

# Government Gazette

## EXTRAORDINARY

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## WESTERN AUSTRALIA.

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## No. 15.] PERTH: TUESDAY, MARCH 22.

[1892.

No. 4913.--C.S.O.  $\frac{237}{91}$ \*

Colonial Secretary's Office, Perth, 19th March, 1892.

THE following By-Laws, made under "The Perth Waterworks Act" (53 Vic., No. 13), approved by His Excellency the Administrator in Council, are hereby published for general information.

> GEORGE SHENTON, Colonial Secretary.

### By-Laws made under "The Perth Waterworks Act" (53 Vic., No. 13, 1889).

W HEREAS the City of Perth Water Supply Company, Limited, being the Contractors with the Mayor, Councillors, and Citizens of the City of Perth for the supply of water for the said City of Perth, are empowered by the Waterworks Act, 1889, to make the By-Laws following, that is to say:--

- I. For regulating the conduct of the officers and servants appointed or employed under or for the purposes of this Act:
- 11. For fixing a scale of charges for water supplied by measure, and a minimum quantity of water to be charged for where water is so supplied :
- 111. For determining the times at which any charge for water supplied under agreement shall be payable, whether in advance or otherwise :
- IV. For regulating the number, form, material, dimensions, construction, and arrangement of pipes, fittings, and other works supplying water from the pipes of the Contractors to adjacent premises; the time of executing and the notices to be given for such works; the superintendence thereof; the making good and replacing ground which may be displaced in the course of such works; and for inspecting, at reasonable times, pipes and fittings, whether situate within any buildings or otherwise:
- v. For regulating the construction, disposition, and inspection of meters :
- vi. For regulating the quantity of water each customer is in each year entitled to use in respect of his rates :
- vII. For preventing the waste or misuse of water, whether supplied by meter or otherwise :

- VIII. For compelling persons using water supplied by the Contractors to keep their pipes, fittings, and other appliances, in proper repair; for preventing any alteration of or interference with such pipes or fittings, without the consent of or notice to the Contractors; for repairing such pipes, fittings, and appliances so as to prevent waste of water, and for recovering the cost of such repairs:
- IX. For licensing competent plumbers and for cancelling such licenses, and also for preventing any other than licensed plumbers from fixing, altering, or repairing any pipes, fittings, or meters connected with the pipes, or works of the Contractors; and fining licensed plumbers for breach of any of the regulations:

And whereas by the said Act it is enacted that the Contractors may by such by-laws impose such reasonable penalties as they may think fit, not exceeding Twenty Pounds, for any breach of such by-laws, and, in case of a continuing offence, a further penalty not exceeding Five Pounds for each day after notice of such offence shall have been given by the Contractors to the offender:

Now the Contractors to the offender: Now the Contractors, under and by virtue of the powers contained in the Waterworks Act of 1989, doth hereby make the by-laws following, subject nevertheless to an indenture of agreement made between the Mayor and Councillors and Citizens of the City of Perth of the one part, and Neil McNeil therein described of the other part, and dated the 21st day of October, 1889, and to an indenture of agreement made between the Mayor, Councillors, and Citizens of the City of Perth of the one part, and the said Company of the other part, dated the 4th day of December, 1891, that is to say:—

#### GENERAL.

#### Applications for services.

1. Upon receipt of an application from the owner or occupier of any premises situated within 180 feet of the frontage of any street in which a main pipe has been laid down, for a constant supply of water (such application to be made upon a printed form to be supplied at the Contractors' office), the Contractors shall within 14 days after receiving such notice connect free of charge the premises in the manner provided by the Act, and will do such acts and construct such works as shall be necessary and proper for complying with and carrying out such request.

#### Mains to be tapped by Contractors only.

2. The Contractors only are empowered to tap the main in the streets or elsewhere, and attach service pipes thereto, and extend the same to the boundary line of the premises

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to be supplied, fixing wherever practicable a separate service for each tenement: and all service pipes upon private property attached to the service pipes of the Contractors are herein called "Private services," but in all cases where a supply is desired to premises situated beyond 180 feet from the frontage of any public streets or highways where mains exist, such supply will be only given under special agreement.

