

[26 GEO. 5. &  
1 EDW. 8.]

*Uckfield Water  
Act, 1936.*

[Ch. xlii.]



**CHAPTER xlii.**

An Act to confer further powers upon the Uckfield Water Company to extend the limits for the supply of water by the Company and for other purposes. A.D. 1936.  
[29th May 1936.]

**W**HEREAS the Uckfield Water Company (hereinafter referred to as "the Company") were incorporated by the Uckfield Water Act 1888 and by that Act and by the Uckfield Water Order 1902 were empowered to construct works and to supply water within the limits thereby prescribed: 51 & 52 Vict.  
c. lxxxiv.  
2 Edw. 7.  
c. ccviii.

And whereas a statement of the authorised share and loan capital of the Company is set forth in the Third Schedule to this Act:

And whereas it is expedient that the Company should be empowered to acquire certain waterworks and lands and rights in connection therewith and that the limits for the supply of water by the Company should be extended as by this Act provided:

And whereas it is expedient that further powers should be conferred upon the Company with respect to the other matters in this Act contained:

And whereas the objects of this Act cannot be attained 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

A.D. 1936. — Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

## PART I.

## PRELIMINARY.

Short and  
collective  
titles.

51 & 52 Vict.  
c. lxxxiv.  
2 Edw. 7.  
c. ccviii.  
S.R. & O. 1923  
No. 848.

1. This Act may be cited as the Uckfield Water Act 1936 and the Uckfield Water Act 1888 the Uckfield Water Order 1902 the Uckfield Water Company (Modification of Charges) Order 1923 and this Act may be cited together as the Uckfield Water Acts and Orders 1888 to 1936.

Division of  
Act into  
Parts.

2. This Act is divided into Parts as follows :—

Part I.—Preliminary.

Part II.—Waterworks and water supply.

Part III.—Lands.

Part IV.—Administrative provisions.

Part V.—Financial and miscellaneous provisions.

Incorpora-  
tion of  
Acts.

3. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act (namely) :—

10 & 11 Vict.  
c. 17.  
26 & 27 Vict.  
c. 93.

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 section 44 of the Waterworks Clauses Act 1847).

Interpreta-  
tion.

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

“the Company” means the Uckfield Water Company;

“the directors” means the directors of the Company;

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

“the date of transfer” means the date on which the purchase under the scheduled agreement is completed;

“ the transferred works ” means the waterworks lands and rights to be transferred to the Company in pursuance of the scheduled agreement; .A.D. 1936.

“ the limits of supply ” means the limits within which the Company are from time to time authorised to supply water;

“ the extended limits ” means the limits described in the Second Schedule to this Act;

“ the undertaking ” means the undertaking of the Company for the time being authorised;

“ the Act of 1888 ” means the Uckfield Water Act 1888;

“ the Order of 1902 ” means the Uckfield Water Order 1902;

“ the Order of 1923 ” means the Uckfield Water Company (Modification of Charges) Order 1923;

“ the county council ” means the county council of the administrative county of East Sussex;

“ telegraphic line ” has the same meaning as in the Telegraph Act 1878. 41 & 42 Vict. c. 76.

## PART II.

### WATERWORKS AND WATER SUPPLY.

5. The scheduled agreement is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications (if any) as may be agreed between the said parties in writing Provided that no such modification shall be of such a character as to affect the rights or interests of any persons other than the said parties or shall be inconsistent with the provisions of this Act. Confirma-  
tion of  
scheduled  
agreement.

6. Subject to the provisions of this Act the Company may from and after the date of transfer maintain repair remove and renew the transferred works and may alter enlarge and extend the same and shall in respect of those works and the maintenance use regulation and enlargement thereof have the powers and be subject to the provisions of the Act of 1888 as amended by the Order of 1902 and modified by the Order of 1923 Power to  
Company  
to maintain  
transferred  
works.

A.D. 1936. — and of this Act and the Acts incorporated therewith and the said works shall form part of and may be used and employed for all or any of the purposes of the undertaking.

As to  
renewal  
repair or  
alteration  
of certain  
pipes.

7. For the purposes of section 29 (Not to enter on private land without consent) of the Waterworks Clauses Act 1847 the pipes comprised in the transferred works shall be deemed to have been lawfully laid or placed in pursuance of this Act.

Extension  
of limits  
of supply.

8. The limits within which the Company may supply water and exercise the powers conferred upon them by the Uckfield Water Acts and Orders 1888 to 1936 shall extend to and include in addition to their limits of supply as defined by the Act of 1888 and extended by the Order of 1902 the limits described in the Second Schedule to this Act.

Recovery of  
rates in  
extended  
limits.

9. Notwithstanding anything in any conveyance or lease of or any tenancy or other agreement relating to any house or premises which prior to the date of transfer was supplied with water from the transferred works the Company may demand and recover for water supplied by the Company to the owner or occupier of any such house or premises the rates prescribed by section 33 of the Act of 1888 as modified by the Order of 1923.

Special  
terms for  
supplies to  
caravans  
shacks  
huts &c.

10.—(1) Notwithstanding anything in this or any other Act or any Order relating to the Company a person shall not be entitled to demand or continue to receive from the Company a supply of water to any caravan shack hut tent or other like structure unless he has agreed with the Company to take a supply of water by meter and to pay to the Company such minimum charges as will give them a reasonable return on the capital expenditure incurred by them in providing the supply or supplies required by him and will cover other standing charges incurred by them in order to meet the possible maximum demand for his caravan shack hut tent or structure and will yield a reasonable return on the cost of the water consumed or used by him and unless he has secured to the reasonable satisfaction of the Company by way of deposit or otherwise payment of such a sum as may be reasonable having regard to the possible maximum demand of such person for his caravan shack hut tent or structure.

(2) The sum to be so paid and the security to be so given shall be determined in default of agreement by a court of summary jurisdiction who may also order by whom the costs of the proceedings before them shall be paid and the decision of the justices shall be final and binding on all parties. A.D. 1936.

(3) Notwithstanding anything in this section or any other provisions of or incorporated with this Act the Company shall not (unless required so to do by the Minister of Health) begin to supply water to any such caravan shack hut tent or structure as aforesaid if the local authority of the district in which the caravan shack hut tent or structure is situate objects to the supply being given.

(4) For the purpose of ascertaining whether or not the local authority of the district in which the caravan shack hut tent or structure is situate objects to such supply being given the Company shall before affording such supply give to such local authority not less than fourteen days' notice in writing of their intention to do so.

11.—(1) Where a person who takes a supply of water for domestic purposes from the Company otherwise than by measure desires to use any of the water so supplied for—

Charges for  
supplies  
for refri-  
gerating  
apparatus  
&c.

- (a) a water-cooled refrigerating apparatus; or
- (b) any apparatus depending while in use upon a supply of continuously running water; or
- (c) any apparatus used for softening water which requires water for cleaning regenerating motive power or similar purposes;

the Company may if they think fit require that all water so used shall—

- (i) be taken by measure and paid for accordingly and in that event the minimum quarterly charge for the water shall be ten shillings; or
- (ii) be paid for at such rates as may be agreed between such person and the Company.

(2) No charge shall be made under this section in respect of an apparatus used within the premises for which the supply of water is taken for softening water if one such apparatus only is used and the water softened

A.D. 1936. — thereby can be drawn off into a receptacle at one point only and is used solely for purposes for which the domestic rate is paid.

Supply to  
houses  
partly used  
for trade  
&c.

**12.**—(1) The Company shall not be bound to supply with water otherwise than by meter—

- (a) any building used by an occupier as a dwelling-house whereof a part is used by the same occupier for any trade or manufacturing purpose for which water is required; or
- (b) any public institution mental or other hospital (whether public or private) sanatorium school club hotel assembly hall restaurant public-house or inn; or
- (c) any boarding-house capable of accommodating twelve or more persons including the persons usually resident therein.

(2) Where a supply of water to a farmhouse is used for farming purposes the Company may require that the supply for farming purposes shall be taken by meter but nothing in this section shall authorise the Company to refuse a supply of water for domestic purposes to a farmhouse at the authorised rates.

(3) The minimum quarterly charge (exclusive of meter rent) for a supply of water by meter to any of the premises in this section mentioned shall be one-fourth of the annual amount which would be payable according to the scale for the time being in force for a domestic supply furnished to a dwelling-house of the same gross value.

(4) If the owner or occupier of any farm premises within the limits of supply desires a supply of water for farming purposes and lays the necessary communication pipe from such premises to a main of the Company the Company shall supply to such owner or occupier by meter such quantity of water as the owner or occupier may from time to time reasonably require for such farming purposes Provided that the Company shall not be required to supply water under this section at a pressure greater than that to be afforded by gravitation from the reservoir from which such water is supplied nor if and so long as such supply would interfere with the supply of water for domestic purposes within the limits of supply.

