

ANNO DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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to Dwelling-houses Water Rates, of which the lowest Rate (except with respect to Dwelling-houses the actual Rackrent or full yearly Value whereof should exceed Four hundred Pounds) is equal to One Shilling a Year in the Pound on the actual Rackrent or full yearly Value of the Dwelling-houses supplied: And whereas the old Company have made and maintained Waterworks accordingly, and by means thereof they supply Water to some Parts of the Three Parishes, but those Waterworks are not sufficient adequately to supply Water to all Parts thereof: And whereas by "The *Brighton*, *Hove*, and *Preston* constant Service Waterworks Act, 1853," the *Brighton*, *Hove*, and *Preston* constant Service Waterworks Company (in this Act called "the New Company") were incorporated, and authorized to make and maintain Waterworks for supplying Water to the Three Parishes and the Neighbourhood thereof, and to supply Water accordingly, and to take for such Supply to Houses and Parts of Houses Rates not exceeding Ninepence in the Pound on the rateable Value thereof according to the Poor's-Rate Assessment: And whereas the authorized Share Capital of the new Company is Sixty thousand Pounds in Six thousand Shares of Ten Pounds each: And whereas the new Company have not begun the Waterworks authorized by their Act: And whereas if the old Company's Waterworks were improved and enlarged by means of the new Works by this Act authorized, they would be sufficient for the adequate Supply of Water for the Three Parishes and the Neighbourhood thereof, and it would be needless to make the Waterworks authorized by "The *Brighton*, *Hove*, and *Preston* constant Service Waterworks Act, 1853:" And whereas, if the old Company's Waterworks were transferred to and vested in the new Company, and the new Company were authorized to maintain them, and to make and maintain those new Works for the Improvement and Enlargement thereof, and by means thereof to supply Water to the Three Parishes and the Neighbourhood thereof, at Rates not exceeding the Water Rates authorized by "The *Brighton*, *Hove*, and *Preston* constant Service Waterworks Act, 1853," it would be of advantage to the Inhabitants of the Three Parishes and the Neighbourhood thereof: And whereas, on the Thirty-first Day of *August* One thousand eight hundred and fifty-three, an Agreement, subject to the Sanction of Parliament, was made between the Two Companies for the Transfer by the old Company to the new Company of the Works, Buildings, and Plant of the old Company, and for the Payment by the new Company to the old Company of Ninety-two thousand five hundred Pounds, subject to a Deduction therefrom in case of Payment before the Thirty-first Day of *December* One thousand eight hundred and fifty-four, and to an Addition thereto in case of the old Company laying down additional Pipes, not being Part of their then Plant, in any Part of the Three Parishes: And whereas the Terms of the said Agreement have been altered by a subsequent Agreement, bearing date the Fourteenth Day of *February* One thousand eight hundred fifty-four, whereby the Time for

16 & 17 Vict. c. xxv.

for the Payment of the before-mentioned Purchase Money is extended until the Thirty-first Day of *December* One thousand eight hundred and fifty-five: And whereas the Amount which the new Company might have to pay to the old Company under the said Agreements would not exceed One hundred thousand Pounds: And whereas it is expedient that the said Agreements should be confirmed, and that the Waterworks, Buildings, and Plant of the old Company should be transferred to and vested in the new Company, and that the new Company should be authorized to abandon the Works authorized by their Act, and to maintain the Waterworks of the old Company, and to make and maintain the new Works by this Act authorized, and by means thereof to supply Water to the Three Parishes and the Neighbourhood thereof at Rates not exceeding the Water Rates authorized by the new Company's Act: And whereas a Plan and Section, showing the Line, Situation, and Levels of the Waterworks by this Act authorized to be made, and also a Book of Reference thereto, containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands in or through which those Works are intended to be made or to pass, have been deposited with the Clerk of the Peace for the County of *Sussex*: And whereas it is expedient that the Share Capital of the new Company should be increased, and that Provision should be made to enable them to make to the old Company, on or before the Thirty-first Day of *December* One thousand eight hundred and fifty-five, the Payment agreed on: And whereas it is expedient that the recited Acts should be repealed, and that other Provisions should be made in lieu thereof; but such Purposes 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:

Short Title.