#### Fittings not to be connected without consent of Contractors.

3. It shall not be lawful for the owner or occupier of any premises supplied with water by the Contractors, or any consumer of the water of the Contractors or any other person, to affix, or cause or permit to be affixed, any pipe, fitting, or apparatus to a pipe belonging to or used by such owner or occupier, consumer, or any other persons, or to make any addition to, or alteration in, any such communication or service-pipe, fitting, or apparatus connected therewith, without the consent in every such case of the Contractors.

#### Penalty for using unauthorised fittings.

4. Any person who, being an owner or occupier of lands or premises supplied with water under this Act, for the purpose of taking, in a manner not authorised by this Act, any such water, uses in or places on, or affixes or attaches to such land or premises, or to any prescribed fitting, or wilfully permits to be used in or placed on, or affixed or Wilfully permits to be used in or placed on, or affixed or attached to such lands or premises, or to any prescribed fitting, any fitting, instrument, or thing not authorised in that behalf by the Contractors, or who alters, misuses, injures, or removes any prescribed fitting, except for the purpose of necessary repairs, shall upon conviction thereof forfeit and pay to them a sum not greater than Five Pounds, without prejudice to the right of the Contractors to record from him damages in except of any injury by such owner or occupier done or wilfully permitted to be done to the Contractors' property, and without prejudice to the Contractors' right to recover from him the value of any water wasted, misused, or unduly consumed.

#### Defective fittings to be removed.

5. Any consumer's pipe, cock, cistern, or other fitting laid, fixed, or used otherwise than in accordance with the regulations, and with the provisions of the Act, or which shall be of bad or defective quality, or shall conduce to the waste, misuse, or contamination of the water, shall, upon the Contractors giving forty-eight hours previous notice in writing, be discontinued and disused; and the Contractors may require the same to be removed, replaced, or repaired, and may, with the consent of the Local Board of Manage-ment, stop the supply of water to the said consumer until such pipe, cock, cistern, or other fitting shall have been removed, replaced, or repaired.

#### Services shall not communicate directly with steam boilers.

6. Private services shall not communicate directly with the water in any steam boiler or other apparatus used for the generation of steam, but the feed water shall be supplied in such a manner that none of the water in the boiler, plied in such a manner that none of the water in the boller, or such other apparatus, can return into the main or ser-vice-pipe. Any boiler or other apparatus in which the feed water is supplied below the water level shall be dis-connected by the occupier upon his receiving written notice from the Contractors, and such alterations shall be made in the arrangement of the supply as may be necessary to com-ply with this By-Law; and if the required alterations be out wade writtly four of the back of the source of written not made within forty-eight hours after the service of such not made within forty-eight hours after the service of such written notice on the occupier, or at the premises where the said boiler or apparatus is fixed, the occupiers shall be liable to the penalties provided by these By-Laws, and the Contractors shall be at liberty, with the consent of the said Board, to discontinue the supply of water without giving any further notice, and the supply shall not be restored until the alterations are completed and all penalties are paid, including the charges for cutting off and restoring the supply. the supply.

#### Size of Services.

7. Except when the supply is paid for by meter, the supply of water will be through separate service-pipes of the following diameters, according to the assessed annual value of the premises, as follows :

For premises assessed at or under £50 per annum, 1/2 in. pipe.

More than £50 and not more than £150 per annum, åin. pipe.

More than £150 and not more than £300 per annum, lin. pipe. More than £300 and not more than £400 per annum,

14in. pipe.

Other premises by special agreement.

Owner to lay and maintain services.

