



### CHAPTER xciv.

An Act to incorporate the Heathfield and District Water Company and to enable them to construct works and to supply water to certain parishes or portions of parishes in the county of Sussex and to acquire the waterworks part of the undertaking of the Ticehurst and District Water and Gas Company and the undertaking of the Heathfield and District Water Company Limited and to enter into agreements with the owners of such undertakings and with the local authorities or others and to amend the Ticehurst Water Act 1902 and the Ticehurst and District Water and Gas Act 1904. A.D. 1913.

[15th August 1913.]

**W**HEREAS the parishes of Burwash Etchingham Salehurst Ticehurst and Heathfield and part of the parish of Waldron and part of the parish of Hellingly all in the county of Sussex are inadequately supplied with water and it is expedient that provision be made for affording an adequate supply of pure and wholesome water to the inhabitants thereof:

And whereas the persons in that behalf in this Act named with others are willing to undertake the supplying with water of the said parishes and parts of parishes on being incorporated into a company (herein-after called "the Company") with adequate powers for the purpose and it is expedient that they may be incorporated accordingly and authorised to acquire maintain and improve the existing waterworks within the limits of this Act and to construct and maintain the additional waterworks herein-after described and that such other powers as are in this Act contained be conferred on the Company for carrying the purposes of the undertaking into effect:

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*Act, 1913.*

A.D. 1913.

And whereas by the Ticehurst Water Act 1902 the Ticehurst and Robertsbridge Water Company were incorporated and were authorised to construct waterworks and supply water within the parishes of Ticehurst Burwash Etchingham and Salehurst in the county of Sussex :

And whereas by the Wadhurst Gas Act 1902 the Wadhurst Ticehurst and District Gas Light and Coke Company were incorporated and were authorised to purchase the undertaking of the Ticehurst Gas Light and Coke Company Limited and were authorised to construct gasworks and to supply gas within the parishes or places of Wadhurst Ticehurst Burwash Salehurst Hurst Green and Etchingham in the county of Sussex :

And whereas by the Ticehurst and District Water and Gas Act 1904 the said Ticehurst and Robertsbridge Water Company and the said Wadhurst Ticehurst and District Gas Light and Coke Company were amalgamated into a single company thereby incorporated by the name of the Ticehurst and District Water and Gas Company (herein-after called "the Ticehurst Company") who were thereby authorised to construct additional works and the limits of supply of water by the Ticehurst Company were extended so as to include the parish of Heathfield in the county of Sussex :

And whereas in the year one thousand nine hundred and nine an action entitled In the matter of the Ticehurst and District Water and Gas Company between Robert Locke on behalf of himself and all other holders of debentures of the defendant company Plaintiff and the Ticehurst and District Water and Gas Company Defendants 1909 T. No. 1500 was instituted in the Chancery Division of the High Court of Justice for the purpose of enforcing the said debentures :

And whereas by the judgment dated the twenty-second day of February one thousand nine hundred and ten in the said action certain accounts and inquiries were directed and Charles Ryland Beeby (herein-after called "the receiver") was appointed receiver of the undertaking of the Ticehurst Company and of the net earnings thereof :

And whereas the Ticehurst Company have never paid any dividend to the shareholders and are and have for some time past been in financial difficulties :

And whereas in so far if at all as the powers of the Ticehurst Company to create and issue share capital and to borrow

upon mortgage have not been exhausted it is impracticable for the Ticehurst Company in their present financial position to exercise such powers: A.D. 1913.

And whereas capital expenditure is required for the purpose of enabling the Ticehurst Company to provide an adequate and proper supply of water within the limits of the said Acts but by reason of the matters aforesaid the Ticehurst Company are unable to raise the necessary moneys for that purpose and are consequently unable to make provision for such a supply of water as aforesaid:

And whereas by a conditional agreement made the sixteenth day of November one thousand nine hundred and twelve between the said Charles Ryland Beeby as receiver of the undertaking of the Ticehurst Company of the one part and the Heathfield and District Water Company Limited (herein-after called "the Limited Company") of the other part (set out in the First Schedule to this Act) it was agreed that subject to the sanction of the Court in the said action being obtained and subject to the sanction of Parliament being obtained by an authorising or confirming Act the receiver should sell and the Limited Company should purchase for the sum of nine thousand pounds payable as therein mentioned and on the terms and conditions therein set out as a going concern the whole of the water undertaking of the Ticehurst Company including all the freehold lands of the Ticehurst Company on which its pumping station and reservoir stood and the buildings thereon and all pumping and other plant of the Company connected with the raising and supply of water and all the water mains meters and fittings belonging to the Ticehurst Company and the benefit of all contracts entered into by the receiver or taken over by him as receiver of the Ticehurst Company relative to the supply of water by the Ticehurst Company and generally all the works real and personal property powers authorities privileges and exemptions and other the rights and interests of the Ticehurst Company so far as the same were held or enjoyed or exerciseable by the Ticehurst Company as part of or in connexion with its water undertaking except any balance belonging to the Ticehurst Company at its bankers or in the hands of the receiver or in Court and any moneys payable by the Limited Company thereunder (all which said premises so agreed to be sold except as aforesaid were thereafter referred to as "the water undertaking"):

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*Act, 1913.*

A.D. 1913.

— And whereas it was further provided by the said agreement that the Limited Company might on giving notice to that effect to the receiver enter into possession of the water undertaking of the Ticehurst Company and hold and carry on the same as tenants of the receiver at a rent therein mentioned in lieu of interest otherwise payable under the said agreement and subject to the terms and conditions therein set out:

And whereas at a duly convened meeting of the debenture holders of the Ticehurst Company held on the fifth day of December one thousand nine hundred and twelve the said conditional agreement was approved and confirmed:

And whereas at a duly convened meeting of the shareholders of the Ticehurst Company held on the eleventh day of December one thousand nine hundred and twelve the said conditional agreement was approved and confirmed:

And whereas on the twenty-seventh day of January one thousand nine hundred and thirteen the Limited Company entered into possession of the water undertaking of the Ticehurst Company in conformity with the said conditional agreement:

And whereas by an order of the Court in the said action dated the thirtieth day of January one thousand nine hundred and thirteen the said conditional agreement was confirmed and ordered to be carried into effect subject to the sanction of Parliament being obtained thereto by an authorising or confirming Act:

And whereas the Limited Company are seised in fee of certain freehold lands in the parish of Heathfield aforesaid and are possessed of waterworks mains pipes and other conveniences for the supply of water and are supplying water within the parish of Heathfield and (with the consent of the rural district council of Uckfield) within a part of the parish of Waldron aforesaid which water is purchased in bulk by the Limited Company from the Ticehurst Company:

And whereas by an agreement made the ninth day of December one thousand nine hundred and twelve between Francis Henry Young and William Frederick Beauford for themselves and as agents for and on behalf of the promoters of the Heathfield and District Water Bill 1913 of the one part and the Limited Company of the other part (set out in the Second Schedule to this Act) it was agreed that for the consideration and upon the terms and conditions therein set out the

[3 & 4 GEO. 5.] *Heathfield and District Water* [Ch. xciv.]  
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Limited Company should sell and the Company should purchase all the lands waterworks mains pipes water sources of water agreements rights privileges and powers and all other the assets of the Limited Company together with the benefit of the herein-before recited conditional agreement made the sixteenth day of November one thousand nine hundred and twelve between the receiver of the Ticehurst Company of the one part and the Limited Company of the other part: A.D. 1913.

And whereas it is expedient that the Company should be authorised to purchase the water undertaking of the Ticehurst Company on the terms of the said conditional agreement of the sixteenth day of November one thousand nine hundred and twelve:

And whereas it is expedient that the Company should be authorised to purchase the lands waterworks mains pipes water sources of water agreements rights privileges powers and all other the assets of the Limited Company on the terms of the said agreement of the ninth day of December one thousand nine hundred and twelve:

And whereas it is expedient that the agreement set forth in the Second Schedule for the purchase by the Company of the waterworks and property of the Limited Company and the benefit of the said agreement of the sixteenth day of November one thousand nine hundred and twelve made between the receiver of the Ticehurst Company of the one part and the Limited Company of the other part should be confirmed and made binding on the Company and the parties thereto respectively:

And whereas it is expedient that the said conditional agreement of the sixteenth day of November one thousand nine hundred and twelve made between the receiver of the Ticehurst Company of the one part and the Limited Company of the other part should receive the sanction of Parliament:

And whereas plans and sections showing the lines and levels of the works authorised by this Act were duly deposited with the clerk of the peace for the administrative county of East Sussex and are herein-after referred to as "the deposited plans and sections":

And whereas it is expedient that the limits of supply should be extended to include part of the parish of Waldron and part of the parish of Hellingly:

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*Act, 1913.*

A.D. 1913.

And whereas it is expedient to repeal in part the provisions of the Ticehurst Water Act 1902 and the Ticehurst and District Water and Gas Act 1904 :

And whereas it is expedient that an agreement made the fifteenth day of March one thousand nine hundred and two between William Langham Christie of the one part and the promoters of the Ticehurst and Robertsbridge Water Company of the other part set out in the Third Schedule to this Act should be confirmed and made binding on the Company as if the Company were named therein instead of the said promoters :

And whereas the lands of the Ticehurst Company and the Limited Company proposed to be acquired by the Company are described in the Fourth Schedule to this Act :

And whereas the value of all the assets of the Ticehurst Company (including those comprised in the said conditional agreement) amounts to the sum of thirteen thousand pounds of which the sum of nine thousand pounds represents the value of the water undertaking of the Ticehurst Company and the sum of four thousand pounds represents the value of the gas undertaking of the Ticehurst Company :

And whereas approximately nine-thirteenths of the authorised capital of the Ticehurst Company has been issued and expended in relation to their water undertaking and it is expedient that provision should be made for the reduction of the capital of the Ticehurst Company upon and by reason of the transfer to the Company of the water undertaking of the Ticehurst Company :

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

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

PART I.

Short title.

1. This Act may be cited as the Heathfield and District Water Act 1913.

Incorporation of

2. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with

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the provisions of this Act) are hereby incorporated with this Act (namely):—

A.D. 1913.

general  
Acts.