I. That in citing this Act for any Purpose it shall be sufficient to describe it as "The *Brighton*, *Hove*, and *Preston* constant Service Waterworks Act, 1854."

Limits of Act.

II. That the Limits of this Act shall be the Parishes of *Brighton*, *Hove*, and *Preston*, and the Neighbourhood thereof.

8 & 9 Vict. cc. 16 & 18., and 10 & 11. Vict. c. 17. incorporated with this Act.

III. That "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall be incorporated with this Act.

Interpretation of certain Expressions in the above-named Acts.

IV. That for the Purposes of this Act the Expression "the Undertaking" in "The Companies Clauses Consolidation Act, 1845," shall mean the Waterworks by this Act authorized to be made and maintained respectively; and the following Expressions in "The Waterworks Clauses Act,

Act, 1847," respectively shall mean as follow; to wit, "the Undertaking" shall mean the Waterworks by this Act authorized to be made and maintained respectively, "the Undertakers" shall mean the new Company, and "Quarter Sessions" shall mean the Quarter Sessions for the County of *Sussex* holden at *Lewes*.

Same Meanings to certain Words in General Acts and this Act.

V. That the several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Recited Act 16 & 17 Vict. c. xxv. repealed.

VI. That from and after the passing of this Act, but subject to the Provisions thereof, "The *Brighton, Hove*, and *Preston* constant Service Waterworks Act, 1853," shall be and the same is hereby repealed.

New Company to remain incorporated.

VII. That, notwithstanding the Repeal of the said Act, the new Company shall, for the Purposes of this Act, and as from the passing of the new Company's Act, remain incorporated by the Name of "The *Brighton, Hove, and Preston* constant Service Waterworks Company," and by that Name shall be one Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of, but subject to the Restrictions of this Act.

New Company to remain entitled to their Property.

VIII. That, notwithstanding such Repeal, the new Company shall remain and be seised and possessed of and entitled to all Estates, Monies, Property, Effects, Claims, and Demands whatsoever, of or to which the new Company are by virtue of their Act, or otherwise howsoever, immediately before the passing of this Act, seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, as if this Act were not passed.

Contracts, &c. to remain valid.

IX. That, notwithstanding such Repeal, all Conveyances, Leases, Deeds, Securities, Contracts and Agreements, made or entered into before the passing of this Act, to, with, or in favour of, or by, for, or on behalf of the new Company, or any Person on their Behalf, shall be and remain as good, valid, and effectual, in favour of, against, and with reference to the new Company, and may be proceeded on and enforced in the same Manner, to all Intents and Purposes, as if this Act were not passed.

Actions, &c. not to abate.

X. That, notwithstanding such Repeal, any Action, Suit, Prosecution, or other Proceeding whatsoever, commenced either by or against the new Company, before the passing of this Act, shall not abate or be discontinued, or prejudicially affected by this Act, but, on the contrary, shall continue and take effect both in favour of and against the new Company, in the same Manner, to all Intents and Purposes, as if this Act were not passed;

passed; and the new Company shall be liable to all Claims and Demands whatsoever at Law or in Equity to which they were or would have been liable if this Act had not been passed.

Shareholders to pay Calls.

XI. That, notwithstanding such Repeal, the several Persons who immediately before such Repeal are Shareholders of the new Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay the Amount subscribed by them respectively, or so much thereof as is then unpaid, with all Interest due or to accrue due thereon to the new Company, and the same shall be recoverable by the new Company as Calls under this Act are recoverable.

Debts due to and by the new Company to be payable to and recoverable by them.

