ANNO DECIMO SEXTO

# VICTORIÆ REGINÆ.

************************************************

## *Cap.* XXV.

**An Act for better supplying with Water the Parishes of *Brighton, Hove,* and *Preston* in the County of *Sussex*. [14th *June* 1853.]**

WHEREAS the Parishes of *Brighton, Hove,* and *Preston* in the County of *Sussex* are not at present sufficiently supplied with Water, and the making of Waterworks for effectually supplying the same would be of great Benefit: And whereas the Parties herein-after named, together with others, are willing to carry such Undertaking into execution; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 16. & 18. incorporated with this Act.

I. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Consoli-

*The Brighton, Hove, and Preston Constant Service Waterworks Act*, 1853.

Consolidation Act, 1847," shall be incorporated with and form Part of this Act.

"Quarter Sessions."

II. The Expression "Quarter Sessions" in this and the said incorporated Acts shall be construed to mean the Quarter Sessions for the County of *Sussex* holden at *Lewes*.

Short Title.

III. In citing this Act for any Purpose it shall be sufficient to describe it as "The *Brighton, Hove, and Preston* Constant Service Waterworks Act, 1853."

Limits of Act.

IV. The Limits of this Act shall comprise and include the Parishes of *Brighton*, *Hove*, and *Preston*, and the Neighbourhood thereof, in the County of *Sussex*.

Subscribers incorporated.

V. *William Beedham*, *William Kirkpatrick*, *Isaac Sewell*, *Peter Richard Wilkinson*, *Isaac Gray Bass*, and *William Blaber*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, and Lands within the said Limits, and for making Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Brighton, Hove, and Preston* Constant Service Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained.

Amount of Capital.

VI. The Capital of the Company shall be Sixty thousand Pounds.

Shares.

VII. The Number of Shares into which the said Capital shall be divided shall be Six thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

VIII. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and Two Third Parts of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any

any Share, and that Two Months at the least shall intervene between successive Calls.

Power to borrow Money on Mortgage.

IX. It shall be lawful for the Company to borrow on Mortgage or Bond any Sums of Money not exceeding in the whole the Sum of Twenty thousand Pounds, but no Part of such Sum shall be raised until the whole of the said Capital or Sum of Sixty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Arrears to be enforced by Appointment of a Receiver.

X. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Monies not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Ten thousand Pounds in the whole.

First and other Meetings.

XI. The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of the Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *December* and *June* in every Year, and the first of such Ordinary Meetings shall be held in *Brighton*.

Quorum of General Meetings.

XII. The Quorum for any General Meeting of the Company shall be not less than Five Shareholders holding in the aggregate not less than Two thousand five hundred Pounds in the Capital of the Company.

Number of Shareholders to convene Extraordinary Meetings.

XIII. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Five Shareholders holding in the aggregate not less than Two thousand five hundred Pounds in the Capital of the Company.

Number and Qualification of Directors.

XIV. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Ten; and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Power to reduce the Number of Directors.

XV. It shall be lawful for the Company from Time to Time to reduce the Number of Directors of the Company, but the whole Number of Directors after such Reduction shall not be less than Five.

First Directors.

XVI. *William Beedham*, *William Kirkpatrick*, *Isaac Sewell*, *Peter Richard Wilkinson*, *Isaac Gray Bass*, *William Blaber*, *Thomas Crunden*,

*The Brighton, Hove, and Preston Constant Service Waterworks Act*, 1853.

*Crunden*, *John Yearsley*, *Frederick Wright*, and *Arthur Hill Hull* shall be the First Directors of the Company.

Committees of Directors.

XVII. The Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three nor more than Five.

Power to make Waterworks according to deposited Plans.

XVIII. And whereas Plans and Sections showing the Line and Levels of the Waterworks, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands in or through which the same are intended to be made or to pass, have been deposited with the Clerk of the Peace of the County of *Sussex*: It shall be lawful for the Company, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, to make and maintain the said Waterworks in the Line and on the Levels and upon the Lands delineated on the said Plans and described in the said Book of Reference, and to enter upon, take, and use such of the Lands mentioned in the said Plan and Book of Reference as shall be necessary for that Purpose, or to agree for a Lease of such Lands, and to take therefrom such Water as the Company may require for the Purposes of this and the said incorporated Acts: Provided always, that, except with the Consent of the Owner thereof, it shall not be lawful for the Company to take or enter upon the Land in the Parish of *Brighton* numbered 2 on the said Plans.