- (1) The Companies Clauses Consolidation Act 1845 except as to the conversion of borrowed money into capital Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts:
- (2) The Waterworks Clauses Acts 1847 and 1863 except the words "with the consent in writing of the owner or "reputed owner of any such house or of the agent "of such owner" in clause 44 of the Waterworks Clauses Act 1847:
- (3) The Lands Clauses Acts except the provisions as to taking land otherwise than by agreement.

**3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such constructions:

Interpreta-  
tion.

- The expression "the Company" means the Company incorporated by this Act;
- The expression "the Ticehurst Company" means the Ticehurst and District Water and Gas Company;
- The expression "the receiver" means the receiver of the Ticehurst and District Water and Gas Company;
- The expression "the Limited Company" means the Heathfield and District Water Company Limited;
- The expressions "the waterworks" and "the undertaking" respectively mean and include the waterworks and works connected therewith by this Act vested in or authorised to be purchased made or maintained by the Company and any improvements thereof which they may construct under the powers of this Act and the lands buildings estate right title property privileges and effects used or belonging to or connected with the undertaking of the Company;
- The expression "the conditional agreement" means the said agreement dated the sixteenth day of November one thousand nine hundred and twelve and made between

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—

the receiver of the one part and the Limited Company of the other part set out in the First Schedule to this Act;

“The water undertaking of the Ticehurst Company” means the water undertaking as defined in clause 1 of the conditional agreement and thereby agreed to be sold;

“The said action” means the said action in the Chancery Division of the High Court of Justice and entitled *In the matter of the Ticehurst and District Water and Gas Company between Robert Locke on behalf of himself and all other holders of debentures of the defendant company Plaintiff and the Ticehurst and District Water and Gas Company Defendants 1909 T. 1500*;

“The day of transfer” means the day on which the period of three calendar months from the passing of this Act shall expire or such later day as the whole of the purchase and other moneys and costs charges and expenses payable under the conditional agreement shall have been paid or secured as provided by this Act.

PART II.

Limits of  
Act.

4. The limits for the supply of water shall be the parishes of Burwash Etchingam Salehurst and Ticehurst in the rural district of Ticehurst the parish of Waldron in the rural district of Uckfield (except so much of the said parish of Waldron as lies to the west of an imaginary line drawn due north and south from a point one and a half miles west of Heathfield Railway Station) and the parishes of Heathfield and Hellingly (except so much of the said parish of Hellingly as lies within a radius of six miles measured from the level crossing over the London Brighton and South Coast Railway adjoining the old station at Polegate) in the rural district of Hailsham all within the eastern administrative division of the county of Sussex.

Power to  
local autho-  
rity &c. to  
supply water  
in case Com-  
pany fails to  
supply.

5. If after the expiration of five years from the passing of this Act the Company are not furnishing or prepared on demand to furnish a sufficient supply of water in accordance with the provisions of this Act throughout the district of any local authority within the limits of supply the local authority of that district may provide a supply in accordance with the provisions of the Public Health Act 1875 or the local authority or any



company body or person may apply for an Act of Parliament or Provisional Order for the purpose of supplying water in any part of such district not sufficiently supplied by the Company and for the repeal of the powers of the Company in that behalf. A.D. 1913.

If any difference shall arise between the Company and any such local authority company body or person as to the sufficiency of the supply of water in any part of such district such difference shall be settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

### PART III.

6. William Frederick Beauford Harcourt Yates Hare Francis Ernest Henry Harrison George William Osborn Francis Henry Young and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purposes hereinafter mentioned and other the purposes of this Act and for these purposes shall be and are hereby incorporated by the name of "The Heathfield and District Water Company" and by that name shall be a body corporate with perpetual succession and with a common seal and with power to purchase take hold and dispose of lands for the purposes of this Act. Company  
incorporated.

7. The Company shall be established for the purpose of making and maintaining the waterworks herein-after described and for acquiring improving and maintaining the waterworks in this Act mentioned and for supplying water for domestic manufacturing and other purposes and for carrying on the business usually carried on by water companies within the limits of this Act and generally for carrying the powers of this Act into operation. General  
purposes of  
Company.

8. The capital of the Company shall be thirty thousand pounds in six thousand shares of five pounds each. Capital and  
number and  
amount of  
shares.

9.—(1) All shares or stock created under the powers of this Act (other than those shares created in pursuance of the section of this Act the marginal note of which is "Creation of fully paid-up shares and vesting same in proprietors of shares of Limited Company") shall be issued in accordance with the provisions of this section. New shares  
or stock to  
be sold by  
auction or  
tender.

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*Act, 1913.*

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(2) All shares or 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 Company shall from time to time determine Provided as follows:—

- (A) Notice of the intended sale shall be given in writing to the clerks of the Ticehurst Rural District Council the Uckfield Rural District Council and the Hailsham Rural District Council respectively 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 one or more local newspapers circulating within the said district:
- (B) A reserve price shall be fixed and notice thereof shall be sent by the 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 shares or 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 Provided that no shares shall be allotted to any persons who may have underwritten the share capital of the Company or part thereof unless and until all the shares applied for by persons other than such underwriters for which the sums tendered shall equal or exceed the reserve price shall have been allotted to such other persons 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 Company within one month after the date of the auction or of the acceptance of the tender as the case may be.

(3) Any shares or stock which have been so offered for sale and are not sold may be offered at the reserve price to the holders of ordinary shares or stock of the Company in accordance

[3 & 4 GEO. 5.] *Heathfield and District Water* [Ch. xciv.]  
*Act, 1913.*

with the provisions of sections 18 19 and 20 of the Companies A.D. 1913.  
Clauses Act 1863 and to the employees of the Company and to  
the consumers of water supplied by the Company in such pro-  
portions as the 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 shares or stock that if the aggregate amount of shares  
or 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.

(4) Any shares or stock which have been offered for sale  
in accordance with subsection (2) or with subsections (2) and  
(3) and are 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 shares or 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 Company shall send a report thereof to the Board of  
Trade stating the total amount of the shares or stock sold the  
total amount obtained as premium (if any) and the highest and  
lowest prices obtained for the shares or stock.

**10.** The Company (except as herein-after provided for) shall not issue any share created under the authority of this Act nor shall (except as herein-after provided for) any such share vest in any person accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof. Shares not to be issued until one-fifth part thereof shall have been fully paid up

**11.** The Company may issue any share on the basis of it being paid up in full on allotment or within one month thereof but if any share shall be issued on the basis of it being paid up by instalments then one fifth of the amount of such share shall be the greatest amount of a call and two months at least shall be the interval between successive calls. Calls.

**12.** If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be sufficient discharge to the Company for the same. Receipt in case of persons non sui juris.

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Power to  
borrow.

**13.** The Company may borrow on mortgage of the undertaking any sums not exceeding in the whole ten thousand pounds in respect of the capital of thirty thousand pounds by this Act authorised or they may (subject to the conditions hereinafter contained) borrow from time to time not exceeding one thousand pounds in respect of each portion of capital not exceeding three thousand pounds issued by the Company but no part of such sum may be borrowed until capital to the amount of at least ten thousand pounds has been issued by the Company and no part of any such sum shall be borrowed until the whole capital or respective portion of capital in respect of which it is to be borrowed is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under clause 40 of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital or portion of capital has been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital or portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital or portion of capital was issued bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and that such persons their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

For the purpose of computing the amount of the paid-up capital of the Company the shares of the Company issued to the registered proprietors of shares in the Limited Company in pursuance of the section of this Act the marginal note of which is "Creation of fully paid-up shares and vesting same in proprietors of shares of Limited Company" shall be considered as fully paid-up shares of the Company.

For appointment of  
receiver.

**14.** The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than one thousand pounds in the whole.

**15.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act or prior mortgage deed or prior issue of debenture stock rank *pari passu* (without respect to the dates of the securities or of the Act of Parliament or resolution by which such stock or mortgage shall have been authorised) and shall have priority over all the principal moneys secured by such mortgages. Notices of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

A.D. 1913.  
Power to  
create debenture  
stock.

**16.** All moneys raised or to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by the Company after the passing of this Act. Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted by them or to be granted by them in pursuance of the Lands Clauses Consolidation Acts or in respect of any rent or sum reserved or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or *pari passu* with the interest on their mortgages or debenture stock.

Money  
borrowed on  
mortgage or  
debenture  
stock to  
have  
priority.

**17.** All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

Application  
of moneys.

**18.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

First  
meeting.

**19.** The number of directors shall be nine but the Company may from time to time reduce the number provided that the same be not less than five.

Number of  
directors.

**20.** The qualification of a director shall be the possession in his own right of not less than forty shares.

Qualification  
of director.

**21.** The quorum of a meeting of directors shall be three.

Quorum of  
directors.

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First  
directors.

**22.** William Frederick Beauford Harcourt Yates Hare Francis Ernest Henry Harrison George William Osborn Francis Henry Young and four other duly qualified persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if they continue qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Auditors  
need not  
hold shares.

**23.** The auditors appointed by the Company need not be shareholders in the Company.

Contracts  
not to dis-  
qualify for  
office of  
director.

**24.** No person shall be disqualified from becoming or continuing a director of the Company by reason of his or any partners of his being or becoming interested in any contract with the Company either in his own behalf or as a member of any other company corporation local authority or partnership but no such person shall as a director vote in respect of any question as to any such contract or the remuneration attached to any such office or place of trust or profit.

PART IV.

Transfer of  
water under-  
taking of  
Ticehurst  
and District  
Water and  
Gas Com-  
pany.

**25.**—(1) On the day of transfer the water undertaking of the Ticehurst Company with their rights powers and privileges in relation to the same shall by virtue of this Act become and shall thenceforth be transferred to and vested in the Company subject to all liabilities under the several contracts or agreements

mentioned or referred to in the section of this Act the marginal note of which is "Contracts with Ticehurst Company to be binding on Company" but otherwise free from all charges debts and liabilities upon and affecting the same and such transfer and vesting are in this Act referred to as "the transfer." A.D. 1913.

(2) The consideration for the transfer shall be the sum of nine thousand pounds less such sum if any as the Company may be entitled to deduct under clause 7 of the conditional agreement and shall be payable as follows (namely):—

The sum of nine hundred pounds part thereof having been paid into Court to the credit of the said action by the Limited Company at or before the expiration of three days from the date of the order in the said action sanctioning the conditional agreement the sum of eight thousand one hundred pounds the balance thereof less such sum if any as the Company may be entitled to deduct therefrom under clause 7 of the said conditional agreement shall be paid into Court to the credit of the said action by the Company on or before the day of transfer.

