



## CHAPTER cxxv.

An Act for supplying with water the parish of Llanllyfni being part of the rural district of Gwyrfai in the county of Carnarvon. A.D. 1900.  
[30th July 1900.]

**W**HEREAS the district of Gwyrfai in the county of Carnarvon is a rural district within the meaning of the Local Government Act 1894 and is under the control of the Gwyrfai Rural District Council (in this Act called "the Council"):

And whereas there being no proper or adequate supply of water to the said parish of Llanllyfni in the county of Carnarvon the Council have under the provisions of the Public Health Act 1875 constructed certain works for the purpose of supplying the said parish with water from the Llyn Cwm Dulyn Lake situate in the parishes of Clynnog and Llanllyfni in the said county of Carnarvon and are the lessees of certain lands situate thereon under an indenture of lease made on the 28th day of November 1896 between Owen Evans and Owen Lloyd Jones Evans of the one part and the Council of the other part and under an indenture of lease made on the aforesaid date between the Honourable Frederick George Wynn of the one part and the Council of the other part and under an indenture of lease made on the aforesaid date between Lewis Owen (as mortgagee) of the first part Henry Jones of the second part and the Council of the third part:

And whereas it is expedient that the Council should be empowered to obtain a supply of water from Llyn Cwm Dulyn Lake aforesaid as in this Act provided:

And whereas it is expedient that the Council should be empowered to acquire the lands situate as aforesaid in and abutting upon Llyn Cwm Dulyn Lake aforesaid on the expiration or sooner determination of the said respective indentures of lease:

And whereas it is expedient that the Council should be authorised to raise money by borrowing for the purposes of this Act:



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And whereas plans and sections of the existing waterworks showing the lines situations and levels thereof and the lands which may be taken for the purposes of this Act and also a book of reference to the plans containing the names of the owners reputed owners lessees or reputed lessees and of the occupiers of such lands were duly deposited with the clerk of the peace for the county of Carnarvon and are hereinafter referred to as the deposited plans sections and book of reference :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 as the Gwyrfa District Water Act 1900.

Incorporation of general Acts. 2. The following 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 :—

- (1) The Waterworks Clauses Acts 1847 and 1863 except—
  - (A) The words “with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner” in section 44 of the Waterworks Clauses Act 1847 ;
  - (B) Sections 75 to 82 of the Waterworks Clauses Act 1847 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 :
- (2) The Lands Clauses Acts (except section 127 of the Lands Clauses Consolidation Act 1845).

Interpretation. 3. In this Act the expression “the Public Health Acts” means the Public Health Act 1875 and any Act amending the same and the expression “the waterworks” and “the undertaking” respectively mean and include the waterworks and the works connected therewith and the undertaking authorised by the Public Health Acts and by this Act and the expression “statutory security” means any security in which trustees are for the time being by or under any Act of Parliament passed or to be passed authorised to invest trust money and any mortgage bond debenture debenture stock stock or other security (not being annuities rentcharges or securities transferable by delivery) authorised by or under any Act of Parliament passed or to be passed of any county council or



municipal corporation or other local authority as defined by section 34 of the Local Loans Act 1875 other than securities of the Council. A.D. 1900.

4. The limits of this Act for the supply of water (in this Act referred to as "the limits of this Act") shall be the parish of Llanllyfni (being part of the rural district of Gwyrfai in the county of Carnarvon) Provided always that it shall not be compulsory on the Council to supply water to any part of such parish which cannot be afforded by gravitation from the said lake. Limits of Act.

5. This Act shall be carried into execution by the Council with the powers and indemnities and according to the provisions of the Public Health Acts and those Acts shall in relation to the Council and the several objects and purposes of this Act be read and construed as if the purposes and provisions of this Act were purposes and provisions of the Public Health Acts so far as the same shall be applicable thereto and except so far as any of the provisions of the Public Health Acts are expressly varied or otherwise provided for by this Act. Act to be executed by Council.

6. Subject to the provisions of this Act the Council may collect impound take use divert and appropriate for the purposes of their water undertaking the waters known as Llyn Cwm Dulyn Lake and all such springs streams and waters as will or may be intercepted by the waterworks or as may be found in on or under any of the lands for the time being belonging to the Council. Power to take water.

7. All water supplied by the Council under this Act shall be properly and efficiently filtered or otherwise treated so as to prevent it acting on lead in such manner as to endanger the health of consumers and if the Council make default under this section they shall be liable to a penalty not exceeding ten pounds for every day during which such default shall continue. Prevention of plumbism.

8.—(1) The Council shall permit or cause to flow in a continuous and regular flow into the river issuing out of the said lake and called Afon Cwm Dulyn 594,700 gallons of water in every twenty-four hours. But whenever the surface of the said lake shall fall below the lip of the embankment forming part of the said waterworks as now constructed then on receipt of written notice thereof by the clerk of the parish council for the said parish of Llanllyfni from any person or persons thereby affected the Council in lieu of the flow aforesaid shall within forty-eight hours of the receipt of such notice permit or cause to flow in a continuous and regular flow into the said river out of the said lake 500,000 gallons of water for every fourteen hours that is to say between the hours of 4 a.m. and 6 p.m. and 94,700 gallons of water in such continuous and regular flow as As to compensation water.

A.D. 1900. — aforesaid during the rest of the twenty-four hours until the water from the said lake shall again flow over the said lip.

(2) The Council shall for ever after maintain a suitable measuring 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 Trade the board of conservators of any fishery district formed under the Salmon and Freshwater Fisheries Acts 1861 to 1892 or any of them whose limits may include the said river called Afon Cwm Dulyn or any part thereof (hereinafter called "the board of conservators") their respective officers and servants duly authorised and of all persons interested therein.

(3) In case of any neglect on the part of the Council to maintain any such gauge in a state of efficiency and in case of any other neglect by or in consequence of which the said respective quantity of compensation water shall not so flow the Council shall for every day on which such neglect occurs forfeit and pay to the board of conservators and to each of the persons affected thereby (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 persons or any of them The board of conservators may recover such sum in a summary manner from the Council.

(4) The provisions of this section shall be accepted and taken as full compensation for all water by this Act authorised to be diverted taken used and appropriated by the Council for the purposes of their water undertaking.

Council to  
provide fish  
pass and  
grating.

9. The Council shall if and when required by the Board of Trade within a period of six calendar months after service of written notice to that effect on their clerk make and shall thereafter maintain in an efficient condition to the satisfaction of the Board of Trade a fish pass and a grating or gratings in connexion with the works constructed or hereafter to be constructed for the impounding or diversion of the waters which the Council are authorised by this Act to divert from the lake known as Llyn Cwm Dulyn Lake The fish pass and grating or gratings so to be made and maintained shall be of such form and dimensions and in such positions as the Board of Trade approve and if the Council fail to make the fish pass and grating or gratings in accordance with the requirement of the Board of Trade or if at any time they fail to maintain the fish pass and grating or gratings in accordance with this section they shall on conviction be liable to a penalty not exceeding twenty pounds for every offence and a further penalty not exceeding two pounds for every day during which the offence is continued commencing from the date of the first conviction and it shall be lawful for the Board of Trade (in case of default on the part of the Council) to cause to



be done any work by this section required to be done by the Council and to recover the expenses of doing the same in a summary manner from the Council. A.D. 1900.

**10.** Nothing in this Act shall be deemed to alter the limits of the Rivers Seiont Gwyrfai and Llyfni or of the fishery district of the said rivers as defined by any certificate of a Secretary of State under the provisions of the Salmon and Freshwater Fisheries Acts 1861 to 1892 or any of them. Saving for limits of fishery district.

**11.** The Council may make and carry into effect agreements with the owners lessees or occupiers of any lands within the drainage area of the Llyn Cwm Dulyn Lake with reference to the execution by the Council 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 Council flowing to upon or from such lands directly or derivatively into the Llyn Cwm Dulyn Lake. Power to agree as to drainage of lands &c.