For the Protection of the Brighton, Cuckfield, and Lovel Heath Turnpike Road.

XIX. In the Construction and Maintenance of the said Works upon or under the *Brighton*, *Cuckfield*, *and Lovel Heath* Turnpike Road the Company shall be subject to and shall abide by the following Restrictions:

It shall not be lawful for them to alter the Level of the said Turnpike Road, or any Part thereof:

The Main Pipe or Aqueduct of the said Company shall be laid down and kept along and under the Water Table or Channel on the Western Side of the said Road, close to and on the Eastern Side of the Footpath adjoining the said Road, but so that no Post, Chain, or Fence of or belonging to the Trustees of the said Road shall be injured or permanently removed:

If the Company shall at any Time have occasion to supply Water to any House or Building on the Eastern Side of the said Road, it shall be lawful for them to lay down and keep a Service Pipe along and under the Water Table or Channel on the Eastern Side of the said Road, and also to lay down and keep across and under the said Road One, and One only, connecting Pipe between the said Main and Service Pipes:

No

No Pipe or other Work of the said Company, with the Exception of the said Main Pipe, Service Pipe, and Connecting Pipe, shall be laid down, made, or constructed upon, under, along, or across the said Turnpike Road without the Consent of the Trustees of the said Road for that Purpose first had and obtained.

Company not to interfere with Brighton, &c. Railway, without Consent of their Engineer.

XX. Nothing in this Act contained shall extend or be construed to extend to authorize the Company hereby incorporated at any Time to enter upon, take, use, or interfere with, or to construct any Works upon or under any Part of the *London, Brighton, and South Coast* Railway, or any of the Lands or Works belonging to the *London, Brighton, and South Coast* Railway Company, until Plans, showing the Mode in which it is proposed to interfere with the said Railway, Lands, or Works shall have been submitted to and approved of by the Engineer for the Time being of the said Railway Company.

Works to be constructed under Superintendence, &c. of such Engineer.

XXI. All Works to be from Time to Time constructed by the Company hereby incorporated upon or under any Part of the said Railway, Lands, or Works shall be done under the Superintendence and to the entire Satisfaction of the said Engineer, and at such Times as he shall appoint; and the Company hereby incorporated shall from Time to Time, at their own Costs and Charges, under the Superintendence and to the Satisfaction of the said Engineer, make, do, and execute all such Works, Acts, Matters, or Things as may be required by the said Railway Company for the Protection or Preservation of their said Railway or the Works connected therewith.

Waterworks Company to make good Damage done to Railway by them.

XXII. The Company hereby incorporated shall also from Time to Time, at their own Costs and Charges, and under the Superintendence and Control and to the Satisfaction of the said Engineer, repair and make good any Damage or Injury which may from Time to Time be done to the said Railway or to the Works or Property of the said Railway Company in the Construction and Maintenance of the Works by this Act authorized, or in consequence of the Construction of the Works by this Act authorized.

If Waterworks Company fail to do certain Acts or repair Damages, Railway Company may construct Works and recover Expenses.

XXIII. In case the Company hereby incorporated shall refuse or neglect to make, do, execute, and perform the several Works, Acts, Matters, or Things herein-before provided, or to repair or make good any such Damage or Injury as aforesaid, it shall be lawful for the said Railway Company from Time to Time to make, do, execute, and perform all such Works, Acts, Matters, or Things, and to repair and make good all such Damage or Injury as aforesaid; and all Costs, Charges, Damages, and Expenses which shall be thereby incurred or sustained by the said Railway Company shall be repaid to them by the

the Company hereby incorporated within One Calendar Month after the same shall have been demanded in Writing; and for the Purposes aforesaid, or any or either of them, it shall be lawful for the said Railway Company, their Agents, Servants, and Workmen, to enter upon, use, and occupy any of the Land or Premises belonging to the said Company hereby incorporated adjoining the said Railway.