(3) The sum expressed to be payable to the receiver in respect of the apportionment to be made under clause 3 of the conditional agreement shall be paid to the receiver by the Limited Company forthwith after such apportionment shall have been made and before the day of transfer.

(4) All interest payable under clause 5 of the conditional agreement and all rent payable under clause 8 of the conditional agreement in lieu of interest shall be paid into court to the credit of the said action by the Limited Company or the Company as the case may be on the dates mentioned in clause 5 of the conditional agreement and the last of such payments in respect of the period between the quarter day next before the day of transfer and the day of transfer shall be so paid by the Company on or before the day of transfer.

(5) The costs charges and expenses properly incurred by the receiver and the Ticehurst Company for or in connexion with the promotion or obtaining of this Act and payable under clause 13 of the conditional agreement shall be paid by the Company on or before the day of transfer but if such costs charges and expenses cannot reasonably be ascertained by that date the Company shall on or before the day of transfer give

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A.D. 1913. security for the estimated amount thereof to the satisfaction of  
the Court in the said action.

Application  
of purchase  
money.

**26.** The purchase and other moneys payable into Court to the credit of the said action as herein-before provided shall be dealt with as the Court in the said action shall direct and in particular the Court in the said action shall have power to distribute the same in or towards payment or discharge of the costs of the said action and the remuneration and liabilities of the receiver as such receiver and any moneys borrowed under orders of the Court in the said action and the interest thereon and the principal and interest owing on the debentures of the Ticehurst Company and otherwise as the Court in the said action shall think fit.

Reduction of  
capital of  
Ticehurst  
Company.

**27.**—(1) As from the day of transfer the paid-up capital of the Ticehurst Company shall be deemed to be reduced by nine thirteenths thereof and as from such date the authorised capital of the Ticehurst Company shall be reduced by an amount equal to nine thirteenths thereof and the provisions of sections 8 and 50 of the Ticehurst and District Water and Gas Act 1904 shall be deemed to be amended accordingly.

(2) The Ticehurst Company shall cause to be endorsed on the certificates of all shareholders of the Ticehurst Company a notification that the nominal value of and the amount paid up on each share represented by such certificates has been reduced by the amount of three pounds per share or shall issue to the holder of such shares a new certificate for fully paid-up shares of the reduced nominal amount.

(3) Subject and without prejudice to any moneys already borrowed and to any debentures mortgages or charges given as security therefor sections 7 and 51 of the Ticehurst and District Water and Gas Act 1904 shall as from the day of transfer be repealed and in lieu thereof the following provision shall apply (namely) The Ticehurst Company may at any time after the day of transfer borrow on mortgage of their undertaking any sum or sums not exceeding in the whole (inclusive of any moneys already borrowed and for the time being remaining unpaid) one third part of the total paid-up capital of the Ticehurst Company as reduced under the provisions of this Act.

Receipt for  
purchase  
money.

**28.** The production of a King's printer's copy of this Act duly stamped together with an office copy of a certificate of



the Master in the said action certifying the amount of the purchase and other moneys payable into court to the credit of the said action as herein-before provided and certifying that the said costs charges and expenses have been paid or secured as herein-before provided and together with a receipt or receipts to the credit of the said action for the amount of the said purchase and other moneys so certified by the Master as aforesaid and purporting to be signed by one of the cashiers of the Bank of England shall (unless it be proved that the said purchase and other moneys have not been paid) be conclusive evidence in all courts and proceedings of the transfer to and the vesting in the Company of the water undertaking of the Ticehurst Company.

A.D. 1913.

**29.** The several contracts and agreements relating to the supply of water entered into or made with or by the Ticehurst Company or the receiver and in force on the day of transfer referred to in the Sixth Schedule to this Act shall be as binding and of as full force and effect in every respect against or in favour of the Company (except in respect of any breaches of or penalties forfeitures or damages incurred or arising under any such contract before the day of transfer) and may be enforced as fully and effectually as if the Company had been a party thereto instead of the Ticehurst Company or the receiver as the case may be.

Contracts with Ticehurst Company to be binding on Company.

**30.** All books and documents which if the transfer had not been made would have been evidence in respect of any matter for or against the Ticehurst Company so far as relating to the water undertaking thereof shall be admitted in evidence in respect of the same or like matter for or against the Company.

Books &c. to remain evidence.

**31.** As from the day of transfer the Acts relating to the Ticehurst Company mentioned in the Fifth Schedule shall subject to the provisions of this Act be repealed so far as and to the extent to which such Acts relate to the water undertaking of the Ticehurst Company and except as by this Act expressly provided the several provisions of such Acts shall not apply to or affect the Company.

Partial repeal of Acts relating to Ticehurst Company.

**32.** The conditional agreement as set out in the First Schedule to this Act is hereby sanctioned and confirmed.

Confirming agreement between receiver and Limited Company.

A.D. 1913.

Confirming  
scheduled  
agreement  
with Limited  
Company.

**33.** The agreement dated the ninth day of December one thousand nine hundred and twelve and made between Francis Henry Young and William Frederick Beauford on behalf of the promoters of the Bill for this Act of the one part and the Limited Company of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the Company and the Limited Company as if the Company had been parties to the said agreement and the same had been under their common seal.

Undertaking  
of Limited  
Company  
when pur-  
chased to  
vest in  
Company.

**34.** Immediately on the payment or satisfaction by the Company of the price or consideration stated in the agreement set out in the Second Schedule to this Act and upon the execution of the conveyance under the common seal of the Limited Company the property so conveyed shall become absolutely vested in the Company for all such or the like estate and interest as the said Limited Company were seised or possessed of or entitled to at the date of such conveyance.

Contracts of  
Limited  
Company.

**35.** All contracts existing at the date of the transfer from the Limited Company to the Company for the supply of water or otherwise relating to their water undertaking or business and then in force shall from and after the transfer be as binding and of as full force and effect in every respect against or in favour of the Company and may accordingly be enforced by or against them in their own name as fully and effectually as if instead of the Limited Company the Company had been a party thereto.

Receipt for  
purchase  
money.

**36.** The receipt in writing under the hands of the secretary and three directors for the time being of the Limited Company for the purchase money or consideration mentioned in the deed of transfer shall effectually discharge the Company from such purchase money or consideration and from being answerable or accountable for the loss misapplication or non-application thereof.

Creation of  
fully paid-up  
shares and  
vesting same  
in proprie-  
tors of shares  
of Limited  
Company.

**37.** There are hereby created shares of the Company being part of their capital authorised by this Act to the amount of two thousand four hundred pounds to be deemed fully paid up but in all other respects to rank *pari passu* with the rest of the capital created under the powers of this Act and such shares hereby created shall belong to and subject to this Act shall vest in the several persons who at the date of the passing of this

Act are the registered proprietors of the shares of the Limited Company in the proportion of one share of the Company to five shares of the Limited Company and the Company shall satisfy the debts and obligations of the Limited Company existing at the date of the transfer including all liabilities and obligations of the Limited Company under the conditional agreement. A.D. 1913.

**38.** The Company shall deliver to the Registrar of Joint Stock Companies a printed copy of this Act and he shall retain and register the same with the papers of the Limited Company and if such copy is not delivered within three months from the passing of this Act the Company shall incur a penalty not exceeding two pounds for every day after the expiration of the three months during which the default continues and any director or manager of the Company who knowingly and wilfully authorises such default shall incur the like penalty Every penalty under this section shall be recoverable summarily. Copy of Act to be registered.

#### PART V.

**39.** The Company may continue maintain renew alter improve enlarge discontinue and abandon as they may think fit any waterworks acquired by and vested in them by this Act. Company may maintain existing waterworks.

**40.** Subject to the provisions of this Act the Company may wholly in the eastern administrative division of the county of Sussex in the lines and situation and upon the lands delineated on the deposited plans and described in the deposited book of reference make and maintain the following work shown on the deposited plans and sections (that is to say):— Power to construct waterworks.

Work No. 1 A well in the parish of Ticehurst in the rural district of Ticehurst in the field numbered 1240 on the Ordnance maps (scale  $\frac{1}{2500}$ ) published 1898 and 1909 of the said parish and adjoining the existing well and pumping station of the Ticehurst Company.

**41.** In the construction of the work authorised by this Act the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards and to any extent downwards. Limits of deviation.

A.D. 1913.

Power to  
take water.

42. Subject to the provisions of this Act the Company may collect impound take use divert and appropriate for the purposes of their waterworks such springs streams and waters as may be intercepted by the works by this Act authorised to be acquired or constructed.

Power to  
agree as to  
drainage of  
land.

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

Power to  
hold lands  
for protec-  
tion of  
waterworks.

44. The Company may hold any lands acquired by them under the powers of this Act which they may deem necessary for the purpose of protecting their waterworks against pollution fouling and contamination and so long as such necessity shall continue such lands shall not be deemed to be superfluous lands within the meaning of this Act or the Lands Clauses Acts respectively but the Company shall not create or permit a nuisance on any such lands and shall not erect any buildings thereon other than offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with their water undertaking.

Company  
may acquire  
easements  
only in cer-  
tain cases.

45.—(1) The Company may in lieu of acquiring any lands for the purposes of the works authorised by this Act where the same are intended to be constructed underground acquire such easements only in such lands as they may require for such purposes and may give notice to treat in respect of such easements describing the nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the Company have acquired easements only under the provisions of this section the Company shall not be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall subject to such easements

have the same rights to use and cultivate the said lands at all times as if this Act had not passed. A.D. 1913.

(3) Provided always that nothing in this section contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Company to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this provision.

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

**47.** If the waterworks authorised by this Act and shown on the deposited plans are not completed within three years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or in relation thereto shall cease except as to so much thereof as is then completed but nothing herein shall restrict the Company from extending altering enlarging or renewing any of their wells reservoirs engines tanks mains pipes or other works within the limits of this Act. Period for completion of works.

**48.** In addition to the foregoing work the Company may upon any of the lands shown upon the deposited plans or acquired by them under the powers of this Act and for the time being belonging to the Company make and maintain all such wells shafts adits pipes conduits water towers stand pipes valves meters gauges overflows washouts drains filters tanks softening works banks fences roads approaches engines pumps machinery telegraphs telephones and appliances as may be necessary or convenient in connexion with the waterworks belonging to the Company but nothing in this section shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them. Power to make subsidiary works.