**12.** Subject to the provisions of this Act the Council may upon the expiration or sooner determination of the licence and the respective indentures of lease set out in the schedule to this Act enter upon take and use such of the lands comprised in the several indentures of lease and additional lands shown on the deposited plans and described in the deposited book of reference as they may require for the purposes of their undertaking. Power to take lands.

**13.** Except as provided by an indenture made the 28th day of November 1896 between the Queen's most Excellent Majesty of the first part Edward Stafford Howard a Commissioner of Woods of the second part and the Council of the third part and which said indenture is set out in the schedule to this Act nothing contained in this Act shall authorise the Council to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty. Saving rights of Crown.

**14.** The Council shall not inclose any part of the surface of the common known as Gors-y-llyn in the parishes of Llanllyfni and Saving for Gors-y-llyn Common.



A.D. 1900. Clynnog in the county of Carnarvon nor shall they interfere with the surface thereof except for the purposes of the maintenance reinstating cleansing or repair of the existing conduit beneath its surface (being part of their waterworks).

Council not bound to supply several houses by one pipe. **15.** The Council shall not be bound to supply more than one house by means of the same communication pipe and they may if they think fit require that a separate pipe be laid from the main pipe into each house supplied by them with water.

Notice of discontinuance. **16.** A notice to the Council 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 Council.

Provision as to contributory place and special expenses. **17.** For the purposes of this Act the parish of Llanllyfni shall be a contributory place and the costs and charges of and incident and preparatory to the obtaining and passing of this Act or otherwise in relation thereto and incurred by the Council in carrying this Act into execution and all other moneys authorised to be borrowed by this Act as well as the money already borrowed for the construction of the said waterworks if and so far as the same are not defrayed out of water rates or other income of the Council under this Act or the Public Health Act 1875 (which must in the first place be applied for that purpose) shall be special expenses within the meaning of the Public Health Act 1875 and shall be chargeable on the contributory place and sections 229 230 and 231 of that Act shall extend and apply thereto.

Byelaws for preventing waste &c. of water. **18.—(1)** The Council may make byelaws for the purpose of preventing the waste undue consumption misuse or contamination of water and may by such byelaws prescribe the size nature materials workmanship and strength and the mode of arrangement connexion disconnexion alteration and repair of pipes meters cocks ferrules valves soil-pans waterclosets baths cisterns and other apparatus (in this section referred to as "water fittings") to be used and forbid any arrangements and the use of any water fittings which may allow or tend to waste undue consumption misuse erroneous measurement or contamination.

(2) Such byelaws shall apply only in the case of premises to which the Council are bound to afford and do in fact afford or are prepared on demand to afford a constant supply and the provisions with respect to byelaws contained in sections 182 to 186 of the Public Health Act 1875 shall apply to all byelaws so made.

(3) In case of failure of any person to observe such byelaws as are for the time being in force the Council may if they think fit after twenty-four hours' notice in writing enter and by and under



the direction of their duly authorised officer repair replace or alter any water fittings belonging to or used by such person and not being in accordance with the requirements of such byelaws and the expense of every such repair replacement or alteration shall be recoverable by the Council as the water rates in respect of the premises are recoverable.

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**19.** The Council may from time to time independently of any other borrowing power borrow at interest for the following purposes the sums hereinafter mentioned (that is to say):—

Power to borrow.

For the payment of the costs charges and expenses of and incident and preparatory to the obtaining and passing of this Act or otherwise in relation thereto the amount of such costs charges and expenses to be ascertained in accordance with the last section of this Act;

For the payment of the costs charges and expenses incurred by the Council of and incident to the action of *Roberts v. Gwyrfaï Rural District Council* 1898 R. No. 586 to be ascertained in accordance with the said last section of this Act;

For the payment of that portion of the costs of construction of the existing works still unpaid viz. not exceeding the sum of £1,000;

For the purchase of land such sum as they think fit not exceeding in the whole the sum of £1,000 and with the consent of the Local Government Board such further sum or sums as the said Board may authorise:

For the purpose of securing the above-mentioned sums and each and every of them the Council may mortgage the water rates of the Council arising from the undertaking and any rate or rates out of which special expenses chargeable to the contributory place are payable and any other revenue so chargeable under this Act of the Council or any one or more of such securities.

**20.** Sections 236 to 239 both inclusive of the Public Health Act 1875 shall extend and apply mutatis mutandis to and in relation to mortgages granted under this Act.

Provisions of Public Health Act 1875 as to mortgages to apply.

**21.** The Council shall pay off all money borrowed by them under this Act for payment of that portion of the costs of constructing the existing works still unpaid or for the purpose of the purchase of land not exceeding the said sum of £1,000 and interest thereon within a period of fifty years from the time of borrowing the same and all other money borrowed by them under this Act without the consent of the Local Government Board and interest thereon within a period of seven years from the time or respective times of borrowing the same and all money borrowed by them under this Act with the consent of the Local Government Board within such

Period for discharge of borrowed money.



A.D. 1900. period from the time or respective times of borrowing the same as the Local Government Board may prescribe.

Provision  
for repay-  
ment of  
mortgages.

22. The Council shall pay off the money borrowed on mortgage under this Act by all or any of the following modes (that is to say) :—

By equal yearly or half-yearly instalments of principal or of principal and interest; or

By means of a sinking fund; or

Partly by such instalments and partly by a sinking fund.

For providing the said sinking fund the Council shall in every year appropriate and set apart out of the rates or revenue on the security of which money shall have been borrowed such equal yearly sums as will with the accumulations thereof by way of compound interest at a rate not exceeding three per centum per annum with yearly rests be sufficient to pay off the whole of the principal money borrowed on such security within the periods by or under this Act prescribed.

The first payment to the sinking fund shall be made within one year from the date of the loan.

The yearly sums so to be appropriated and set apart shall be invested from time to time and accumulated in the way of compound interest by investing the same and the resulting income thereof in statutory securities with power to vary and transpose such investments.

The Council may at any time apply the whole or part of any sinking fund set apart by them in or towards the repayment of the borrowed money for the repayment of which such sinking fund was set apart in such order and manner as they deem proper. Provided that in such case they pay into such sinking fund in each year afterwards and accumulate as hereinbefore prescribed until the whole of the borrowed money to which such sinking fund is applicable is discharged a sum equal to the interest which would have been produced by the sinking fund or part thereof so applied at the rate per centum on which the annual payments to the sinking fund are based. Provided also that whenever and so long as the yearly income arising from the sinking fund when invested at the same rate of interest as the borrowed money then outstanding shall be equal to or exceed the annual interest of such borrowed money then outstanding the Council may in lieu of investing the said yearly income apply the same in payment of such interest and may during such periods discontinue the payment to such sinking fund of the yearly sums required to be so paid thereto.

Power to  
borrow  
under Local  
Loans Act  
1875.

23. The Council may if they think fit borrow any money which they are by this Act authorised to borrow under the powers and subject to the provisions of the Local Loans Act 1875 by means of a loan or loans to be raised by the issue of debentures debenture



stock or annuity certificates or partly in one way and partly in another Every such loan shall be discharged within the time prescribed in that behalf by or under this Act The provisions of this Act in regard to the formation and investment of sinking funds shall apply in substitution for the provisions of section 15 of the Local Loans Act 1875.

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**24.** If the Council pay off any money borrowed under this Act (otherwise than by instalments appropriations or annual repayments or by means of a sinking fund) they may from time to time re-borrow the same but all money so re-borrowed shall be repaid within the period prescribed for the repayment of the money paid off and any amount from time to time re-borrowed shall be deemed to form the same loan as the money originally borrowed and the obligation of the Council with respect to the repayment of the loan and to the provision to be made for such repayment shall not be diminished by reason of such re-borrowing.

Power to re-borrow.

**25.** The powers of borrowing money by this Act given shall not be restricted by any of the regulations contained in section 234 of the Public Health Act 1875 and in calculating the amount which the Council may borrow under that Act any sums which they may borrow under this Act shall not be reckoned.

Certain regulations of Public Health Act as to borrowing not to apply.

**26.** All moneys borrowed by the Council under this Act shall be applied only to purposes for which they are by this Act respectively authorised to be raised and to which capital is properly applicable.