[26 GEO. 5. &  
1 EDW. 8.]

*Uckfield Water  
Act, 1936.*

[Ch. xlii.]

(5) Section 44 (Company not bound to supply water in certain cases) of the Act of 1888 is hereby repealed.

A.D. 1936.  
—

**13.**—(1) Where a person who takes a supply of water for domestic purposes desires to use the water for horses or washing carriages or motor cars or for other purposes in stables garages or premises where horses carriages or motor cars are kept the Company may if a standpipe or tap be fixed on such premises charge (except where the water so used is taken by meter) such sum not exceeding ten shillings per annum as they may prescribe and (where more motor cars than one are kept) a further sum not exceeding five shillings per annum for each motor car beyond the first Provided that if a hosepipe or other similar apparatus be used in connection with the said standpipe or tap the Company may charge an additional sum not exceeding fifteen shillings per annum as they may prescribe and (where more motor cars than one are kept) a further additional sum not exceeding five shillings per annum for each motor car beyond the first.

Charges for  
horses and  
washing  
vehicles.

(2) Any sums chargeable under this section shall be in addition to the rates authorised for the supply of water for domestic purposes and shall be recoverable in all respects with and in the like manner as the said rates.

(3) Where water supplied by the Company to a person who takes a supply both for domestic purposes and by meter for trade or other purposes is used by him by means of a standpipe or tap or hosepipe or other similar apparatus for horses or for washing carriages or motor cars or for other purposes in stables garages or premises where horses carriages or motor cars are kept the Company may if they think fit require that all water so used by means of any such standpipe or tap or hosepipe or other apparatus shall be taken by meter and paid for at the rates for the time being in force for the supply of water by meter.

**14.** Where a person who takes a supply of water for domestic purposes desires to use water for a swimming bath or bathing pool the Company may require that all water required for such swimming bath or bathing pool shall be taken by meter and paid for at the rates for the time being in force for the supply of water by meter.

Supplies to  
swimming  
baths and  
bathing  
pools.

A.D. 1936.

Amendment  
of section 35  
of Water-  
works Clauses  
Act 1847.

Supply of  
water by  
Company to  
premises  
outside  
limits of  
supply.

**15.** Section 35 of the Waterworks Clauses Act 1847 shall in its application to the Company be read and construed as if the words "one-eighth part" were substituted therein for the words "one-tenth part."

**16.**—(1) If the owner or occupier of any premises outside the limits of supply desires to obtain from the Company a supply of water the Company may with the approval of the Minister of Health and subject to the provisions of this section and to such conditions (if any) as the said Minister may impose supply water to those premises.

(2) Before an application is made to the Minister of Health for an approval under this section the Company shall obtain the consent of the county council and of the council of the borough or district within whose area the premises are situate and of any undertakers authorised by an Act or Order to supply water within whose limits of supply the premises are situate.

(3) The charge made by the Company for any water supplied for any purpose in pursuance of this section shall not be less than the charge which would be made by the Company for water supplied for a similar purpose within the limits of supply.

(4) Where the Minister of Health has given his approval to a supply of water to any premises by the Company under this section the provisions of the Acts and Orders from time to time relating to the Company shall subject to any necessary modifications apply in relation to the laying of pipes for affording a supply to those premises and otherwise for the purposes of and in relation to that supply as if the limits of supply extended as far as and so as to include the premises in respect of which a supply approved by the said Minister is to be given.

(5) (a) Where the Minister of Health has given his approval to a supply of water to any premises by the Company under this section such approval shall cease to have effect and the powers of the Company under this section shall cease with respect to those premises when the local authority within whose area or the undertakers for the supply of water within whose limits of supply the premises are situate are able and willing to give a



supply of water to such premises and give not less than one month's notice thereof to the Company. — A.D. 1936.

(b) When such local authority or undertakers commence to supply water to any premises in pursuance of this subsection they shall pay to the Company such portion of the expenditure incurred by the Company within the area of the local authority or within the limits of supply of the undertakers as the case may be in giving a supply to the premises as may be agreed or failing agreement as may be determined by arbitration and the provisions of the Arbitration Acts 1889 and 1934 shall apply to any such arbitration.

17.—(1) Where the limits of supply are bounded by or abut upon any street or part of a street wholly outside those limits the Company may for the purpose of supplying water to the owner or occupier of any premises abutting upon that street or part of a street and being within the limits of supply exercise with respect to such street or part of a street outside those limits the like powers of breaking up the same for the purposes of laying maintaining inspecting repairing and renewing pipes as are exercisable by them with respect to streets within the limits of supply subject nevertheless to the observance of the conditions imposed on an exercise of those powers.

As to  
streets  
forming  
boundary  
of limits of  
supply.

(2) The owner or occupier of any premises to which subsection (1) of this section applies may for the purpose of laying any communication pipe or of complying with any obligation to maintain any pipe or apparatus which he is liable to maintain exercise the like power of opening the ground between any main or pipe of the Company and his premises and of opening or breaking up so much of the pavement of the street as shall be between such main or pipe and his premises and any sewer or drain therein as if such street or part of a street were wholly within the limits of supply.

(3) Nothing in this section shall entitle or require the Company to supply water to the owner or occupier of any premises abutting upon any such street and being outside the limits of supply.

(4) In this section the word "street" includes any square court or alley highway lane road thoroughfare or public passage or place.

A.D. 1936.

—  
Maintenance of  
common  
pipe.

**18.** Where several houses or parts of houses in the occupation of several persons are supplied with water by one common pipe belonging to the several owners or occupiers of such houses or parts of houses the said several owners or occupiers shall be liable to contribute the amount of any expenses from time to time incurred by the Company in the maintenance and repair of such pipe and their respective proportions of contributions shall be settled by the engineer of the Company.

As to  
powers for  
preventing  
waste &c.  
of water.

**19.**—(1) The Company may make byelaws for the purpose of preventing 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 connection disconnection alteration and repair of pipes meters cocks ferrules valves soil-pans waterclosets baths cisterns and other apparatus (in this section referred to as “water fittings”) to be used and forbid any arrangements and the use of any water fittings which may allow or tend to waste undue consumption misuse erroneous measurement or contamination 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) In addition to the powers hereinbefore conferred by this section the Company may make byelaws as to the testing and stamping of taps cocks ferrules valves flushing cisterns flushing apparatus and other similar fittings and apparatus and prescribing the charge to be made for such testing and stamping.

23 & 24  
Geo. 5. c. 51.

(4) All such byelaws shall be subject to the provisions contained in subsections (2) (3) (4) (5) (6) (7) and (10) of section 250 and in sections 251 and 252 of the Local Government Act 1933 and those provisions 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 The confirming authority for the purposes of the said section 250 shall be the Minister of Health.

(5) In case of the failure of any person to observe any of the byelaws made in pursuance of subsection (1)

of this section 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 requirement of such byelaws and the reasonable expenses of every such repair replacement or alteration shall be recoverable by the Company from the person in default as the water rates in respect of the premises are recoverable by the Company.

(6) Any person who shall forge or counterfeit any stamp or mark used by the Company or by the authority of the Company for any of the purposes of subsection (3) of this section or who shall use or supply anything marked with any such stamp or mark knowing the same to be forged or counterfeited shall for every such offence be liable to a penalty not exceeding twenty pounds.

(7) Nothing in subsections (1) and (3) of this section or in any byelaw made thereunder shall apply to any water fittings or other similar fittings and apparatus used on any premises (other than premises to which the Company are bound under the Waterworks Clauses Act 1847 to afford a constant supply) which form part of the railway of a railway company so long as such fittings and apparatus do not cause waste undue consumption misuse or contamination of water which is supplied by the Company.

(8) (a) Any regulations of the Company in force at the date of the passing of this Act dealing with the subject matter of byelaws under this section shall continue in force until the first day of January nineteen hundred and thirty-nine or the date of the coming into force of any byelaws made under this section whichever shall first occur and shall be and are hereby annulled as from the earlier of the two last mentioned dates.

(b) From and after the coming into force of any byelaws made under this section the Act of 1888 shall subject to the provisions of subsection (9) of this section be read and have effect as if the word "byelaws" were substituted for the word "regulations" wherever the last mentioned word appears.

A.D. 1936.

(9) Section 36 (Regulations for preventing waste of water) section 37 (Confirmation of regulations) section 38 (Publication of regulations) section 39 (Evidence of regulations) section 40 (For enforcing regulations) section 41 (Penalty for infringement of regulations) and section 42 (Disputes to be determined by justices) of the Act of 1888 are hereby repealed.