XII. That, notwithstanding such Repeal, all Debts and Sums of Money due or owing to the new Company, or to any Person on their Behalf, and all Debts and Moneys which immediately before the passing of this Act were due or owing by or recoverable from the new Company, or for the Payment whereof the new Company are, or but for such Repeal would be, liable, shall be payable to or recoverable from the new Company as if this Act were not passed.

Books to remain Evidence.

XIII. That, notwithstanding such Repeal, all Books and other Documents by the new Company's Act authorized or directed to be kept and thereby made Evidence, shall still be admitted as Evidence in all Courts whatsoever.

Directors to remain in Office.

XIV. That, notwithstanding such Repeal, the several Persons who immediately before the passing of this Act are the Directors of the new Company shall remain in Office, and shall retire from Office in the Rotation in which they would retire if this Act were not passed.

Officers to continue.

XV. That, notwithstanding such Repeal, every Officer and Person appointed or acting under the repealed Act shall hold and enjoy his Office or Employment, with the Salary and Emoluments thereunto annexed, and be deemed an Officer or Servant of the new Company until he be removed from such Office or Employment, and he shall have the like Powers and Authorities for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties in all respects whatsoever as if he were appointed under this Act.

Confirmation of Agreement between Two Companies.

XVI. That the recited Agreement of the Thirty-first Day of *August* One thousand eight hundred and fifty-three, as altered and extended by the subsequent Agreement of the Fourteenth Day of *February* One thousand eight hundred and fifty-four, shall be carried into effect by the Two Companies respectively.

Transfer of Waterworks of old Com-

XVII. That on the Payment or Satisfaction by the new Company to the old Company of the Sum to be paid according to the said Agree-ments,

pany to new Company.

ments, all the Waterworks, Reservoirs, Streams, Springs, Waters, Mains, Pipes, Apparatus, and other Works, and Conveniences thereof, and all the Lands and Buildings, Estates, Rights, Interests, Easements, Privileges, Deeds, Goods, Chattels, and Effects, and other real and personal and mixed Estates and Effects, of or to which the old Company at the Time of such Payment or Satisfaction are, by virtue of their Act, or otherwise howsoever, seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, shall be and the same are hereby absolutely transferred to and vested in the new Company free from all Charges and Incumbrances whatsoever affecting the same.

Transfer to be evidenced by Deed duly stamped.

XVIII. Provided always, That such Transfer shall be evidenced sufficiently and conclusively by a Deed of Transfer, under the respective Seals of the Two Companies, and duly stamped, and in which Deed the Consideration shall be truly stated.

Deposit of Deed of Transfer.

XIX. That Two Parts of such Deed shall be so executed and One Part thereof shall be deposited by the new Company with the Clerk of the Peace for the County of *Sussex*, and the other Part thereof shall be retained by the new Company, and deposited among their Records.

Clerk of the Peace to retain Part deposited with him.

XX. That the Clerk of the Peace shall receive and retain the Part of that Deed so deposited with him, and shall permit all Persons interested to inspect it and make Copies and Extracts thereof, in like Manner and upon the like Terms and under the like Penalty for Default as is provided by the Act of the Seventh of *William* the Fourth and the First of Her Majesty, Chapter Eighty-three, with respect to Documents therein referred to.

Certain Books to be handed over to the new Company.

XXI. That upon such Transfer the old Company shall hand over to the new Company the following Documents; namely, the Rate Books for the preceding Three Years, the Water Rent Ledger, the Plans of the Pipes, the Order Book for Services, the Account Book for Pipes and Materials, and the Map of the Town.

Dissolution of old Company.

XXII. That within Three Months after such Transfer, or so soon thereafter as is practicable, the old Company shall pay and discharge all their Debts and Liabilities, and shall then distribute their net Assets among their Shareholders, in the Proportions and according to the Interest of the said respective Shareholders in the old Company's Undertaking; and the Affairs of that Company shall be finally wound up, and thereupon the old Company shall be dissolved and wholly cease to exist.

XXIII. That

Repeal of old Company's Act.