Application of money borrowed.

**27.** A person lending money to the Council under this Act shall not be bound to inquire as to the observance by them of any of the provisions of this Act or be bound to see to the application or be answerable for any loss or non-application or misapplication of the money lent or of any part thereof.

Protection of lender from inquiry.

**28.** No notice of any trust expressed implied or constructive in respect of any mortgage or security of the Council granted or issued for the purposes of this Act shall be entered on the register or books of the Council or be receivable by the Council or their officers or shall affect the Council.

Council not to regard trusts.

**29.** The following provisions shall apply with regard to the water rates to be paid by and recoverable from the persons requiring receiving or using the supply of water from the said waterworks (that is to say):—

Water rates.

- (1) In respect of every tenement assessed to the poor rate on a rateable value not exceeding the sum of eight pounds the water rate shall not exceed the sum of eight shillings and eightpence per annum :



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(2) In respect of every tenement assessed to the poor rate on a rateable value exceeding eight pounds, the water rate shall not exceed the sum of one shilling and sixpence in the pound on such rateable value annually :

(3) The above maximum rates shall respectively be payable while any money borrowed under this Act or otherwise for the purpose of the said waterworks shall remain or be unpaid.

Application  
of water  
revenue.

**30.** The Council shall keep accounts in respect of their water undertaking separate from all their other accounts distinguishing therein capital from income and shall apply all money from time to time received by them in respect of their water undertaking except borrowed money and money properly applicable on capital account as follows :—

In payment of the expenses properly chargeable to revenue of establishing conducting managing and maintaining the waterworks and otherwise carrying on the water undertaking of the Council :

In payment of the interest upon the money borrowed for the purposes of the existing waterworks and upon money borrowed under this Act :

In providing the instalments appropriations annual repayments or sinking fund in respect of any moneys borrowed for the purposes of the water undertaking :

In making such extensions of water mains and works as they from time to time think requisite :

As to any surplus remaining after the purposes aforesaid are effected and after deducting therefrom such reasonable sum as the Council may think fit for the purpose of carrying on the water undertaking the same shall be placed to the credit of the contributory place and shall be applied to such purposes (other than water supply) within such place as money raised for special expenses within such place under the Public Health Act 1875 would be applicable.

Proceeds of  
sale of sur-  
plus lands  
to be treated  
as capital.

**31.** The proceeds of the sale of any lands acquired by the Council shall be distinguished as capital in the accounts of the Council and shall be applied in discharge of any moneys borrowed by the Council for the purposes of the water undertaking but shall not be applied to the payments of instalments or to payments into the sinking fund except to such extent and upon such terms as may be approved by the Local Government Board Provided that borrowed money discharged by the application of such moneys shall not be re-borrowed.



**32.** Sections 245 and 248 to 250 inclusive of the Public Health Act 1875 relating to the audit of accounts and the District Auditors, Act 1879 so far as applicable shall apply to the receipts and expenditure of the Council under this Act. A.D. 1900.  
Audit of  
accounts.

**33.** The clerk to the Council shall within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund or any instalment is required to be paid in respect of any moneys borrowed for the purposes of the water undertaking transmit to the Local Government Board a return in such form as may be prescribed by that Board and verified by statutory declaration if so required by them showing the amount which has been paid as an instalment or invested for the purpose of such sinking fund during the year preceding the making of such return and the description of the securities upon which the same has been invested and also showing the purposes to which any portion of the money invested for the sinking fund and the interest thereof have been applied during the same period and the total amount remaining invested at the end of the year and in the event of any wilful default in making such return such clerk shall be liable to a penalty not exceeding twenty pounds which shall be paid to the Local Government Board and shall be recoverable by that Board in the same manner as penalties recoverable under the Public Health Act 1875 in a summary manner may be recovered by parties aggrieved within the meaning of that Act. If it appear to the Local Government Board by such return or otherwise that the Council have failed to pay any instalment or to set apart the sum required for the sinking fund or have applied any portion of the money set apart for that fund or any interest thereof to any purposes other than those authorised the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be set apart and invested as part of the sinking fund and such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court. The provisions of this section shall mutatis mutandis apply to appropriations and annual repayments. Annual  
return to  
Local  
Government  
Board with  
respect to  
sinking  
fund.

**34.—(1)** The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in regard to the exercise of any powers conferred upon them or the giving of any consents under this Act and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875. Inquiries  
by Local  
Govern-  
ment Board.



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(2) The Council shall pay to the Local Government Board any expenses incurred by that Board in relation to any inquiries referred to in this section including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

Saving for  
existing  
charges.

35. Nothing in this Act shall prejudicially affect any charge on the property of the Council or the funds or revenues of the Council by way of mortgage annuity or otherwise subsisting at the passing of this Act.

For pro-  
tection of  
London and  
North  
Western  
Railway  
Company.

36. The following provisions for the protection of the London and North Western Railway Company (hereinafter called "the railway company") shall be in force and have effect and be binding on the Council:—

In laying down and executing or in effecting the repairs and renewals of any mains pipes or other works upon across over under or in any way affecting the railways lands or property now or hereafter belonging to or used or occupied by the railway company or the bridges approaches viaducts stations or other works or any level crossings of or repairable or used by the railway company the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the railway company and only according to plans and sections to be submitted to and in such manner as shall previously be reasonably approved by him and in all things by and at the expense of the Council who also shall restore and make good the roads over any such bridges level crossings and approaches which the railway company is or may be liable to maintain and which may be disturbed or interfered with by or owing to any operation of the Council and all such works matters and things shall be constructed executed and done so as not to cause any injury to such railways bridges level crossings approaches viaducts stations works lands or property or interruption to the passage or conduct of that traffic over such railways or at any station thereon And if any injury or interruption shall arise from or be in any way owing to any of the acts operations matters and things aforesaid or the bursting leakage or failure of any such mains pipes or works under or near to any such bridge or level crossing the Council shall make compensation in respect thereof to the railway company.

Confirmation  
of leases in  
schedule.

37. The indentures of lease whereof copies are contained in the schedule to this Act are hereby confirmed and made binding on



the parties thereto subject to the powers and provisions in this Act A.D. 1900.  
contained.

**38.** All costs charges and expenses of and incident and preparatory to the obtaining and passing of this Act or otherwise in relation thereto as taxed and ascertained by the taxing officer of the House of Lords or the House of Commons and all costs charges and expenses of and incident to the said action *Roberts v. Gwyrfai Rural District Council* as taxed and ascertained by one of the taxing masters of the High Court of Justice or by the clerk of the peace for the county of Carnarvon shall be paid as special expenses of the contributory place under this Act as hereinbefore provided for or otherwise out of revenue under this Act of the Council or out of money to be borrowed by the Council under this Act.

Expenses of Act.



A.D. 1900.

The SCHEDULE referred to in the foregoing Act.

THIS INDENTURE made the 28th day of November 1896 Between the Queen's most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods in charge of the Land Revenues of the Crown in Wales of the second part and the rural district council of Gwyrfa in the county of Carnarvon hereinafter called "the licencees" and including in that term their successors and assigns of the third part Witnesseth that in consideration of the yearly rent covenants and conditions hereinafter reserved and contained and on the part of the licencees to be paid observed and performed He the said Edward Stafford Howard as such Commissioner as aforesaid and at the request of the licencees doth on behalf of Her Majesty so far as he has any power or authority to grant the same hereby give and grant licence and authority to the licencees to construct and maintain an embankment for the purpose of raising the surface of the water of the lake known as Llyn Cwm Dulyn in the parishes of Llanllyfni and Clynnog in the county of Carnarvon with a sluice valve or floodgate and cutting thereto and to take and use the waters of the said lake by means of the said sluice valve or floodgate and cutting and also to lay down maintain and repair and whenever necessary to inspect cleanse relay enlarge or reconstruct a conduit pipe in through and upon such lands belonging to Her Majesty as may be in the line of the said pipe between the said lake and the places hereinafter mentioned situate in the parish of Llanllyfni in the said county for the purpose of conveying such waters for the purpose hereinafter mentioned Provided that the said embankment and works be of sufficient height and extent to raise the waters of the said lake throughout the term hereby granted to a height of not less than three feet above its present ordinary level To hold use exercise and enjoy the licence and authority hereby granted unto the licencees for the term of 31 years from the 10th day of October 1896 Subject nevertheless to all rights and interests of any other person or persons body or bodies in the said premises and especially to the Inclosure Award made in pursuance of the Act 52nd George the Third chapter 75 for inclosing lands in the parish of Nevin and other parishes and places therein mentioned in the county of Carnarvon and to the rights of all parties claiming under such award and subject also to the rights of Her Majesty Her heirs and successors Her and their tenants licencees and assigns to take and use water from the said lake and from the streams flowing thereout for or in connexion with mining or quarrying purposes Yielding therefor yearly and every year during the continuance of this licence unto the Queen's Majesty Her heirs successors and assigns the rent or sum of £2 by equal half-yearly payments on the 5th day of April and the 10th day of October in every year without any deduction or abatement such rent to be



