may remove such Pipes, Mains, Meters, or Fittings, but repairing all Damages caused by such Removal ; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or sent by Post addressed to such Person, or if such Person or his Address be not known to the Company, and cannot, after due Inquiry, be found or ascertained, then by being affixed on some conspicuous Part of such Land, House, or Building.

Incoming
Tenant not
liable to pay
Arrears of
Gas Rent,
&c.

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

Rent for Gas
and Fittings
under 20l.

43. In addition to the Powers given by "The Gasworks Clauses Act, 1847," in this Behalf, the Company may recover the Rent of any Gas, or the Price or Rent of any Pipe, Burner, Meter, Lamp, or Fittings supplied, sold, delivered, or let to Hire by the Company, together with the Expense of cutting off the Surface Pipe or Gas, by Action in any Court of competent Jurisdiction.

Power to
construct
Reservoir,
&c.

44. Subject to the Provisions of this Act, the Company may make and maintain in the Situation and according to the Levels shown on the deposited Plans and Sections a Reservoir, with all necessary Approaches, Embankments, and other Works connected therewith, for the Purpose of supplying Water within the Limits of this Act, and may enter upon, take, and use such of the Lands delineated

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delineated on the said Plans, and described in the deposited Books of Reference, as may be required for that Purpose.

45. The Water to be supplied by the Company need not be constantly laid on under Pressure.

Water need not be constantly laid on under Pressure.

46. The Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company is or shall be laid, or on the Application of any Person who under the Provisions of this Act is entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Use at any Rate on the annual Rackrent of the House or Part of a House or Premises supplied if the same be let at Rackrent, and on the annual Value if and while the same is not let at Rackrent, not exceeding the following; that is to say, if the annual Rackrent or Value do not exceed Twenty Pounds, Six Pounds *per Centum per Annum* upon such annual Rackrent or Value; if the annual Rackrent or Value exceed Twenty Pounds and do not exceed Thirty Pounds, Five Pounds Ten Shillings *per Centum per Annum* on such annual Rackrent or Value; and if the annual Rackrent or Value exceed Thirty Pounds, Five Pounds *per Centum per Annum* on such annual Rackrent or Value: Provided always, that the Company shall not be bound to supply any House, Part of a House, or Premises for any less Sum than Five Shillings *per Annum*; provided also, that in the Case of any House or Part of a House or Premises used in part as Retail or Wholesale Shops or Ware-rooms the said Rate shall be charged (if the annual Rackrental shall amount to more than Twenty Pounds and shall not exceed Fifty Pounds) on Three Fourths only of such annual Rackrental, and (if the annual Rackrental shall amount to more than Fifty Pounds) upon Two Thirds only of such annual Rackrental.

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

47. In addition to the Rates for the Supply of Water for domestic Purposes, the Company may demand and receive, for every Water-closet beyond or more than One in any House, any yearly Sum not exceeding Five Shillings; and for every private Bath in any House, the Rackrental or annual Value of which shall not amount to Forty Pounds, any yearly Sum not exceeding Twelve Shillings; and for every such private Bath beyond or more than One in any House, the Rackrental or annual Value of which shall amount to or exceed Forty Pounds, any yearly Sum not exceeding Twelve Shillings.

Rates for Waterclosets and Baths.

48. Provided always, That the Company shall not be compellable to supply with Water any Watercloset or any private Bath, or the Apparatus or Pipes connected therewith respectively, unless the same

For preventing fouling Water.

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be so constructed and used as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air or noisome and impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company, nor unless such private Bath shall be so constructed as to contain, when filled for Use, not more than Fifty Gallons of Water.

Water supplied by Agreement.

49. The Company may from Time to Time supply any Person with Water for any Purposes for which no specific Rates are by this Act limited for such Remuneration, and such Supply may be by Measure or otherwise, and upon such Terms and Conditions, as shall be agreed on between the Company and the Persons desirous of having the Supply.

Notice to discontinue Supply to be in Writing.