**49.** All water supplied by the Company shall if necessary be filtered or otherwise treated so as to render the same pure and wholesome and otherwise fit for domestic purposes. If any Treatment of water for domestic purposes.

[Ch. xciv.] *Heathfield and District Water* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913. difference shall arise between any local authority and the Company as to the necessity or otherwise of such filtration or treatment such difference shall be determined upon the application of either party by the Local Government Board.

Power to purchase additional lands by agreement.

**50.**—(1) Subject to the provisions of this Act the Company in addition to any other lands acquired by them in pursuance of this Act may by agreement purchase take, on lease acquire and hold further lands for the purposes of their water undertaking but the quantity of lands held by the Company in pursuance of this section shall not at any time exceed ten acres.

(2) Provided that the Company shall not create or permit the creation or continuance of any nuisance on any such lands nor erect any buildings thereon except offices and dwellings for persons in their employment and such buildings and works as may be incident to or connected with their undertaking.

Persons under disability may grant easements &c.

**51.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to sell lands not required for undertaking.

**52.** The Company may subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands sell lease exchange or otherwise dispose of to such persons in such manner as the Company may think fit any lands houses or other property for the time being belonging to the Company which they do not require for the purposes of their undertaking.

Reservation of water rights on sale.

**53.** The Company on selling any lands acquired by them in connexion with their water undertaking and not required for the purposes of that undertaking may reserve to themselves all or any part of the water rights or other easements belonging thereto and may make the sale subject to such reservations accordingly and may also make any such sale subject to such other reservations special conditions restrictions and provisions

with respect to the use of water exercise of noxious trades or discharge or deposit of manure sewage or other impure matter and otherwise as they may think fit. A.D. 1913.

54. For the protection of the county council of the administrative county of East Sussex (in this section called "the county council") the following provisions shall unless otherwise agreed in writing between the Company and the county council apply and have effect (that is to say):--

For protection of East Sussex County Council.

- (1) All mains pipes and works of the Company where the same are carried in along or over any main road for the time being repairable by the county council or any county or main road bridge vested in the county council or any roadway over the same or approaches thereto so repairable shall be laid in such position in or at the side thereof and at such depth or carried on the outside or below the structure of any such bridge in such manner as the county council in writing under the hand of their surveyor may reasonably direct:
- (2) The notice required by section 30 of the Waterworks Clauses Act 1847 shall (except for laying connecting or repairing consumers' service pipes as to which three days' notice shall be given and except in cases of emergency arising from defects in any of the pipes or other works in which case as long notice as possible shall be given) be not less than in the case of a bridge or the approaches thereto fourteen days instead of three days and in all other cases seven days instead of three days:
- (3) The plan required by section 31 of the Waterworks Clauses Act 1847 shall be accompanied by a section of the proposed works and shall (except as aforesaid) be delivered to the county council or their surveyor by the Company in the case of any such bridge or approaches not less than fourteen days and in all other cases seven days before the Company commence to open break up or interfere with any such main road county or main road bridge roadway or approaches or other property of the county council:
- (4) If the Company in the execution of any works in or affecting any such road bridge roadway or approaches

A.D. 1913.  
—

shall damage injure or disturb the same and shall neglect or refuse to forthwith make good all the damage injury or disturbance to the reasonable satisfaction of the county council or their surveyor then it shall be lawful for the county council after reasonable notice to the Company of the alleged neglect or refusal and of the works they propose to execute to do all works necessary for making good all such damage injury or disturbance and the Company shall repay to the county council all costs charges and expenses which the county council shall incur in carrying out such works including all reasonable expense of superintendence:

- (5) The Company shall not interfere with the structural part of any county or main road bridge without the consent in writing of the surveyor of the county council which may be given upon such conditions as the county council or their surveyor may reasonably determine:
- (6) The exercise of any of the powers of the Company shall not interfere with prejudice or affect the right of the county council at any time to alter the level of deviate or improve in any manner they think fit any main road in or along which any mains pipes or works of the Company shall have been laid and the Company shall forthwith on receiving notice in writing under the hand of the clerk or surveyor to the county council so to do alter the position of any such mains pipes or works in the manner and to the extent prescribed by such notice or as in case of difference shall be determined by arbitration in the manner herein-after prescribed and the county council shall repay to the Company the expenses reasonably incurred by the Company in effecting any such alteration:
- (7) The exercise of any powers of the Company shall not prejudice or affect the right of the county council at any time to remove alter rebuild widen or repair any county or main road bridge or the approaches thereto or the roadway over the same in over or attached to which any mains pipes or works of the Company



are carried in the same manner as the county council might have removed altered rebuilt widened or repaired such bridge roadway or the approaches thereto as if such powers had not been granted and such mains pipes or works had not been so laid or attached and the county council shall not make any compensation to the Company for any expense or loss to which the Company may be put by reason or in consequence of any such removal alteration rebuilding widening or reparation and in the event of any such bridge roadway or approaches being removed altered rebuilt widened or repaired as aforesaid the Company shall if in the opinion of the county council or their surveyor it is necessary so to do at their own cost in all things alter the position of any works by which such mains or pipes are carried in over or attached to such bridge roadway or approaches as aforesaid in such manner as the county council or their surveyor may reasonably direct Provided that during any such removal alteration rebuilding widening or reparation the county council shall afford to the Company all reasonable facilities for temporarily carrying such mains pipes and works across any stream or river so as not to interrupt the continuous supply of water or to diminish the pressure of such supply through such mains or pipes and the Company may carry such mains and pipes and works accordingly and shall reimburse the county council all reasonable expenses incurred by the county council in affording such facilities Provided also that in case any such alteration deviation improvement removal rebuilding widening or reparation as is mentioned in this subsection shall be required for the accommodation of any light railway or tramway belonging to the county council the county council shall repay to the Company the expense which the Company reasonably incur in altering the position of any works by which the mains or pipes of the Company are carried in over or attached to such bridge roadway or approaches as aforesaid and the facilities to be afforded by the county council shall be afforded by the county council at their own expense :

A.D. 1913.

[Ch. xciv.] *Heathfield and District Water* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913.

- (8) All works executed by the Company shall be so executed as not to stop and as far as reasonably practicable so as not to in any way impede or interfere with the traffic on any main road or over any county or main road bridge or the approaches thereto :
- (9) The Company shall pay to the county council the reasonable expenses incurred by them in relation to the reasonable superintendence by the county council or their surveyor of any works of the Company to which the provisions of this section relate :
- (10) If any difference at any time arises between the county council and the Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by an arbitrator to be agreed upon between them or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference to arbitration as aforesaid :
- (11) The county council shall not be liable for or in respect of any damage or injury done to any work of the Company which has been laid at a depth below the surface of any main road or the roadway over or the approaches to a county or main road bridge insufficient for protection of such works from injury arising from the use by the county council of any steam or other roller for the repair of any such road or of any traction engine or other appliance not exceeding fifteen tons in weight.

For further  
protection of  
East Sussex  
County  
Council.

**55.**—(1) The Company shall take and keep daily records of the quantity of water pumped at each of their pumping stations and the Company shall once in each quarter forward to the clerk of the county council of East Sussex (herein-after called "the county council") copies of all such records.

(2) The medical officer of the county council or any officer or agent duly authorised by him in writing for that purpose may enter at all reasonable times on the property of the Company for the purpose of inspecting their waterworks and the appliances used for filtering and treating the water of the

Company and testing the recording apparatus thereat and may take any necessary gauging of the wells of the Company and may also take such samples of the water as he may think fit from any part or parts of the works of the Company Provided that before so doing the said medical officer or such other officer or agent as aforesaid shall give twenty-four hours' previous notice in writing to the Company of his intention to act under the provisions of this section. A.D. 1913.

**56.** For the protection of the London Brighton and South Coast Railway Company the South Eastern Railway Company and the South Eastern and Chatham Railway Companies Managing Committee (herein-after respectively referred to as "the railway company") the following provisions shall have effect:—

(1) All works executed in pursuance of this Act or of any Act incorporated therewith and involving interference with adjoining or in any way affecting the railways bridges roads approaches level crossings works lands and properties of the railway company interfered with or affected (herein-after together referred to as "the railways of the railway company") and all works of maintenance repair renewal and removal involving such interference or affection (the said works executed in pursuance of this Act and the said works of maintenance repair renewal or removal being herein-after referred to as "the said works") shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the railway company whose railways shall be so interfered with or affected (herein-after referred to as "the engineer") and according to plans to be previously submitted to and approved by him in writing within one month after such submission or in case of difference as may be determined by arbitration in manner herein-after provided:

(2) The said works shall be done by and at the expense of the Company who shall restore and make good to the reasonable satisfaction of the engineer any portion of the railways of the railway company which may be disturbed or interfered with and the said works shall be carried out so as to cause as little injury as may be to the railways of the railway

[Ch. xciv.] *Heathfield and District Water* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913.

company and so as not to cause any interference with the passage or conduct of traffic thereover. Provided nevertheless that if the engineer shall think it necessary that the said works or any of them shall be done or carried out by the railway company and shall notify such desire to the Company the said works in respect of which the engineer shall have notified such desire shall be done or carried out by the railway company accordingly at the cost of the Company and in accordance with the plans so approved or determined as aforesaid:

- (3) The Company shall bear and on demand pay to the railway company all costs of the superintendence by the engineer of the said works when the same are done or carried out by the Company and all proper costs of watching lighting and protection of the railways of the railway company during the carrying out of the said works but such superintendence by the railway company shall not relieve the Company from liability for any accident which may be occasioned by or through the said works or by their contractors agents and workmen:
- (4) If the Company lay down any mains or pipes in or under any embankment or over any bridge tunnel or viaduct of the railway company the Company shall provide and maintain such stop cocks on either side of such embankment bridge tunnel or viaduct as in the opinion of the engineer of the railway company shall be necessary:
- (5) If any injury or interruption of traffic shall arise from or be in any way owing to the said works or to the bursting leakage or failure of any conduits mains pipes apparatus or works of the Company the Company shall make full compensation to the railway company in respect thereof:
- (6) The Company shall from time to time pay to the railway company any additional expense which the railway company may incur in effecting any repair renewal widening alteration or extension of the railways of the railway company by reason of the existence of any conduits mains pipes apparatus or works of the

Company in over upon across or under the railways of the railway company: A.D. 1913.