from time to time as the same shall accrue due paid to the receiver of Crown rents for Wales for the time being free and clear of all deductions rates charges assessments and impositions whatsoever And the licencees do hereby covenant with the Queen's Majesty Her heirs successors and assigns as follows:—

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1. To pay the said yearly rent upon the days or times and in manner hereinbefore appointed for the payment thereof without any deduction or abatement whatsoever.

2. To construct the said embankment and a sluice valve or floodgate for regulating the overflow and the said cutting and conduit pipe and all other necessary works and appurtenances (hereinafter referred to as the said embankment and works) in a good and substantial manner with sound and proper materials of all kinds and of such design and dimensions as shall be sufficient to raise the surface of the water of the said lake and maintain it 3 feet at least above its present ordinary level during the term hereby granted to the satisfaction in all things of the said Edward Stafford Howard or other the Commissioner or Commissioners of Woods for the time being (hereinafter referred to as "the Commissioner") or his surveyor.

3. Upon and after the construction and completion of the said embankment and works it shall be lawful for the Commissioner or his surveyor or anyone authorised by him at any time or times to enter into and upon the said embankment and works and inspect them and also to inspect the regulation of the overflow and in the event of any dilapidation or want of repair being found or of its appearing that the said embankment and works want strengthening or altering the licencees will upon notice thereof in writing by the Commissioner or his surveyor or agent delivered or sent to the clerk of the licencees do any repairs and carry out any such additions or alterations as may be specified in such notice within reasonable time after receipt thereof and in the event of the Commissioner or his surveyor or agent requiring any alteration in the regulation of the overflow the licencees will immediately upon receipt of notice thereof given as aforesaid regulate the overflow in accordance with the requirements of such notice. Provided nevertheless that no such quantity of water shall be taken from the said lake for or in connexion with any mining or quarrying purposes and that no alterations shall be required to be made in the said embankment and works as will render the supply of water in the said lake unfit or insufficient for the purposes set forth in clause 5 of these presents. Provided always that no approval of the said embankment and works given by the Commissioner or his surveyor nor the compliance by the licencees under this clause with any of the requirements of the Commissioner his surveyor or agent shall in any way release or exonerate the licencees from any liability for or in respect of any expenses damage or loss that may occur through or in consequence of any exercise by them of any of the licences authorities or powers hereby granted.

4. After the said embankment and works shall have been constructed and completed as aforesaid to maintain and keep them in good and substantial repair and make good at their own expense and to the satisfaction of the Commissioner all damage arising from any overflow caused by the existence of such embankment and works or by the bursting of such embankment and



A.D. 1900. notwithstanding any approval given by the Commissioner his surveyor or agent or any compliance by the licencees with any of his or their requirements under the two preceding clauses hereof or either of them to indemnify and save harmless Her Majesty Her heirs successors tenants licencees and assigns from all charges claims or demands arising in respect thereof.

5. To use and appropriate the waters of the said lake subject as aforesaid in a fair reasonable and proper manner for the supply of water for public and private purposes to the inhabitants of Llanllyfni Village Penygroes Talysarn and other places in the said parish of Llanllyfni and for no other purpose whatsoever Provided that the conduit pipe to be constructed as aforesaid shall not exceed 7 inches in diameter.

6. From time to time on demand to pay to Her Majesty Her heirs successors tenants licencees and assigns fair and reasonable compensation for all loss injury or damage sustained by Her or them in consequence of the exercise by the licencees of any of the powers or of the breach of or neglect by them of any of the covenants or conditions herein contained the amount of such compensation being in case of difference settled by arbitration under the Arbitration Act 1889.

7. Not at any time during the continuance of this licence to erect and keep so erected any shedding or works (other than the said embankment and works) upon the said land other than a building or buildings of a temporary nature connected with the said embankment and works for a period not exceeding twelve months and other than such as shall have been previously approved of in writing by the Commissioner or his agent Nor to make any alteration in the said embankment and works except for the purpose of renewing or strengthening the same nor increase the size of the said conduit pipe without the previous consent in writing of the Commissioner.

8. At their own costs to cause and procure all assignments affecting this licence to be within six calendar months inrolled in the office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the office of the Commissioners of Woods.

9. The licencees shall have free access during the said term of 31 years for their agents and servants with or without horses and carts to the said lake and to their embankment and works across the land belonging to Her Majesty but the licencees shall pay to Her Majesty Her heirs successors and assigns compensation for any damage caused by the agents and servants of the said licencees crossing such land the amount of such compensation to be ascertained in case of difference under the provisions of the Arbitration Act 1889.

10. The licencees shall have on the land belonging to Her Majesty adjoining and adjacent to the said lake full power liberty and licence to use so much peat gravel sand loose stone and other stone and loose material as may be necessary for constructing repairing or raising the said embankment and works But the licencees shall pay to Her Majesty Her heirs successors and assigns a fair and reasonable price for any material so taken by them as aforesaid such price to be ascertained in case of difference in the same manner as is hereinbefore provided with regard to the amount of compensation for damage.



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11. Provided always and it is hereby agreed and declared that it shall be lawful for the licencees to determine the term hereby granted on the 10th day of October 1897 or on the 10th day of October in any subsequent year thereof by leaving for the Commissioner at the office of the Commissioners of Woods six calendar months' previous notice in writing for that purpose and upon the expiration of such notice and on payment of all rent due and payable the said term shall cease and determine but without prejudice to any right of action or other remedy of Her Majesty or the Commissioner for any breach of covenant previously committed.

12. Provided lastly that if the said yearly rent of £2 hereby reserved or any part thereof shall be unpaid for the space of 40 days next after either of the days hereinbefore appointed for payment thereof or in case the licencees shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on their parts to be observed and performed then and in any such case the licence hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof notwithstanding.

And the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the keeper of the said records and inrolments In witness whereof the said Edward Stafford Howard hath hereunto set his hand and seal and the licencees have caused their common seal to be hereunto affixed the day and year first above-written.

E. STAFFORD

L.S.

HOWARD.

County of  
Carnarvon  
Rural District  
Council  
Gwyrfai.

The common seal of the within-named Rural District Council was hereunto affixed in the presence of J. Henry Thomas clerk to the Gwyrfai Rural District Council.

Signed sealed and delivered by the within-named Edward Stafford Howard in the presence of J. M. Duncan Office of Woods &c. Whitehall Place.

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.

MAURICE HEWLETT

19th December 1896.

Keeper of the Records.



