



CHAPTER cxiii.

An Act to authorise the Weald Electricity Supply Company Limited to purchase and the Crowborough District Gas and Electricity Company to sell the electricity part of the undertaking of that company to extend the area of supply of the Weald Electricity Supply Company Limited and to confer further powers on that company with regard to the supply of electricity to empower the Crowborough District Gas and Electricity Company to raise further capital and for other purposes. [3rd August 1928.]

A.D. 1928.

WHEREAS the Weald Electricity Supply Company Limited (in this Act called "the Weald Company") were established under the Companies Acts 1908 to 1917 and by the Cranbrook Electricity Supply Orders 1923 to 1924 the Weald Company are supplying electricity for public and private purposes in considerable areas in the counties of Kent and East Sussex :

And whereas by the Crowborough District Gas Act 1899 (hereinafter called "the Act of 1899") the Crowborough District Gas and Electricity Company (in this Act called "the Crowborough Company") were incorporated as the Crowborough District Gas Company and by that Act and the Crowborough District Gas and Electricity Act 1913 (in this Act called "the Act of 1913") were authorised to supply gas and electricity within the

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928. — parishes and places of Crowborough Mayfield Buxted (now divided into the parishes of Buxted and Hadlow Down) and Hartfield in the county of Sussex and so much of the parishes of Rotherfield Withyham and Frant in that county and Speldhurst in the county of Kent as is not within a radius of four miles from the centre of the western door of Holy Trinity Church Tunbridge Wells and by the Act of 1913 the name of the Crowborough Company was altered to “the Crowborough District Gas and Electricity Company” :

And whereas by the Uckfield Gas and Electricity Act 1925 it was enacted that the rights powers and authorities of the Crowborough Company to supply gas and electricity in so much of the parish of Buxted as lies within a distance of three miles and so much of the parish of Hadlow Down as lies within a distance of three miles and one quarter of another mile from the centre of the railway level crossing on the London to Eastbourne and Lewes main road in the urban district of Uckfield should cease and determine :

And whereas the Weald Company have applied to the Electricity Commissioners for a Special Order to extend the area for the supply of electricity by that company so as to include (inter alia) several parishes in the county of East Sussex adjacent to the area of supply of the Crowborough Company :

And whereas the Weald Company and the Crowborough Company have agreed for the purchase by the Weald Company of the electricity part of the undertaking of the Crowborough Company for the sum of thirty-two thousand pounds and such further sum as the auditors of the Crowborough Company may certify to have been expended by the Crowborough Company and properly chargeable to capital between the thirty-first day of December nineteen hundred and twenty-six and the thirtieth day of September nineteen hundred and twenty-seven and upon the other terms of the agreement which is set out in the First Schedule to this Act :

And whereas it is expedient to confirm the said agreement and to transfer the electricity part of the undertaking of the Crowborough Company to the Weald

Company and to extend the area of supply of the Weald Company so as to include the existing area of supply for electricity purposes of the Crowborough Company : A.D. 1928.
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And whereas it is expedient to confer on the Weald Company the further powers as to the supply of electricity contained in this Act :

And whereas the statement set out in the Second Schedule to this Act shows the total amounts of share and loan capital which the Crowborough Company have been authorised by the Act of 1899 the Act of 1913 the Crowborough District Gas Company (Capital Issues) Consent 1920 the Crowborough District Gas Company (Capital Issues) Consent 1923 and the Crowborough District Electricity Special Order 1927 to raise and the total amounts thereof which have been raised and the amounts remaining to be raised :

And whereas it is expedient to authorise the Crowborough Company to raise further capital as in this Act provided :

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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

1. This Act may be cited as the Weald Electricity Supply Company Limited Act 1928. Short title.

2. The following Acts and parts of Acts so far as the same are applicable for the purposes of and are not inconsistent with or varied by the provisions of this Act are incorporated with and form part of this Act (that is to say) :— Incorporation of Acts.

(1) The Lands Clauses Acts (except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement) :

(2) The provisions of the schedule to the Electric Lighting (Clauses) Act 1899 as amended by subsequent Acts except sections 5 and 23 thereof :

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928.

(3) (So far as this Act relates to the Crowborough Company)—

The Companies Clauses Consolidation Act 1845 except the provisions thereof with respect to the conversion of borrowed money into capital;

The Companies Clauses Act 1863 as amended by subsequent Acts.

Interpreta-
tion.

3. In this Act the several words terms and expressions to which by the principal Acts or the Acts wholly or partially incorporated herewith meanings are assigned shall have the same respective meanings unless varied by this Act or unless there be something in the subject or context repugnant to that construction And—

“The Weald Company” means the Weald Electricity Supply Company Limited who shall for the purposes of this Act be the undertakers within the meaning of the principal Acts;

“The area of supply” means the area for the time being within which the Weald Company may supply electricity;

“The Crowborough Company” means the Crowborough District Gas and Electricity Company;

“The principal Acts” means the Electricity (Supply) Acts 1882 to 1926 and the schedule to the Electric Lighting (Clauses) Act 1899 as varied by this Act;

“The Act of 1899” means the Crowborough District Gas Act 1899;

“The Act of 1913” means the Crowborough District Gas and Electricity Act 1913;

“The scheduled agreement” means the agreement set forth in the First Schedule to this Act;

“The day of transfer” means the first week-day after the expiration of a period of three months from the passing of this Act;

“The electricity part of the undertaking of the Crowborough Company” shall be deemed to comprise all the rights powers liberties privileges authorities duties and liabilities of the Crowborough Company with respect to the supply of

electricity by virtue of the Act of 1899 and the Act of 1913 or otherwise in existence on the day of transfer the benefits of and obligations under all agreements with respect to the supply of electricity in existence on the day of transfer all mains pipes cables wires meters fittings and (save as hereinafter provided) other fixed plant used in connection with such supply all loose electricity plant and effects and all plans maps specifications books and other documents relating exclusively to the supply of electricity but shall not include so much of the lands described in Part II of the First Schedule to the Act of 1913 or of the buildings on such lands as will not be required for the supply of electricity in the area of supply of the Crowborough Company when the Weald Company shall have carried out the works referred to in paragraph 8 of the scheduled agreement.

A.D. 1928.