XXIII. That on and after the Transfer of the Waterworks of the old Company to the new Company, the old Company's Act shall be and is by this Act, but subject to the Provisions thereof, repealed.

Conveyances &c. to remain.

XXIV. That, notwithstanding the Repeal of the old Company's Act, all Conveyances, Leases, Deeds, Appointments, Contracts, and Agreements made or entered into before such Repeal, to, with, in favour of, or by, for, or on behalf of the old Company, or any Person on their Behalf, shall be and remain as good, valid, and effectual in favour of, against, and with reference to the new Company, and may be proceeded on and enforced in the same Manner, to all Intents and Purposes, as if the new Company, instead of the old Company, or such Person, had been Party to and executed the same, or had been named or referred to therein.

Actions, &c. not to abate.

XXV. That, notwithstanding such Repeal, any Action, Suit, Prosecution, or other Proceeding whatsoever, commenced either by or against the old Company before such Repeal, shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary, shall continue and take effect both in favour of and against the new Company, in the same Manner to all Intents and Purposes as, if this Act were not passed, the same would continue and take effect in favour of and against the old Company; and the Name of the new Company may be substituted for the Name of the old Company, as Party to such Action, Suit, Prosecution, or other Proceeding, and after any such Substitution shall be used in such Action, Suit, Prosecution, or other Proceeding, in like Manner as if the new Company instead of the old Company had originally been Party thereto, but the old Company shall, in the said Deed of Transfer, indemnify the new Company against all Loss or Damage to be sustained by the new Company, by reason or in consequence of any Act or Omission of the old Company.

Debts due to and by the old Company to be paid to and by the old Company.

XXVI. That, notwithstanding such Repeal, the old Company shall be liable to all Claims and Demands whatsoever, at Law or in Equity, to which that Company were or would have been liable if their Act had not been repealed; and all Persons who immediately before such Repeal owe any Money to the old Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due or to accrue due for the same, to the said Company; and all Debts and Monies which immediately before such Repeal are due, or owing by, or recoverable from, the old Company, or for the Payment whereof the old Company are, or but for this Act would be, liable, shall be paid, with all Interest (if any) due or to accrue due thereon, by or be recoverable from the said Company.

Books to be Evidence.

XXVII. That, notwithstanding such Repeal, all Books and Writings which, if the old Company's Act were not repealed, would be receivable in

in Evidence, shall be admitted as Evidence in all Courts of Law and Equity, and otherwise as if that Act were not repealed.

Powers of old Company for winding up their Affairs to remain.

XXVIII. That, notwithstanding such Repeal, such of the Powers and Provisions of the old Company's Act as are requisite for enabling the Affairs of the old Company to be wound up as provided by this Act, shall remain and be in force until those Affairs are finally wound up; provided always, that those Affairs shall, so far as may be practicable, be finally wound up within One Year after such Repeal.

Officers to account.

XXIX. That, notwithstanding such Repeal, every Officer and Person appointed or acting under the old Company's Act shall account and deliver up all Books and Papers, and pay over all Monies in his Hands to the new Company, subject to the like Provisions, Pains, and Penalties in all respects whatsoever as if he were appointed by the new Company under this Act; but all Monies so paid to the said new Company shall be paid to such Company as Trustees for the old Company, and the Application thereof shall be provided for in the said Deed of Transfer.

Capital.

XXX. That on and from the passing of this Act the Capital of the new Company shall be One hundred and thirty thousand Pounds, in Thirteen thousand Shares of Ten Pounds each.

Existing Shareholders in new Company to continue in possession of their Shares.

XXXI. That the existing Shares which have been subscribed for in the new Company shall remain vested in the several Persons and Corporations who immediately before the passing of this Act were possessed of or entitled to any Share or Shares in the Capital of the new Company, and Credit shall be given in respect of each of such Shares for so much as shall have been paid up thereon at the Time of the passing of this Act.

Certificates of old Shares to apply to the new Shares.