- (7) The Company shall acquire only such an easement across over or under the railways of the railway company as may be necessary for constructing or maintaining any of the works of the Company and shall pay to the railway company for any such easement to be acquired by them such sum either annual or otherwise as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement and the easement so to be taken shall be deemed to be lands so far as respects the proceedings for the acquisition thereof and also for the purposes of such arbitration:
- (8) The railway company may at any time or times hereafter upon giving to the Company not less than seven days' notice thereof in writing signed by the engineer call upon the Company to divert or alter the level of any conduit main pipe apparatus or other work of the Company passing in over upon across or under or in any way affecting the railways of the railway company so as to admit of any repairs renewals widenings alterations or extensions of the railways of the railway company which they may think necessary without being liable to pay any compensation in respect thereof but the reasonable costs of any such diversion or alteration shall be borne and paid by the railway company:
- (9) Notwithstanding anything contained in this Act or in any Act incorporated therewith the Company shall not enter upon take or use for any purpose the railways of the railway company or any part thereof without the consent in writing of the railway company first obtained:
- (10) Any dispute or difference which may arise between the Company and the railway company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer to be agreed upon between the Company

[Ch. xciv.] *Heathfield and District Water* [3 & 4 GEO. 5.]  
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and the railway company or failing agreement by an engineer to be appointed by the Board of Trade on the application of the Company and the railway company or either or any of them.

Saving  
agreement  
with  
William  
Langham  
Christie.

**57.** Nothing in this Act shall in any way prejudice or affect the provisions of the agreement dated the fifteenth day of March one thousand nine hundred and two and made between William Langham Christie of the one part and the promoters of the Ticehurst and Robertsbridge Water Company of the other part (set out in the Third Schedule hereto) and such agreement shall be as binding and of as full force and effect in every respect on the said William Langham Christie and his sequels in estate on the one hand and the Company on the other and may be enforced as fully and effectually by and against the Company as if instead of the promoters of the Ticehurst and Robertsbridge Water Company the Company had been a party thereto.

Constant  
supply and  
pressure.

**58.** The water supplied by the Company shall be constantly laid on under pressure but need not be supplied in any case at a level above that at which it can be supplied by gravitation from the Heathfield Service Reservoir.

Rate at  
which water  
is to be sup-  
plied for  
domestic  
purposes.

**59.** The Company shall at the request of the owner or occupier of any dwelling-house or part of a dwelling-house entitled under the provisions of this Act to demand a supply of water for domestic purposes furnish to such owner or occupier a sufficient supply of water for such domestic purposes at rates not exceeding the rates per annum herein-after specified (that is to say):—

Where the rateable value of the premises so supplied does not exceed five pounds the sum of eight shillings and eightpence per annum :

Where such rateable value exceeds five pounds but does not exceed twenty pounds the rate of ten pounds per centum per annum upon such value :

Where such rateable value exceeds twenty pounds but does not exceed forty pounds the rate of nine pounds per centum per annum upon such value :

Where such rateable value exceeds forty pounds but does not exceed sixty pounds the rate of eight pounds per centum per annum upon such value :

Where such rateable value exceeds sixty pounds but does not exceed eighty pounds the rate of seven pounds per centum per annum upon such value :

Where such rateable value exceeds eighty pounds the rate of six pounds per centum per annum upon such value :

Provided always that the Company shall not be compelled to afford a supply of water for domestic use to any such house for any less sum than eight shillings and eightpence per annum :

Provided further that nothing in this section shall entitle the Company in any case to demand for the water rate for any house or part of a house included in any division of the above scale a greater sum than they would be entitled to demand if the house or part thereof were of just sufficient rateable value to bring it within the next division of the said scale relating to premises of a higher rateable value whereon a lower rate per centum is chargeable.

Owners compounding for the payment of water rates in respect of a supply for domestic purposes to two or more houses each of a rateable value not exceeding eight pounds per annum whether occupied or not shall be allowed an abatement of ten per centum on the rates hereby prescribed.

All inns and hotels whether public or private the rateable value of which exceeds five pounds shall be liable to a yearly rate not exceeding ten pounds per centum upon such value.

The rateable value of any such premises as aforesaid shall be ascertained by the valuation list in force at the commencement of the quarter for which the rate accrues or if there is no such list in force by the last rate made for the relief of the poor Provided that where the water rate is chargeable on the rateable value of a part only of any hereditament entered in the valuation list such rateable value shall be a fairly apportioned part of the rateable value of the whole tenement ascertained as aforesaid the apportionment in case of dispute to be ascertained by a court of summary jurisdiction.

**60.** In addition to the foregoing charges the Company may charge in respect of every watercloset beyond the first (for which no additional charge shall be made) on any premises within the limits of this Act a sum not exceeding five shillings per annum and for every fixed bath capable of containing not more than fifty gallons a sum not exceeding ten shillings per

Rates for  
waterclosets  
and private  
baths.

[Ch. xciv.] *Heathfield and District Water* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913. — annum and for every fixed bath capable of containing more than fifty gallons such sum as the Company may think fit such additional sum to be paid quarterly in advance and to be recoverable in all respects with and as the water rate.

Supply of water by hose pipes to stables.

**61.** When water supplied for domestic purposes is used for washing horses carriages or motor cars or for other purposes in stables or premises where horses carriages or motor cars are kept the Company may if a hose pipe or other similar apparatus is used charge such additional sum not exceeding twenty shillings per annum as they may prescribe and any sum charged under this section shall be recoverable in the same manner as water rates.

Water for public purposes.

**62.** The Company shall on demand in writing by any local authority within the limits of supply afford to that authority such a supply of water for any sanitary or public purpose as may be reasonably required at a price not exceeding one shilling and sixpence per thousand gallons Provided that nothing in this section contained shall oblige the Company to lay down any mains.

Rate payable by owner of small houses &c.

**63.** Where a house supplied with water is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year the owner instead of the occupier shall pay the rate for the supply but the rate may be recovered from the occupier and may be deducted by him from the rent from time to time due from him to the owner Provided that no greater sum shall be recovered at any one time from any such occupier than the amount of rent owing by him or which shall have accrued due from him subsequent to the service upon him of a notice to pay the rate.

Supply to houses partly used for trade &c.

**64.** The Company shall not be bound to supply with water otherwise than by measure any building used by an occupier as a dwelling-house whereof any part is used by the same occupier for any trade or manufacturing purpose for which water is required :

Provided always that where a water supply to a farmhouse is used for farming purposes the Company may require that the supply for farming purposes shall be taken by measure but nothing in this section shall authorise the Company to refuse to supply water for domestic purposes to a farmhouse at the ordinary rate calculated on the rateable value thereof.



- 65.** The Company may supply water for other than domestic purposes on such terms and conditions as the Company think fit and may supply water by measure either for domestic or other purposes and the moneys payable for the supply of water under this section shall be recoverable in the same manner as water rates. Provided always that no person shall be entitled to a supply of water for other than domestic purposes if such supply would interfere with the sufficiency of the supply of water for domestic purposes. A.D. 1913.  
Power to  
Company to  
supply by  
meter for  
other than  
domestic  
purposes.
- 66.** The price to be charged for a supply of water by measure shall not exceed one shilling and sixpence per thousand gallons. Price of  
supply by  
measure.
- 67.** The Company may sell or let on hire meters and any fittings connected therewith upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit. Power to  
sell and dis-  
pose of water  
fittings.
- 68.** The Company shall at all times at their own expense keep all meters or other instruments for measuring water let by them for hire to any consumer in proper order for correctly registering the supply of water and in default of their so doing the consumer shall not be liable to pay rent for the same during such time as such default continues. The Company shall for the purposes aforesaid have access to and be at liberty to remove test inspect and repair any such meter or other instrument at all reasonable times. Company to  
keep meters  
in repair.
- 69.** Before any person connects or disconnects any meter by means of which any of the water of the Company is intended to be or has been registered he shall give not less than twenty-four hours' notice in writing to the Company of his intention to do so and all alterations or repairs and the connecting and disconnecting of meters shall be done at his cost and under due superintendence of any officer of or person authorised by the Company and any person offending against this enactment shall for every offence be liable to a penalty not exceeding forty shillings. Notice to  
Company of  
connecting  
or discon-  
necting  
meters.
- 70.** Where water is supplied by measure the register of the meter or other instrument for measuring water shall be *primâ facie* evidence of the quantity of water consumed. Provided that if the Company and the person to whom the water is supplied differ as to the quantity consumed such difference Register of  
meter to be  
*primâ facie*  
evidence.

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A.D. 1913. shall be determined on the application of either party by a court of summary jurisdiction who may order by which of the parties any costs of the proceedings before them shall be paid and the decision of such court shall be final and binding on all parties.

Fraudulently  
injuring  
pipes meters  
or fittings.

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

And in any case in which any person has wilfully fraudulently or by culpable negligence injured or suffered to be injured any pipe meter instrument or fittings belonging to the Company or has fraudulently altered the index to any meter or other instrument for measuring water or prevented the same from duly registering the quantity of water supplied or has fraudulently abstracted consumed or used water of the Company the Company may also enter upon the premises occupied by the offender and repair such injury and do all such works matters and things as may be necessary for insuring the proper registering by such meter of the quantity of water supplied by means thereof and the expense of such repair and of all such works matters and things shall be repaid to the Company by the person so offending and may be recovered by them as water rates are recoverable. The existence of artificial means for causing such injury alteration or prevention or for abstracting consuming or using water of the Company when such pipe meter instrument or fittings is or are under the custody or control of the consumer shall be *prima facie* evidence that such injury alteration prevention abstraction consumption or use as the case may be has been fraudulently knowingly and wilfully caused by the consumer using such pipe meter instrument or fittings.

Power to  
supply  
materials.

**72.—(1)** The Company may if requested by any person supplied or about to be supplied by them with water sell or let

on hire to him and repair or alter but shall not manufacture any such pipes valves cocks cisterns baths meters soil-pans water-closets and other fittings as are required or permitted by their regulations and may provide all materials and work necessary or proper in that behalf and the reasonable charges of the Company in thus providing such materials and executing such work shall be paid by the person requiring the same. A.D. 1913.

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

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

(2) Such byelaws shall apply only in the case of premises to which the Company are bound to afford and do in fact afford or are prepared on demand to afford a constant supply.