Power to  
supply  
fittings.

**20.**—(1) The Company may if requested by any person supplied or about to be supplied by them with water furnish to him or repair or alter but shall not manufacture any such pipes valves cocks cisterns baths meters soil-pans waterclosets or other fittings as are required or permitted by their byelaws and may provide all materials and do all work necessary or proper in that behalf and the reasonable charges of the Company in providing such materials and executing such work shall be paid by the person requiring the same.

(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 person 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.

(3) Nothing in this section shall affect the amount of the valuation for rating of any rateable hereditament.

(4) Section 50 (Power for company to supply apparatus &c.) of the Act of 1888 is hereby repealed.

Stopcocks  
&c. to be  
fitted in  
communi-  
cation  
pipes.

**21.**—(1) In the case of all premises connected after the passing of this Act with the mains of the Company the Company may in cases where the communication pipes are laid by the person requiring the supply or by the Company at his request require such person at the time when the pipes are laid to insert or to have inserted and thereafter to maintain a stopcock (which expression where used in this section shall include the necessary covers or boxes for giving access and protection thereto) in the communication or service pipe from the said

premises in some position to be approved by the road authority in the footway of the street in which such pipe is laid or if there be no footway in a position as near as may be to the premises supplied and if such person fails to comply with such requirement the Company may insert and maintain a stopcock in such communication or service pipe and recover the reasonable expenses incurred by them in so doing from such person as a civil debt. A.D. 1936.  
—

(2) For the purpose of complying with any obligation under this section to insert or to maintain a stopcock and for the purpose of maintaining any existing stopcock in a communication or service pipe from any premises within the limits of supply the person liable 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.

(3) The Company may by agreement with any person liable to insert or to maintain any stopcock and for that purpose authorised to open or break up any street within the limits of supply execute such works on behalf of such person and any expenses incurred by the Company in so doing shall be repaid by the person with whom the agreement is made and shall be recoverable summarily as a civil debt.

**22.** Notwithstanding anything contained in any Act or Order relating to the Company or in any conveyance or lease of or any tenancy or other agreement relating to any house or premises which prior to the date of transfer was supplied with water from the transferred works the Company shall have the exclusive right of executing any work on any of the water mains of the Company for connecting any communication or service pipes therewith and the Company shall on the request of any owner or occupier of any premises who is entitled to be supplied with water by the Company execute on any such main (subject to the provisions so far as applicable of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes) any work and supply all fittings and materials which shall be necessary to connect the communication or service pipe of such owner or occupier

Company  
to connect  
communi-  
cation and  
service  
pipes with  
mains.

A.D. 1936. — therewith and any expenses incurred by the Company in so doing shall be repaid by the owner or occupier so requesting and shall be recoverable as a civil debt.

Separate  
communi-  
cation  
pipes may  
be required.

**23.**—(1) 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 :

Provided that this section shall not apply in the case of a communication pipe which at the passing of this Act is used for the supply of water to more than one house unless and until such communication pipe becomes defective or requires renewal in which event the Company may require that a separate pipe be laid from the main pipe into each house formerly supplied with water by means of that communication pipe.

(2) If the owner of any house supplied with water by the Company when so required in pursuance of the preceding subsection fails within the period of one month after the receipt of such requirement to provide a separate pipe from the main into such house the Company may themselves do the work necessary in that behalf and may recover from such owner the cost incurred by them in so doing summarily as a civil debt.

Opening of  
ground by  
persons  
liable to  
maintain  
pipes &c.

**24.**—(1) For the purpose of complying with any obligations under the Waterworks Clauses Acts 1847 and 1863 to maintain any pipe 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.

(2) The Company may by agreement with any owner or occupier entitled or required to lay maintain repair or remove any communication pipe and for that purpose to open or break up any street execute such works on behalf of such owner or occupier and subject to the terms of the agreement any reasonable expenses incurred by the Company shall be repaid by the owner or occupier with whom the agreement is made and shall be recoverable summarily as a civil debt.

**25.** If in the opinion of the Company any waste of water or injury or risk of injury to person or property is caused or likely to be caused by reason of any injury to or defect in any communication pipe which the Company are not under obligation to maintain it shall be lawful for the Company to execute such repairs to the communication pipe as they may think necessary or expedient in the circumstances of the case without being requested so to do and if any injury to or defect in the communication pipe shall have been found the reasonable expenses incurred by the Company for the purpose of ascertaining the cause of injury or defect and executing the repairs (including the expenses of breaking up filling in reinstating and making good any road pavement or soil for those purposes) shall be recoverable by the Company from the owner of the premises supplied or in cases where the communication pipe is repairable by the occupier of such premises from the occupier in like manner as water rates are recoverable by the Company Provided that except in case of emergency the Company shall not under the powers of this section enter into any house or private premises unless they shall have given to the occupier of such house or premises and (in any case where the communication pipe is repairable by the owner of the said house or premises) to such owner not less than twenty-four hours previous notice of their intention so to enter.

A.D. 1936.  
—  
Power to  
Company  
to repair  
communi-  
cation  
pipes.

**26.**—(1) In the event of any meter used by a consumer of water being proved to register erroneously such erroneous registration shall be deemed to have first arisen during the then last preceding quarter of the year unless it be proved to have first arisen during the then current quarter.

Period of  
error in  
defective  
meter.

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

**27.** The Company by their agents or workmen after notice given or served in manner required by section 49 (Notice before entry) of the Act of 1888 to the occupier or if there is no occupier then to the owner or lessee of

Power to  
remove  
meters and  
fittings.

A.D. 1936. — any house building or land in which any pipe meter or fitting belonging to the Company is laid or fixed and through or in which the supply of water is from any cause other than the default of the Company discontinued for the space of forty-eight hours may enter such house building or land between the hours of nine in the forenoon and four in the afternoon or at any other time with the authority in writing of a justice for the purpose of removing and may remove every such pipe meter and fitting repairing all damage caused by such entry or removal.

Injuring  
meters and  
fittings.

28.—(1) Every person who wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe or any 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 penalty not exceeding five pounds and the Company may in addition thereto recover the amount of any damage by them sustained.

(2) 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 ensuring the proper registering by such meter or other instrument 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 recoverable in the like manner as water rates are recoverable by the Company.



[26 GEO. 5. &  
1 EDW. 8.]

*Uckfield Water  
Act, 1936.*

[Ch. xlii.]

(3) 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.

A.D. 1936.  
—

**29.** Every person who shall wilfully (without the consent of the Company) or negligently close or shut off any valve cock or other work or apparatus belonging to the Company whereby the supply of water shall be interfered with shall (without prejudice to any other right or remedy of the Company) be liable on conviction to a penalty not exceeding five pounds and the Company may in addition thereto recover the amount of any damage sustained by them Provided that this section shall not apply to a consumer closing a valve fixed on his communication pipe which is not also used for the purposes of a supply to any other consumer.

Penalty for  
closing  
valves and  
apparatus.

**30.** Any person being the owner or occupier of any house or building or premises or part of a house or building or premises to or in respect of which he is not for the time being entitled to a supply or the continuance of a supply of water by the Company who shall without the authority of the Company turn on any valve cock or other work or apparatus attached to any service main or pipe connected with any main of the Company and provided or available for the purpose of affording such supply shall be deemed to commit an offence under section 60 of the Waterworks Clauses Act 1847 and that section shall extend and apply accordingly.

Penalty for  
opening  
valves and  
apparatus.

**31.** If a justice is satisfied on complaint by any officer of the Company that any person is quitting or about to quit any premises to which the Company supply water and has failed to pay on demand any rate or sum which may be due from him to the Company and intends to evade payment of that rate or sum by departing from the said premises the justice may (in addition to issuing a summons for non-payment of the rate or sum) issue a warrant under his hand authorising any officer of the Company to seize forthwith and detain the goods and

Recovery  
of rates  
from  
persons  
removing.

A.D. 1936. — chattels of such person until the complaint is determined upon the return of the summons.

For protec-  
tion of East  
Sussex  
County  
Council.