TRANSFER OF UNDERTAKING AND EXTENSION OF LIMITS
OF SUPPLY OF WEALD COMPANY.

4.—(1) The scheduled agreement is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications (if any) as may be agreed between the said parties in writing under their respective common seals.

Confirma-
tion of
scheduled
agreement.

(2) On payment by the Weald Company to the Crowborough Company of the sums set forth in paragraph 2 of the scheduled agreement the electricity part of the undertaking of the Crowborough Company shall by virtue of this Act and without further assurance or other authority become and shall thenceforth be transferred to and be vested in and belong to the Weald Company free from all incumbrances and from all debts and liabilities of the Crowborough Company and such transfer and vesting are referred to in this Act as "the transfer."

5.—(1) Subject as between the Weald Company and the Crowborough Company to the provisions of the scheduled agreement and without prejudice to any remedy over by the Weald Company against the Crowborough Company under that agreement no action suit prosecution or other proceeding whatsoever commenced

Actions &c.
not to abate
and penal-
ties to be
recoverable.

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928.

either by or against the Crowborough Company in relation to any property right privilege debt liability or obligation transferred to the Weald Company shall abate or be discontinued or prejudicially affected by reason of the transfer but the same shall continue and take effect either in favour of or against the Weald Company in the same manner in all respects as the same would have continued and taken effect in relation to the Crowborough Company if the transfer had not been made and all penalties incurred by reason of any offence against the provisions of any enactments of the Crowborough Company relating to the electricity part of the undertaking of the Crowborough Company previously to the day of transfer may be sued for and all offences committed against such provisions previously to the day of transfer may be prosecuted by the Weald Company in such or the like manner to all intents and purposes as such penalties might have been sued for or such offences prosecuted if the transfer had not taken place and all moneys payable to the Crowborough Company relating to the electricity part of the undertaking of the Crowborough Company prior to the day of transfer may be sued for and recovered by the Weald Company in the same manner in all respects as the same might have been sued for and recovered by the Crowborough Company if this Act had not been passed.

(2) This section shall not apply to any proceedings relating to the amount due under the section of this Act of which the marginal note is "Application of purchase money" to the debenture-holders or stockholders of the Crowborough Company.

Contracts
to be
binding on
Weald
Company.

6. Subject to the provisions of the scheduled agreement all agreements contracts deeds and other instruments affecting the Crowborough Company in respect of the electricity part of the undertaking of the Crowborough Company and in force at the day of transfer shall after that day be as binding and of as full force and effect against or in favour of the Weald Company and may be continued or enforced as fully and effectually as if instead of the Crowborough Company the Weald Company had been a party thereto.

Books &c.
to remain
evidence.

7. All books and documents which if the transfer had not been made would have been evidence in respect of any matter relating to the electricity part of the

undertaking of the Crowborough Company for or against the Crowborough Company shall be admitted in evidence in respect of the same and the like matter for or against the Weald Company. A.D. 1928.

8.—(1) From and after the day of transfer the Crowborough Company's powers with regard to the electricity part of their undertaking shall continue to exist only for the purpose of their receiving and recovering the sums payable to the Crowborough Company under the scheduled agreement and distributing or otherwise applying the same and of winding up the affairs of the Crowborough Company relating to that part of their undertaking and carrying into effect the purposes of this Act so far as they relate to that part of the said undertaking. Crowborough Company to wind up electricity part of their undertaking.

(2) As soon as may be practicable after the day of transfer the directors of the Crowborough Company shall proceed to wind up the affairs of the Crowborough Company so far as they relate to the electricity part of their undertaking and shall distribute the net moneys received by the Crowborough Company from the Weald Company after defraying the expenses of winding up that part of the said undertaking and any outgoings incidental thereto and the costs of this Act so far as the same are payable by the Crowborough Company and the said net moneys will extend in accordance with the provisions of the section of this Act of which the marginal note is "Application of purchase money" and for that purpose the several persons whose names shall appear in the books of the Crowborough Company at the day of transfer to be the proprietors of preference stock therein and the holders of mortgages debentures or debenture stock of the Crowborough Company shall unless the contrary be proved to the satisfaction of the directors be considered to be preference stockholders mortgagees debenture-holders or debenture stockholders of the Crowborough Company and the receipt in writing of such persons or of their executors administrators or assigns or of the committee or guardian of the estate of any such person who shall be an idiot lunatic or minor shall be an effectual discharge to the Crowborough Company and the directors thereof.

(3) Upon the provisions of the scheduled agreement and of this section being carried into effect the electricity

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928. part of the undertaking of the Crowborough Company shall cease to exist.

Repeal of parts of Crowborough Company's Acts and Order.

9. As from the transfer section 47 (Powers as to electricity) of the Act of 1899 Part III (Electricity) and section 34 (Separate accounts of gas and electricity undertakings) of the Act of 1913 and the Crowborough District Electricity Special Order 1927 shall be repealed except so far as may be necessary to give effect to the last preceding section of this Act.

Application of purchase money.

10.—(1) The Crowborough Company shall apply the moneys received by them from the Weald Company under the scheduled agreement as follows:—

First In paying off the eight thousand pounds debentures of the Crowborough Company outstanding at the passing of this Act;

Secondly In paying off the five thousand pounds eight per centum redeemable preference stock of the Crowborough Company outstanding at the passing of this Act and repayable on or before the thirty-first day of December nineteen hundred and thirty;

Thirdly In paying off the five thousand pounds seven per centum redeemable preference stock of the Crowborough Company outstanding at the passing of this Act and repayable on or before the thirty-first day of December nineteen hundred and thirty;

Fourthly In paying off the fourteen thousand five hundred pounds debenture stock of the Crowborough Company outstanding at the passing of this Act and repayable on or before the thirty-first day of December nineteen hundred and thirty-two.