(3) All such byelaws shall be subject to the provisions contained in sections 182 183 184 and 186 of the Public Health Act 1875 and all penalties imposed for the breach of any such byelaws shall be recoverable in manner provided by that Act for the recovery of penalties and those sections shall for the purposes of this section be construed as if the Company were a local authority within the meaning of those sections and the secretary of the Company were the clerk of the local authority.

(4) A copy of all such byelaws in force for the time being shall be kept at the office of the Company All persons may at

A.D. 1913. — all reasonable times inspect such copy without payment and the Company shall cause to be delivered a printed copy of all byelaws for the time being in force to every person applying for the same on payment of a sum not exceeding sixpence for each copy.

(5) In case of failure of any person to observe such byelaws as are for the time being in force the Company may if they think fit after twenty-four hours' notice in writing enter and by and under the direction of their duly authorised officer. repair replace or alter any water fittings belonging to or used by such person and not being in accordance with the requirements of such byelaws and the expense of every such repair replacement or alteration shall be recoverable by the Company as the water rates in respect of the premises are recoverable.

Detection of waste.

**74.** Subject to the provisions of the Waterworks Clauses Act 1847 the Company may for the purpose of preventing and detecting waste affix and maintain meters and similar apparatus on the service pipes and mains of the Company and stop-cocks in the pipes supplying houses with water and may insert in the roads or footways the necessary covers of boxes for giving access and protection thereto and may for that purpose break up and interfere temporarily with public and private streets roads lanes footways courts passages tramways gas or water pipes electric lines wires and apparatus:

Provided that the Company shall not break up or interfere with any electric lines wires or apparatus of the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878.

Company not bound to supply several houses by one pipe.

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

Notice of discontinuance.

**76.** A notice to the Company from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at or sent by post to the office for the time being of the Company or be given by the consumer personally at the office of the Company.

As to communication pipes.

**77.** For the purpose of complying with any obligation under the Waterworks Clauses Act 1847 to maintain any pipe

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or apparatus the person liable to maintain the same shall have the like power to open the ground as is conferred upon him by and subject to the conditions of sections 48 to 52 of the Waterworks Clauses Act 1847 in relation to the laying of communication pipes. A.D. 1913.

**78.** The Company may on the application of the owner or occupier of any premises within the limits of this Act abutting on or being erected in any street laid out but not dedicated to public use supply those premises with water and for that purpose the Waterworks Clauses Acts 1847 and 1863 shall apply as if the street were a street within the meaning of those Acts. Power to lay pipes in private streets.

**79.**—(1) For the purpose of executing constructing repairing cleansing emptying or examining any reservoir conduit or line of pipes or other works of the Company the Company may cause the water in any such work to be discharged into any available stream or watercourse whether within or without the Company's limits of supply: Temporary discharge of water into streams.

Provided that the Company shall not without the previous consent in writing of the local authority cause any water to be discharged for flushing purposes into the stream at Roberts-bridge which is now used by the inhabitants for drinking purposes and which is known as the Darwell Stream.

(2) In the exercise of the power conferred by this section the Company shall do as little damage as may be and shall make full compensation to all persons for all damage sustained by them by reason or in consequence of the exercise of such power the amount of compensation to be settled in case of difference by arbitration under and pursuant to the provisions of the Arbitration Act 1889.

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

**81.** Any telephone or telegraph posts wires conductors apparatus or other means of electric communication erected For protection of Postmaster-General.

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A.D. 1913. — laid down or maintained by the Company under the authority of this Act shall not be used for transmitting telegrams in contravention of the exclusive privilege conferred upon the Postmaster-General by the Telegraph Acts 1863 to 1911.

Dwelling-houses for persons in Company's employment.

**82.** The Company may purchase or take on lease dwelling-houses for persons employed by them for the purposes of their water undertaking and may erect and maintain dwelling-houses for such persons upon any lands for the time being belonging to the Company for the purposes of the said undertaking and (subject to the terms of the lease) upon any lands for the time being leased to the Company for the purposes of the said undertaking.

Liability for water rate not to disqualify justices.

**83.** A judge of any court or a justice shall not be disqualified from acting in the execution of this Act by reason of his being liable to any rate.

Authentication of notices &c.

**84.** If any summons warrant demand or notice or other document to be issued or given for the purposes of this Act require authentication by the Company the signature of the secretary of the Company shall be sufficient.

Penalties not cumulative.

**85.** Penalties imposed under this Act and the Acts wholly or in part incorporated herewith for one and the same offence shall not be cumulative.

Contents of summons.

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

Costs of Act.

**87.** All costs charges and expenses of and incidental to the applying for preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act. A.D. 1913.

THE FIRST SCHEDULE.

AN AGREEMENT made the 16th day of November 1912 between CHARLES RYLAND BEEBY of 9 Bucklersbury in the city of London (herein-after called "the Receiver") of the one part and THE HEATHFIELD AND DISTRICT WATER COMPANY LIMITED (herein-after called "the Purchasers") of the other part.

WHEREAS the Ticehurst and District Water and Gas Company (herein-after called "the Company") was incorporated by the Ticehurst and District Water and Gas Act 1904 whereby (inter alia) the undertaking and all the rights and interest of the Ticehurst and Robertsbridge Water Company incorporated by the Ticehurst Water Act 1902 became vested in the Company as from the close of the 31st day of December 1904 and thereupon the Company became empowered to make and maintain waterworks and to supply water within the limits of the parishes of Ticehurst Burwash Etchingham Salehurst and Heathfield in the county of Sussex and to carry on the business usually carried on by water companies and generally to carry the powers of the said Acts into execution :

And whereas in pursuance of the powers contained in the said Acts debentures were issued which are still subsisting and are a charge upon inter alia the water undertaking of the Company :

And whereas in the year 1909 an action entitled In the matter of the Ticehurst and District Water and Gas Company between Robert Locke on behalf of himself and all other the holders of debentures of the above-named Company Plaintiff and the Ticehurst and District Water and Gas Company Defendants 1909 T. No. 1500 was instituted in the Chancery Division of the High Court of Justice for the purpose of enforcing the said debentures :

And whereas by the judgment dated the 22nd day of February 1910 in the said action certain accounts and inquiries were directed and the Receiver was appointed Receiver of the undertaking and to receive the net earnings of the Company :

And whereas by an order dated the 30th day of March 1910 in the said action the Receiver was empowered to borrow for the purposes therein mentioned the sum of 300*l.* in priority to the said debentures :

And whereas in pursuance of the said order the Receiver has borrowed from Donald Sweyn Mackay the sum of 300*l.* in priority to

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A.D. 1913. the said debentures of which the sum of 270*l.* now remains due and owing by the Receiver:

And whereas by an order dated the 4th day of November 1910 in the said action the Receiver was empowered to borrow for the purposes therein mentioned the sum of 1,500*l.* in priority to the said debentures but subject to the aforesaid loan of 300*l.*:

And whereas in pursuance of the said order the Receiver has borrowed from the said Donald Sweyn Mackay the sum of 1,250*l.* in priority to the said debentures but subject as aforesaid of which the sum of 1,205*l.* now remains due and owing by the Receiver:

Now it is hereby agreed as follows:—

1. Subject to the sanction of the Court in the said action being obtained and subject to the sanction of Parliament being obtained by an authorising or confirming Act (herein-after referred to as “the enabling Act”) the Receiver agrees to sell and the Purchasers agree to purchase as a going concern the whole of the water undertaking of the Company including all the freehold lands of the Company on which its pumping station and reservoir stand and the buildings thereon and all pumping and other plant of the Company connected with the raising and supply of water and all the water mains meters and fittings belonging to the Company and the benefit of all contracts entered into by the Receiver or taken over by him as Receiver of the Company relative to the supply of water by the Company and generally all the works real and personal property powers authorities privileges exemptions and other the rights and interests of the Company so far as the same are held or enjoyed or exercisable by the Company as part of or in connexion with its water undertaking Except any balance belonging to the Company at its bankers (or in the hands of the Receiver or in Court) and any moneys payable by the Purchasers hereunder (all which said premises so agreed to be sold except as aforesaid are herein-after referred to as “the water undertaking”).

2. The water undertaking shall be ascertained and the sale shall take effect as on and at the date when the sanction of the Court in the said action shall be given (herein-after called “the date of sanction”) and as from the date of sanction and up to the day herein-after fixed for the completion of the sale (herein-after called “the day of transfer”) the business of the Company so far as it relates to the water undertaking shall be deemed to be carried on for the benefit of the Purchasers and for their own profit and at their own risk and expense.

3. All water rates and rents and other income payable to the Company and also all taxes parochial rates and other outgoings payable by the Company in respect of the water undertaking shall so far as may be necessary be apportioned between the Company or the Receiver



on the one hand and the Purchasers on the other hand as at the date of sanction. Such apportionment shall be made forthwith after the date of sanction and the sum ascertained to be due from the Purchasers in respect of such apportionment shall thereupon be paid by them to the Receiver. A.D. 1913.

4. The consideration for the sale shall be the sum of 9,000*l.* to be paid by the Purchasers as follows viz. 900*l.* part thereof shall within three days from the date of sanction be paid into Court by the Purchasers to the credit of the said action or otherwise as the Court shall in the said action direct as a deposit and in part payment of the said purchase money and 8,100*l.* the balance thereof shall be paid into Court by the Purchasers to the like credit on or before the day of transfer (for the purpose of determining the ad valorem duty payable in respect of the property comprised in the sale which passes by delivery the consideration for such property belonging to the Company shall be taken to be 8,000*l.*).

5. The Purchasers shall pay interest at the rate of 4 per cent. per annum on 8,100*l.* the balance of their purchase money from the date of sanction up to the day of transfer by equal quarterly payments on the usual quarter days the first of such payments or the due proportion thereof in respect of the period between the date of sanction and the quarter day next following to be paid on the quarter day next following the date of sanction. The said payments of interest shall either be made to the receiver or into Court to the credit of the said action as the Court shall direct.

6. The water undertaking is sold free from all the debentures of the Company and the said sums of 270*l.* and 1,250*l.* so owing to the said Donald Sweyn Mackay by the Receiver as herein-before recited and all other the debts and liabilities of the Company existing at the said date of sanction other than and except its liabilities under the contracts and obligations in the next succeeding clause inserted.