Nothing to affect Rights of Railway Company to be compensated for Land taken by Company.

XXIV. Provided always, That nothing herein contained shall prejudice or affect the Right of the said Railway Company to Compensation for any Land or other Property belonging to them, taken or used by the Company hereby incorporated.

Owners may grant Leases.

XXV. The Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands shall have full Power to grant Leases of any Lands for the Purposes of this Act, or any Easement, Power, or Authority in or over such Lands.

The best yearly Rent to be reserved of Lands belonging to incapacitated Persons.

XXVI. Provided always, That in every Lease of any Lands by any Party under any Disability or Incapacity to sell and convey Lands as defined by "The Lands Clauses Consolidation Act, 1845," there shall be reserved the best yearly Rent for or in respect of such Lands, and no Fine, Premium, or Foregift shall be paid upon or in respect of such Lease.

Form of Lease.

XXVII. All Leases of Land to taken on Lease by virtue of this Act may be according to the Form in the Schedule to this Act annexed, or as near thereto as the Circumstances of the Case will admit.

Defining Powers of Lateral Deviation.

XXVIII. Subject to the Restrictions in the said incorporated Acts contained, it shall be lawful for the Company in making the Works by this Act authorized, where Limits of Deviation are marked on the said Plans, to deviate from the Lines delineated on the said Plans to the Extent of the Limits of Deviation marked on the said Plans.

Power to deviate from Section.

XXIX. It shall be lawful for the Company in making the Reservoirs to deviate from the Levels shown on the Section to the Extent of Five Feet only.

Period within which Works are to be completed.

XXX. The Waterworks shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the said incorporated Acts granted to the Company for executing such Works, or otherwise in relation thereto, shall cease to

to be exercised, except as to so much of the said Waterworks as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Company from extending their Mains and Pipes and their Drifts and Tunnels from Time to Time whenever it shall be necessary for the Purpose of supplying the Inhabitants and other Persons requiring the same within the Limits of this Act with Water.

Power to purchase Lands for additional Purposes.

XXXI. In addition to the Lands authorized to be purchased as aforesaid, it shall be lawful for the Company to contract with any Party willing to sell or lease the same for the Purchase or Lease of any Land not exceeding in Quantity Five Acres, and any Easement, Power, or Authority in or over the same, which shall be deemed proper or expedient for the Purposes of the Undertaking; and it shall be lawful for all Persons who, under the Provisions herein-before contained, would be enabled to sell or convey or to grant a Lease of Lands required for the said Undertaking, to sell and convey or to grant a Lease of such additional Quantity of Land to the said Company.

Rates at which Water is to be supplied for domestic Purposes.

XXXII. The Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or of any Person who, under the Provisions of this Act, or any Act incorporated therewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for their domestic Uses at a Rate not exceeding Ninepence in the Pound on the rateable Value of such House according to the Poor Rate Assessment for the Time being.

Company not bound to supply Water to Water-closets or Baths, unless properly constructed.

XXXIII. Provided always, That the Company shall not be compelled to supply any Watercloset or Bath in any House, or the Apparatus or Pipes connected therewith, unless the same shall be so constructed and used as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air and other noisome or impure Matter into the Mains or other Pipes of the Company.

What shall be domestic Purposes.

XXXIV. A Supply of Water for domestic Purposes shall not include a Supply of Water for Railways, or for any Trade or Business whatsoever, or for watering Gardens, or for Fountains, or for any ornamental Purposes whatsoever.

Water for other than domestic

XXXV. It shall be lawful for the Company to supply any Person with Water for other than domestic Purposes for such Remuneration and

Purposes may be supplied by Agreement.

and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply.

Terms of Supply to Mr. Stanford and Mr. Harrington in case of Injury to their Wells.

