CHAPTER 1.

An Act for extending the limits of supply of the Eastbourne Waterworks Company and for conferring further powers on the Company for the construction of works the raising of money and otherwise in relation to their undertaking and for other purposes. [3rd June 1881.] A.D. 1881.

WHEREAS by the Eastbourne Waterworks Act 1859 (in this Act called "the Act of 1859") the Eastbourne Waterworks Company (in this Act called "the Company") were incorporated for the purpose of supplying with water the town of Eastbourne and places adjacent thereto within the parish of Eastbourne and the parish of Willingdon in the county of Sussex and authorised to make and maintain the waterworks therein described and required to purchase (which they have done) the undertaking of the Eastbourne Waterworks Company Limited and empowered to raise moneys by shares and by borrowing: 22 & 23 Vict. c. xcix.

And whereas by the Eastbourne Water Act 1875 (in this Act called "the Act of 1875") the Company were authorised to make and maintain additional waterworks and to increase their share and loan capitals respectively: 38 & 39 Vict. c. xxx.

And whereas the Company have completed the whole of the works authorised by the Act of 1859 and the Act of 1875 respectively and have raised and expended the whole of the moneys authorised to be raised for the purposes thereof:

And whereas it is expedient that the limits of the Company for the supply of water should be extended so as to include the town of Eastbourne and places adjacent thereto within the parish of Eastbourne and also the parishes of Willingdon Hailsham Jevington West Ham and Pevensey all in the county of Sussex:

And whereas since the passing of the Act of 1875 the population of the town of Eastbourne and the neighbourhood thereof has greatly increased and is still increasing and it is necessary in order to meet the increasing demand for water that the Company should

A.D. 1881.

construct additional works and lay down additional mains and pipes and it is expedient that they should be empowered to make and maintain the works by this Act authorised and to raise further money for the purpose and for the better and more effectually carrying out the objects and purposes of their undertaking:

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also books of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Sussex and are herein-after respectively referred to as the deposited plans sections and books of reference:

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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.

1. This Act may be cited as the Eastbourne Waterworks Act 1881.

Incorporation of general Acts. 8 & 9 Vict. c. 16.

2. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) the distribution of the capital of the Company into shares the transfer or transmission of shares the payment of subscriptions and the means of enforcing the payment of calls the forfeiture of shares for nonpayment of calls the remedies of creditors of the Company against the shareholders the borrowing of money by the Company on mortgage or bond the conversion of borrowed money into capital the consolidation of shares into stock the making of dividends the giving of notices and the provision to be made for affording access to the special Act by all parties interested and Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 and the Lands Clauses Consolidation Acts 1845 1860 and 1869 and the Waterworks Clauses Acts 1847 and 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

26 & 27 Vict. c. 118.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
10 & 11 Vict. c. 17.
26 & 27 Vict. c. 93.

Interpretation of terms.

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

The expressions "the works" and "the undertaking" mean respectively the waterworks and the undertaking by this Act authorised and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Extension of limits of supply.

4. The limits within which the Company may supply water and exercise the powers conferred upon them by the Act of 1859 and the Act of 1875 and this Act shall extend to and include the town of Eastbourne and places adjacent thereto within the parish of Eastbourne and also the parishes of Willingdon Hailsham Jevington West Ham and Pevensey all in the county of Sussex and within and throughout the limits as by this Act extended the Act of 1859 as amended by the Act of 1875 and this Act and the Act of 1875 as amended by this Act and this Act shall henceforth be in full force and have effect.

Power to make works.

5. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the works herein-after described with all necessary embankments filtering-beds dams drains sluices catch-pits bye-washes weirs wells pumping-engines cuts adits aqueducts roads approaches conduits culverts channels tanks pipes engines and other works and conveniences connected therewith or incidental thereto and may enter upon take and use such of the lands shown upon the said plans and described in the deposited books of reference as may be required for the purpose and may collect and impound by and in their works and thence distribute all or any springs and waters on the site of such works or in or under any lands for the time being of the Company. The works herein-before referred to and hereby authorised are wholly situate in the parish of Eastbourne in the county of Sussex and are:

(A.) A well pumping-shaft and engine-house to be situate near the existing pumping station of the Company and to be constructed in a field or piece of land belonging or reputed to belong to and in the occupation of the Company numbered 286 and 323 on the tithe commutation map of the parish of Eastbourne and bounded on the north by other land belonging to and in the occupation of the Company on the east by the London Brighton and South Coast Railway on the south by a road called or known by the name of "the Saint Leonard's Road" and on the west by land belonging or reputed to belong to Carew Davies Gilbert;

A.D. 1881.