**32.** For the protection of the county council the following provisions shall unless otherwise agreed in writing between the Company and the county council have effect with respect to the exercise by the Company of their powers with reference to water mains pipes and works in or affecting any road or bridge in the limits of supply (that is to say) :—

- (1) In this section unless the context otherwise requires the expressions "road" and "bridge" mean respectively a road and a bridge under the management or control of the county council and the expression "bridge" includes the roadway over any such bridge and the approaches thereto :
- (2) All mains pipes and works of the Company (other than replacements) which may be laid in or along any road or in upon or across any bridge shall be laid in such position (if reasonably possible in or at the side thereof) and at such depth as the county council in writing under the hand of their surveyor may reasonably direct :
- (3) 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 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 any bridge fourteen days instead of three days and in all other cases seven days instead of three days :
- (4) The plan required by section 31 of the last-mentioned Act shall (except as aforesaid) be delivered to the county council or their surveyor by the Company not less than in the case of any bridge fourteen days and in all other cases seven days before the Company commence to interfere with any bridge or to open or break up any road for the purpose of executing any works :

- (5) If the Company in the execution of any works in or affecting any road or bridge shall cause any damage injury or disturbance to such road or bridge and shall have failed to make good all such damage injury or disturbance in accordance with the provisions of the Waterworks Clauses Act 1847 then it shall be lawful for the county council after reasonable notice to the Company of the alleged failure and of the works which 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 reasonably and properly incur in carrying out such works : A.D. 1936.  
—
- (6) Nothing in this Act shall authorise the Company to interfere with the structural part of any bridge without the consent in writing of the surveyor of the county council which consent shall not be unreasonably withheld and may be given upon such conditions (other than a money payment) as the county council or such surveyor may reasonably determine :
- (7) Nothing in this Act shall interfere with any right of the county council to alter the level of or deviate or improve any road in or along which any mains pipes or works of the Company shall have been laid and the Company shall with all reasonable speed after 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 such manner and to such extent as may be agreed or determined by arbitration and the county council shall repay to the Company all expenses reasonably incurred by the Company in complying with the provisions of this section and shall during the alteration deviation or improvement of any such road as aforesaid afford all reasonable facilities to enable the Company to carry temporarily their mains pipes and works along the road so as not to interrupt the continuous supply of water or to diminish the pressure of such supply through such mains or pipes :

A.D. 1936.  
—

- (8) Nothing in this Act shall prejudice or affect the right of the county council at any time to remove alter rebuild widen or repair any bridge in over or near to which any mains pipes or works of the Company are laid or attached in the same manner as they might have removed altered rebuilt widened or repaired such bridge if this Act had not passed and such mains pipes or works had not been laid in over or near to such bridge and if any such bridge in over or near to which any such mains pipes or works are laid or attached be removed altered rebuilt widened or repaired as aforesaid the Company shall (if and so far as it may be reasonably necessary for the purpose of such removal alteration rebuilding widening or repairing) at their own cost alter the position of any such mains or pipes or the works by which the same are laid or attached as aforesaid. Provided that during the removal alteration rebuilding widening or repairing of such bridge the county council shall afford 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 :
- (9) All works of the Company executed after the passing of this Act shall be so executed as not to stop the traffic and (so far as reasonably practicable) not to impede or interfere with the traffic on any road or over any bridge :
- (10) The county council shall not be liable for or in respect of any damage or injury done to any work of the Company by reason of such works being laid at a depth below the surface of any road or bridge insufficient for its protection from injury arising from the reasonable use by the county council of any steam or other roller not exceeding fifteen tons in weight for the repair of such road or of any traction engine not exceeding the weight aforesaid :
- (11) Any difference which may arise between the county council and the Company under this

section and any matter by this section required to be referred to arbitration shall be referred to an arbitrator to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to the reference.

A.D. 1936.  
—

### PART III.

#### LANDS.

**33.** In addition to any lands which the Company are by any other provisions of the Uckfield Water Acts and Orders 1888 to 1936 authorised to acquire the Company may by agreement purchase or take leases of and hold further lands for the purposes of the undertaking or any easement in over or under any such lands or otherwise but the quantity of lands held by the Company in pursuance of this section shall not at any time exceed five acres Provided that the Company shall not create or permit any nuisance on any such lands nor erect any buildings thereon except such as are required for or are connected with or incident to the purposes of the undertaking.

Acquisition  
of lands by  
agreement.

**34.—(1)** For the purpose of protecting against pollution nuisance encroachment or injury any of the waters which the Company are from time to time empowered to take the Company may by agreement purchase take on lease or otherwise acquire any lands easements or rights and may hold such lands and any other lands which they may have acquired for the purposes of the undertaking so long as they shall deem it necessary or expedient for those purposes Provided that the Company shall not create or permit the creation or continuance of any nuisance on any lands acquired under this section 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 the undertaking but the restrictions of this section shall not apply in respect of lands leased or sold by the Company.

Power to  
hold lands  
and  
exercise  
powers for  
protection  
of waters.

A.D. 1936.

(2) The Company may in and upon the lands referred to in subsection (1) of this section construct and lay down drains sewers watercourses catchpits and other works and conveniences necessary or proper for the purpose of intercepting or taking any foul waters arising or flowing upon such lands or necessary or proper for preventing the water which the Company are from time to time empowered to take from being polluted and the Company may for the purposes aforesaid carry any such drain sewer or watercourse under across or along any street or road (not being a county road) subject and according to the provisions of the Waterworks Clauses Act 1847 and this Act with respect to the breaking up of streets for the purpose of laying pipes :

Provided that the Company shall not without the previous consent of the Southern Railway Company exercise the powers conferred on them by this section in respect of any street or road belonging to or repairable by such company but such consent shall not be unreasonably withheld and any question as to whether or not any such consent has been unreasonably withheld shall be referred to and determined by the Minister of Health after consultation with the Minister of Transport.

(3) The Company may make and carry into effect agreements with the owners lessees or occupiers of any lands 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 any waters which the Company are from time to time empowered to take.

Limiting  
powers of  
Company  
to abstract  
water.

**35.** 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.

#### PART IV.

##### ADMINISTRATIVE PROVISIONS.

Meetings of  
Company.  
8 & 9 Vict.  
c. 16.

**36.** Notwithstanding anything in the Companies Clauses Consolidation Act 1845 the future ordinary meetings of the Company shall be held once only in each

year in such month as the directors may from time to time determine. A.D. 1936.

**37.** Notwithstanding anything in the Companies Clauses Consolidation Act 1845 notice of all meetings of the Company whether ordinary or extraordinary may (if the directors so determine) be given by letter sent by ordinary letter post to each shareholder instead of by public advertisement Provided that the letters giving the notice shall be directed according to the registered address or other known address of each shareholder prepaid and posted not later than seven clear days before the date of the meeting In proving that any such notice has been given it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter not later than the time hereby prescribed. Notices of meetings.

**38.** Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845 where several persons are jointly entitled to and registered as holders of any shares or stock in the capital of the Company any one of those persons may vote at any meeting (at which holders of shares or stock of the same class are entitled to vote) either personally or by proxy in respect of such shares or stock as if he were solely entitled thereto but if more than one of the joint holders be present at any meeting personally or by proxy that one of the said persons so present whose name stands first on the register in respect of the shares or stock shall alone be entitled to vote in respect thereof Several executors or administrators of a deceased member in whose name any share or stock stands shall for the purposes of this section be deemed joint holders thereof. Joint holders.

**39.** At any meeting of the Company a majority of votes shall only be required to be proved if a poll be demanded at the meeting and if a poll be not demanded then a declaration by the chairman that the resolution has been carried and an entry to that effect in the book of proceedings of the Company shall be sufficient and conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. Proof of majority of votes only required when poll demanded.

A.D. 1936.

Substitu-  
tion of card  
index for  
share-  
holders'  
address  
book.

40. Notwithstanding anything in section 10 of the Companies Clauses Consolidation Act 1845 the Company may substitute for the shareholders' address book provided under that section a card or other index (of a type to be approved by the auditors of the Company) containing the names and addresses of the several shareholders of the Company and that section in its application to the Company shall be read and have effect accordingly.

Register of  
share-  
holders and  
share-  
holders'  
address  
book.

41. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 it shall not be obligatory upon the Company—

(a) to keep separately a register of shareholders and a shareholders' address book but in lieu thereof the Company may if they think fit keep one register only containing such particulars as are required by the said Act to be entered in the register of shareholders and the shareholders' address book respectively; or

(b) to authenticate by the affixing of their common seal or otherwise the register of shareholders or any register which the Company may keep in lieu thereof under the powers of this section.

Indemnity  
before  
issue of  
substituted  
certificates  
&c.

42. Notwithstanding anything in section 13 of the Companies Clauses Consolidation Act 1845 or in any other enactment the Company shall not be under any obligation to issue a new debenture or mortgage bond or a new certificate of any shares or stock or debenture stock or a new warrant in respect of interest or dividend in lieu of any debenture bond certificate or warrant lost or destroyed or alleged to be lost or destroyed until they have received from the person to whom such new debenture bond certificate or warrant is to be issued such indemnity as the directors may require against any and every claim or expense which may be made against the Company or which the Company may incur in respect of such lost or destroyed debenture bond certificate or warrant or the debenture mortgage share stock debenture stock dividend or interest represented thereby.