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THIS INDENTURE made the twenty-eighth day of November one thousand eight hundred and ninety-six Between Lewis Owen of Lleuar bach in the parish of Clynnog in the county of Carnarvon farmer (hereinafter called "the lessor" in whom the legal estate in the hereditaments hereinafter demised is vested by way of mortgage) of the first part Henry Jones of Pantygog in the same parish farmer (being the person entitled to the equity of redemption of the said hereditaments) of the second part and the rural district council of Gwyrfaï in the county of Carnarvon hereinafter called "the lessees" (which said term shall include their successors and assigns) of the third part Whereas the lessees are about to construct certain works under the provisions of the Public Health Act 1875 for the supply of water to the inhabitants of Llanllyfni Village Penygroes Talysarn and other places in the parish of Llanllyfni within their district And whereas a certain embankment is to be erected and pipes or conduits laid down in connexion with such works in through or upon the hereditaments hereinafter mentioned or described and the lessor has agreed for the purpose of enabling the lessees to carry out such works to demise and grant to them the hereditaments powers rights and easements hereinafter described on the terms and conditions hereinafter set forth Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the yearly rent and covenants hereinafter reserved and contained and on the part of the lessees to be paid observed and performed He the lessor at the request of the said Henry Jones doth grant demise and lease and the said Henry Jones doth grant demise and confirm unto the lessees All that piece or parcel of land being part of the farm known as Pantygog situate in the parish of Clynnog in the county of Carnarvon and now in the occupation of and which said premises hereby demised adjoin on the east side thereof the lake known as Llyn Cwm Dulyn and are more particularly delineated and described in the map or plan thereof annexed hereto and thereon coloured pink Together with the liberties rights powers and privileges following that is to say To make erect construct maintain and keep and whenever necessary to inspect reconstruct enlarge and repair upon part of the ground coloured pink on the said plan a strong and substantial dam or embankment with sluice valve floodgate or cutting thereon at the outlet of the said lake such embankment to be of sufficient height to raise the waters of the said lake to a height of not less than three feet above its present ordinary level whereby the land coloured pink on the said plan will thereafter be submerged or covered with water To fence off and to keep effectually fenced off (in case it may be found necessary) the said lands coloured pink and the lake abutting thereon from the adjoining lands of the lessor with a good and substantial stone wall or rails and posts or otherwise so as to prevent all manner of cattle horses sheep or pigs from having access to or straying into the said lake To lay down maintain and repair and whenever necessary to inspect cleanse relay enlarge or reconstruct in through or upon part of the lands and hereditaments called Pantygog aforesaid and also in through or upon the common land adjacent thereto (so far as the estate and interest if any of the said lessor in such common land may extend) a pipe or conduit to convey the waters of the said lake for the purpose aforesaid such pipe or conduit to be of a diameter not exceeding seven inches and as regards the



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hereditaments called Pantygog aforesaid to be laid in the direction shown by the line coloured blue on the said map or plan or as near to the said line as circumstances will permit. To construct and maintain a gauge in the bed of the natural stream running from the said lake and to inspect same from time to time when necessary. To enter upon and to have free egress and regress from time to time and at all reasonable times to and from the lands of the lessor called Pantygog aforesaid and the said lake with agents engineers contractors workmen horses carts and carriages and there to do all manner of excavations acts and things necessary for the purpose of carrying out and maintaining the works aforesaid or any of them and from time to time for the purposes aforesaid or any of them to bring upon the said lands or any part thereof and to remove therefrom such materials plant articles and other things as shall be necessary for the said works. To search for get dig and use so much gravel sand peat soil and stone within and from the said lands of Pantygog as may be necessary for the purpose of constructing making and repairing the said embankment and works. To store impound take and use the waters of the said lake for the purpose of the said waterworks by means of the said embankment and pipe or conduit. And to use the said embankment and pipe or conduit at all times during the term hereby granted for the purposes aforesaid. Yet so that the right intended to be hereby granted shall be subservient to the right now enjoyed by the owners and occupiers of land on either side of the stream running out of the said lake. To have hold use take and enjoy all and singular the hereditaments rights powers privileges easements and premises hereinbefore mentioned or described unto the said lessees for the purposes aforesaid for the term of thirty-one years from the tenth day of October one thousand eight hundred and ninety-six. Yielding therefor unto the lessor the yearly rent of five pounds payable on the tenth day of October in each year the first payment to be made on the tenth day of October one thousand eight hundred and ninety-seven. The lessees hereby covenant with the lessor to observe and perform the provisions hereinafter contained which are or ought on their part to be observed and performed (namely):—

1. To pay the said yearly rent upon the days or times and in manner hereinbefore appointed for the payment thereof without any deduction or abatement whatsoever. And also to pay all rates assessments and impositions which may be made upon the said premises.

2. To construct the said embankment and a sluice valve floodgate or cutting for regulating the overflow and the said conduit pipe and all other necessary works and appurtenances (hereinafter referred to as "the said embankment and works") in a good and substantial manner with sound and proper materials of all kinds and of such design and dimensions as shall be sufficient to raise the surface of the water of the said lake and maintain it three feet at least above its present ordinary level during the term hereby granted to the satisfaction in all things of the lessor or his surveyor.

3. Upon during and after the construction and completion of the said embankment and works it shall be lawful for the lessor or his surveyor or anyone authorised by him at any time or times to enter into and upon the said embankment and works and inspect them and also to inspect the regulation of the overflow and in the event of any dilapidation or want of



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repair being found or of its appearing that the said embankment and works want strengthening or altering the lessees will upon notice thereof in writing by the lessor or his surveyor or agent delivered or sent to the clerk of the lessees do any repairs and carry out any such additions or alterations as may be specified in such notice within reasonable time after receipt thereof and in the event of the lessor or his surveyor or agent requiring any alteration in the regulation of the overflow the lessees will immediately upon receipt of notice thereof given as aforesaid regulate the overflow in accordance with the requirements of such notice. Provided nevertheless that no such alterations shall be required to be made in the said embankment and works and that no such act shall be done or permitted by the lessor or any person or persons claiming under him as will render the supply of water in the said lake unfit or insufficient for the purposes set forth in clause 5 of these presents. Provided always that no approval of the said embankment and works given by the lessor or his surveyor nor the compliance by the lessees under this clause with any of the requirements of the lessor his surveyor or agent shall in any way release or exonerate the lessees from any liability for or in respect of any expenses damage or loss that may occur through or in consequence of any exercise by them of any of the lessees' authorities or powers hereby granted.

4. After the said embankment and works shall have been constructed and completed as aforesaid to maintain and keep them in good and substantial repair and make good at their own expense and to the satisfaction of the lessor all damage arising from any overflow caused by the existence of such embankment and works or by the bursting of such embankment and notwithstanding any approval given by the lessor his surveyor or agent or any compliance by the lessees with any of his or their requirements under the two preceding clauses hereof or either of them to indemnify and save harmless the lessor his tenants licencees and assigns from all loss charges claims or demands arising in respect thereof. And also to indemnify the lessor against all actions claims and demands which may be made brought or prosecuted against the lessor by any person or persons having riparian rights in the natural stream running out of the said lake in respect of any alleged damage to or interference with such rights which may be alleged to be caused by the construction of the said embankment and works.

5. To use and appropriate the waters of the said lake subject as aforesaid in a fair reasonable and proper manner for the purposes of the supply of water to the inhabitants of Llanllyfni Village Penygroes Talysarn and other places in the said parish of Llanllyfni for public and private purposes and for no other purposes whatsoever. Provided that the conduit pipe to be constructed as aforesaid shall not exceed seven inches in diameter and that the lessees will not permit any waste of the water.

6. From time to time on demand to pay the lessor his tenants licencees and assigns fair and reasonable compensation for all gravel sand and stone taken from the said lands and for all loss injury or damage to the surface of the lands of the lessor and the crops thereon in consequence of the exercise by the lessees of any of the powers or of the breach of or neglect by them of any of the covenants or conditions herein contained the amount of such compensation being in case of difference settled by arbitration under the Arbitration Act 1889.



7. Not to make any alteration in the said embankment and works (except for the purpose of renewing or strengthening the same) nor increase the size of the said conduit pipe without the previous consent in writing of the lessor.

8. To pay all the costs charges and expenses of and incident to these presents according to Part 2 of the schedule to general order under the Solicitors' Remuneration Act 1881 and also the reasonable fees of the surveyor of the lessor and others interested in the said lake (not exceeding three guineas a day and expenses) that may be incurred in inspecting the said works during and after the construction thereof and reporting thereon to the lessor and others such fees to cover all work to be done on behalf of the lessor and of all other parties interested as aforesaid.