50. No Notice to the Company to discontinue the Use of any Water supplied by them shall be of any Effect unless such Notice shall be in Writing, and shall be left at the principal Office for the Time being of the Company.

Cisterns to be supplied with proper Ballcocks, &c.

51. Every Person supplied with Water by the Company who shall use a Cistern or other Receptacle for the Water for which he shall be supplied shall furnish the same with an efficient Ballcock or other like Apparatus, and the Surveyor, or any other Person acting under the Authority of the Company, may, between the Hours of Nine of the Clock in the Forenoon and Four of the Clock in the Afternoon, enter into any House in order to examine if there be any Waste, Misuse, or undue Consumption of Water by means of any Overflow, Spout, Waste Pipe, or other Means or Contrivance; and in case any such Waste, Misuse, or undue Consumption of Water shall be found to exist from the Use of any such Overflow, Spout, Waste Pipe, or other Means or Contrivance, it shall be lawful for such Surveyor or other Person to give not less than Three clear Days Notice in Writing to the Person so supplied with Water to alter, repair, and amend, or, in default thereof, for the Removal of such Overflow, Spout, Waste Pipe, or other Means or Contrivance, and the Person so supplied shall forthwith alter, repair, amend, or remove the same, in accordance with such Notice, after the Expiration of Three Days from the giving of such Notice.

Regulations to be made for preventing Waste of Water.

52. Subject to the Provisions of this Act, it shall be lawful for the Company or the Directors thereof from Time to Time to make such reasonable Regulations as shall be necessary or expedient for the Purpose of preventing the Waste or Misuse of Water, and, amongst other things, to prescribe the Size, Nature, and Strength of the Pipes, Cocks, and other Apparatus to be used, and to interdict the Use of any Pipes, Cocks, and other Apparatus which may tend to such Waste

or

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or Misuse as aforesaid, and in the event of such Regulations or any of them not being observed by any Person about to become a Customer of the Company, or being a Customer of the Company, the Company may refuse to supply Water or cut off the Water supplied by them to such Person or Customer, as the Case may be, until such Regulations shall have been complied with; and in the event of any Dispute as to whether such Regulations are reasonable, or whether such Regulations have been complied with by any Person whose Water shall have been so cut off as aforesaid, such Dispute may from Time to Time, upon the Application of the Company, be settled by Two Justices in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices.

53. In all Cases in which the Company are by "The Waterworks Clauses Act, 1847," or "The Waterworks Clauses Act, 1863," or by this Act, authorized to cut off the Pipe to or turn off Water from any Premises, the Company, their Agents and Workmen, (after giving Notice to the Owner or Occupier as herein-after provided,) may enter into any such Premises between the Hours of Nine in the Forenoon and Four in the Afternoon for the Purpose of cutting off any Pipe by which the Water of the Company shall be supplied to such Premises.

Entry on
Premises to
cut off Sup-
ply in certain
Cases.

54. The Notice to be given previously to such Entry shall be in Writing, and shall be served in manner following; (that is to say,)

Mode of
giving
Notice.

If the Premises intended to be entered be occupied, then by leaving the Notice thereat or by delivering the same to the Occupier thereof Twenty-four Hours at least previously to such Entry:

If such Premises be unoccupied, and the Owner thereof and his usual Place of Abode be in *England*, and be known to the Company, then by delivering the Notice to such Owner or by leaving the same at his usual Place of Abode Twenty-four Hours, or by sending the same by Post by registered Letter addressed to him at his usual Place of Abode Forty-eight Hours, at least previously to such Entry:

If such Premises be unoccupied, and the Owner thereof or his usual Place of Abode be not in *England*, or be not known to the Company after due Inquiry, then by affixing the Notice on some conspicuous Part of such Premises Three Days at least previously to such Entry; and for the Purposes of this Provision any Person receiving the Rents of any such Premises, either on his own Account or as Agent for any other Person, shall be deemed the Owner of such Premises.

[*Local.*]

33 N

55. All

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Undisputed
Rate, &c.
may be re-
covered by
Distress.