XXXII. That the existing Certificates of the said last-mentioned Shares shall, until called in, continue to be the Certificates of the said Shares under this Act, and the new Company need not issue fresh Certificates in respect of such Shares, except under the Provisions of "The Companies Clauses Consolidation Act, 1845," in Cases where such Certificates shall be worn out, or damaged, or lost, or destroyed, but the Company may if they think fit at any Time call in such Certificates and grant others in the Stead thereof.

Such Shares to be subject to same Trusts as the existing Shares in the Company.

XXXIII. That the said last-mentioned Shares shall be vested in those Shareholders respectively upon the same Trusts, and subject to the same Powers, Provisions, Declarations, Agreements, Charges, and Incumbrances, upon or to which their respective Shares in the Capital of the new Company were immediately before the passing of this Act held

held or subject, and so as not to revoke, but to give effect to any Will or other Instrument disposing of or affecting any such Share.

Allotment of Shares in new Company to Shareholders of old Company.

XXXIV. That the Directors may from Time to Time, by Agreement with any Shareholder of the old Company, allot to him any of the unissued Shares in satisfaction of all, or such Parts as are agreed on, of his distributable Share of the Money, to be paid by the new Company to the old Company, and upon every such Allotment the Shares so allotted shall be deemed fully paid up, and the Amount of the Money so to be paid shall be reduced by the nominal Amount of the Shares so allotted.

New Shares to be offered to existing Shareholders.

XXXV. That if at the Time of issuing any new Shares any of the then existing Shares be at a Premium, the new Shares shall be offered at Par to the then Shareholders, in the Proportion, or as nearly as may be in the Proportion, of One new Share for every One then existing Share, and such Offer shall be made by Letter under the Hand of the Secretary, given to every Shareholder, or sent by Post, addressed to him according to his Address in the Share Register Book, or left for him at his usual or last known Place of Abode in *England*, and every such Offer made by Letter, sent by Post, shall be considered as made on the Day on which the Letter in due course of Delivery ought to reach the Place to which it is addressed.

Disposal of new Shares to others.

XXXVI. Provided always, That if any Shareholder fail for One Month after such Offer of Shares to accept the same, the Directors may dispose of such Shares to any other Persons.

Power to enlarge Time for Acceptance of new Shares.

XXXVII. Provided always, That the Directors, if they think proper, but not otherwise, may permit any Shareholder, who from absence abroad or other Cause satisfactory to the Directors, omits to signify within the Time limited by this Act his Acceptance of the Shares offered to him, to accept such Shares, notwithstanding such Time has elapsed.

Application of new Shares in satisfaction of Mortgage Debt.

XXXVIII. That the Directors may, from Time to Time, by Agreement with any Mortgagee of the new Company, allot to him any Shares in the new Company, in satisfaction of his Mortgage Debt or any Part thereof, and upon every such Allotment the Shares so allotted shall be deemed fully paid up: Provided always, that the new Company shall not allot to any Mortgagee any Shares of a nominal Amount exceeding the Amount of the Principal Money secured by his Mortgage in lieu whereof such Shares are so allotted to him.

New Shares to vest in accepting Shareholders.

XXXIX. That the Shares from Time to Time allotted and offered under this Act to Shareholders of the Two Companies respectively, and Mortgagees,

Mortgagees, shall vest in and belong to the Shareholders and Mortgagees who accept the same.

Calls.

XL. That a Call shall not exceed Two Pounds a Share, and the Interval between successive Calls shall not be less than Two Months, and the aggregate Amount of all Calls on any One Share in One Year shall not exceed Six Pounds.

Votes of several Persons joint Owners of One Share.

XLI. That if several Persons be jointly entitled to a Share, then if more than one of them be present at any General Meeting, the one so present whose Name stands first in the Register of Shareholders as one of the Holders of the Share, shall, for the Purpose of voting at the Meeting, be deemed the sole Holder thereof; or if only one of such joint Holders be present at any General Meeting, then the one so present shall, for the Purpose of voting at the Meeting, be deemed the sole Holder thereof, and on all Occasions the Vote of such first-named or solely present Shareholder shall be allowed as the Vote in respect of such Share, without Proof of the Concurrence of the other Holders thereof, or notwithstanding their Dissent.