9. The lessees will erect and provide suitable washing places and folds on the piece of land coloured brown on the said plan of at least equal capacity to those now in existence before causing the present ones to become disused the same to be used by the persons who have hitherto been in the habit of washing their sheep in the said lake but who will after the construction of the said works have to wash their sheep in the natural stream which flows near to such new washing places and folds.

10. The lessees shall at or before the expiration of the said term cause to be restored to their original or natural level state and condition and fit for agricultural occupation all such parts of the lands as shall have been appropriated and used for any of the purposes of this demise And if any land shall be permanently damaged or interfered with so that the same cannot be restored as aforesaid the lessees shall pay to the lessor at the end or sooner determination of this lease such sum as may be agreed upon or in case of difference such sum to be settled by arbitration as aforesaid Provided always that the lessees may determine this lease and the term hereby granted on the tenth day of October one thousand eight hundred and ninety-seven or the tenth day of October in any subsequent year thereof by giving to or leaving at the usual or last known place of abode in England or Wales of the said Henry Jones his heirs executors or administrators six calendar months' previous notice in writing signed by their clerk of their intention so to do and paying the rent hereby reserved up to the day of the said term being determined and restoring the said demised premises and paying for such part thereof (if any) as shall be permanently damaged as hereinbefore provided But in case the said embankment and works shall be held by the lessees for the full term of thirty-one years the lessees will at the determination thereof in lieu of such restoration and payment as aforesaid leave the works in their then state on being requested so to do by the lessor.

11. Provided lastly that if the said yearly rent of five pounds hereby reserved or any part thereof shall be unpaid for the space of forty days next after any of the days hereinbefore appointed for payment thereof or in case the lessees shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on their parts to be observed and performed then and in any such case the demise hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof notwithstanding And the lessor and also the said Henry Jones as to their own respective acts and deeds but not further or otherwise do hereby



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respectively covenant with the lessees that they paying the rent hereby reserved and observing and performing the lessees' covenants hereinbefore contained shall and may peaceably and quietly possess and enjoy the said premises during the said term without any eviction or disturbance by the said covenanting persons respectively or any person lawfully or equitably claiming from or under them respectively. Provided always and it is hereby agreed and declared that the lessees shall pay the rent hereby reserved unto the said Henry Jones or other the person for the time being entitled to the equity of redemption of the said premises until the lessor shall by a notice in writing require the payment of the said rent to himself and until such notice the said Henry Jones or other the person entitled as aforesaid shall have the like remedy by distress for recovery of arrears of the said rent as he would have had if seised at law of the said premises in reversion expectant on this lease and shall and may exercise all the rights and powers conferred by these presents on the lessor. And it is declared that where the context allows the expression "the lessor" hereinbefore used includes besides the said Lewis Owen his heirs and assigns.

In witness whereof the parties hereto of the first and second parts have hereunto set their hands and seals and the lessees have caused their common seal to be affixed hereto the day and year first hereinbefore written.

Signed sealed and delivered by the said Lewis } LEWIS P. OWEN (L.S.)  
Pugh Owen in the presence of

RICHARD ROBERTS Solicitor Pwllheli.

Signed sealed and delivered by the said Henry } HENRY JONES (L.S.)  
Jones in the presence of

J. HENRY THOMAS

Clerk to the Gwyrfaï Rural District Council. (L.S.)

THIS INDENTURE made the twenty-eighth day of November one thousand eight hundred and ninety-six. Between the Honourable Frederick George Wynn of Glynllifon Park in the county of Carnarvon hereinafter called "the lessor" (which expression shall mean and include except where the context may require a different construction the said Frederick George Wynn and his heirs and assigns) of the one part and the rural district council of Gwyrfaï in the county of Carnarvon hereinafter called "the lessees" (which term shall include their successors or assigns) of the other part. Whereas the lessees are about to construct certain works under the provisions of the Public Health Act 1875 for the supply of water to the inhabitants of Llanllyfni Village Penygroes Talysarn and other places in the parish of Llanllyfni within their district. And whereas certain pipes or conduits are to be laid down in connexion with such works in through or upon some of the hereditaments hereinafter mentioned or described and a dam or embankment for raising the waters of the lake hereinafter mentioned is to be constructed on lands adjacent to the hereditaments hereinafter described and the lessor has agreed for the purpose of enabling the lessees to carry out such works to demise and grant to them the hereditaments powers rights and easements hereinafter described on the terms and conditions hereinafter set forth. Now this indenture witnesseth that in pursuance of the said agreement and in



consideration of the yearly rent and covenants hereinafter reserved and contained and on the part of the lessees to be paid observed, and performed He the lessor doth grant demise and lease unto the lessees All that piece or parcel of land being part of the allotment known as Parc-y-Graig situate in the parish of Clynnog in the county of Carnarvon and now in the occupation of Lewis Owen and others and which said premises hereby demised adjoin on the south side thereof the lake known as Llyn Cwm Dulyn and are more particularly delineated and described in the map or plan thereof annexed hereto and thereon coloured pink Together with the liberties rights powers and privileges following that is to say To construct and maintain a strong and substantial dam or embankment with sluice valve floodgate or cutting therein at the outlet of the said lake such embankment to be of sufficient height to raise the waters of the said lake to a height of not less than three feet above its present ordinary level whereby the land coloured pink on the said plan will thereafter be submerged or covered with water To fence off and keep effectually fenced off (in case it may be found necessary) the said lands coloured pink and the lake abutting thereon from the adjoining lands of the lessor with a good and substantial stone wall or rails and posts or otherwise so as to prevent all manner of cattle horses sheep or pigs from having access to or straying into the said lake To lay down maintain and repair and whenever necessary to inspect cleanse relay enlarge or reconstruct in through or upon the common land adjacent to the said lake (so far as the estate and interest if any of the lessor in such common land may extend) a pipe or conduit to convey the waters of the said lake for the purpose aforesaid such pipe or conduit to be of a diameter not exceeding seven inches To enter upon and to have free egress and regress from time to time and at all reasonable times to and from the said lands of the lessor and the said lake with agents engineers contractors workmen horses carts and carriages and there to do all manner of excavations acts and things necessary for the purpose of carrying out the works aforesaid or any of them and from time to time for the purposes aforesaid or any of them to bring upon the said lands or any part thereof and to remove therefrom such materials plant articles and other things as shall be necessary for the said works To search for get dig and use so much gravel sand peat soil and stone within and from the said lands of the lessor as may be necessary for the purpose of constructing making and repairing the said embankment and works To store impound take and use the waters of the said lake for the purpose of the said waterworks by means of the said embankment and pipe or conduit And to use the said embankment and pipe or conduit at all times during the term hereby granted for the purposes aforesaid yet so that the right intended to be hereby granted shall be subservient to the right now enjoyed by the owners and occupiers of land on either side of the stream running out of the said lake To have hold use take and enjoy all and singular the hereditaments rights powers privileges easements and premises hereinbefore mentioned or described unto the said lessees for the purposes aforesaid for the term of thirty-one years from the tenth day of October one thousand eight hundred and ninety-six Yielding therefor unto the lessor the yearly rent of two pounds payable on the tenth day of October in each year the first payment to be made on the tenth day of October one thousand eight



A.D. 1900. hundred and ninety-seven The lessees hereby covenant with the lessor to observe and perform the provisions hereinafter contained which are or ought on their part to be observed and performed namely :—

1. To pay the said yearly rent upon the days or times and in manner hereinbefore appointed for the payment thereof without any deduction or abatement whatsoever And also to pay all rates assessments and impositions which may be made upon the said premises.

2. To construct the said embankment and a sluice valve floodgate or cutting for regulating the overflow and the said conduit pipe and all other necessary works and appurtenances (hereinafter referred to as "the said embankment and works") in a good and substantial manner with sound and proper materials of all kinds and of such design and dimensions as shall be sufficient to raise the surface of the water of the said lake and maintain it three feet at least above its present ordinary level during the term hereby granted to the satisfaction in all things of the lessor or his surveyor.