55. All Sums of Money due to the Company for the Supply of Gas or Water, or for the Hire or fixing of Meters or Fittings, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount whereof shall not be *bonâ fide* disputed, may (the Party in default being first duly summoned) be levied by Distress, and any Justice, on Application, may issue his Warrant accordingly.

Several
Names in
One War-
rant.

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

Warrant
may include
Costs.

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

Recovery of
Sums by
Action.

58. Whenever any Person neglects to pay any Rent or Sum due to the Company, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction, and the Remedy of the Company under this Enactment shall be in addition to their other Remedies for the Recovery of such Rent or Sum.

Penalties not
cumulative.

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

Liability to
Gas or Water
Rates not to
disqualify
Justices.

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

Contracts for
supplying
Gas and
Water for
public Pur-
poses.

61. The Company on the one hand, and any Local Board of Health, or Local Board, or the Trustees of any Turnpike or other Road, or any Highway Board constituted in pursuance of any Act relating to Highways in *England*, or the Surveyors of any Highway, or any other Corporations, Bodies, or Persons, on the other hand, may from Time to Time enter into and carry into effect any Contract or Arrangement for the Supply of Gas and Water, or either of them, by the Company, for public Purposes, within the Limits of this Act, for any Period not exceeding, under any One such Contract or Arrangement, Seven Years, and may from Time to Time by mutual Consent vary, suspend, or rescind any such Contract or Arrangement, or enter
into

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into or carry into effect other Contracts or Arrangements in lieu thereof or in addition thereto, and any Board, Trustees, Corporations, Bodies, or Persons so agreeing may apply, for the Purposes of any such Contract or Arrangement, and in Payment of any periodical or other Remuneration or other Consideration payable to the Company under or by virtue thereof, any Funds or Monies which they have raised or may raise under the Powers of any Act of Parliament.

62. And whereas by the *Brynmawr Gas Act, 1866*, the *Brynmawr Gas Company* were incorporated for (amongst other Objects) supplying Gas within the Limits of that Act, which comprise and include, besides various Places in the County of *Brecon*, the Parish of *Aberystroth* in the County of *Monmouth*, but the *Brynmawr Gas Company* have not supplied or taken any Steps towards supplying Gas within that Part of the Parish of *Aberystroth* called *Abertillery*: And whereas it may be hereafter found that the Undertakings of the Company and of the *Brynmawr Gas Company* might be worked and managed more economically and efficiently as One Undertaking than as separate Undertakings: Therefore the Company and the *Brynmawr Gas Company* (in this Act called "the Two Companies") may at any Time hereafter make and carry into effect Agreements and Arrangements, on such Terms and Conditions whatsoever as the Two Companies think fit, for and with respect to the Sale and Transfer by the Company of the Undertaking, Works, and Conveniences, Lands and Property, and their Rights, Powers, Privileges, or Authorities connected therewith, to the *Brynmawr Gas Company*, and the Amalgamation of the Undertaking, Property, and Effects of the Company, and their Rights, Powers, Privileges, and Authorities whatsoever, with the Undertaking, Property, and Effects, Rights, Powers, Privileges, and Authorities of the *Brynmawr Gas Company*.

Power for Company and Brynmawr Gas Company to agree for Sale or Transfer of Undertaking of Company to Brynmawr Company.

63. The Consideration for any such Sale and Conveyance may, as the Two Companies agree, be by way of yearly or other Payment, whether fixed, fluctuating, terminable, contingent, or otherwise, or by way of immediate or future Payment of any fixed, contingent, or other Sum of Money, or by way of Allotment to the Company or their Nominees of any Preferential or Ordinary Shares or Stock of the *Brynmawr Gas Company* which that Company have then created or are then authorized to create, or by way of immediate, future, fixed, or contingent Adoption or Satisfaction by the *Brynmawr Gas Company* of all or any Part of the Debenture Debt of the Company, or by more than One of those Ways, or by making and securing any other Benefit to the Company or to all or any of the Shareholders thereof respectively, and, either with or without any Consideration or Compensation, in any One or more of those Ways.

Consideration for Sale.