(B.) A reservoir to be constructed near the existing reservoirs of the Company at a place called or known as "Mill Gap" in a field or piece of land called or known as "part of Mill Furlong" belonging or reputed to belong to and in the occupation of the Company;

(C.) A reservoir to be constructed in a field called or known as "part of Grey Nore" numbered 703 on the said tithe commutation map, and situate on the south side of the high road leading from Meads to East Dean, at a point twenty-five chains or thereabouts measured along the said high road from and to the south-west of the post office at Meads;

(D.) A reservoir to be situate in the said field called or known as "part of Grey Nore" and on the southerly side of and immediately adjoining the reservoir (C.) lastly above described.

Lateral and vertical deviation.

6. In making the works by this Act authorised the Company may deviate laterally from the lines thereof shown or described on the deposited plans to any extent within the limits of deviation shown thereon and may deviate vertically from the levels thereof shown on the deposited sections to any extent not exceeding in any one place in the case of the reservoirs two feet upwards and five feet downwards and in the case of the other works five feet upwards or downwards.

Period for compulsory purchase of lands.

7. 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 three years after the passing of this Act.

Period for completion of works.

8. If the waterworks authorised by this Act and shown on the deposited plans are not completed within ten years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed but nothing herein contained shall restrict the Company from extending enlarging altering or removing any of their engines machinery mains or pipes from time to time as occasion requires for supplying water within the limits in that behalf of the Act of 1859 and this Act.

Power to purchase additional lands by agreement.

9. The Company may from time to time for the purposes of their undertaking purchase by agreement in addition to the lands which they are now authorised to take any quantity of land not exceeding in the whole ten acres: Provided that the Company shall not on any such lands erect or authorise or permit the erection of any buildings other than buildings connected with or necessary for their waterworks.

Power to take easements &c. by agreement.

10. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Pressure, &c.

11. The water to be supplied from any pipe or main of the Company need not be supplied in any case at a pressure greater than that to be afforded by gravitation from the service reservoir from which the supply is taken.

Power to supply water by measure.

12. Subject to the provisions of this Act the Company may enter into agreements for the supply of water by measure either for domestic or other purposes.

Notice to Company of putting up meters, &c.

13. Before any person connects or disconnects any meter through which any of the water of the Company is intended to be or has been registered he shall give not less than twenty-four hours notice in writing to the Company of his intention to do so and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding five pounds.

Register of meter to be primâ facie evidence.

14. Where water is supplied by measure the register of the meter shall be primâ facie evidence of the quantity of water consumed.

Penalty for fraudulently injuring meters, &c.

15. If any person wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or fitting belonging to the Company or fraudulently alters the index to any meter or fraudulently prevents any such meter or the index thereof from duly registering the quantity of water supplied he shall (without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender) for every such offence be liable to a penalty not exceeding ten pounds and the Company may in addition thereto recover the amount of any damage sustained by them and the Company may also discontinue the supply of water to the person so offending until the injury is remedied and the amount of the damage is paid notwithstanding any contract then existing and the existence of artificial means for causing such alteration or prevention when such pipe meter or fitting is under the custody or control of the consumer shall be primâ facie evidence that such alteration or prevention has been fraudulently caused by the consumer using such meter.

A.D. 1881.

Power to enter on premises to cut off supply.

16. In all cases in which the Company are authorised to cut off the pipe or stop or discontinue the supply of water to any premises the Company their agents and workmen may for that purpose and after giving notice as herein-after provided enter into any premises through which such pipe or supply passes between the hours of nine in the forenoon and four in the afternoon.

Notice before entry.

17. The notice to be given by the Company previously to making any entry authorised by this Act shall be in writing under the hand of the secretary or other officer of the Company and shall be given or served in manner following (that is to say):

If such premises be occupied then by leaving the notice thereat or by delivering the same to the occupier thereof twenty-four hours at least previously to such entry;

If such premises be unoccupied and the owner thereof and his usual place of abode be in England and be known to the Company then by delivering the notice to such owner or by leaving the same at his usual place of abode twenty-four hours or by sending the same by post in a registered letter addressed to him at his usual place of abode forty-eight hours at least previously to such entry;

If such premises be unoccupied and the owner thereof or his usual place of abode be not in England or be not known to the Company after due inquiry then by affixing the notice on some conspicuous part of such premises three days at least previously to such entry.

And for the purposes of this section any person receiving the rack-rents of any such premises either on his own account or as agent for any other person shall be deemed the owner of such premises.

Contracts for supplying water for public purposes.

18. The Company may from time to time enter into and carry into effect agreements with any local board sanitary authority company public body officers or persons for the supply by the Company of water to or for the local board sanitary authorities companies public bodies officers or persons respectively whether in bulk or otherwise and for what purposes soever and the agreements respectively may be for such times and for such remuneration and on such terms and conditions whatsoever as the contracting parties think fit: Provided that such supply do not interfere with the supply of water for domestic purposes within the limits of supply.

Confirmation of scheduled agreement.