8. The owner or occupier must, at his own expense, lay down and maintain all the pipes and apparatus upon his premises. All pipes must be of lead or galvanised wrought

iron, and where lead pipes are used they must be of equal thickness throughout, and of at least the respective weights following, viz.:--

			Weight	of lead	pipe.	
$\frac{3}{8}$	inch	• • •			5 lbs. j	per yard.
381234 1234	,,		•••		6 lbs.	,
$\frac{3}{4}$	,,				9 lbs.	"
-	,,				12  lbs.	"
1幸	,,	•••			16 lbs.	,,
1늘	,,	•••	••••		20 lbs.	"
-					1 11	1 1

Where wrought-iron pipes are used, they must be of the kind known as wrought-iron steam tubes.

9. The whole of the iron pipes, tees, thimbles, bends, re-ducing couplings, plugs, &c., to be of the best manufacture, true in section, straight, and of equal thickness, properly and truly cut with Whitworth's standard gas thread, and perfectly sound and new, and free from all defects. The tees, bends, tubes, &c., are to be capable of withstanding a hydrostatic pressure equal to a column of water 400 feet in height height.

#### Joints.

10. All joints between tees, bends, thimbles, couplings, elbows, and cocks, &c., shall be made with red lead and flax. All joints on lead pipes must be of the kind known as "wiped joints."

#### Depth of pipe.

11. No service pipe on private property, below the ground surface, shall be laid at a less depth than ten inches.

#### Pipes through drains to be properly protected.

12. No pipe or other apparatus must be laid through any sewer, drain, ashpit, cistern, or manure tank, or through in, or into any place where, in the event of the pipe becoming unsound, the water conveyed through such pipe would be liable to be fouled, or to escape without observation, unless such pipe or apparatus be laid through an exterior cast-iron pipe or box of sufficient length and strength to afford due protection to the same, and to bring any leakage or waste within easy detection.

Testing fittings. 13. All taps, stop-cocks, bib-cocks, ball-cocks, valves, closet cisterns, service boxes, waste-not regulators, bath taps or valves, or other fittings used in connection with a supply of water, must be tested and stamped by the duly authorised officer of the Contractors, before being fixed. The Contractors will test and stamp the same free of charge.

#### Sample fittings.

14. A set of standard fittings, such as are at present approved, is exhibited in the Contractors' Office; but the Local Board of Management will give due consideration to the claims of any other fitting which may be presented for approval, and if considered satisfactory the same will be purchased and placed among and become one of the standard approved fittings.

#### Cocks.

15. All stop and bib-cocks shall be loose-valve, screwdown, high-pressure cocks, made of hard brass or gun-metal, and be in every respect of best quality and workmanship.

#### Cisterns.

16. Every cistern and tank used must be provided with an equilibrium ball-valve, and the overflow pipe must be laid and fixed in a suitable manner, so as to discharge in some conspicuous place open to inspection, and in a posi-tion approved by the Contractors.

Service not to communicate with rain-water receptacles or underground tanks.

No service pipe will be allowed to communicate with 17. any cistern, tank, or vessel intended or used for the recep-tion of rain-water, or made or used below the surface of the ground.

#### Troughs to be supplied by meter.

18. Every cattle trough (except such as may be fixed by the Contractors for public use) must be supplied by meter.

#### Water-closets.

19. Every water-closet fitting used must be of such con-struction as shall be approved by the Local Board of Management, and must be supplied from the service per-taining to the tenement through a proper closet cistern or service-box, fitted with approved waste-preventing appara-tus. No service-pipe will be suffered, under any pretence whatever, to communicate, directly or indirectly, with a basin or trap, or otherwise than with the cistern of a water-closet. water-closet.

#### Baths.

In every bath the outlet shall be distinct from and unconnected with the inlet or inlets; and the inlet or inlets must be placed above the highest water level of the bath. The outlet of every bath must be provided with a perfectly water-tight plug, valve, or cock. No bath shall have any overflow waste-pipe, nor exceed in dimensions 6ft. 6in. long by 3ft. wide by 2ft. 6in. deep, unless the water is supplied through meter. The Contractors will not supply any bath unless the same shall be so constructed as to prevent a waste of water.