(2) Where the directors of the Crowborough Company are for three months after the day of transfer unable after diligent inquiry to ascertain the person to whom any money ought to be paid under the provisions of this section or who can give an effectual receipt for the same or where the holder of any part of the stocks secondly thirdly and fourthly hereinbefore referred to is unwilling to accept the redemption of his stock prior to the date on which it is repayable the directors shall in

either of the cases first mentioned pay the said money into the High Court or where the amount does not exceed five hundred pounds into the county court of Kent holden at Tunbridge Wells under any Act for the relief of trustees and every such payment into court shall effectually discharge the Crowborough Company and the directors from all further liability with respect to the money so paid in and in the case of a holder of stock who is unwilling to accept repayment or redemption thereof the directors shall invest the money payable to such person in the name of the Crowborough Company in trustee securities and may retain the same so invested until the date on which the stock in respect of which such money is invested is repayable Any money remaining over after all the before-mentioned debentures preference stock and debenture stock shall have been paid off may be used for paying off all or any part of the one-half of the costs charges and expenses of and incident to the preparing for obtaining and passing of this Act payable by the Crowborough Company and any such money not so used shall be carried to the special purposes fund of the Crowborough Company.

A.D. 1928.
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(3) Any redeemable preference stock or debenture stock of the Crowborough Company paid off under the provisions of this section shall be cancelled and not re-issued.

11. On and after the transfer there shall be added to the area of supply for the purposes of the Cranbrook Rural District Electricity Special Order 1923 the Cranbrook Electricity (Tenterden Extension) Special Order 1924 and the Cranbrook Electricity (Ticehurst Extension) Special Order 1924 the parishes and places of Crowborough Mayfield Buxted Hadlow Down (except so much of the parish of Buxted as lies within a distance of three miles and so much of the parish of Hadlow Down as lies within a distance of three and a quarter miles from the centre of the railway level crossing on the London to Eastbourne and Lewes main road in the urban district of Uckfield) and Hartfield in the county of East Sussex and so much of the parishes of Rotherfield Withyham and Frant in that county and Speldhurst in the county of Kent as is not within a radius of four miles from the centre of the western door of the Holy Trinity Church Tunbridge Wells.

Extension
of area of
supply of
Weald
Company.

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928.

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Power to
revoke Act
where no
mains are
laid.

12.—(1) If at the expiration of three years from the passing of this Act suitable and sufficient distributing mains shall not have been laid down in the parish or place of Mayfield and in so much of the parishes and places of Buxted Hadlow Down and Rotherfield as is added to the area of supply mentioned in the section of this Act whereof the marginal note is “Extension of area of supply of Weald Company” the Minister of Transport may if he thinks fit revoke the powers of this Act in respect of any of the said parish or place or parts of parishes and places where such mains shall not have been laid.

(2) Nothing in this section shall be construed as affecting the power of the Minister of Transport to revoke the said powers of this Act under the provisions contained in the schedule to the Electric Lighting (Clauses) Act 1899.

For pro-
tection of
county
bridges
in East
Sussex.

13.—(1) Nothing in this Act shall in any way limit or affect the powers of the East Sussex County Council (in this section referred to as “the county council”) to rebuild alter widen or repair the structure of any county bridge upon which any work by this Act authorised shall be constructed or impose upon the county council any liability which was not by law imposed upon them prior to the passing of this Act.

(2) If at any time the county council require to carry out works for rebuilding altering widening or repairing any such bridge which might involve interference with any portion of the undertaking by this Act authorised they shall prior to the commencement of such works give to the Weald Company one month’s notice in writing of their intention to carry out such works and if in order to avoid interruption to the supply by the Weald Company of electrical energy it is in the opinion of the county surveyor necessary temporarily to remove the mains and other electrical appliances belonging to the Weald Company from such bridge then the Weald Company shall (and they are hereby authorised so to do) at their own expense temporarily carry their cables and wires across such bridge overhead or at the side thereof in such a manner as will not be a danger or inconvenience to the public or unreasonably interfere with the works to be carried out by the county council.

(3) When the rebuilding altering widening or repairing of such bridge shall have been completed the Weald Company shall have the same rights and powers with regard to such bridge and its approaches as they had before the works of the county council were carried out.

A.D. 1928.

(4) If any dispute arises between the county council and the Weald Company with regard to this section the same shall be referred to and determined by an arbitrator to be appointed on the application of either party by the Minister of Transport.

GENERAL POWERS WITH REGARD TO SUPPLY OF
ELECTRICITY.

14.—(1) The Weald Company may with the consent of the owner of any building or bridge attach thereto such brackets pipes wires and attachments as may be required for lighting any street in the area of supply.

Attach-
ment of
brackets
&c. to
buildings.

(2) Provided that—

(a) Where in the opinion of the Weald Company any consent under this section is unreasonably refused they may appeal to a court of summary jurisdiction who shall have power having regard to the character of the building or bridge and to the other circumstances of the case to allow the attachment subject to such terms as to compensation or rent and otherwise as they may think reasonable or to disallow the same and may determine by which of the parties the costs of the appeal are to be paid;

(b) Any consent of an owner and any order of a court of summary jurisdiction under this section shall not have effect after the owner ceases to be in possession of the building or bridge but any attachments fixed under the provisions of this section shall not be removed until the expiration of three months after any subsequent owner shall have given to the Weald Company notice in writing requiring the attachments to be removed. Where such notice is given the preceding provisions of this section shall apply and the court of summary jurisdiction shall have the same powers as under proviso (a);

A.D. 1928.

(c) The owner may require the Weald Company temporarily to remove the attachments where necessary during any reconstruction or repair of the building or bridge.

(3) For the purpose of this section any occupier of a building whose tenancy exceeds one year unexpired and in the case of any other tenancy the person receiving the rack rent shall be deemed to be the owner.

(4) Notwithstanding anything contained in this section no brackets pipes wires or attachments shall be attached to any bridge or building belonging to or forming part of the railway undertaking of a railway company without the previous consent in writing of that company or if in the opinion of an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers such consent is unreasonably withheld the consent of such engineer.

Power to
construct
electrical
sub-stations
under
streets.