Quorum of  
directors.

43.—(1) The quorum of a meeting of the directors shall be two.



(2) Section 20 (Quorum of directors) of the Act of A.D. 1936.  
1888 is hereby repealed. —

44. Notwithstanding anything in the Companies Directors  
Clauses Consolidation Act 1845 no person shall be holding  
office under  
or con-  
tracting  
with  
Company.  
disqualified from being a director by reason of his holding  
any office or place of trust or profit under the Company  
or by reason of his being interested in any contract with  
the Company nor shall any director be required to cease  
from voting or acting as a director by reason of his  
accepting any such office or place of trust or profit or  
becoming interested in any such contract Provided  
that—

(a) in the case of his being or becoming interested in  
any contract with the Company whether such  
interest arises before or after his appointment  
as a director the nature of his interest in the  
contract shall be disclosed by him at the meeting  
of the directors at which the contract is deter-  
mined on if his interest then exists or in any  
other case at the first meeting of the directors  
after the acquisition of his interest or after his  
appointment; and

(b) no director shall as a director vote in respect of  
any such contract and if he does so vote his vote  
shall not be counted but this prohibition shall  
not apply to any contract by or on behalf of the  
Company to give to the directors or any of them  
any security by way of indemnity.

45. Section 19 (Qualification of directors) of the Act As to quali-  
of 1888 shall be read and have effect as if the words fication of  
“ordinary or preference” were inserted before the word directors.  
“shares” therein.

46. If any of the directors shall be made bankrupt Vacation  
or shall go to reside abroad for a longer period than of office of  
twelve months or shall become of unsound mind or shall director.  
neglect to attend the meetings of directors for twelve  
months (unless such neglect to attend be occasioned by  
illness or other reasonable cause allowed by the directors)  
then the office of such director shall become vacant and  
thenceforth he shall cease from voting or acting as a  
director.

A.D. 1936.  
—  
Notice of  
candidature  
of or of  
opposition  
to re-  
election of  
director.

**47.**—(1) Except in the case of a director retiring by rotation and offering himself or being proposed for re-election no person shall be capable of being elected a director at a general meeting of the Company unless notice in writing that such person intends to offer himself or will be proposed for the office of director shall have been given to the secretary or left at the principal office of the Company seven days at least before the day of election and the secretary shall during such seven days and on the day of election keep fixed in some conspicuous place in such office a copy of every such notice so delivered.

(2) In the case of a retiring director notice of opposition to his re-election shall be given in like manner.

(3) No person shall be eligible to be elected a director at any general meeting of the Company unless he shall have been the holder of the qualifying amount of shares or stock for at least two months prior to his election.

Remunera-  
tion of  
secretary.

**48.** In addition to the powers which the directors may exercise under the Companies Clauses Acts 1845 to 1889 they may determine the remuneration of the secretary.

Auditors.

**49.**—(1) It shall be lawful for the Company at any time by resolution passed at a general meeting to decide that the accounts of the Company shall be audited by a single auditor or by a firm of accountants.

(2) No person not being a retiring auditor of the Company shall be eligible to be elected at any general meeting as auditor of the Company unless notice be given to the secretary or left at the principal office of the Company seven days at least before the date of the meeting that such person will be proposed for election as an auditor of the Company. The secretary shall on receipt of any such notice send a copy thereof to the retiring auditor and during such seven days and the day of election keep a copy of the notice fixed in some conspicuous place in the said office.

(3) If any auditor of the Company dies or resigns the directors may appoint another auditor in his place and any auditor so appointed shall hold office until the next ordinary meeting.

PART V.

A.D. 1936.

FINANCIAL AND MISCELLANEOUS PROVISIONS.

**50.**—(1) Section 8 (Additional capital) of the Order of 1902 shall be read and have effect as if the words “one-half” were substituted in subsection (2) thereof for the words “one-fourth.” Additional borrowing power.

(2) All money raised under the said section 8 of the Order of 1902 as amended by this section shall be applied only to the purposes of the Uckfield Water Acts and Orders 1888 to 1936 to which capital is properly applicable.

**51.**—(1) A judge of any court or a justice shall not be disqualified from acting in the execution of any Act or Order from time to time relating to the Company by reason of his being liable to the payment of any water rent meter rent rate or charge. Liability to water rent &c. not to disqualify justices &c.

(2) Section 54 (Liability to water rent not to disqualify justices &c.) of the Act of 1888 is hereby repealed.

**52.** Where the payment of more than one sum by any person is due under any Act or Order from time to time relating to the Company any summons or warrant issued for the purposes of any such Act or Order in respect of that person may contain in the body thereof or in a schedule thereto all the sums payable by him. Contents of summons &c.

**53.**—(1) Penalties imposed under any Act or Order from time to time relating to the Company for one and the same offence shall not be cumulative. Penalties not cumulative.

(2) Section 57 (Penalties not cumulative) of the Act of 1888 is hereby repealed.

**54.** Save as otherwise by this Act expressly provided all offences against any Act or Order from time to time relating to the Company and all penalties forfeitures costs and expenses imposed or recoverable under any such Act or Order or any byelaw made in pursuance thereof may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts. Recovery of penalties &c.

A.D. 1936.  
—  
Recovery of  
demands.

**55.** Proceedings for the recovery of any demand made under the authority of any Act or Order from time to time relating to the Company whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in an action founded on contract or tort.

Repeal.

**56.** The following provisions of the Act of 1888 are hereby repealed:—

The definitions of “superior courts” and “court of summary jurisdiction” in section 3 (Interpretation of terms);

Section 51 (Incoming tenant not liable for arrears);

Section 55 (Contents of summons &c.);

Section 56 (Costs of distress).

Costs of  
Act.

**57.** All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company and may in whole or in part be charged against revenue.

The SCHEDULES referred to in the  
foregoing Act.

A.D. 1936.

---

THE FIRST SCHEDULE.

---

THIS AGREEMENT is made the fourth day of November one thousand nine hundred and thirty-five between WILLIAM HENRY ABBEY of Sedgwick Park Horsham in the county of Sussex esquire (hereinafter called "the Vendor") of the one part and THE UCKFIELD WATER COMPANY whose principal office is at Uckfield in the county of Sussex (hereinafter called "the Company") of the other part.

Stamp.

Ten  
Shillings.

WHEREAS :—

(1) The Company is a statutory company incorporated by the Uckfield Water Act 1888 and is authorised by that Act and by the Uckfield Water Order 1902 to supply water within certain limits which include (inter alia) part of the parish of Maresfield in the rural district of Uckfield in the county of Sussex :

(2) The Vendor is the owner of certain waterworks (hereinafter called "the said waterworks") situate in Maresfield Park in the said parish of Maresfield and has for some years past been supplying water therefrom to certain houses and premises situate in the said parish :

(3) The majority of the houses and premises which the Vendor has been supplying with water as aforesaid are situate within that part of the said parish of Maresfield in which the Company are authorised as aforesaid to supply water :

(4) The Vendor has agreed to sell and the Company have agreed to purchase the said waterworks and other property and rights belonging to the Vendor upon the terms and subject to the conditions hereinafter contained :

(5) The Company intend to promote in the session of Parliament of 1935-1936 a Bill (hereinafter referred to as "the Bill") to be intituled the Uckfield Water Bill in order to obtain (inter alia) the necessary power to purchase the said waterworks property and rights and it is intended that this agreement shall be scheduled to the Bill with a view to the same being thereby confirmed by Parliament and made binding upon the parties hereto :

A.D. 1936.

Now it is hereby mutually agreed by and between the Vendor and the Company as follows :—

1. Subject to the provisions of this agreement the Vendor shall sell and the Company shall purchase the property next hereinafter mentioned (hereinafter called "the said property") (that is to say) :—

(a) The unincumbered fee simple in possession (subject however as hereinafter mentioned) in—

First the pieces of land with the buildings thereon tank and property specified in the First Schedule hereto ;

Secondly the property rights easements liberties and privileges specified in the First Part of the Second Schedule hereto which were excepted and reserved respectively out of the conveyances mentioned in the Second Part of such schedule ;

And thirdly the property rights easements liberties and privileges specified in the Third Schedule hereto ;

(b) The benefit (so far as the Vendor can assure the same and so far as they have hitherto been enjoyed in connection with the land hereby assured) of any rights over the adjacent lands forming part of Ashdown Forest Subject however to any liabilities connected therewith so far as such rights and liabilities relate to the property hereby conveyed ;

(c) The benefit of all agreements and covenants as to or concerning the sale or supply of water by the Vendor to which the Vendor or his predecessors in title is a party existing on the day of transfer (as hereinafter defined) but subject to the obligations of the Vendor in respect of the said agreements.