XXXVI. And whereas *William Stanford* Esquire and *George Harrington* Esquire, the Owners of certain Houses and Premises in *Preston*, near the Site of the proposed Works, are apprehensive that the Wells connected with such Houses and Premises may be affected by the sinking of the proposed Wells, Shafts, and other Works: Be it enacted, That in the event of the said Wells being deprived of Water by reason of the Construction of the Works by this Act authorized, the Company shall thereupon, and for ever afterwards, supply such Houses with Water upon the following Terms; that is to say, at One Third the Charge to general Customers in the Case of *William Stanford* Esquire, and at One Half of the like Charge in the Case of *George Harrington* Esquire.

Preserving Supply of Water to the Estates of Sir E. C. Dering, &c.

XXXVII. And whereas Sir *Edward Cholmeley Dering* Baronet and the Reverend *Julius Deedes* are or claim to be entitled to or interested in an Estate consisting of Lands and Hereditaments situate in the Parish of *Patcham*, which adjoins the said Parish of *Preston*, and the said Sir *Edward Cholmeley Dering* and *Julius Deedes* are apprehensive that the Supply of Water to the Houses and Premises on the said Estate by means of Wells may be affected by the sinking and making of the said Wells, Shafts, and other Works: Be it enacted, That the Company shall from Time to Time, at the Request of the Owners or Occupiers, furnish to such Owners or Occupiers a sufficient Supply of Water to all or any of the Houses and Premises built or to be built on the said Estate which shall not be on a higher Level than the Company's highest Reservoir, on the Terms following; (that is to say,) to Houses and Premises now supplied with Water from existing Wells, in every Case where the Water shall be diminished by the Company's Works, at Rates One Third less than the Charge to general Customers, and to the other Houses and Premises on such Level at the usual Charges to general Customers; and further, in the Case of Houses and Premises on the said Estate at a higher Level than the Company's highest Reservoir which are now supplied with Water from existing Wells, the Company, at the Request of the Owner or Occupier, in every Case where the Water in such Well shall be diminished by the Works of the Company, shall (at the Option of the Company) either sink the Well sufficiently to restore the Quantity or Supply of Water, or supply such Houses and Premises with Water at One Third less than the Charge to general Customers.

XXXVIII. This

Act not to apply to the Pavilion, &c.

XXXVIII. This Act shall not apply to the *Royal Pavilion* and Grounds in *Brighton*, or any Part or Parts thereof, but the said Premises shall be entirely excluded therefrom, unless with the Consent in Writing of the Commissioners for the Time being of the *Brighton* Local Act, Sixth *George* the Fourth, Chapter One hundred and seventy-nine, and of the *Pavilion* Act, Thirteenth and Fourteenth *Victoria*, Chapter Five.

Not to prejudice Rights of Commissioners.

XXXIX. Nothing in this Act contained shall extend or be construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Privileges of the said Commissioners otherwise than is herein expressly provided.

Expenses of Act.

XL. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

Company not exempt from Provisions of 11 & 12 Vict. c. 63., &c.

XLI. Nothing herein contained shall be deemed or construed to exempt the Company from the Provisions of "The Public Health Act, 1848," or of any General Act relating thereto or to the Subject Matter thereof which may pass during the present or any future Session of Parliament.

*The Brighton, Hove, and Preston Constant Service Waterworks Act*, 1853.

## SCHEDULE.

*Form of Lease.*

I of in consideration of the Rent herein-after reserved and made payable by "The Brighton, Hove, and Preston Waterworks Company," do hereby demise to the said Company, their Successors and Assigns, all [*describing the Premises to be demised*], together with all Ways, Rights, and Appurtenances thereunto belonging, to hold the Premises to the said Company, their Successors and Assigns, for the Term of Years from the Day of the Date hereof, yielding and paying therefor yearly and every Year during the said Term the Sum of free from Land Tax, Sewers Rates, and all other Taxes and Outgoings (Property and Income Tax excepted), by equal Payments in the Year, the First Payment to be made on the Day of , according to the true Intent and Meaning of the Act of Parliament incorporating the said Company.

In witness whereof I have hereunto set my Hand and Seal, and the said Company have hereunto affixed their Common Seal, the Day of

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1853.