Less than 10*l.* of Capital Stock not to give a Vote.

XLII. That if the new Company at any Time consolidate all or any Part of the then existing Shares in their Capital into One general Capital Stock, any Part of such Stock less than Ten Pounds shall not confer on the Holder thereof any Right of voting or any Qualification.

Power to borrow on Mortgage.

XLIII. That, subject to the Provisions of this Act, the new Company from Time to Time may borrow on Mortgage, not exceeding Seventy thousand Pounds.

Restriction on borrowing.

XLIV. Provided always, That except for the Purpose of carrying out the Agreement between the Two Companies, the new Company shall not borrow more than Forty thousand Pounds: Provided also, that if the new Company borrow more than Forty thousand Pounds before the whole of their Capital is subscribed for and One Half thereof is paid up, then, except so far as the Monies from Time to Time raised by them are required for the Execution of the Works by this Act authorized, they shall apply all Monies from Time to Time raised by them by Shares, or a sufficient Part thereof, in paying off the Money so borrowed, so as to reduce the Amount of their borrowed Debt to the before-mentioned Sum of Forty thousand Pounds: Provided always, that so long as the new Company shall owe upon Mortgage more than the said Sum of Forty thousand Pounds, they shall, every Year, out of the Monies from Time to Time raised by them by Shares, apply Three thousand Pounds at the least towards reducing their Debt to the said Sum of Forty thousand Pounds.

A yearly Sum to be set apart for Payment of Money borrowed above 40,000*l.*

XLV. That

Arrears may be enforced by Appointment of a Receiver.

XLV. That the Mortgagees of the new Company may enforce the Payment of the Arrears of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Five thousand Pounds.

Separate Accounts of Shares raised to pay off borrowed Monies.

XLVI. That the new Company shall keep a separate and distinct Account of the Monies raised from Time to Time by Shares for the Purpose of paying off Money borrowed, and of the Application of such Monies; and the Powers of the new Company for borrowing and re-borrowing Money shall, to the Extent of the Amount so applied, absolutely cease.

Limiting Amount of Profit.

XLVII. That the Profits of the Company to be divided among the Shareholders shall not exceed Eight Pounds *per Centum per Annum*.

First and other Meetings.

XLVIII. That the First Ordinary Meeting of the new Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings of the new Company shall be held in the Months of *July* and *January* in every Year, and the General Meetings shall be held within the Limits of this Act.

Quorum of General Meetings.

XLIX. That the Quorum for any General Meeting of the new Company shall be not less than Five Shareholders holding Shares to the aggregate nominal Amount of not less than Two thousand five hundred Pounds.

Number of Shareholders required to convene Extraordinary Meetings.

L. That the Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Five Shareholders holding Shares to the aggregate nominal Amount of not less than Two thousand five hundred Pounds.

Number and Qualification of Directors.

LI. That, subject to the Provisions of this Act, the Number of Directors of the new Company shall be Ten, and the Qualification of a Director shall be his holding in his own Right not less than Fifty Shares.

Commissioners under Local Acts for public Purposes not disqualified from being Directors.

LII. That a Person shall not be disqualified as a Director by being a Commissioner under any Act of Parliament for any public Purpose within the Limits of this Act; and a Shareholder of the new Company shall not be disqualified as a Commissioner by reason of any Contract between the new Company and the Commissioners: Provided always, that a Commissioner, who is a Director or Shareholder, shall not act or vote at any Meeting of such Commissioners, or at any Committee appointed by such Commissioners, on any Question or with reference to any Matter in which such Director or Shareholder has a direct or indirect Interest as a Shareholder.

LIII. That

Power to reduce the Number of Directors.