15.—(1) Subject to the provisions of the Electricity (Supply) Acts 1882 to 1926 and the schedule to the Electric Lighting (Clauses) Act 1899 the Weald Company may within the area of supply in or under any street repairable by the inhabitants at large or dedicated to public use and (with the consent of the persons liable to repair the same) in or under any street not so repairable or not dedicated to the public use construct and maintain sub-stations transforming stations and other works in connection with the undertaking of the Weald Company and may in any such street as aforesaid provide and maintain all such means of access and approach to such sub-stations transforming stations and works as may be necessary or convenient Provided that where in the opinion of the Weald Company the consent of the person liable to repair any street not repairable by the inhabitants at large or not dedicated to the public use is unreasonably withheld the Weald Company may appeal to a court of summary jurisdiction who shall have power to allow the construction and maintenance of such sub-stations transforming stations and works subject to such terms and conditions as they may think reasonable or to disallow the same and may determine by which of the parties the costs of the appeal are to be paid Provided also that the Weald Company shall not construct any such sub-station transforming station or work so as

to interfere with or render less convenient the access to or exit from any station or depôt of a railway company nor shall the Weald Company construct any such sub-station transforming station or work in any main road without the consent of the Kent County Council or the East Sussex County Council as the case may require.

A.D. 1928.
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(2) No sub-station transforming station or other work which the Weald Company are authorised to construct under the provisions of this section shall be constructed in the part of a street under a bridge carrying a railway of the Southern Railway Company over such street or in or upon any bridge carrying a street over a railway of that company or within ten feet of any abutment or wing wall of any such bridge without the consent of the said company or within a further distance of ten feet of any such abutment or wing wall without the like consent but such last-mentioned consent shall not be unreasonably withheld and any question which may arise as to whether or not such consent has been unreasonably withheld shall be referred to and determined by a single arbitrator to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

16.—(1) The Weald Company may upon the application of the owner or occupier of any premises in the area of supply abutting on or in process of erection in any street laid out or made but not dedicated to public use supply such premises with electricity and may lay down take up alter relay or renew in across or along such street such electric lines and apparatus as may be requisite or proper for furnishing such supply and the provisions of the Electricity (Supply) Acts 1882 to 1926 and of the schedule to the Electric Lighting (Clauses) Act 1899 so far as they are applicable for the purposes of this section shall extend and apply to and for the purposes hereof and to any works constructed or executed by the Weald Company under the powers of this section.

Power to
lay electric
lines &c.
in private
streets.

(2) The powers conferred by this section shall not extend to any street which is repairable by the Southern Railway Company and is used for the purposes of their railway unless the consent of that company is obtained by the Weald Company but such consent shall not be unreasonably withheld and any question which may arise

A.D. 1928. — as to whether or not such consent has been unreasonably withheld shall be referred to and determined by a single arbitrator to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

As to maximum power which may be demanded.

17.—(1) The maximum electrical power with which any consumer shall be entitled to be supplied by the Weald Company shall not include any supply of electricity taken on extraordinary occasions or as a stand-by supply unless such consumer shall pay to the Weald Company such minimum annual sum as will give them a reasonable return on the capital expenditure and will cover other standing charges incurred by the Weald Company in order to meet the possible maximum demand for his premises the sum so to be paid to be determined in default of agreement by arbitration in the manner provided by section 28 (Arbitration) of the Electric Lighting Act 1882.

(2) The provisions of this section shall not operate to deprive any consumer of electricity supplied by the Weald Company under the terms of any agreement existing at the passing of this Act of any right to which he would be entitled but for the said provisions.

Use for lighting purposes of electricity supplied for other purposes.

18.—(1) No consumer to whom electricity is supplied by the Weald Company for power purposes shall without the consent in writing of the Weald Company use such electricity for lighting purposes or suffer it to be so used.

(2) Any consumer who without such consent shall use or suffer to be used for lighting purposes electricity supplied to him by the Weald Company through a meter fixed for the purpose of ascertaining the value of the supply to him of electricity agreed to be supplied to him for power purposes shall be subject to a penalty not exceeding five pounds and to a daily penalty not exceeding forty shillings and shall in addition be liable to pay to the Weald Company at such higher rate as they may be for the time being charging for the supply of electricity for lighting purposes for all or any portion of the electricity which has been supplied to him for power purposes within one year previous to the date when the Weald Company shall sue for any penalty as aforesaid.

* (3) Any court having jurisdiction to impose such penalty may and shall on the application of the Weald Company decide for what portion (if any) of such electricity the higher charge as aforesaid shall be payable to the Weald Company.

A.D. 1928.
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(4) The provisions of section 18 (Power to refuse to supply electrical energy in certain cases) of the Electric Lighting Act 1909 shall apply to any person whom the Weald Company have reasonable grounds for believing to be acting contrary to the provisions of this section.

(5) In this section the expression "power purposes" includes all purposes to which electricity may be applied other than lighting purposes and "daily penalty" means a penalty for every day on which an offence under this section is continued by a person after conviction.

19.—(1) If any consumer of electricity supplied by the Weald Company under the terms of any agreement uses the electricity supplied to him by the Weald Company in any manner contrary to the terms of such agreement the Weald Company may if they think fit discontinue to supply electricity to such consumer until they are satisfied that any electricity so supplied will be consumed in accordance with the terms of such agreement. Provided that before discontinuing any such supply the Weald Company shall give to the consumer taking the same seven days' notice in writing of their intention so to do and shall in such notice specify the respect in which the electricity is used contrary to the terms of such agreement.

Provisions
as to
supply of
electricity
by agree-
ment.

(2) A consumer supplied with electricity by the Weald Company under the terms of any agreement shall be deemed to be a person to whom the Weald Company may be and are required to supply energy within the meaning of section 30 (Penalty for failure to supply) of the schedule to the Electric Lighting (Clauses) Act 1899 and the provisions of that section shall apply to the supply afforded by the Weald Company under such agreement unless the provisions of that section are expressly excluded from application in any such agreement and if the Weald Company fail to supply energy to such consumer they shall not be liable for any damages occasioned to such consumer by reason of such failure unless the same is caused by or in consequence of the wilful neglect or default of the Weald Company :

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928.

Provided that the provisions of this subsection shall not operate to deprive any consumer of electricity supplied by the Weald Company under the terms of any agreement existing at the passing of this Act of any right to which he would be entitled but for the said provisions.

Contracts
for supply
of electricity
in bulk.

20.—(1) The Weald Company and any local authority company or person authorised by Act of Parliament or Order confirmed by Parliament or by a Special Order under the Electricity (Supply) Act 1919 to produce or supply electricity may enter into and carry into effect contracts for the supply by the Weald Company beyond the area of supply to any such local authority company or person or by any such local authority company or person to the Weald Company of electricity in bulk upon and subject to such terms and conditions as may be agreed upon but nothing in this section shall authorise any party to any such contract to lay any mains or electric lines or to interfere with any street outside the limits of such party for the supply of electricity.