2. There shall be excepted out of the said property specified in clause 1 (a) hereof any easement or right of light or air which may restrict or interfere with the free use of any adjacent land (whether retained by the Vendor or not) for building purposes and such property is sold and will be conveyed subject to the rights easements liberties and privileges specified in the Fourth Schedule hereto which were granted in and by the conveyances mentioned in the Second Part of the said Second Schedule so far as the same affect the said property and are still subsisting and capable of being enforced.

3. The consideration for the sale of the said property to the Company shall be the payment by the Company to the Vendor of the net sum (in cash) of two thousand two hundred and fifty pounds The Company shall also pay the cost of promoting the

[26 GEO. 5. &  
1 EDW. 8.]

*Uckfield Water  
Act, 1936.*

[Ch. xlii.]

said Bill and all legal expenses connected therewith and also the costs and fees of the Company's solicitors surveyor and engineer in reference to this agreement and otherwise The Vendor will pay his own solicitors' surveyor's and engineer's costs and fees.

A.D. 1936.

4. The purchase shall be completed at the offices of Messrs. FitzHugh Woolley Baines and Company of 3 Pavilion Parade Brighton the solicitors to the Vendor within three months after the Royal Assent has been given to the Bill (which said day on which the completion of the purchase shall take place is hereinafter called "the day of transfer") and thereupon the Vendor shall execute all deeds and documents and do all things reasonably required by the Company for carrying into effect the sale and purchase and for duly transferring to and vesting in the Company the said property free from all debts liabilities obligations and incumbrances affecting the same (save as hereinbefore mentioned) and for letting the Company into possession thereof and giving them the full benefit of this agreement and shall procure the execution of such deeds and documents by all other (if any) necessary parties The conveyance of the property first mentioned in clause 1 (a) hereof shall contain (inter alia) a covenant by the Vendor for himself and his successors in title not to use or permit to be used his property adjoining the premises and being enclosures numbered 856 861 862 863 885 886 887 (other than the cottages and gardens comprised therein) 888 1014 1017 and 1020 in the said parish of Maresfield on the 1/2500 Ordnance map of Sussex sheet number XXVII.8 (edition of 1910) and sheet number XXVII.12 (edition of 1931) in any manner which may in any way pollute damage or interfere with the waters of the spring situate in the enclosure numbered 1019a in the said parish of Maresfield on the 1/2500 Ordnance map of Sussex sheet number XXVII.12 (edition of 1910) (such enclosure being the land which for the purpose of identification only is delineated and coloured pink on the plan annexed hereto) or any of the said waterworks or the efficient working thereof Such covenant shall be so framed as on the one hand to bind into whosoever hands the same may come the said enclosures numbered 856 861 862 863 885 886 887 (other than as aforesaid) 888 1014 1017 and 1020 and on the other hand to enure for the benefit of and to protect the said property first mentioned in clause 1 (a) hereof The said conveyance shall also contain a covenant by the Company with the Vendor to at all times maintain in good condition and repair a post and wire or barbed wire fence along the boundaries of the pieces of land secondly described in the First Schedule hereto and also to at all times keep indemnified the Vendor and his estate and effects against all actions claims and demands on account of the breach or non-performance of any covenants or agreements or grants by the Vendor in regard to the supply of water from the said water undertaking.

A.D. 1936.  
—

5. The Vendor shall be entitled to all the rents and profits accrued due in respect of the said property or his water undertaking up to the day of transfer and shall discharge all trade accounts outgoings and liabilities (except as herein otherwise provided for) up to that day and shall indemnify the Company therefrom and as from the day of transfer the Company shall be entitled to all such rents and profits and shall discharge all such accounts outgoings and liabilities. The said rents profits and outgoings shall as far as necessary be apportioned. The Vendor shall have and may exercise after the day of transfer all such rights as the Vendor may have and as may be requisite for ascertaining and enforcing payment of all moneys which on that day may be due to him.

6. The Vendor shall until the day of transfer carry on and manage his said water undertaking according to his usual course of business and shall uphold maintain and keep the said property the subject of this sale in its present state and condition (reasonable wear and tear and accidents and strikes of workmen excepted) and shall continue to keep proper accounts. Provided always that the Vendor shall not without the previous consent in writing of the Company contract make or enter into any new liability contract agreement or other obligation in respect of his said water undertaking except such as may be necessary in the ordinary course of the proper conduct thereof and with the intention of benefiting the same.

7. (a) The Vendor shall if required by the Company deliver to the Company's solicitors Messrs. Dawson & Hart of Uckfield an abstract of his title to the lands included in the said property the root of title to consist of an order of the Chancery Division of His Majesty's High Court of Justice dated the tenth day of May one thousand nine hundred and fifteen (1914 MB191) in the matter of the Trading with the Enemy (Amendment) Act 1914 and in the matter of Alexander Prince Munster of Derneburg an enemy within the Act.

(b) The Company may deliver requisitions or objections in respect of the title and all other matters arising upon the abstract (if any) to the Vendor's said solicitors within fourteen days after the day of the delivery of the abstract and the replies to answers within seven days after the receipt thereof and in these respects time shall be of the essence of the contract. In default of and subject only to any such requisitions or objections so made the Company shall be deemed to have accepted the title.

(c) If the Company shall insist on any requisitions or objections of any kind which the Vendor shall be unable or on the grounds of expense or other reasonable grounds be unwilling to remove or comply with the Vendor may (notwithstanding any intermediate negotiation in respect thereof) give notice in



writing to the Company or its solicitors of the intention of the Vendor to rescind this contract unless such requisition or objection shall be withdrawn and if such notice shall be given and the requisition or objection shall not be withdrawn within seven days after the day on which the notice was sent this contract shall without further notice be rescinded. Provided that this subclause does not apply to matters which under sections 42 and 125 (as amended) of the Law of Property Act 1925 a purchaser has (notwithstanding any stipulation) a right to insist upon.

A.D. 1936.  
—

8. The Vendor shall on the actual completion of the purchase deliver to the Company all current account books deeds and other documents which relate solely to the water undertaking of the Vendor and are necessary for the proper conduct of the said undertaking.

9. The Company shall on paying the purchase money mentioned in clause 3 hereof be entitled to possession of the said property as on the day of transfer and if from any cause (other than the wilful default of the Vendor) all or any part of the aforesaid sum of two thousand two hundred and fifty pounds forming the consideration for the sale or of any other sums payable by the Company on the day of transfer shall not be paid on that day the Company shall pay to the Vendor interest at the rate of four pounds per centum per annum on the moneys so remaining unpaid from the day of transfer until actual payment thereof.

10. The Company shall use their best endeavours to obtain by means of the Bill such statutory authority as may be necessary (inter alia)—

(a) to extend (conditionally on this agreement being carried into effect) the statutory limits of water supply of the Company so as to include therein such houses and premises as are now being supplied with water by the Vendor by means of the said waterworks and which are outside the Company's present limits of supply (hereinafter referred to as "the proposed extended limits"); and

(b) to carry this agreement into effect.

The Vendor at the cost of the Company shall aid and assist the Company in obtaining the said intended statutory authority and in furtherance of this object shall supply to the Company such information particulars and evidence in the possession of the Vendor or of his solicitors or any of his agents or servants as the Company may reasonably require and the Vendor at the same cost shall support the Bill by evidence or otherwise if need be.

A.D. 1936.  
—

The Bill as deposited in Parliament shall provide (inter alia) for the exercise by the Company within the proposed extended limits of the powers conferred upon the Company by the Acts and Orders of the Company (including the Bill when the same shall become effective) and for such Acts and Orders and the Acts incorporated therewith respectively and all byelaws and regulations made thereunder having effect and being for all purposes in full force within the proposed extended limits.

The Company shall be entitled to include in the Bill such other provisions of whatsoever nature as they think fit.