7. The water undertaking is sold subject to all liabilities of the Company under its contracts or obligations for the supply of water existing at the date of sanction including its liabilities in respect of payments in advance or loans made by consumers to enable the Company to lay and construct water mains pipes and fittings and carry out other works necessary for the supply of water to such consumers. The Purchasers shall as from the date of sanction take over and perform and fulfil all the contracts and obligations of the Company herein-before in this clause mentioned and shall indemnify the Company from all demands claims and liabilities thereunder. Provided always that if at the date of sanction the said liabilities of the Company in respect of the said payments in advance or loans made by consumers shall exceed the sum of four hundred pounds then such excess shall be

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A.D. 1913. borne by the Company and failing agreement between the parties hereto the amount of such excess shall be ascertained by an independent accountant to be appointed by the Court in the said action and the Purchasers shall at the day of transfer be entitled to deduct from the balance of their purchase money the amount of such excess so agreed or ascertained as aforesaid together with interest thereon at four pounds per centum per annum from the date of sanction up to the day of transfer.

8. The Purchasers may at any time on giving notice to that effect to the Receiver enter into possession of the water undertaking and hold and carry on the same until completion as tenants of the Receiver at a yearly rent equal to the amount of interest payable under this contract on the unpaid balance of the purchase money such rent to commence from the date of such possession and to be paid in lieu of such interest as would otherwise be payable on the balance of the purchase money during the period of such possession. During such tenancy the following arrangements shall prevail:—

- (a) The Purchasers shall carry on the undertaking according to the usual course of business so as to maintain the same as a going concern and shall uphold maintain and keep the works and property included in the water undertaking in their present state and condition (reasonable wear and tear excepted):
- (b) They shall be entitled to exercise so far as the law permits all the statutory or other rights of the Company in relation to the water undertaking and they shall cause the statutory and other obligations of the Company relative to the supply of water to be observed and performed:
- (c) They shall keep proper books of account:
- (d) All moneys required for carrying on the undertaking shall be provided by the Purchasers:
- (e) They shall not part with possession of the water undertaking or any part thereof or knowingly do or suffer anything whereby the value of the same might be impaired.

8A. If this contract shall become void under clause 14 hereof the Purchasers shall forthwith redeliver and give up possession of the water undertaking to the Receiver and thereupon the Purchasers shall account for all moneys which have or ought to have been received by them in respect of the water undertaking and for all payments properly made by them in respect of the water undertaking and for any then existing credits and liabilities of the water undertaking which have been obtained or incurred after the date of sanction but the Purchasers shall not be entitled to credit for any payments or liabilities for capital

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expenditure unless prior to such payments or liabilities being made or incurred such capital expenditure shall have been sanctioned by the Court in the said action. And the Purchasers shall pay the balance found due from them on taking the said accounts into Court to the credit of the said action and discharge any liability of theirs under clause 8 hereof to the satisfaction of the Court and thereupon they shall be repaid their said deposit and also the sums paid by them for rent or interest under clause 5 hereof but without any interest on such deposit or sums. A.D. 1913.

9. The sale shall be completed at the expiration of three calendar months from the Royal Assent being given to the enabling Act (the day on which such three calendar months shall expire being herein called "the day of transfer") and on the day of transfer all necessary assurances and acts and things requisite for transferring the water undertaking to the Purchasers and otherwise for completing the sale in accordance with the conditions hereof shall be executed and done by all necessary parties.

10. An application shall forthwith be made in the said action for the sanction of the Court to this agreement and if such sanction be not obtained before the thirty-first day of December next this agreement shall be void except clause 13 hereof.

11. Meetings of the debenture holders and shareholders of the Company shall forthwith be summoned for the purpose of considering and if thought fit approving this agreement.

12. The Purchasers shall forthwith promote a Bill and use their best endeavours to procure its passing in the next session of Parliament containing such clauses as may be necessary (alone or amongst other things) to carry this agreement into effect and to authorise the sale and transfer hereby agreed to be made and the distribution by the Court in the said action of the purchase consideration and the Receiver (if the Court shall approve his so doing) and also the Company shall upon the request of the Purchasers do all things necessary to facilitate and assist in the obtaining of such Act (herein referred to as "the enabling Act") The said Bill may if the Court so approves contain clauses incorporating the Purchasers and/or others into a Corporation with a share capital and borrowing and other powers for the purpose of acquiring the benefit of this agreement from the Purchasers and taking over the water undertaking but this shall be without prejudice to the personal liability of the Purchasers hereunder.

13. The costs charges and expenses properly incurred by the parties hereto and the Company for or in connexion with the promotion or obtaining of the enabling Act shall be borne and paid by the Purchasers.

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A.D. 1913.

14. If the enabling Act shall not receive the Royal Assent on or before the 31st day of December 1913 this agreement shall be void.

15. The Purchasers shall if so required by the Court in the said action find sureties to be approved by the Court for the performance of their obligations hereunder.

16. If the Court so directs the Purchasers shall be at liberty to attend the proceedings in the said action at their own expense until further order. So far as practicable any dispute or difference arising between the parties hereto, in respect of this agreement or anything to be done or paid in pursuance thereof shall be determined by the Court in the said action and the Purchasers shall submit to the jurisdiction of the Court in the said action accordingly.

In witness whereof the Receiver has hereunto set his hand and seal and the Purchasers have caused their common seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by  
the above-named Charles Ry-  
land Beeby in the presence  
of—

C. RYLAND BEEBY.

L.S.

GEORGE FREDERICK SMITH  
4 Finsbury Square

In the county of London  
Clerk to Matthew J. Jarvis  
Solicitor.

The common seal of the Heath-  
field and District Water Co.  
Limited was hereunto affixed  
in the presence of—

Seal of the  
Heathfield and  
District Water  
Co. Limited.

F. H. YOUNG  
W. F. BEAUFORD } Directors.  
O. H. SWANN Secretary.

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THE SECOND SCHEDULE.

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MEMORANDUM OF AGREEMENT made the 9th day of December 1912 between FRANCIS HENRY YOUNG of Stillyans Horeham Road in the county of Sussex and WILLIAM FREDERICK BEAUFORD of The Grange Horeham Road aforesaid on behalf of themselves and all others the Promoters of the Heathfield

and District Water Bill 1913 (herein-after called "the Promoters") of the one part and THE HEATHFIELD AND DISTRICT WATER COMPANY LIMITED (herein-after called "the Limited Company") of the other part. A.D. 1913.

WHEREAS the Promoters have given notice of their intention to promote in the next session of Parliament and are promoting a Bill for the purposes amongst others of incorporating a company (herein-after called "the Statutory Company") with powers to supply water within the parishes of Burwash Etchingham Salehurst Ticehurst Heathfield and Waldron and part of the parish of Hellingly in the county of Sussex and to acquire the lands waterworks mains and other property of the Limited Company and the water undertaking of the Ticehurst and District Water and Gas Company :

And whereas by a conditional agreement made the 16th day of November 1912 between Charles Ryland Beeby of 9 Bucklersbury in the city of London (herein-after called "the Receiver") of the one part and the Limited Company of the other part after reciting that the Ticehurst and District Water and Gas Company had been incorporated by the Ticehurst and District Water and Gas Act 1904 for the purpose amongst others of making waterworks and supplying water within the limits of the parishes of Ticehurst Burwash Etchingham Salehurst and Heathfield in the county of Sussex And that by a judgment of the Chancery Division dated the 22nd day of February 1910 in an action entitled In the matter of the Ticehurst and District Water and Gas Co. between Robert Locke on behalf of himself and all other the holders of debentures of the above-named Company Plaintiff and the Ticehurst and District Water and Gas Company Defendants 1909 T. No. 1500 the said Charles Ryland Beeby had been appointed Receiver of the undertaking of the said Ticehurst and District Water and Gas Company it was agreed that subject to the sanction of the Court in the said action being obtained and subject to the sanction of Parliament being obtained by an Act further referred to in the said agreement as the enabling Act the Receiver should sell and the Limited Company should purchase as a going concern the whole of the water undertaking of the said Ticehurst and District Water and Gas Company for the sum of 9,000*l.* payable as therein mentioned :

And whereas by the said recited agreement it was further provided that the said water undertaking should be ascertained and the sale take effect as and from the date when the sanction of the Court in the said action should be given (therein called "the day of sanction") :

And whereas it was further provided that the sale should be completed at the expiration of three calendar months from the Royal

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A.D. 1913. Assent being given to the enabling Act (therein called the day of transfer) and that from the day of sanction until the day of transfer the business of the said Ticehurst and District Water and Gas Company so far as it related to the water undertaking should be deemed to be carried on for the benefit of the Purchasers and for their own profit and at their own risk and expense :

And whereas the Limited Company agreed to pay within three days of the day of sanction the sum of 900*l.* as a deposit in respect of the said intended purchase of the said water undertaking :

And whereas the Limited Company are the owners of lands waterworks mains and other property and are supplying water within the parishes of Heathfield and Waldron in the county of Sussex :

And whereas the Limited Company has agreed with the Promoters for the sale and transfer to the Statutory Company of all their land waterworks mains pipes and other property and of the benefit of the said recited agreement of the 16th day of November 1912 :

Now in pursuance of such agreement and for the consideration herein-after appearing it is mutually agreed as follows :—

1. The Limited Company shall sell and the Statutory Company shall purchase for the consideration and on the terms and conditions herein-after set out the lands waterworks main pipes works and other assets and conveniences belonging to the Limited Company and also the water undertaking of the Ticehurst and District Water and Gas Company and the benefit of the said agreement of 16th November 1912.

2. Until the transfer by them to the Statutory Company the Limited Company shall maintain and carry on their undertaking and the water undertaking of the Ticehurst and District Water and Gas Company in the ordinary course of business and shall keep maintain and uphold in their present state (fair wear and tear excepted) the works and property included in the said undertakings But the Limited Company shall not without the consent in writing of the Promoters make or enter into any new contract agreement liability or other obligation in respect of either of the said undertakings which shall extend beyond the day of transfer Provided that any capital expenditure made by the Limited Company after the date of this agreement with the consent of the Promoters shall be repaid by the Statutory Company to the Limited Company as part of the consideration for the transfer.