(2) Any contract entered into under the provisions of this section shall be submitted to the Electricity Commissioners for their approval.

Period of
error in
defective
meters.

21.—(1) In the event of a meter of a construction and pattern approved by the Board of Trade or the Minister of Transport used by any consumer of electricity being proved to register erroneously such erroneous registration shall be deemed to have first arisen during the then last preceding quarter of the year unless it be proved to have first arisen during the then current quarter.

(2) The amount of the allowance to be paid to or the surcharge to be made upon the consumer by the Weald Company shall be paid by or to the Weald Company to or by the consumer as the case may be and shall be recoverable in the like manner as charges for electricity are recoverable by the Weald Company.

Entry upon
premises
Penalty for
obstruction.

22.—(1) Any person who shall hinder an officer appointed by the Weald Company from entering any premises in pursuance of section 24 (Power to enter lands or premises for ascertaining quantities of electricity

consumed or to remove fittings &c.) of the Electric Lighting Act 1882 or from exercising the powers contained in that section shall be liable to a penalty not exceeding forty shillings.

A.D. 1928.
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(2) Where any premises which the Weald Company are entitled to enter in pursuance of the said section 24 are unoccupied the Weald Company may after giving not less than forty-eight hours' notice to the owner thereof or if he is unknown to the Weald Company and cannot be ascertained after diligent inquiry after affixing such notice upon a conspicuous part of the premises forcibly enter the same doing no unnecessary damage.

23.—(1) A notice to the Weald Company from a consumer for the discontinuance of a supply of electricity shall not be of any effect unless it be in writing signed by or on behalf of the consumer and left with or sent by post to the secretary of the Weald Company or be given by the consumer personally at the office of the secretary of the Weald Company.

Notice to
discontinue
supply of
electricity.

(2) Notice of the effect of this section shall be endorsed upon any demand note for charges for electricity.

ADDITIONAL CAPITAL FOR CROWBOROUGH COMPANY.

24. The Crowborough Company may from time to time raise additional capital not exceeding in the whole ten thousand pounds by the creation and issue of new consolidated ordinary stock or new preference stock or wholly or partially by one of those modes Provided that it shall not be lawful for the Crowborough Company to create and issue under the powers of this Act any greater nominal capital than shall be sufficient to produce including any premium on the sale thereof the sum of ten thousand pounds.

Power to
Crow-
borough
Company
to raise
additional
capital.

25.—(1) All stock created under the powers of the section of this Act of which the marginal note is "Power to Crowborough Company to raise additional capital" shall be issued in accordance with the provisions of this section.

New stock
to be sold
by auction
or tender.

(2) All stock so to be issued shall be offered for sale by public auction or tender in such manner at such times and subject to such conditions of sale as the Crowborough

A.D. 1928. Company shall from time to time determine Provided
as follows:—

- (a) Notice of the intended sale shall be given in writing to the clerk to the district council of every district wholly or partly within the limits of supply of the Crowborough Company and to the secretary of the London Stock Exchange at least seven days before the day of auction or the last day for the reception of tenders as the case may be and shall also be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the limits of supply of the Crowborough Company;
- (b) A reserve price shall be fixed and notice thereof shall be sent by the Crowborough Company in a sealed letter to be received by the Board of Trade not less than twenty-four hours before but not to be opened till after the day of auction or last day for the receipt of tenders as the case may be;
- (c) No lot offered for sale shall comprise stock of greater nominal value than one hundred pounds;
- (d) In the case of a sale by tender no preference shall be given to one of two or more persons tendering the same sum and in the case of a sale by auction a bid shall not be recognised unless it is in advance of the last preceding bid;
- (e) It shall be one of the conditions of sale that the total sum payable by the purchaser shall be paid to the Crowborough Company within three months after the date of the auction or of the acceptance of the tender as the case may be.

(3) Any stock which has been so offered for sale and is not sold may be offered at the reserve price to the holders of ordinary and preference stock of the Crowborough Company in accordance with the provisions of sections 18 19 and 20 of the Companies Clauses Act 1863 and to the employees of the Crowborough Company and to the consumers of gas supplied by the Crowborough Company in such proportions as the Crowborough Company may think fit or to one or more of these classes

of persons only Provided in the case of an offer to holders of stock that if the aggregate amount of stock applied for shall exceed the aggregate amount so offered as aforesaid the same shall be allotted to and distributed amongst the applicants as nearly as may be in proportion to the amounts applied for by them respectively.

A.D. 1928.

(4) Any stock which has been offered for sale in accordance with subsection (2) or with subsections (2) and (3) of this section and is not sold shall be again offered for sale by public auction or by tender in accordance with the provisions of this section and any such stock then remaining unsold may be otherwise disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable.

(5) As soon as possible after the conclusion of the sale or sales the Crowborough Company shall send a report thereof to the Board of Trade stating the total amount of the stock sold the total amount obtained as premium (if any) and the highest and lowest prices obtained for the stock.

26. Except as otherwise provided by section 8 (Dividend dependent on price charged) of the Act of 1913 the Crowborough Company shall not in any year pay out of their profits any larger dividend on any ordinary capital of the Crowborough Company issued under the powers of this Act than a dividend at the rate of five pounds per centum per annum nor any larger dividend on any preference capital of the Crowborough Company than a dividend at such rate not exceeding seven pounds per centum per annum as the directors may determine at the time or times of the creation or issue of such preference capital.

Profits of Crowborough Company on additional capital limited.

27.—(1) The Crowborough Company after they shall have paid off the eight thousand pounds debentures of the Crowborough Company and shall have paid or invested the moneys payable in respect of the fourteen thousand five hundred pounds debenture stock of the Crowborough Company in accordance with the provisions of the section of this Act of which the marginal note is “Application of purchase money” may without being required to obtain the certificate of a justice of the peace under the fortieth section of the Companies Clauses

Power to borrow.