LIII. That the new Company from Time to Time may reduce the Number of Directors, but not to less than Six.

Quorum for Meetings of Directors.

LIV. That the Quorum of a Meeting of Directors shall be Three Directors.

Number of Committees of Directors.

LV. That the Number of Directors of which Committees appointed by the Directors shall consist, shall not be less than Three nor more than Five, and the Quorum of any such Committee shall be such as the Directors appoint.

As to Receipts on behalf of incapacitated Persons.

LVI. That if any Money be payable to any Shareholder, being a Minor, Idiot, or Lunatic, the Receipt of his respective Guardian or Committee shall be a sufficient Discharge to the new Company for the same.

Power to take Lands shown on deposited Plans.

LVII. That, subject to the Provisions of this Act, the new Company may enter upon, take, interfere with, and use such of the Lands delineated on the Plans and described in the Book of Reference deposited for the Purposes of this Act, as they think requisite for the Purposes of this Act: 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 3, on the said Plans.

Period for compulsory Purchase of Lands limited.

LVIII. That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years after the Commencement of this Act.

Power to acquire Lands by Agreement.

LIX. That the new Company from Time to Time by Agreement may for any of the Purposes of this Act, purchase such Lands as they think requisite, not exceeding, in addition to the other Lands which they are by this Act authorized to take, Five Acres; and the Company may purchase, take, or lease, or otherwise acquire any Easement, Power, or Authority in or over any Land.

Power to make and maintain Waterworks.

LX. That, subject to the Provisions of this Act, the new Company may make and maintain the Waterworks by this Act authorized to be made in the Line, on the Levels, and in and upon the Lands delineated and described in and on the deposited Plan, Section, and Book of Reference, and may maintain the Waterworks from Time to Time vested in them under this Act, and may, in and upon any Lands from Time to Time vested in them under this Act, make, alter, maintain, and discontinue any Works and Conveniences for the Purposes of this Act.

LXI. That

Waterworks authorized to be made.

LXI. That the new Works by this Act authorized are the following; (to wit,)

First, the improving and enlarging of the old Company's Works by constructing a Reservoir in and upon Land belonging to that Company, and lying to the West of their existing Works in the Parish of *Preston*:

Secondly, the laying down and maintaining of an Aqueduct from the Works at *Preston* along the *Lewes* Road, in the Parishes of *Preston* and *Brighton*, to terminate in the last-mentioned Parish, in the intended Reservoir next herein-after referred to:

Thirdly, the making of a Reservoir in and upon Land belonging to *William Hallett*, and in the Occupation of the Executors of *Joseph Coe*, in the Parish of *Brighton*:

Fourthly, the laying down and maintaining from that Reservoir of the following Aqueducts; to wit, an Aqueduct terminating within a short Distance of *Park Place*, an Aqueduct terminating at or near the Toll Gate near *Preston* Church, and an Aqueduct terminating at the Point of Junction of the *Goldsmid* and *Montpelier* Roads:

Fifthly, the laying down and maintaining of an Aqueduct commencing from the old Company's existing Main near *North View*, and terminating in the *Western Road*, where it joins *North Street*:

Sixthly, the taking, using, and diverting of the Waters to be found in and under the Lands from Time to Time acquired by the new Company under this Act, and the making and maintaining of all such Mains, Conduits, Culverts, Sluices, Drains, Engines, Filter Beds, Pipes, and other Works and Conveniences as may be necessary:

All which Reservoirs, Aqueducts, and other Works will be wholly situate in the Three Parishes, or some of them.

Limits of Deviation.

LXII. That, subject to the Provisions of this Act, the Company, in the Execution of the Works, may deviate from the Lines thereof delineated on the deposited Plans to any Extent within the Limits of Deviation delineated thereon.

Power to deviate from Section.

LXIII. That in making the Reservoirs the Company may deviate from the Levels shown on the deposited Sections to the Extent of Three Feet only.