3. Upon during and after the construction and completion of the said embankment and works it shall be lawful for the lessor or his surveyor or anyone authorised by him at any time or times to enter into and upon the said embankment and works and inspect them and also to inspect the regulation of the overflow and in the event of any dilapidation or want of repair being found or of its appearing that the said embankment and works want strengthening or altering the lessees will upon notice thereof in writing by the lessor or his surveyor or agent delivered or sent to the clerk of the lessees do any repairs and carry out any such additions or alterations as may be specified in such notice within reasonable time after receipt thereof and in the event of the lessor or his surveyor or agent requiring any alteration in the regulation of the overflow the lessees will immediately upon receipt of notice thereof given as aforesaid regulate the overflow in accordance with the requirements of such notice Provided nevertheless that no such alterations shall be required to be made in the said embankment and works and that no such act shall be done or permitted by the lessor or any person or persons claiming under him as will render the supply of water in the said lake unfit or insufficient for the purposes set forth in clause 5 of these presents Provided always that no approval of the said embankment and works given by the lessor or his surveyor nor the compliance by the lessees under this clause with any of the requirements of the lessor his agent or surveyor shall in any way release or exonerate the lessees from any liability for or in respect of any expenses damage or loss that may occur through or in consequence of any exercise by them of any of the lessees' authorities or powers hereby granted.

4. After the said embankment and works shall have been constructed and completed as aforesaid to maintain and keep them in good and substantial repair and make good at their own expense and to the satisfaction of the lessor all damage arising from any overflow caused by the existence of such embankment and works or by the bursting of such embankment and notwithstanding any approval given by the lessor his surveyor or agent or any compliance by the lessees with any of his or their requirements under the two preceding clauses hereof or either of them to indemnify and save harmless the lessor his tenants licencees and assigns from all loss charges



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claims or demands arising in respect thereof and also to indemnify the lessor against all actions claims and demands which may be made brought or prosecuted against the lessor by any person or persons having riparian rights in the natural stream running out of the said lake in respect of any alleged damage to or interference with such rights which may be alleged to be caused by the construction of the said embankment and works.

5. To use and appropriate the waters of the said lake subject as aforesaid in a fair reasonable and proper manner for the purposes of the supply of water to the inhabitants of the Llanllyfni Village Penygroes Talysarn and other places in the said parish of Llanllyfni for public and private purposes and for no other purposes whatsoever Provided that the conduit pipe to be constructed as aforesaid shall not exceed seven inches in diameter and that the lessees will not permit any waste of the water Provided also that there shall be made by the lessees in the fence or wall which may be erected by them on the lands of the lessor along the banks of the said lake a sufficient number of watering places for stock and suitable openings with gates at points to be marked out by the lessor or his agent or surveyor.

6. From time to time on demand to pay the lessor his tenants licencees and assigns fair and reasonable compensation for all gravel sand and stone taken from the said lands and for all loss injury or damage to the surface of the lands of the lessor and the crops thereon in consequence of the exercise by the lessees of any of the powers or of the breach of or neglect by them of any of the covenants or conditions herein contained the amount of such compensation being in case of difference settled by arbitration under the Arbitration Act 1889.

7. Not to make any alteration in the said embankment and works (except for the purpose of renewing or strengthening the same) nor increase the size of the said conduit pipe without the previous consent in writing of the lessor.

8. To pay all the costs charges and expenses of and incident to these presents according to Part 2 of the schedule to general order under the Solicitors' Remuneration Act 1881 and also the reasonable fees of the surveyor of the lessor and others interested in the said lake (not exceeding three guineas a day and expenses) that may be incurred in inspecting the said works during and after construction thereof and reporting thereon to the lessor and others such fees to cover all work to be done on behalf of the lessor and of all other parties interested as aforesaid.

9. The lessees will erect and provide suitable washing places and folds on the piece of land coloured brown on the said plan of at least equal capacity to those now in existence before causing the present ones to become disused the same to be used by the persons who have hitherto been in the habit of washing their sheep in the said lake but who will after the construction of the said embankment and works have to wash their sheep in the natural stream which flows near to such new washing places and folds.

10. The lessees shall at or before the expiration of the said term cause to be restored to their original or natural level state and condition and fit for agricultural occupation all such parts of the lands as shall have been appropriated and used for any of the purposes of this demise And if any land shall be permanently damaged or interfered with so that the same cannot be restored as aforesaid the lessees shall pay to the lessor at the end



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or sooner determination of this lease such sum as may be agreed upon or in case of difference such sum to be settled by arbitration as aforesaid. Provided always that the lessees may determine this lease and the term hereby granted on the tenth day of October one thousand eight hundred and ninety-seven or the tenth day of October in any subsequent year thereof by giving or leaving at the last known place of abode in England or Wales of the said lessor his heirs executors or administrators six calendar months' previous notice in writing signed by their clerk of their intention so to do and paying the rent hereby reserved up to the day of the said term being determined and restoring the said demised premises and paying for such part thereof (if any) as shall be permanently damaged as hereinbefore provided. But in case the said embankment and works shall be held by the lessees for the full term of thirty-one years the lessees will at the determination thereof in lieu of such restoration and payment as aforesaid leave the works in their then state on being requested so to do by the lessor.

11. Provided lastly that if the said yearly rent of two pounds hereby reserved or any part thereof shall be unpaid for the space of forty days next after any of the days hereinbefore appointed for payment thereof or in case the lessees shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on their parts to be observed and performed then and in any such case the demise hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof notwithstanding. And the lessor hereby covenants with the lessees that they performing and observing all the lessees' covenants and conditions hereinbefore contained may quietly hold and enjoy the premises hereby demised and granted without any interruption or interference by the lessor or any person or persons claiming through or under him.

In witness whereof the lessor hath hereunto set his hand and seal and the lessees have caused their common seal to be affixed hereto the day and year first hereinbefore written.

Signed sealed and delivered by the  
hereinbefore named Frederick } FREDERICK G. WYNN (L.S.)  
George Wynn in the presence of }

RICHARD ROBERTS  
Solicitor Pwllheli.

THIS INDENTURE made the twenty-eighth day of November one thousand eight hundred and ninety-six. Between Owen Evans of Broom Hall in the county of Carnarvon Esquire and Owen Lloyd Jones Evans of Broom Hall aforesaid Esquire, hereinafter called "the lessors" (which expression shall mean and include except where the context may require a different construction the said Owen Evans and his assigns and the said Owen Lloyd Jones Evans and his heirs and assigns) of the one part and the rural district council of Gwyrfai in the county of Carnarvon hereinafter called "the lessees" (which said term shall include their successors and assigns) of the other part. Whereas the lessees are about to construct certain works under the provisions of the Public Health Act 1875 for the supply of water to the inhabitants



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of Llanllyfni Village Penygroes Talysarn and other places in the parish of Llanllyfni within their district And whereas certain sheep folds are to be erected and pipes or conduits laid down in connexion with such works in through or upon some of the hereditaments hereinafter mentioned or described and a dam or embankment for raising the waters of the lake hereinafter mentioned is to be constructed partly on some of the hereditaments hereinafter described and partly on other hereditaments adjacent thereto and the lessors have agreed for the purpose of enabling the lessees to carry out such works to demise and grant to them the hereditaments powers rights and easements hereinafter described on the terms and conditions hereinafter set forth Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the yearly rent and covenants hereinafter reserved and contained and on the part of the lessees to be paid observed and performed They the lessors do hereby grant demise and lease unto the lessees All that piece or parcel of land being part of the allotment known as Braich-y-llyn situate in the parish of Llanllyfni in the county of Carnarvon and now in the occupation of William Jones and which said premises hereby demised adjoin on the north side thereof the lake known as Llyn Cwm Dulyn and are more particularly delineated and described in the map or plan thereof annexed hereto and thereon coloured pink And also all that piece or parcel of land situate in the said parish of Llanllyfni being part of the same allotment and which is more particularly delineated and described in the said plan and therein coloured pink Together with the liberties rights powers and privileges following that is to say To construct and maintain a strong and substantial dam or embankment with sluice valve floodgate or cutting therein at the outlet of the said lake such embankment to be of sufficient height to raise the waters of the said lake to a height of not less than three feet above its present ordinary level whereby the land coloured pink on the said plan (except such part thereof as is intended to form part of the site of the said dam or embankment) will thereafter be submerged or covered with water To fence off and to keep effectually fenced off (in case it may be found necessary) the said land coloured red and the lake abutting thereon from the adjoining lands of the lessors with a good and substantial stone wall or rails and posts or otherwise so as to prevent all manner of cattle horses sheep or pigs from having access to or straying into the said lake To construct sheep washing places and sheep folds in manner hereinafter provided on the said piece of land shown and coloured brown on the said plan To lay down maintain and repair and whenever necessary to inspect cleanse relay enlarge or reconstruct in through or upon the common land adjacent to the said lake (so far as the estate and interest if any of the lessors in such common land may extend) a pipe or conduit to convey the waters of the said lake for the purpose aforesaid such pipe or conduit to be of a diameter not exceeding seven inches To enter upon and to have free egress and regress from time to time and at all reasonable times to and from the said lands of the lessors and the said lake with agents engineers contractors workmen horses carts and carriages and there to do all manner of excavations acts and things necessary for the purpose of carrying out the works aforesaid or any of them and from time to time for the purposes aforesaid or any of them to bring upon the said lands or any part thereof and to remove therefrom such