A.D. 1928. — Consolidation Act 1845 borrow on mortgage of their undertaking or raise by the creation and issue of debentures or debenture stock in respect of the consolidated ordinary stock authorised by section 21 (Consolidation and conversion of ordinary shares) of the Act of 1913 and the five thousand pounds of redeemable preference stock redeemable at the option of the Crowborough Company on or after the thirty-first day of December nineteen hundred and thirty which was issued pursuant to the Crowborough District Gas Company (Capital Issues) Consent 1920 any sum not exceeding seventeen thousand five hundred pounds Provided that so soon as the five thousand pounds redeemable preference stock raised by the Company (provision for the repayment of which is not made by this Act) shall have been repaid the said power of borrowing shall be reduced to fifteen thousand pounds.

(2) The Crowborough Company may from time to time subject to the provisions of this Act borrow on mortgage of their undertaking any sum or sums not exceeding in the whole one-half of the amount of any ordinary and preference capital or either of them created and issued by the Crowborough Company after the passing of this Act under the powers of section 22 (Power to Company to raise additional capital) of the Act of 1913 and this Act or either of them and not repaid at the time of such borrowing but no sum shall be so raised until the Crowborough Company shall have proved to a justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the whole of the capital referred to in this subsection together with any premiums (if any) realised on the sale thereof has been fully paid up.

Debenture stock.

28. The Crowborough Company may create and issue debenture stock subject to the provisions of Part III of the Companies Clauses Act 1863 and of section 12 (Debenture stock) of the Act of 1899.

Redeemable or repayable preference and debenture stock.

29.—(1) The Crowborough Company may create and issue all or any preference stock or debenture stock which they are by the Act of 1913 or by this Act authorised to create and issue (both of which are in this section referred to as "stock") so as to be redeemable or repayable on such terms and conditions as may be

specified in a resolution of the Crowborough Company passed at a special meeting convened for the purpose. A.D. 1928.

(2) If it is so provided in the resolution the Crowborough Company may—

- (a) call in and pay off the stock or any part thereof at any time before the date fixed for redemption or repayment;
- (b) redeem the stock or any part thereof by paying off the stock or by issuing to any holder of any stock subject to his consent other stock in substitution therefor;
- (c) the Crowborough Company may for the purpose of providing money for paying off the stock or for the purpose of providing substituted stock create and issue new stock (either redeemable or irredeemable) or re-issue stock originally created and issued as aforesaid :

Provided that—

- (a) The creation and issue for those purposes of any particular class of stock does not make the total nominal amount of such stock exceed the amount of that class of stock which the Crowborough Company are for the time being authorised to create except (i) during the necessary interval between the creation and issue of new stock and the redemption of the old stock and (ii) when the new stock is issued in substitution for stock which was itself lawfully issued; and
- (b) The provisions of the section of this Act of which the marginal note is "New stock to be sold by auction or tender" shall not apply to any stock proposed to be issued or re-issued only in substitution for any stock to be redeemed.

(3) The Crowborough Company shall not redeem or repay out of revenue any stock created under this section.

30. All moneys raised by the Crowborough Company under this Act whether by ordinary or preference or debenture stock or borrowing shall be applied only for the purposes of this Act to which capital of the Crowborough Company is properly applicable. Application of moneys.

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928.

—
Application
of sections
of Act of
1913.

31. Section 29 (For appointment of receiver) and section 30 (Mortgages to have priority over other debts) of the Act of 1913 shall extend and apply to any debenture stock or mortgages created issued or granted by the Crowborough Company under the powers of this Act and to any moneys raised thereby as though the said sections with any necessary modifications were re-enacted in this Act.

MISCELLANEOUS.

Alteration of
name of
Crowborough
Company.

32. On and after the day of transfer the name of the Crowborough Company shall be the Crowborough District Gas Company.

Power to
companies
to sell
under-
takings to
Weald
Company.

33. Any statutory company or any joint stock company established under the Companies Acts 1908 to 1917 supplying or authorised to supply electricity whose undertaking or any part thereof dealing with the supply of electricity the Weald Company may agree to purchase shall be authorised to sell its undertaking or any part thereof which the Weald Company may have agreed to purchase to the Weald Company Provided that any agreement under this section shall be subject to the approval of the Electricity Commissioners which approval the said commissioners are hereby authorised to give.

Compensa-
tion for
deprivation
of employ-
ment.

34. The provisions of section 16 of the Electricity (Supply) Act 1919 as modified and set forth in the Fourth Schedule to the Electricity Supply Act 1926 shall extend and apply to a generating station acquired under any agreement confirmed by or which may be entered into under or subject to the provisions of this Act as if such acquisition were the acquisition of a generating station under or in consequence of the said Act of 1926 Provided that the provisions of this section shall not apply to any generating station in the parish of Hurstmonceux in the county of East Sussex.

Costs of
Act.

35. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid as to one-half by the Weald Company and as to one-half by the Crowborough Company and may be paid in the case of each company wholly or partly out of revenue.

The SCHEDULES referred to in the
foregoing Act.

A.D. 1928.

FIRST SCHEDULE.

AN AGREEMENT made the thirtieth day of September one thousand nine hundred and twenty-seven between THE CROWBOROUGH DISTRICT GAS AND ELECTRICITY COMPANY (hereinafter referred to as "the Crowborough Company") of the one part and THE WEALD ELECTRICITY SUPPLY COMPANY LIMITED whose registered office is at Station Road Highgate Hawkhurst (hereinafter referred to as "the Weald Company") of the other part.

Stamp.

Ten
shillings.

WHEREAS by virtue of the Crowborough District Gas Act 1899 and the Crowborough District Gas and Electricity Act 1913 the Crowborough Company were incorporated and were authorised to supply gas and electricity within the parishes and places of Crowborough Mayfield Buxted (now divided into two parishes known as "Buxted" and "Hadlow Down") and Hartfield in the county of Sussex and so much of the parishes of Rotherfield Withyham and Frant in that county and Speldhurst in the county of Kent as is not within a radius of four miles from the centre of the western door of Holy Trinity Church Tunbridge Wells :

And whereas by section 111 of the Uckfield Gas and Electricity Act 1925 so much of the said Acts of 1899 and 1913 as authorised the Crowborough Company to supply gas and electricity or either of them in those portions of the parishes of Buxted and Hadlow Down which are described in the First Schedule to the said Uckfield Gas and Electricity Act 1925 was repealed :

And whereas by virtue of the Cranbrook and District Electricity Orders 1923 to 1924 the Weald Company are authorised to supply electricity within the areas by the said Orders defined :

And whereas both the Crowborough Company and the Weald Company have respectively made application to the Electricity Commissioners for a Special Order authorising them to supply electricity within so much of the said parish of Rotherfield as is not included by the said Acts within the area of supply of the Crowborough Company and is not within a radius of $1\frac{1}{2}$ miles from St. John's Church Old Groombridge :

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928.