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

LXIV. That in the making and maintaining of any of the Works by this Act authorized upon or under the *Brighton, Cuckfield, and Lovel Heath* Turnpike Road, the new Company shall be subject to and shall abide by the following Restrictions:

They shall not alter the Level of that Turnpike Road or any Part thereof:

The Main Pipe or Aqueduct shall be laid down and kept along and under the Water Table or Channel on the Western Side of that

Road, close to and on the Eastern Side of the Footpath adjoining that Road, but so that any Post, Chain, or Fence of or belonging to the Trustees of that Road be not injured or permanently removed:

If the new Company shall at any Time have occasion to supply Water to any House or Building on the Eastern Side of that Road, they may lay down and keep a Service Pipe along and under the Water-table or Channel on the Eastern Side of that Road; and also may lay down and keep across and under that Road One, and only One, connecting Pipe between the Main and Service Pipes; any Pipe or other Work of the new Company, with the Exception of such Main Pipe, Service Pipe, and connecting Pipe, shall not be laid down or made upon, under, along, or across that Road without the previous Consent of those Trustees.

Period for Completion of Works.

LXV. That the Waterworks shall be completed within Three Years after the Commencement of this Act, and on the Expiration of that Period the Powers of the new Company for making the Waterworks, or otherwise in relation thereto, shall cease to be executed, except as to so much thereof as is then completed: Provided always, that the new Company from Time to Time may enlarge and extend their Water Mains, Pipes, and Waterworks whenever they think it necessary for supplying Water within the Limits of this Act.

Power to supply Water.

LXVI. That, subject to the Provisions of this Act, the new Company from Time to Time, by means of the Waterworks from Time to Time vested in them under this Act, may collect and store Water, and may supply Water within the Limits of this Act, and sell and dispose of the Water as they from Time to Time think fit.

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

LXVII. The Company, from Time to Time, 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 new Company is from Time to Time laid, or of any Person who, under the Provisions of this Act, is entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier, or other Person, a sufficient and constant Supply of Water for domestic Purposes, at a Rate not exceeding Ninepence in the Pound on the rateable Value of such House, according to the Poor Rate Assessment thereof for the Time being in force.

As to Construction of Pipes, &c. for Water-closets, and preventing the fouling of Water.

LXVIII. Provided always, That the new Company shall not be compellable to supply with Water any Watercloset or any private Bath, or the Apparatus or Pipes connected therewith respectively, unless the same be so constructed and used as to prevent the Waste or undue Consumption of the Water of the new Company, and the Return of foul Air and other noisome and impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the new Company, or

with respect to a private Bath, if it contain when filled for Use more than Sixty Gallons of Water.

What are not domestic Purposes.

LXIX. That 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 Purpose.

Water Supply by Agreement.

LXX. That the new Company from Time to Time may supply any Person with Water for other than domestic Purposes, and may supply with Water for domestic Purposes any Person not entitled under this Act to demand a Supply of Water for domestic Purposes, and respectively for such Remuneration and upon such Terms and Conditions as may be agreed on between the new Company and the Person desirous of having the Supply.

This Act not to apply to the Pavilion, &c., without Consent of Commissioners.

LXXI. Provided always, That this Act or anything therein contained shall not apply to the *Royal Pavilion* and Grounds in *Brighton*, or any Part thereof, unless with the Consent in Writing of the Commissioners for the Time being of the *Brighton* Local Act, Sixth of *George* the Fourth, Chapter One hundred and seventy-nine, and of the *Pavilion* Act, Thirteenth and Fourteenth of *Victoria*, Chapter Five.

Saving Rights of Commissioners.

LXXII. Provided always, That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Powers, or Privileges of those Commissioners.

Undertaking not exempt from Provisions of 12 & 13 Vict. c. 63. &c.

LXXIII. Provided always, That this Act or anything therein contained shall not exempt the new 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.

Expenses of Act.

LXXIV. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act or otherwise in relation thereto shall be paid by the new Company.

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