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1. To pay the said yearly rent upon the days or times and in manner hereinbefore appointed for the payment thereof without any deduction or abatement whatsoever And also to pay all rates assessments and impositions which may be made upon the said premises.

2. To construct the said embankment and a sluice valve floodgate or cutting for regulating the overflow and the said conduit pipe and the said washing places and folds and all other necessary works and appurtenances (hereinafter referred to as the said embankment and works) in a good and substantial manner with sound and proper materials of all kinds and of such design and dimensions as shall be sufficient to raise the surface of the water of the said lake and maintain it three feet at least above its present ordinary level during the term hereby granted to the satisfaction in all things of the lessors or their surveyor.

3. Upon during and after the construction and completion of the said embankment and works it shall be lawful for the lessors or their surveyor or anyone authorised by them at any time or times to enter into and upon the said embankment and works and inspect them and also to inspect the regulation of the overflow and in the event of any dilapidation or want of repair being found or of its appearing that the said embankment and works want strengthening or altering the lessees will upon notice thereof in writing by the lessors or their surveyor or agent delivered or sent to the clerk of the lessees do any repairs and carry out any such additions or alterations as may be specified in such notice within reasonable time after receipt thereof and in the event of the lessors or their surveyor or agent requiring any alteration in the regulation of the overflow the lessees will immediately upon receipt of notice thereof given as aforesaid regulate the overflow in accordance with the requirements of such notice Provided nevertheless that no such alterations shall be required to be made in the said embankment and works



and that no such act shall be done or permitted by the lessors or any person or persons claiming under them as will render the supply of water in the said lake unfit or insufficient for the purposes set forth in clause 5 of these presents. Provided always that no approval of the said embankment and works given by the lessors or their surveyor nor the compliance by the lessors under this clause with any of the requirements of the lessors their surveyor or agent shall in any way release or exonerate the lessees from any liability for or in respect of any expenses damage or loss that may occur through or in consequence of any exercise by them of any of the lessees' authorities or powers hereby granted.

4. After the said embankment and works shall have been constructed and completed as aforesaid to maintain and keep them in good and substantial repair and make good at their own expense and to the satisfaction of the lessors all damage arising from any overflow caused by the existence of such embankment and works or by the bursting of such embankment and notwithstanding any approval given by the lessors their surveyor or agent or any compliance by the lessees with any of his or their requirements under the two preceding clauses hereof or either of them to indemnify and save harmless the lessors their tenants licencees and assigns from all loss charges claims or demands arising in respect thereof. And also to indemnify the lessors against all actions claims and demands which may be made brought or prosecuted against the lessors by any person or persons having riparian rights in the natural stream running out of the said lake in respect of any alleged damage to or interference with such rights which may be alleged to be caused by the construction of the said embankment and works.

5. To use and appropriate the waters of the said lake subject as aforesaid in a fair reasonable and proper manner for the purposes of the supply of water to the inhabitants of Llanllyfni Village Penygroes Talysarn and other places in the said parish of Llanllyfni for public and private purposes and for no other purposes whatsoever. Provided that the conduit pipe to be constructed as aforesaid shall not exceed seven inches in diameter and that the lessees will not permit any waste of the water. Provided also that there shall be made by the lessees in the fence or wall which may be erected by them on the lands of the lessors along the banks of the said lake a sufficient number of watering places for stock and suitable openings with gates at points to be marked by the lessors or their agent or surveyor.

6. From time to time on demand to pay the lessors their tenants licencees and assigns fair and reasonable compensation for all gravel sand and stone taken from the said lands and for all loss injury or damage to the surface of the lands of the lessors and the crops thereon in consequence of the exercise by the lessees of any of the powers or of the breach of or neglect by them of any of the covenants or conditions herein contained the amount of such compensation being in case of difference settled by arbitration under the Arbitration Act 1889.

7. Not to make any alteration in the said embankment and works (except for the purpose of renewing or strengthening the same) nor increase the size of the said conduit pipe without the previous consent in writing of the lessors.



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8. To pay all the costs charges and expenses of and incident to these presents according to Part II. of the schedule to general order under the Solicitors' Remuneration Act 1881 and also the reasonable fees of the surveyor of the lessors and others interested in the said lake (not exceeding three guineas a day and expenses) that may be incurred in inspecting the said works during and after construction thereof and reporting thereon to the lessors and others such fees to cover all work to be done on behalf of the lessors and all other parties interested as aforesaid.

9. The lessees will erect and provide suitable washing places and folds on the piece of land coloured brown on the said plan of at least equal capacity to those now in existence before causing the present ones to become disused the same to be used by the persons who have hitherto been in the habit of washing their sheep in the said lake but who will after the construction of the said embankment and works have to wash their sheep in the natural stream which flows near to such new washing places and folds.

10. The lessees shall at or before the expiration of the said term cause to be restored to their original or natural level state and condition and fit for agricultural occupation all such parts of the lands as shall have been appropriated and used for any of the purposes of this demise And if any land shall be permanently damaged or interfered with so that the same cannot be restored as aforesaid the lessees shall pay to the lessors at the end or sooner determination of this lease such sum as may be agreed upon or in case of difference such sum to be settled by arbitration as aforesaid Provided always that the lessees may determine this lease and the term hereby granted on the tenth day of October one thousand eight hundred and ninety-seven or the tenth day of October in any subsequent year thereof by giving to or leaving at the usual or last known place of abode in England or Wales of the lessors or either of them their or either of their heirs executors or administrators six calendar months' previous notice in writing signed by their clerk of their intention so to do and paying the rent hereby reserved up to the day of the said term being determined and restoring the said demised premises and paying for such part thereof (if any) as shall be permanently damaged as hereinbefore provided But in case the said embankment and works shall be held by the lessees for the full term of thirty-one years the lessees will at the determination thereof in lieu of such restoration and payment as aforesaid leave the works in their then state on being requested so to do by the lessor.

11. Provided lastly that if the said yearly rent of two pounds hereby reserved or any part thereof shall be unpaid for the space of forty days next after any of the days hereinbefore appointed for payment thereof or in case the lessees shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on their parts to be observed and performed then and in any such case the demise hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof notwithstanding And the lessors hereby covenant with the lessees that they performing and observing all the lessees' covenants and conditions hereinbefore contained may quietly hold and enjoy the premises hereby



demised and granted without any interruption or interference by the lessors or any person or persons claiming through or under them. A.D. 1900.

In witness whereof the lessors have hereunto set their hands and seals and the lessees have caused their common seal to be affixed hereto the day and year first hereinbefore written.

Signed sealed and delivered by the herein-  
before named Owen Evans and Owen Lloyd } OWEN EVANS (L.S.)  
Jones Evans in the presence of } O. LL. J. EVANS (L.S.)

THOS. B. ROGERS

Butler

Broom Hall Chivillog.

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