#### Urinals.

21. Every urinal shall be supplied only through a cistern or service-box, fitted with approved waste-preventing apparatus. No service-pipe shall be suffered to communicate directly with any urinal.

#### Meters furnished by Contractor.

22. The Contractors shall supply water by measure to any person requiring the same on the terms and conditions set out in the form F. The expense of repairing, maintaining, and removing all meters will be charged to the consumers having the use of the same. The rent for meters will be 15s. per annum for  $\frac{1}{2}$  in. and  $\frac{3}{4}$  in.; 20s. for 1 in.,  $1\frac{1}{4}$  in., and  $1\frac{1}{2}$  in.; 30s. for 2 in.,  $2\frac{1}{3}$  in., and 3 in. Meters will be provided by the Contractors; provided that all persons to whom such meters shall be supplied shall have the option of purchasing their meter from the Company at a fair and reasonable price, and in the event of such purchase no rent shall be charged for the use thereof.

#### Meters registering incorrectly.

23. If from any circumstance any meter shall cease to indicate correctly the water passing through it, the Contractors shall be entitled to charge for the supply according to the average daily consumption for any month preceding the date upon which such meter was examined and found in order; or at the request of the consumer or will of the Contractors, the said meter shall be tested in the manner provided by clause 5 of the prescribed agreement for supply by meter, and the charge for water supplied regulated accordingly.

#### Meters not to be interfered with.

24. No meter will be allowed to be disconnected from the service pipes, or in any way interfered with, except by the workmen of the Contractors; but immediate attention will be given to application for any required alterations.

25. Before any person shall affix any service-pipe to any pipe of the Contractors, or alter, repair, or in any manner interfere with any pipe of the Contractors, or any servicepipe, cock, or fitting connected with the pipes of the Contractors, he shall obtain from the Local Board of Management a license in that behalf to execute such works; and any unlicensed person affixing, altering, repairing, or in any manner interfering with any such pipe, service-pipe, cock, or fitting as aforesaid shall be liable to a penalty not exceeding Ten Pounds.

26. Such license shall be for such period and be from time to time renewable as the Local Board of Management shall see fit, and the said Board may at any time cancel such license in the event of the holder thereof, by himself or his employés, committing any breach of these By-Laws.

27. Before any such license shall be granted by the Local Board of Management, the person applying for the same shall satisfy the said Board that he is a competent plunber.

#### Inspection of Work.

28. All work done on private lands or premises in connection with the water supply, whether such work consist in the laying and fixing of new services or in the extension or alteration of existing services and fittings, must be inspected by the proper officer of the Contractors; to this effect the plumber excuting such work is bound to give due notice to the Contractors, on the proper printed form. In no case shall the water be turned on to any lands or premises where any such work shall have been executed, until the said work shall have been inspected by the said officer, and certified by him, on the proper form, to be in strict accordance with these By-Laws, and no underground or enclosed work shall be covered up or so concealed from view until the same shall have been duly inspected and passed by the inspector, unless the Contractors shall fail to inspect such work within 48 hours after the giving of such notice.

#### Reward for information as to fittings.

29. The Contractors will pay a reward of not less than ten shillings to any person who will give such information as shall lead to the conviction of any person or persons who shall wrongfully attach (temporarily or otherwise) any pipe to any of the mains or services of the Contractors, or to any pipe, cistern, or apparatus connected therewith, or to or into which the water of the Contractors shall flow, or who shall wrongfully draw off, use or take the water of the Contractors, or who shall knowingly permit the said water to be wrongfully drawn off, used, or taken.

#### Reward for information as to waste.

30. The Contractors will also adequately reward any person (not being the person in fault) who shall communicate timely information to the Contractors of any leakages or waste of water, whether the same be accidental, negligently or wilfully occasioned or suffered, or who shall give such information as shall lead to the conviction of any person or persons who shall steal or cause to be stolen or improperly appropriated the water of the Contractors.