3. The rents and profits accrued or accruing due up to the day of transfer shall be received by the Limited Company who shall apply the same to the discharge of the outgoings debts and pecuniary liabilities properly attributable to revenue account due or incurred to that date and the balance shall be distributed as dividend amongst the shareholders of that Company In the event of there being a deficiency the

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Statutory Company shall make good the same to the Limited Company as part of the consideration for the transfer. A.D. 1913.

4. All debts liabilities contracts and obligations of the Limited Company shall as between the Limited Company and the Statutory Company be taken over and assumed by the Statutory Company and discharged and fulfilled by them and the Statutory Company shall effectually indemnify the Limited Company against all actions suits claims or demands whatsoever in respect thereof.

5. The said undertakings shall be transferred to the Statutory Company at the expiration of three calendar months from the day on which the said Bill shall receive the Royal Assent and the Limited Company will do and concur in all acts and things necessary for vesting in and assuring to the Statutory Company the undertaking of the Limited Company and the water undertaking of the Ticehurst and District Water and Gas Company.

6. The consideration for the transfer shall be the issue by the Statutory Company of fully paid shares to the amount of 2,402*l.* Such shares shall be issued pro rata according to their respective holdings to the shareholders of the Limited Company whose names shall be on the share register at the time of the passing of the Act Provided that if the shares in the Statutory Company shall be of a different denomination to the shares in the Limited Company the Statutory Company shall in lieu of issuing fractional certificates pay cash in respect of any fraction of a share to which a shareholder would otherwise be entitled under this agreement.

7. As part of the consideration for the transfer the Statutory Company shall—

- (a) Repay to the Limited Company the sum of 900*l.* deposited in respect of the conditional agreement of the 16th day of November 1912:
- (b) Pay into Court to the account of the action entitled "Locke &c." the sum of 8,100*l.* being the balance of purchase money due on completion of the sale and purchase of the water undertaking of the Ticehurst and District Water and Gas Company in accordance with the terms of the said agreement of the 16th day of November 1912:
- (c) Pay all reasonable costs charges and expenses of and incidental to the negotiation preparation and execution of the conditional agreement of the 16th day of November 1912 and of the valuation of the water undertaking of the Ticehurst and District Water and Gas Company:
- (d) Pay all reasonable costs charges and expenses of and incidental to the negotiation preparation and execution of this agreement:

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A.D. 1913. in sinking a well whence he has obtained a good supply of water and  
— has prepared plans for waterworks to supply his said estate therefrom:

And whereas the Owner has petitioned against the Bill on the ground amongst other grounds that it makes insufficient provision for the supply of water to his said estate:

And whereas with a view to removing the Owner's objection to the Bill the Promoters have agreed to the terms and conditions herein-after mentioned:

Now it is hereby agreed as follows:—

1. The Owner shall sell and the Promoters shall purchase—

(1) The piece or parcel of land containing two roods or thereabouts whereon the said well is situate more particularly delineated on the plan hereunto annexed and thereon coloured red and marked "Well" together with all the water rights and in the event of the Company not requiring the said well for the purposes of their water supply the Owner shall be entitled to re-purchase the same at a price to be agreed upon or failing agreement to be settled by arbitration under the Lands Clauses Acts:

(2) The easement or right of access thereto from the public road over the lands of the Owner coloured yellow on the said plan:

(3) The piece or parcel of land containing two roods or thereabouts to be used as a reservoir site on the said plan coloured red and marked "proposed site of Reservoir":

(4) The easement or right of laying and maintaining a line or lines of pipe on the said lands coloured yellow from the said well to the public road and thence under the road to the said reservoir at a convenient depth under the surface of the lands of the Owner:

(5) The Owner's plans specifications and estimates prepared for the purpose of supplying water to his said estate.

2. The price payable for the said lands easements or rights and plans shall be—

(1) The value of the said lands together with the easements but without any allowance for the value of the water rights; and

(2) The actual expenditure reasonably incurred by the Owner in sinking the said well and in preparing the said plans estimates calculations and specifications not exceeding the sum of 1500l.:



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*Act, 1913.*

And such price shall be payable as to one half in cash and as to one half in fully paid-up shares of the Company taken at their nominal value. A.D. 1913.

3. Unless the price shall have been agreed within two weeks after the Bill becomes law the determination of such price shall be referred to the arbitrator on the demand of either party and he shall on such demand proceed forthwith to determine the price without any further reference or submission.

4. The purchase shall be completed on the 29th day of September next or on such later date as may be fixed by the arbitrator in his award as to price at the office of Messrs. Rowcliffes Rawle and Company the Owner's solicitors and the Company paying the purchase money so far as payable in cash and doing all things necessary to vest in the Owner the shares representing the balance of the purchase money free from liability shall as from that day be let into possession and up to that day all rates taxes and outgoings shall be apportioned and if from any cause whatever other than wilful default on the part of the Owner the completion of the purchase is delayed beyond that day the purchase money is to bear interest at the rate of five per cent. per annum from that day to the day of actual payment or satisfaction.

5. The Company shall within seven days after the delivery of the abstract send to the said solicitors to the Owner their objections and requisitions (if any) and subject thereto the title is to be deemed accepted and an answer to any objection or requisition is to be replied to in writing within seven days thereof and time is to be deemed of the essence of this clause.

6. The conveyance to the Company is to be prepared by them and at their own expense and the engrossment thereof is to be delivered at the office of the said solicitors to the Owner on a date seven days before the date fixed for completion for execution by the Owner and other necessary parties (if any) and the draft of such conveyance for perusal and approval is to be left at the said office at least seven days before delivery of the engrossment.

7. The Company shall so long as they require to use the same in connexion with their water supply covenant (1) To maintain the occupation road on the said plan coloured yellow together with a gate sufficient to prevent the same becoming dedicated as a highway (2) To put and keep the road and gate in good condition and repair (3) To enclose and keep enclosed the said two pieces of land agreed to be conveyed for the purpose of a well and reservoir respectively with an adequate and sufficient fence and provide gates where necessary and keep the said fences and gates in good and substantial repair (4) Not to use the firstly herein-before described piece of ground for any other purpose than for the making of a well and the erection of a pumping station

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*Act, 1913.*

A.D. 1913. in connexion therewith unless and until the Company shall no longer require such piece of ground for the purposes of their water supply and shall have offered it to the Owner and he shall have declined in writing to purchase the same or the secondly herein-before described piece of ground for any other purpose than for the construction of a reservoir for the purpose of supplying water as aforesaid (5) Not to use either of the said pieces of land or any part thereof for advertising purposes nor so as to be a nuisance annoyance injury or danger to any of the houses or lands adjoining or contiguous thereto or the owners or occupiers thereof for the time being.

8. The Company shall within eight months after the Bill becomes law complete the works necessary to give a constant supply of water to all houses on the Owner's estate and shall supply water to the Owner or such of his tenants as may demand a supply and the Owner shall take a supply of water from the Company for every house hereafter erected on his estate and shall be entitled to demand such a supply at rates not exceeding those specified in the Bill.

9. The Owner shall withdraw his petition and shall not oppose the passing of the Bill but shall support the Bill if requested by the Promoters at their expense.

10. This agreement is subject to any alteration or modification as shall be agreed between the parties and shall be scheduled to the Bill and is made subject to the sanction of Parliament and to such alteration therein either House of Parliament may think fit to make but in the event of either House of Parliament making any material alteration it shall be in the option of either party to withdraw from the same and this agreement shall be sealed with the common seal of the Company as soon as the Company is incorporated by the Bill.

11. If any difference arises between the parties hereto concerning the construction of this agreement or any matter arising out of this agreement such difference shall be referred to the arbitration of an arbitrator appointed failing agreement by the President of the Institute of Surveyors and the Arbitration Act 1889 shall apply to such arbitration.

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

Witness to the signature of  
the above-named William }  
Langham Christie—

W. L. CHRISTIE.

F. D. DIXON-HARTLAND

London M.P.

GEORGE F. GREGORY.

W. B. MARTIN.

THE FOURTH SCHEDULE.

A.D. 1913.

(a) The field or enclosure in the parish of Ticehurst in the rural district of Ticehurst numbered 1240 on the Ordnance maps (scale  $\frac{1}{25000}$ ) published 1898 and 1909 of the said parish and now belonging to and in the occupation of the Ticehurst and District Water and Gas Company on which a well and pumping station and other works have been constructed.

(b) The field or enclosure in the parish of Burwash in the Rural District of Ticehurst numbered 1604 on the Ordnance maps (scale  $\frac{1}{25000}$ ) published 1898 and 1909 of the said parish and now belonging to and in the occupation of the Ticehurst and District Water and Gas Company on which a reservoir and other works have been constructed.

(c) That part of the field or enclosure in the parish of Heathfield in the rural district of Hailsham numbered 850 on the Ordnance map (scale  $\frac{1}{25000}$ ) published 1910 of the said parish now belonging to and in the occupation of the Heathfield and District Water Company Limited on which a reservoir and other works have been constructed.

THE FIFTH SCHEDULE.

2 Edward 7 ch. cxx. The Ticehurst Water Act 1902.

4 Edward 7 ch. lxxx. The Ticehurst and District Water and Gas Act 1904.

THE SIXTH SCHEDULE.

<u>Date of Agreements.</u>	<u>Names of Parties.</u>
5th July 1905 -	- Ticehurst and District Water and Gas Company and Herbert Francis Hayes Newington and Alexander Samuel Lysaght Newington.
28th June 1906	- Ticehurst and District Water and Gas Company and The Guardians of the Poor of the Ticehurst Union.
12th March 1910	- Ticehurst and District Water and Gas Company and Isaac Seligman.
30th May 1910	- Ticehurst and District Water and Gas Company and George J. Courthope.

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*Act, 1913.*

<u>A.D. 1913.</u>	<u>Date of Agreements.</u>	<u>Names of Parties.</u>
	21st September 1910	Ticehurst and District Water and Gas Company and William Footner Foster.
	12th December 1910	Ticehurst and District Water and Gas Company and The Honourable Lady Pakenham.
	14th February 1911	Ticehurst and District Water and Gas Company and Benjamin Leigh Smith.
	18th May 1911	- Ticehurst and District Water and Gas Company and Chas. Ryland Beeby and Capt. Harry Ingram Robinson.
	1911	- Ticehurst and District Water and Gas Company and Chas. Ryland Beeby and Sir Frederick Fison.
	24th February 1912	Ticehurst and District Water and Gas Company and William Footner Foster.

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