11. This agreement is subject to statutory authority sanctioning the same or enabling the same to be carried into effect and sanctioning the said extension of water limits being obtained by means of the Bill and also to—

- (i) This agreement and the promotion of the Bill being confirmed by the shareholders of the Company in general meeting pursuant to the standing orders of Parliament; and
- (ii) The Bill (or so much thereof as relates to the subject-matter of this agreement) being passed by both Houses of Parliament; and
- (iii) Such alterations as may be made by Parliament therein and in the Bill but in the event of either House of Parliament making any material alteration in this agreement or in the Bill to the prejudice of either party either the Company or the Vendor may upon giving notice in writing to the other withdraw from this agreement and in such case or if such confirmation by the shareholders shall not be obtained or if the Bill shall not be passed this agreement shall be void and of no effect and in the event of either House of Parliament requiring that any restriction or condition be imposed upon the Company or the Vendor in relation to the subject-matter of this agreement to which either party shall be unwilling to submit it shall be lawful for either party by notice in writing to the other at any time to cancel this agreement.

12. On and from the obtaining of such statutory authority as aforesaid sanctioning or giving effect to this agreement the duly authorised officer or officers of the Company shall have access to the offices of the Vendor or of his agents or solicitors during office hours and may inspect the current account books deeds and documents of the Vendor relative to his water undertaking and make themselves acquainted with the affairs of that undertaking preparatory to the completion of the purchase of the said property on the day of transfer and the Vendor

shall give to the said officer or officers of the Company such assistance and information relating to such affairs as they may require for the proper conduct of the undertaking. A.D. 1936.

13. In the event of this agreement being given effect to nothing therein contained shall prevent the Company from at any time or times after the day of transfer making such application as they think fit to Parliament the Minister of Health or other competent authority for further statutory powers or for the extension alteration or amendment of their existing statutory powers in relation to the supply of water or prejudice or affect them in relation thereto.

14. Inasmuch as certain of the houses and premises which the Vendor is now supplying with water by means of the said waterworks are so supplied by him free of any charge therefor such charge being included in the rent which the Vendor receives from such houses and premises as the landlord thereof the Vendor shall not if and when the Company shall supply water to such houses and premises and make a separate charge thereon for water so supplied hold the Company liable to compensate him for any reduction in rent which the tenants of such houses and premises may claim from the Vendor by reason of such separate charge And the Vendor shall indemnify the Company from any claims or demands that may be made by such tenants on account of such separate charge This clause shall remain in full force and effect after and notwithstanding the completion of the purchase of the said waterworks as part of the said property hereby agreed to be sold and purchased.

15. If any question difference or dispute shall arise with reference to this agreement or the construction thereof or as to anything herein contained or as to anything not fully provided for or as to the rights liabilities or duties of either party hereunder the same shall be referred to and determined by two arbitrators one to be appointed by each party or their umpire to be agreed upon between the arbitrators or failing agreement appointed by the Minister of Health on the application of either party after notice in writing to the other and the provisions of the Arbitration Act 1889 or any statutory modification thereof shall apply to such reference and determination and to this agreement as if it were a submission to arbitration under that Act.

In witness whereof the Vendor has hereunto set his hand and seal and the Company have caused its common seal to be hereunto affixed the day and year first above written.

A.D. 1936.

The FIRST SCHEDULE hereinbefore mentioned.

First all that piece of land situate and being the enclosure numbered 1019a in the parish of Maresfield on the 1/2500 Ordnance map of Sussex sheet number XXVII.12 (edition of 1910) containing .262 acres situate in the said parish of Maresfield in the county of Sussex and for the purpose of identification only delineated on the plan annexed hereto and thereon coloured pink Together with the pump house thereon erected and Secondly all that piece of land situate in the parish of Maresfield aforesaid being the enclosure numbered 1024a in the said parish on the same Ordnance map and sheet comprising the reservoir thereon and containing .240 acres and also all those two pieces of land adjoining the same being parts of the enclosures numbered 1024 and 1025a (part Kingsfield Wood) in the said parish on the same Ordnance map and sheet and containing respectively .220 and .700 acres which said pieces of land are for the purpose of identification only delineated on the said plan and thereon coloured blue Together with the raised tank in the north-west corner of the enclosure numbered 1023 in the said parish on the same Ordnance map and sheet which is used in connection with the Maresfield Park water supply system together with all necessary rights of support therefor and access thereto The piece of land Ordnance number 1024 is subject to a right of way for all purposes twelve feet wide along the northern boundary of and adjoining the fence of the reservoir granted to one George St. Alban Jellicoe by deed dated the seventeenth day of September one thousand nine hundred and twenty-eight such right being determinable by three months notice in writing on either side.

The SECOND SCHEDULE hereinbefore mentioned.

## FIRST PART

The main body of the Maresfield Park water supply system (and herein the expression "the Maresfield Park water supply system" means the whole of the existing water supply system connected with the spring or springs in the enclosure numbered 1019a in the parish of Maresfield on the 1/2500 Ordnance map of Sussex sheet number XXVII.12 (edition 1910) and serving in particular Maresfield Park and the mansion and other buildings therein inclusive of any spring or springs connected therewith and the channels and sources of such spring or springs and any reservoir pipes and other works and apparatus thereto belonging situate on the lands which for the purpose of identification only are edged grey red purple green brown and yellow on the said plan and the expression the "main body of the Maresfield Park water supply system" means the whole of the Maresfield Park water supply system (except as to the land edged grey any

[26 GEO. 5. &  
1 EDW. 8.]

*Uckfield Water  
Act, 1936.*

[Ch. xlii.]

A.D. 1936.

portion of such system lying in on or under such land and as to the said lands edged red purple green brown and yellow except any cisterns pipes taps and fittings therewith connected actually inside any buildings on such lands and exclusively serving such building) together with all the land surrounding the water pipes now comprised in the Maresfield Park water supply system within a radius of eighteen inches from the centre of such pipes respectively and together with the right at any time within twenty years from the thirty-first day of December one thousand nine hundred and twenty-five to lay new lines of water pipes through across or under the said lands edged red purple green brown and yellow or any part thereof (but as regards the lands edged red and purple such new lines of water pipes shall be laid within a distance of six feet of the existing water pipes and on the side thereof which the owners of the said lands edged red and purple or the persons deriving title under them may think fit) and as regards the said lands edged green brown and yellow along such courses as the Company or the persons deriving title under them may think fit but as to all the said lands edged red purple green brown and yellow so that such lines of pipes shall not be within two feet of the surface and to connect the same with the Maresfield Park water supply system at any such point or points whether within two feet of the surface or not as they may think fit and from thenceforth to have the land surrounding such new water pipes within a radius of eighteen inches from the centre of such pipes respectively and together with all necessary or proper rights powers and easements for the Company and the persons deriving title under them and all others by their permission of using enjoying preserving maintaining and extending the Maresfield Park water supply system and the works and apparatus of the Maresfield Park water supply system including any extensions thereof or any part thereof and of thereby taking keeping carrying and distributing water and of regulating the supply of water thereby and of inspecting cleansing repairing relaying renewing and enlarging the same respectively and for the purposes aforesaid of entering upon and passing and repassing over the said lands edged grey red purple green brown and yellow to and from such system and the works and apparatus thereof and any part thereof whether by a defined track or not and of digging excavating or doing any other necessary work on any such lands with or without workmen servants or agents and horses carts or motor or other vehicles causing as little damage as practicable and making reasonable compensation for all damage done or caused thereby.

2. The right for the Company and the persons deriving title under them and all others by their permission of using enjoying preserving and maintaining the tank referred to in the First Schedule hereto and of inspecting cleansing repairing relaying

A.D. 1936. — renewing and enlarging the same and for the purposes aforesaid of entering upon and passing and of repassing over the said land edged green on the said plan to and from the said tank Provided that no enlargement of the said tank shall be made which will require a greater quantity of land or increased support than is required by the present tank.

3. The right for the Company and the persons deriving title under them and their tenants and licensees in connection with the land coloured blue on the said plan at all times and for all purposes to pass and repass to and from such land and any part thereof over the lane or roadway shown on the plan between the points thereon marked O and T and between the points thereon marked T and H with or without workmen servants or agents and horses cattle and other animals and carts or motor or other vehicles subject to the payment of a fair proportion of the cost of upkeep of the said roadways O and T and T and H.

4. All other property rights easements liberties and privileges (if any) to which the Vendor may be entitled in respect of the Maresfield Park water supply system (either under the conveyances specified in the Second Part of this Schedule or otherwise howsoever) Together with (so far as the same may not be comprised in the foregoing descriptions) all the estate and interest (if any) of the Vendor in the pipes laid under the land now or formerly comprising Maresfield Park by the War Department and connected or formerly connected with the Maresfield Park water supply system and the cisterns taps and fittings and other apparatus used therewith.