64. Pro-

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Saving for existing Preference Stock and Shares of the Brynmawr Company.

64. Provided, That any Consideration or Compensation so made or secured by the Brynmawr Gas Company to the Company or their Shareholders or Nominees shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividends on any Stock or Shares from Time to Time granted by the Brynmawr Gas Company by or in pursuance of or confirmed by any Act of Parliament passed before the making of the Sale and Conveyance; or which is otherwise from Time to Time lawfully subsisting.

Agreements not to affect Persons not Parties thereto.

65. No such Agreement made under the Authority of this Act between the Two Companies shall in any Manner alter, increase, or diminish any of the Rates or Charges which the Two Companies are respectively from Time to Time authorized to demand and take.

Sanction of Shareholders for Agreements under Act.

66. No such Agreement shall take effect without the Sanction of at least Three Fifths of the Votes of the respective Shareholders of each of the Two Companies present in person or by proxy at a General Meeting of the respective Company specially convened for the Purpose.

Sale to entitle Brynmawr Company to Premises sold.

67. In accordance with the Terms agreed on under this Act between the Two Companies, the Brynmawr Gas Company, and their Directors, Officers, and Servants respectively, shall be entitled, under the Agreement in that Behalf, and from the Time thereby appointed for the Sale to take effect, to the Management, Regulation, Maintenance, User, working, and Enjoyment of the Undertaking, Works, and Conveniences, Lands, and Property of the Company, and to the regulating, taking, and enjoying of the Rates, Charges, and other Payments and Advantages in respect thereof.

Powers of Company as to Premises sold to be exercised by Brynmawr Company.

68. All the Rights, Powers, and Privileges of the Company, and their Directors, Officers, and Servants respectively, which by virtue of this Act might be exercised and enjoyed by them respectively, and which, in accordance with the Terms and Conditions of the Agreement or this Act, are to be exercised and enjoyed by the Brynmawr Gas Company, and their Directors, Officers, and Servants respectively, shall be exercised and enjoyed accordingly, under and with the same Regulations, Restrictions, Conditions, Obligations, Penalties, and Immunities, in accordance with this Act, as by the Company and their Directors, Officers, and Servants respectively.

Transfer to Brynmawr Company of Premises sold.

69. In accordance with the Terms and Conditions of any Agreement in that Behalf entered into under this Act between the Two Companies, all the Undertaking, Works, and Conveniences, Lands, and Property of the Company, and the Rights, Powers, Privileges, and Authorities to be in accordance with this Act exercised and enjoyed by

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by the *Brynmawr Gas Company* with respect to the same, shall at the Time by the Agreement appointed for the Sale to take effect, be by this Act, and subject to the Provisions thereof, and subject also to the other Provisions (if any) of any Deed of Agreement or Conveyance executed in accordance with this Act, transferred to and vested in the *Brynmawr Gas Company* absolutely as Part of their Undertaking, Property, and Effects.

70. The Sale to the *Brynmawr Gas Company* shall be evidenced by a Deed of Conveyance, duly stamped, and wherein the full Consideration for the Deed is fully and truly set forth. Deed of Conveyance.

71. From and after the Time agreed on for the Sale to take effect, the *Brynmawr Gas Company*, in accordance with the Terms of the Sale, but subject to the Provisions of this Act, shall be subject to and perform, conform, and be liable to all Contracts, Agreements, Duties, Obligations, Debts, Charges, Claims, and Demands whatsoever with respect to the Premises agreed to be sold to which the Company, if the Sale did not take effect, would be subject or liable, and shall indemnify the Company, and their Shareholders, Directors, Officers, and Servants, from the same, and all Costs, Charges, and Expenses with respect to the same. Brynmawr Company to perform Duties of Company as to Property sold.

72. From and after the Time agreed on for the Sale to take effect, this Act (but subject to the Provisions of this Act with respect to the Dissolution and the winding up of the Affairs of the Company) shall be read and have Effect as if the same had been passed with respect to the *Brynmawr Gas Company* instead of with respect to the Company. This Act to apply to Brynmawr Company after Sale.