#### Inspector may enter houses.

31. Any officer of the Contractors, acting under their authority, may enter, at all reasonable hours, into any house or premises supplied by the Contractors, in order to examine if there be any waste or misuse of water; and if he be refused such admission, or prevented from making such examination, he may turn off the water supplied by the Contractors from such house or premises without any notice whatsoever until permission shall have been given to enter.

#### Supply and use of water open to inspection.

32. The supply and use of water, whether by meter or otherwise, shall be open to inspection and admeasurement whenever required; and such information must from time to time be afforded as will be sufficient to enable the Contractors to obtain a satisfactory account of the quantity of water actually consumed, and of the pipes, taps, cisterns, and other apparatus and conveniences for receiving and delivering such water.

#### Notices and applications to be made upon printed forms.

33. All notices and applications required by these By-Laws are to be made upon printed forms, to be obtained at the Contractors' office free of charge. Notices sent by post must be prepaid. Any sums paid by the Contractors on account of notices sent by post and not prepaid will be charged against and recovered from the sender.

#### No gratuities allowed.

34. The Contractors do not permit their officers, workmen, or agents to solicit or receive any fee or gratuity whatever, and desire to be informed of any infraction of this regulation, and also of any act of incivility or neglect of attention on the part of such officers, workmen, and agents, or any of them.

#### Penalty for fastening animals to hydrants.

35. Any person who wilfully or negligently shall use any hydrant, stand-pipe, or other property of the Contractors, for the purpose of fastening any horse or other animal thereto, or for any other purpose whereby any such hydrant, stand-pipe, or other property may be in danger of being broken, injured, or interfered with, shall upon conviction be liable to pay a penalty not exceeding Twenty Pounds: And the Contractors will pay a reward of not less than Ten Shillings to any person who shall give such information as shall lead to the conviction of any person or persons for the breach of this by-law.

#### Contractor may discontinue supply.

36. Any person who (1), not having from the Contractors a supply of water for other than domestic purposes, uses for other than domestic purposes any water supplied to him by the Contractors, or (2), having from the Contractors a supply of water for any other than domestic purposes, uses for any purposes other than those for which he is entitled to use the same any water supplied to him by the Contractors shall upon conviction be liable to a penalty not exceeding Forty Shillings, without prejudice to the right of the Contractors to recover from him the value of the water misused.

#### Penalty.

37. Any person committing a breach of any of these bylaws shall, upon conviction, be liable to pay a penalty not exceeding Twenty Pounds, where the amount of such penalty is not hereinbefore specified, and, in case of a continuing offence, a further penalty not exceeding Five Pounds for each day after notice of such offence shall have been given by the Contractors to such offender, and one moiety of any such penalty shall be paid to the informer and the other moiety to the Contractors.

38. Whenever it shall be necessary to cut off the supply from any premises in order to lay on new service pipes to other premises, the Company shall give at least 3 hours' previous notice in writing to the occupiers of the premises so to be deprived of a supply.

39. Any persons aggrieved by any judgment or determination whatever under these By-laws or by any conviction when the penalty inflicted exceeds forty shillings may appeal to the Supreme Court against such decision. Such appeal shall be conducted in the same manner and be subject to the same rules and regulations as an appeal under 18 .

18.

18 .

18 .

Section I of the Schedule referred to in the 16 Victoria, No. 11, or any Act or Acts hereafter to be made amending the same.

FOR	м A.	•
Application	for	Service.

.....District.

18 . To the Contractors. Sir, --I request you to lay on the water to the undermentioned pre-mises, and I undertake in all respects to conform to the by-laws for the supply of water, published by you in the *Government Gazette* of and to any future by-laws which may be made for regulat-ing the water supply.

ing one wate	a supply.			
Name and a of plum District		Signature Dated the Allotment	day of	of premises. 18 tion
Street or Place in which the Premises are situated.	Description of Pr "Dwelling hou "Warehouse," " "Stable," "Manuf or otherwise, as may be.	ise," required—' Shop," purposes," actory," "Irrigation	'Domestic ''Cattle,'' 1,'' ''Manu- 1s the case	Name of Occupier of Premises.
· · · · · · · · · · · · · · · · · · ·				

\* If application be made by occupier, please state owner's name.