## SECOND PART.

Date of conveyance.	—	Purchaser.
21st March 1925	- Conveyance of Flitterbanks Farm edged grey on the plan.	William H. Abbey.
22nd July 1926	- Conveyance of the lands edged red on the plan.	A. W. Turner.
21st June 1926	- Conveyance of the lands edged purple on the plan.	J. H. Bond.
26th January 1927	- Conveyance of the lands edged green on the plan.	F. H. Forrester.
26th January 1927	- Conveyance of the lands edged brown on the plan.	F. Wadsworth.
26th January 1927	- Conveyance of the lands edged yellow on the plan.	A. H. Daniel.

[26 GEO. 5. &  
1 EDW. 8.]

*Uckfield Water  
Act, 1936.*

[Ch. xlii.]

The THIRD SCHEDULE hereinbefore mentioned.

A.D. 1936.

---

---

Such portion of the Maresfield Park water supply system as lies in on or under the said land edged grey on the said plan (except any cisterns pipes taps and fittings therewith connected actually inside any farm or dwelling-house on such land and exclusively serving such farm or dwelling-house) together with all that land surrounding the water pipes now in on or under the said land edged grey within a radius of eighteen inches from the centre of such pipes respectively and together with the right at any time within twenty years from the date hereof to lay new lines of water pipes through across or under the said land edged grey or any part thereof along such courses as the Company and the persons deriving title under them may think fit and to connect the same with the Maresfield Park water supply system at such point or points as the Company may think fit and from thenceforth to have the land surrounding such new water pipes within a radius of eighteen inches from the centre of such pipes respectively and together with all necessary or proper rights privileges and easements for the Company and the persons deriving title under them and all others by their permission of using enjoying preserving maintaining and extending such part of the Maresfield Park water supply system as lies under the said land edged grey including any extensions thereof or any part thereof and of thereby taking keeping carrying and distributing water and of regulating the supply of water thereby and of inspecting repairing cleansing relaying renewing and enlarging the same respectively and for the purposes aforesaid of entering upon and passing and repassing over the said land edged grey whether by defined track or not and of digging excavating or doing any other necessary work on any such lands with or without workmen servants or agents and horses carts or motor cars or other vehicles causing as little damage as practicable and making reasonable compensation for all damage caused or done thereby.

---

A.D. 1936.

The FOURTH SCHEDULE hereinbefore mentioned.

The right for the owners and occupiers of the said lands edged grey red purple green brown and yellow or any part thereof and the persons deriving title under them the owners and occupiers for the time being thereof to have supplies of water to the same extent as previously to the fourteenth day of September one thousand nine hundred and fourteen by means of the main body of the Maresfield Park water supply system on the condition that so long as the Company or other the owner for the time being of the main body of the Maresfield Park water supply system shall continue to undertake the maintenance of the same and the works and apparatus thereof and the supply of water thereby the owner or owners occupier or occupiers for the time being of the said lands edged grey red purple green brown and yellow or any part thereof shall be entitled to draw such supplies of water as aforesaid upon such terms and subject to such conditions as to payment at a rate not exceeding one shilling and six pence per one thousand gallons or otherwise as may be reasonably required by such owner of the main body of the Maresfield Park water supply system but that if at any time such owner of the main body of the Maresfield Park water supply system shall cease to undertake the maintenance of the same and the works and apparatus thereof and the supply of water thereby the owner or owners occupier or occupiers for the time being of the said lands edged grey red purple green brown and yellow or any part thereof shall be entitled to take such supplies of water as aforesaid from the said spring or springs on the enclosure numbered 1019a in the parish of Maresfield on the 1/2500 Ordnance map of Sussex sheet number XXVII.12 (edition of 1910) by means of the main body of the Maresfield Park water supply system or any part thereof without any payment therefor :

Provided always that the owner for the time being of the main body of the Maresfield Park water supply system shall not be bound to continue to undertake the maintenance of the same or the works and apparatus thereof or the supply of water thereby and shall not be under any liability in respect of any cessation or deficiency of supplies of water by means of such system by reason of any failure or deterioration of the spring or springs supplying the same or the channels or sources thereof or by reason of any breakdown or stoppage in such system or any works or apparatus connected therewith and the Company shall cease

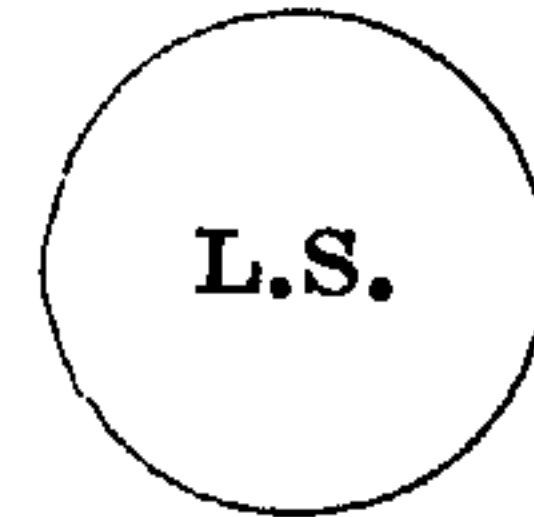


to be responsible or liable in any way in respect of the supplies of water by means of the main body of the Maresfield Park water supply system after they shall have ceased to have any interest therein.

A.D. 1936.  
—

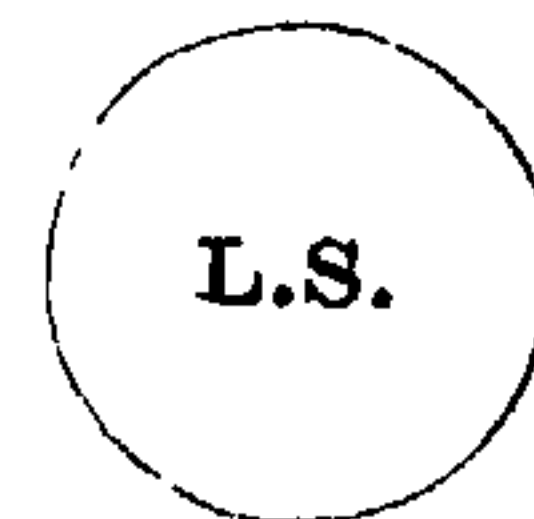
Signed sealed and delivered by the  
said WILLIAM HENRY ABBEY in } (Sgd.) W. H. ABBEY  
the presence of

A. SAUNDERS GUNN  
Solicitor  
Brighton.



The common seal of THE UCKFIELD  
WATER COMPANY was hereunto }  
affixed in the presence of

G. A. WARBURTON  
JOHN R. DOREN DITCH  
Directors.



---

THE SECOND SCHEDULE.

---

EXTENDED LIMITS.

County of East Sussex :—

In the rural district of Uckfield—

So much of the parish of Maresfield as is not immediately before the passing of this Act within the limits of supply and as lies within a radius of 2300 feet drawn from the northernmost corner of the embankment of the reservoir forming part of the transferred works and being the enclosure numbered 1024a in the said parish on the 1/2500 Ordnance map of Sussex (East) sheet No. XXVII.12 (edition of 1931).

---

A.D. 1936.

THE THIRD SCHEDULE.

CAPITAL OF THE COMPANY AUTHORISED BY THEIR PREVIOUS ACTS AND ORDERS AS AT  
31ST DECEMBER 1935.

(A) SHARE CAPITAL.

Act or Order authorising.	Description.	Maximum dividend authorised.	Nominal capital issued.	Premiums received.	Remaining to be issued.	Total authorised.
1888	Ordinary (£10 shares)	—	£ s. d. 5,000 0 0	£ s. d. —	£ s. d. —	£ s. d. 5,000 0 0
1902	Ordinary or -	7 per cent. ordinary -	1,000 0 0	—	17,048 0 6	25,000 0 0
	Preference (£10 shares)	5 per cent. preference	6,940 0 0	11 19 6		
			12,940 0 0	11 19 6	17,048 0 6	30,000 0 0

(B) LOAN CAPITAL.

Act or Order authorising.	Description.	Amount borrowed.	Remaining to be borrowed.	Total authorised.
1888	Mortgages - - - -	£ s. d. 1,150 0 0	£ s. d. 100 0 0	£ s. d. 1,250 0 0
1902	Mortgages - - - -	—	1,985 0 0	1,985 0 0
		1,150 0 0	2,085 0 0	3,235 0 0

Printed by EYRE AND SPOTTISWOODE LIMITED

FOR

SIR WILLIAM RICHARD CODLING, C.B., C.V.O., C.B.E., the King's Printer of Acts of Parliament

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:  
 Adastral House, Kingsway, London, W.C. 2; 120 George Street, Edinburgh 2;  
 York Street, Manchester 1; 1 St. Andrew's Crescent, Cardiff;  
 80 Chichester Street, Belfast;  
 or through any Bookseller