And whereas the Crowborough Company have agreed to sell and transfer to the Weald Company the electricity part of the undertaking of the Crowborough Company upon the terms and subject to the conditions hereinafter contained :

Now it is hereby agreed as follows :—

1. The Crowborough Company shall sell and the Weald Company shall purchase the electricity part of the undertaking of the Crowborough Company free from all encumbrances and from all debts and liabilities of the Crowborough Company. The electricity part of the said undertaking shall be deemed to comprise all the rights powers liberties privileges authorities duties and liabilities of the Crowborough Company with respect to the supply of electricity by virtue of the said Acts or any Special Order of the Crowborough Company or otherwise in existence on the day of transfer the benefits of and obligations under all agreements with respect to the supply of electricity in existence on the day of transfer all mains pipes cables wires meters fittings and (save as hereinafter provided) other fixed plant used in connection with such supply all loose electricity plant and effects and all plans maps specifications books and other documents relating exclusively to the supply of electricity but shall not include so much of the lands described in Part II of the First Schedule to the Act of 1913 or of the buildings on such lands as will not be required for the supply of electricity in the area of supply of the Crowborough Company when the Weald Company shall have carried out the works referred to in paragraph 8 of this agreement. The Weald Company shall have the free use of the said part of such land and buildings for any temporary arrangements which it may be necessary to make in connection with the conversion of the electrical energy supplied by the Weald Company for use within the area of supply of the Crowborough Company until the day of transfer and for the storage of any plant and equipment at present contained in the said buildings but not required by the Weald Company until that company shall have been able to dispose of such plant and equipment.

2. As consideration for the said sale the Weald Company shall pay to the Crowborough Company (1) the sum of £25,000 (which is hereby agreed to be the expenditure of the Crowborough Company properly chargeable on capital account in respect of the electricity part of the undertaking of the Crowborough Company to the thirty-first day of December one thousand nine hundred and twenty-six) (2) such further sum as the auditors of the Crowborough Company may certify within one month after the date of this agreement to have been expended by the Crowborough Company and properly chargeable to capital between the thirty-first day of December one thousand nine hundred and twenty-six and the date of this agreement and (3) the sum of £7,000. The Weald Company shall also purchase such quantity

of loose electricity plant and effects of the Crowborough Company in stock at the date of this agreement which have not been included in the capital expenditure (1) and (2) hereinbefore referred to as failing agreement between the parties hereto shall be determined by a valuer to be agreed between them or failing agreement to be appointed by the President of the Institution of Electrical Engineers to be reasonable for the Weald Company to purchase.

A.D. 1928

3. If at the date of this agreement the Crowborough Company are possessed of any plans or documents which relate partly but not exclusively to the electrical part of the said undertaking the Weald Company shall be entitled without further payment to the full benefit thereof so far as they relate to the electrical part of the said undertaking and the Crowborough Company shall at all times afford to the Weald Company liberty of access thereto and of taking copies thereof without payment.

4. The said sale and purchase shall be completed on the first week day after the expiration of a period of three calendar months from the date when the Royal Assent is given to the Bill hereinafter mentioned (which day is herein referred to as "the day of transfer") and the Crowborough Company shall execute and procure and do all assurances and things necessary for transferring the said part of the said undertaking to the Weald Company and the Weald Company shall pay to the Crowborough Company the said sums provided for in paragraph 2 of this agreement Provided that if for any reason the said sums are not paid to the Crowborough Company on or before the day of transfer the said sums shall bear interest payable by the Weald Company at the rate of £5 per centum per annum from the day of transfer until the date of payment.

5. The Crowborough Company shall be entitled to all the receipts rents and charges accrued due in respect of the said part of the said undertaking up to the date of this agreement and to the proportion of any such receipts rents and charges not at that day actually due or payable which shall be attributable to the period prior to that day The Crowborough Company shall pay and discharge all outgoings and liabilities accrued due in respect of the said part of the said undertaking up to the date of this agreement.

6. The Weald Company from the date of this agreement until the day of transfer shall carry on manage and maintain the said part of the said undertaking on behalf of the Crowborough Company and shall be entitled to all the receipts rents and charges accrued due in respect of the said part of the said undertaking between those dates and to the proportion of any such receipts rents and charges not actually due or payable at the day of transfer which shall be attributable to the period between the

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928. — said two dates The Weald Company on behalf of the Crowborough Company from the date of this agreement until the day of transfer shall pay and discharge all outgoings and liabilities accrued due in respect of the said part of the said undertaking between the said two dates The Weald Company shall pay to the Crowborough Company from the date of this agreement to the day of transfer interest on £10,000 of the capital expenditure (1) and (2) referred to in paragraph 2 of this agreement at the rate of eight pounds per centum per annum and on any of such capital expenditure in excess of £10,000 at the rate of seven pounds per centum per annum.

7. If for any reason the said sale and purchase shall not be actually completed on the day of transfer the Weald Company shall as agents for the Crowborough Company continue to carry on the said part of the said undertaking on the terms of paragraph 6 of this agreement until the said sale and purchase shall be actually completed.

8. The Weald Company as soon as possible after the date of this agreement at their own expense shall lay a high tension transmission main from their existing high tension system for the purpose of affording a supply of electricity in the towns of Crowborough and Mayfield and shall provide such transforming stations and low pressure mains as may be necessary for the purpose of giving a supply of electricity on the three-phase four-wire system to all consumers of electricity of the Crowborough Company taking a supply from that Company at the date of this agreement The Weald Company also will lay such additional low pressure mains as they may consider desirable for the purpose of affording a supply of electricity in the parts of the area of supply of the Crowborough Company not supplied with electricity at the date of this agreement.