FORM B

WATERWORKS. District.

Notice to fix New Service-pipe. To the Contractors. I hereby give you notice that I intend to fix the service-pipe—

Mr.

Street	
District	
Nadama of Wrants	
Nature of Work	

Nore.—Any person using, affixing, or altering fittings, &c., without authority, is liable to a penalty not exceeding Five Pounds. Special attention is drawn to clause , Waterworks Act, 53 Vic., No. 13, 1889.

[Certificate.]

I certify that this work has been performed in a satisfactory manner, and that the materials used are in accordance with the regulations.

Date of Work..... Diameter of Service-pipe .....

FORM C.

#### WATERWORKS.

.....District. Notice to Alter Service-pipe.

To the Contractors.

I hereby give you notice that I intend to alter the Service-pipe of-Mr

Mr..... Street.... District..... Street

Nature of Alteration.....

Note.—Any person using, affixing, or altering fittings, &c., without authority, is liable to a penalty not exceeding Five Pounds. Special attention is drawn to clause , Waterworks Act, 53 Vic., No. 13, 1889.

[Certificate.]

certify that this work has been performed in a satisfactory mer, and that the materials used are in accordance with the manner, and Regulations.

Date of work..... Diameter of Private Service...... 

......Inspector of Services.

#### FORM D. WATERWORKS.

.....District. Notice to Repair Service-pipe.

To the Contractors.

I hereby give you notice that I intend to repair the Service-pipe-Mr

Street.	
Distant	
District.	
Nature of Repairs	
recourse of respectors	

Nore.—Any person using, affixing, or altering fittings, &c., without anthority, is liable to a penalty not exceeding Five Pounds. Special attention is drawn to clause , Waterworks Act, 53 Vic., No. 13, 1889.

[Certificate.]

I certify that this work has been performed in a satisfactory manner, and that the materials used are in accordance with the Regulations. 



Application for Meter. Appreciation for Active [Waterworks Act, 53 Vic., No. 13, 1889.] Perth,

Sir,—I beg to request that you will cause a to the Service-pipe on premises owned by inch Meter to be fixed situated in street. Area No. , Allotment No. , District of , the repairs of which I agree to pay on demand, as well as the cost of removing the said Meter, should I request you at any time to do so, also rent of Meter, at rates set forth in by-laws; and I also undertake to sign the prescribed agreement and to conform to the Rules and Conditions con-tained in the By-laws for the supply of water. I am, Sir, your obedient servant,

Occupier of above-named Premises.

To the Contractors.

#### FORM F.

.....District. Form of Agreement for Supply of Water by Meter for Domestic and other than Domestic Purposes combined-Full Meterage.

other than Domestic Purposes combined—Full Meterage. AN AGREEMENT made this day of 18 between the City of Perth Water Supply Co., Limited (hereinafter called the Contractors), of the one part, and of (hereinafter styled the consumer), of the other part. The said Contractors agree to supply water to the said consumer, at his premises situated at upon the terms hereinafter contained: 1. All water supplied to the said consumer shall be supplied through a previously tested and registered meter, which shall be provided by the said Contractors, and which the consumer shall have the right of purchasing at a reasonable price. The necessary fees and charges as provided in Clause 22 shall be paid by the said consumer; and the said Contractors hereby agree to have the said meter read once in every three months, and as near the end of each year as is practicable during the currency of this agreement. 2. The said consumer hereby agrees with the Contractors that he, the