73. Provided always, That, notwithstanding anything in this Act contained, the Price to be charged after the Sale takes effect by the *Brynmawr Gas Company* for Gas supplied by them within the Limits of this Act to Persons who shall burn the Gas by Meter shall not exceed Five Shillings *per* One thousand Feet. Limiting Price to be charged by the Brynmawr Gas Company after the Sale.

74. Forthwith after the Sale, the Company shall proceed to wind up their Affairs, and, subject to the Payment, Satisfaction, or Discharge of all the Debts, Liabilities, and Engagements (if any) of the Company not paid, satisfied, or discharged by the *Brynmawr Gas Company*, the Company shall distribute and pay their net Monies to and among the several Persons who at the Time agreed on for the Sale to take effect are the registered Shareholders of the same Company, in proportion to their respective Shares of the Capital of the Company, or their respective Executors, Administrators, Successors, or Assigns. Company to wind up their Affairs after Sale.

75. Provided, That where the Company are for Twelve Months after the Period for the Distribution of their net Monies unable, after [Local.] Payments into Court by the Company.

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diligent Inquiry, to ascertain the Person to whom any Part thereof ought to be paid, or who can give an effectual Receipt for the same, the Company may pay the same into the Court of Chancery under any Act from Time to Time in force for the Relief of Trustees, and every such Payment into Court shall conclusively discharge the Company from all further Liability with respect to the net Money so paid, and for the Purposes of this Act shall be deemed Payment thereof to a Person absolutely entitled thereto; and any Person afterwards showing to the Satisfaction of the Court that he is entitled thereto may obtain Payment thereof out of Court accordingly.

Dissolution
of Company.

76. When all the Debts, Liabilities, and Engagements of the Company are paid, satisfied, or discharged, and their net Monies are distributed in accordance with this Act, and their Affairs are wound up, the Company shall be dissolved and wholly cease to exist.

Brynmawr
Company to
represent
Company
when dis-
solved.

77. From and after the Dissolution, and except as is by this Act otherwise expressly provided, the *Brynmawr* Gas Company shall to all Intents represent the Company, as if the Two Companies had originally been and had continued without Intermission to be One and the same Body Corporate.

General
Saving of
Rights.

78. Notwithstanding the vesting in the *Brynmawr* Gas Company of the Undertaking, Property, and Effects of the Company, and the Dissolution of the Company, and except only as is by this Act otherwise expressly provided, everything before the Dissolution of the Company done, suffered, and confirmed respectively under or by virtue of this Act shall be as valid as if the Amalgamation and Dissolution had not happened, and the Amalgamation and Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Amalgamation and Dissolution had not happened, would be incident to and consequent on any and every thing so done, suffered, and confirmed respectively: Provided that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

Limiting
Amount of
Capital to be
raised by
Brynmawr
Gas Com-
pany for the
Purposes of
the Sale

79. For the Purposes of the Sale, the *Brynmawr* Gas Company from Time to Time may raise, by the Creation and Issue of new Ordinary Shares or Stock, or new Preference Shares or Stock, or (at their Option) by either of those Modes, in addition to the Sum which they are now authorized to raise by means of Shares, any Sum or Sums not exceeding in the whole the Sum of Eight thousand Pounds (being the Amount which by this Act the Company are authorized to raise by means of Shares).