9. Nothing in this agreement shall be deemed to transfer to the Weald Company any liability in respect of any action arbitration or proceeding which at the day of transfer is pending or existing against or in favour of the Crowborough Company.

10. As from the date of this agreement Mr. Percy George Hobbs the electrical engineer of the Crowborough Company shall continue to be employed by the Weald Company in the same or similar employment at a salary of three hundred and fifty pounds per annum and on the same terms and conditions (including conditions with respect to alteration of salary or pension) on which he was employed by the Crowborough Company at the date of this agreement Provided that for a period of five years from the day of transfer the said Percy George Hobbs shall not be discharged from his employment by the Weald Company for any cause other than misconduct.

11. The Crowborough Company shall forthwith withdraw their said application to the Electricity Commissioners relating to the said part of the parish of Rotherfield and the Weald Company shall proceed with all due diligence with their said application to the Electricity Commissioners and shall use their best endeavours to obtain the Special Order for which they have applied. A.D. 1928.

12. The Crowborough Company in conjunction with the Weald Company shall promote a Bill in the next session of Parliament to confirm this agreement and to enable its provisions to be carried into effect and both companies shall use their best endeavours to obtain the passing of such Bill into law and shall give to each other all reasonable aid and assistance therein Messrs. Cripps Son and Harries shall act as solicitors to the Crowborough Company in the promotion of the said Bill and Messrs. Sharpe Pritchard and Company shall act as solicitors to the Weald Company and as parliamentary agents on behalf of the two companies in the promotion of the said Bill. The costs charges and expenses incurred by the two companies in connection with or incidental to the preparation and promotion of the said Bill and obtaining the passing of the same into law shall be paid by the two companies in equal shares.

13. This agreement is subject to the approval of Parliament and to such alterations as may be made by Parliament therein but in the event of either House of Parliament making any material alteration therein either party may by notice in writing to that effect to the other withdraw from the same and in such case or if the said Bill shall not be passed into law in the session 1928 this agreement shall be void and of no effect except as to paragraph 14 thereof.

14. If either party shall withdraw from this agreement under the powers of paragraph 13 thereof or if the said Bill shall not be passed into law in the session 1928 the Weald Company shall continue to carry on manage and maintain the electricity part of the undertaking of the Crowborough Company in accordance with paragraph 6 of this agreement until the expiration of one calendar month after the date of such withdrawal or after the rejection or withdrawal of the said Bill (as the case may be) and on the expiration of the said period of one month the Crowborough Company shall pay to the Weald Company the expenditure incurred by them under paragraph 8 of this agreement other than expenditure upon the high tension transmission main and transforming stations referred to in that paragraph and thereupon the Crowborough Company shall be entitled to resume possession of the said part of the said undertaking and thereafter the Weald Company shall supply to the Crowborough Company and the Crowborough Company shall take all electrical energy required by them for supply within their area of supply as low pressure

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928. three-phase energy suitable for the four-wire system of distribution on such terms and conditions as may be agreed between the two companies or as failing agreement may be determined by the Electricity Commissioners or an arbitrator to be appointed by them and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

15. Except as hereinbefore expressly provided any difference or dispute with reference to this agreement or the construction thereof or as to the rights or liabilities of either party hereunder (except in respect of the value of the loose electricity plant and effects referred to in paragraph 2 of this agreement) shall be referred to an arbitrator to be appointed failing agreement on the application of either party by the President of the Institution of Electrical Engineers and the provisions of the Arbitration Act 1889 shall apply to such reference.

As witness the common seal of the Crowborough Company and the common seal of the Weald Company the day and year aforesaid.

The seal of the Crowborough District Gas and Electricity Company was affixed hereto by order of the Board of Directors in the presence of



GEO. W. HOWARD }
HAROLD THORPE } Directors.
E. M. BAIGENT Secretary.

The common seal of the Weald Electricity Supply Company Limited was hereunto affixed in the presence of



T. O. CALLENDER }
B. J. DAY } Directors.
H. FOULDS Secretary.

SECOND SCHEDULE.

A.D. 1928.

STATEMENT OF STOCK AND LOAN CAPITAL OF THE CROWBOROUGH DISTRICT GAS AND ELECTRICITY COMPANY.

(a) STOCK.

Act Consent or Order.	Description of capital.	Dividend authorised.	Total paid up.		Total amount authorised.
			Nominal.	Premium.	
The Act of 1913.	Consolidated ordinary stock.	Sliding scale standard 5 per cent.	£ 30,000	—	£ 30,000
Ditto	Ditto	Sliding scale standard 5 per cent.	(See Note)		36,000
The Crowborough District Electricity Special Order 1927.	Consolidated ordinary or preference stock.	Sliding scale standard 5 per cent. for ordinary stock maximum 7 per cent. for preference stock.	—	—	10,000

NOTE.—Under the Crowborough District Gas Company (Capital Issues) Consent 1920 the Crowborough Company were authorised to create and issue £15,000 of the additional £36,000 consolidated ordinary stock authorised by section 22 (Power to Company to raise additional capital) of the Act of 1913 as redeemable preference stock carrying a maximum dividend of 8 per cent. The whole of this £15,000 redeemable preference stock has been created and issued on the following terms £5,000 8 per cent. preference stock and £5,000 7 per cent. preference stock respectively repayable on the 31st December 1930 and £5,000 8 per cent. preference stock redeemable at the option of the Company on or after the 31st December 1930.

[Ch. cxiii.] *Weald Electricity* [18 & 19 GEO. 5.]
Supply Company Limited Act, 1928.

A.D. 1928.

(b) LOAN CAPITAL.

Act Consent or Order.	Description of capital.	Rate of interest.	Total amount borrowed Nominal.	Total amount authorised.
			£	£
The Act of 1899 -	Mortgage debentures.	5 per cent.	6,000	6,000
The Act of 1913 -	Mortgage debentures.	5 per cent.	2,000	2,000
The Act of 1913 -	Mortgage debentures.	5 per cent.	—	7,000
The Crowborough District Gas Company (Capital Issues) Consent 1923.	Redeemable debenture stock.	6 per cent.	14,500	14,500
The Crowborough District Electricity Special Order 1927.	Debentures or debenture stock.	—	—	5,000

NOTE.—The £14,500 debenture stock is repayable on the 31st December 1932.

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