the currency of this agreement. 2. The said consumer hereby agrees with the Contractors that he, the said consumer, will (in addition to his paying the sums due or becoming due, in respect of the water rate assessed upon his said premises, at such times as the said water rate shall become due under the Water-works Act), duly pay the sum of 1s. 6d, for each and every one thousand gallons of water, and so on in proportion for less than one thousand gallons, which, according to the said meter, shall be supplied to the said consumer; excepting that the said consumer shall be entitled to have supplied to him free of any charge, every year during the continu-ance of this agreement, the quantity of one thousand gallons for every 1s. 6d, paid on account of the water rates above referred to, and so on in proportion for any less period than one year. 3. The said Contractors, and all workmen and servants employed by

a) the first action for any less period than one year.
 The said Contractors, and all workmen and servants employed by him, shall have full "right and liberty to enter upon the said premises from time to time, at all reasonable hours, for the purpose of fixing the said meter, and keeping the same in repair and in proper working order, and of taking the register thereof, and the Contractors shall also have the right of removing the same at the termination of this agree-ment unless the meter shall have been previously purchased. In the event of the meter-reader not being able to take the register of the meter in any month, or for a succession of months, in consequence of the ordinary means of ingress to the premises being fastened, the con-sumption during such period shall be taken and deemed to have been consumed during the three months in which the register is next taken, and shall be considered as water supplied during the year in which such register is taken.
 4. The said consumer will keep the said meter properly protected from

4. The said consumer will keep the said meter properly protected from all accident or damage; and in the event of any repairs being required, the said consumer will immediately give notice thereof to the said Contractors.

the said consumer will immediately give notice thereof to the said Con-tractors. 5. The quantity of water which shall be registered by the said meter as having been supplied shall be taken as the quantity actually supplied; if the said consumer shall at any time be dissatisfed with any particu-lar reading of the said meter, and shall be desirous to have the same tested, he shall give written notice thereof to the said Contractors within seven days from receiving written notice of such reading, and thereupon the said meter shall be tested by passing through it into a vessel of known capacity sufficient water to fill such vessel; and if upon such testing it shall appear that the said meter registered more than was actually passed through it at such testing then the said Con-tractors will bear the expenses of and incidental to such testing, and will also allow to the said consumer a proportionate relate upon the quantity of water which shall be objected to as registered to have passed through the said meter as aforesaid; but if the meter upon such testing shall not register more than the quantity that shall actually have passed through it, then the consumer shall pay to the said Contractors, in addition to the sums hereinbefore agreed to be paid by him, all expenses of and incidental to such a testing : Provided that the expenses of each and every test shall not fixed by the said Contractors, and shall in no case exceed the sum of Twenty Shillings: Provided also, that the said consumer shall not be at liberty to avail himself of the said right to test the said not be at liberty to avail this those next preceding his giving written notice to the said Contractors of his disstistaction and desire to have the said meter tested as aforesaid.

6. In addition to the liabilities of the said consumer under the preceding clauses, he shall continue to pay the said Contractors for water used upon the said premises at the rate aforesaid after he shall have left or removed from the said premises, unless on leaving or removing therefrom the said Contractors shall receive written notice from the said consumer of his desire to be released from this agree-ment.

ment.
7. All the powers, rights, and remedies which are vested in the Contractors or consumer by the Waterworks Act, an indenture of agreement made between the Mayor, Councillors and Citizens of the City of Perth of the one part, and Neil McNeil, therein described, of the other part, and dated the 21st day of October, 1889, and to an indenture of agreement made between the Mayor, Councillors and Citizens of the City of Perth of the one part, and the said Company of the other part, dated the 41st day of December, 1891, shall remain in full force and virtue, unprejudiced and unaffected by this agreement, or any clause, matter, or thing herein contained.

Signed by the above-named	
The common seal of the Contractors was affixed } hereto in the presence of	(L.S.)

Approved in Executive Council this 18th day of March, 1892.

ALEX. C. ONSLOW,

Administrator.

By Authority: RICHARD PETHER, Government Printer, Perth.