80. Part

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80. Part II. (relating to additional Capital) of the Companies Clauses Act, 1863, is incorporated with this Act with reference to the new Shares which the *Brynmawr* Gas Company are by this Act authorized to create and issue. Incorporation of Part II. of 26 & 27 Vict. c. 92.
81. The *Brynmawr* Gas Company shall not issue or enter on any Register, as held by any Person, any Share or Stock created by them under this Act, nor shall any such Share or Stock vest in the Person accepting it, unless and until a Sum not being less than One Fifth of the Amount of the Share or Stock be paid in respect thereof. Shares and Stock not to be issued by Brynmawr Gas Company until One Fifth paid up.
82. As regards Shares to be created by the *Brynmawr* Gas Company under this Act, One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between the Days for Payment of successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls payable in any Year upon any Share. Calls on Shares to be created by Brynmawr Gas Company.
83. The *Brynmawr* Gas Company from Time to Time may raise by borrowing for the Purposes of the Sale, in addition to any Sums which they are now authorized to raise by borrowing, any further Sum or Sums not exceeding in the whole the Sum of Two thousand Pounds. Power to Brynmawr Company to borrow further Monies
84. The several Mortgages from Time to Time before the passing of this Act granted by the *Brynmawr* Gas Company, and on the passing of this Act in force, shall during the Continuance thereof have Priority over the Mortgages from Time to Time granted by that Company under this Act. Priority of existing Mortgages Brynmawr Company.
85. The Mortgagees of the *Brynmawr* Gas Company under this Act may enforce the Payment of the Arrears of Interest, or of Principal and Interest, due on their respective Mortgages, by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Three hundred Pounds. Receiver or Mortgagees of Brynmawr Company.
86. All Monies which by this Act the *Brynmawr* Gas Company are authorized to raise by Shares or by Stock or by borrowing shall be applied only for the Purposes of the Sale, or for Purposes connected therewith. Application of Monies to be raised by Brynmawr Gas Company.
87. The *Brynmawr* Gas Company may apply for the Purposes of the Sale any Money raised by them not required for any special Purpose for which by any Act authorizing the raising thereof it is made applicable. Application of Monies.
88. If the Sale and Amalgamation happen, the Name, Style, and Title of the *Brynmawr* Gas Company shall, from the Time when the Amalgamation Name of Brynmawr Company

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changed
upon the
Amalgama-
tion.

Amalgamation takes effect, be changed, and shall thenceforth be the *Brynmawr and Abertillery Gas and Water Company*, and Part IV. (relating to Change of Name) of the Companies, Clauses Act, 1863, is incorporated with this Act with reference to such Change of the Name of the *Brynmawr Gas Company*, and shall be read and have Effect as if wherever in that Part of the said Act the Words "the passing of the Special Act" occur, the Words "the time when the Amalgamation takes effect" had been inserted in lieu thereof.

Expenses of
Act.

89. All Costs, Charges, and Expenses of and incident to the passing of this Act, and preparatory thereto, shall be paid by the Company by this Act incorporated.

SCHEDULE referred to in the foregoing Act.

A Piece of Land situate at Abertillery in the Parish of Aberystroth in the County of Monmouth, belonging or reputed to belong to George Grey Rous and Reverend George Gore, Trustees of the Will of the late Capel Hanbury Leigh, deceased, and bounded on the East and South-east by the River Ebbw-fach, on the West and North-west by the Parish Road leading from Abertillery to Aberbeeg, and on the South by other Lands of the said George Grey Rous and George Gore.

A Piece of Land situate at Abertillery aforesaid, called or known as the Sychpant Level Field, belonging to or reputed to belong to George Williams, in the Occupation of William Edwards of Abertillery, Farmer, and bounded on the West by the Nantyglo Branch of the Western Valleys Line of the Monmouthshire Railway and Canal Company, and on all other Sides by Lands belonging to George Williams.

A Field situate at Abertillery aforesaid, belonging to or reputed to belong to Edmund James, adjoining the Nantyglo Branch of the Western Valleys Line of the Monmouthshire Railway and Canal Company, opposite or nearly opposite a Point on the said Railway 300 Yards or thereabouts North of the Abertillery Station on the said Railway, and bounded on the East by the said Branch, on the North and South by Lands of Edmund James, and on the West by the River Ebbw-fach.

A Piece of Land belonging to or reputed to belong to Edmund James, in the Occupation of William Morgan, bounded on the East by the Siding leading from the Nantyglo Branch of the Western Valleys Line of the Monmouthshire Railway and Canal Company to the Abertillery Tinworks, on the West by Land of Edmund James, and on the North by the Abertillery Tinworks, and on the South by Lands belonging to George Williams, and in the Occupation of the said William Morgan.

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