19. The agreement set forth in the schedule to this Act is hereby confirmed and made binding on the Guardians of the Poor of the Hailsham Union in the county of Sussex and the Company and full effect may and shall be given thereto as if the same had been expressly enacted in this Act.

Power to erect &c. cottages for officers and servants.

20. The Company may from time to time on any land for the time being belonging to them erect fit up maintain and let houses cottages and buildings for the officers and servants employed by the Company for the purposes of their undertaking.

Reservation of water rights &c. on sale.

21. On the sale by the Company of any lands they may reserve to themselves all or any part of the water or water-rights or other easements belonging thereto and may make the sale subject to such reservations accordingly and may also make any such sale subject to such other reservations special conditions restrictions and provisions with respect to the use of water exercise of noxious trades or discharge or deposit of manure sewage or other impure matter as they think fit.

Power to raise additionalcapital.

22. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 from time to time raise any additional capital not exceeding in the whole seventy-nine thousand pounds by the issue at their option of new ordinary shares or new preference shares or wholly or partially by either of those modes.

Shares not to be issued until one fifth part paid up.

23. The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

24. One fifth of the amount of a share shall be the greatest amount of a call and two months at the least shall be the interval between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt clause in case of persons not sui juris.

25. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Except as otherwise provided new shares to be subject to same incidents as ordinary shares.

26. Except as is by this Act otherwise provided the capital in new shares created by the Company under this Act and the new shares therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares were shares in that capital. The capital in new shares so created shall form part of the capital of the Company.

Dividends on new shares.

27. Every person who becomes entitled to new shares shall in respect of the same be a holder of shares in the Company and shall

A.D. 1881.

be entitled to a dividend with the other holders of shares of the same class or description proportioned to the whole amount from time to time called and paid on such new shares.

Restriction as to votes.

28. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares to which a preferential dividend shall be assigned.

Profits of the Company limited.

29. The Company shall not in any one year make out of their profits any larger dividend on the additional share capital to be raised under the powers of this Act than seven pounds in respect of every one hundred pounds actually paid up of such additional capital as shall be issued as ordinary capital or six pounds in respect of every one hundred pounds actually paid up of such capital as may be issued as preference capital.

Dividend on different classes of stock or shares to be paid rateably.

30. In case in any half year the net revenues of the Company applicable to dividend shall be insufficient to pay the full amount of the prescribed maximum rate of dividend on each class of ordinary stock or shares in the capital of the Company a rateable deduction shall be made in the dividend of each class.

Power to borrow on mortgage.

31. The Company may in respect of the additional capital of seventy-nine thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any sum not exceeding in the whole nineteen thousand seven hundred and fifty pounds but no part thereof shall be borrowed until shares for the whole of the said additional capital are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that shares for the whole of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Conversion of borrowed money into capital.

32. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage or any part thereof

by the creation of shares or stock instead of borrowing or to convert into capital the amount borrowed under the provisions of this Act unless in either case all dividends upon the shares or stock whether ordinary or preferential are limited to a rate not exceeding five pounds per centum per annum.

Priority of principal moneys secured by existing mortgages.

33. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were granted have priority over any mortgages granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Repeal of provisions of former Acts with respect to appointment of receiver.

34. Every provision in any Act relating to the Company passed before the present session of Parliament by which the mortgagees of the Company are empowered to enforce payment of principal and interest or principal or interest due on their mortgages by the appointment of a receiver is by this Act repealed but without prejudice to any appointment heretofore made or to the continuance of any proceedings which may have been commenced under any such provision prior to the passing of this Act.

Appointment of receiver.

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

Power to create debenture stock.

36. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Priority of mortgages over other debts.

37. All money raised or to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act: Provided always that this priority shall not affect any claim against the Company or their property in respect of any rent-

A.D. 1881.

charge granted or to be granted by them in pursuance of the Lands Clauses Consolidation Act 1845 or the Lands Clauses Consolidation Acts Amendment Act 1860 or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the Company's undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Application of moneys.

38. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied for the purposes of this Act and the Company's undertaking only.

Expenses of Act.

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

THE SCHEDULE referred to in the foregoing Act. A.D. 1881.

A Contract or Agreement made the twenty-eighth day of February one thousand eight hundred and eighty-one between the Guardians of the Poor of the Hailsham Union in the county of Sussex in their capacity of a Rural Sanitary Authority for the Rural Union of Hailsham (in this Contract referred to as "the Guardians") of the one part and the Eastbourne Waterworks Company (in this Contract referred to as "the Company") of the other part.

Whereby the Guardians in order that they may be enabled to provide the parish of Hailsham being a contributory place in their district with a supply of water proper and sufficient for public and private purposes for themselves and their successors contract and agree with the Company for a supply of water to them by the Company and the Company for themselves and their successors contract and agree with the Guardians to supply water to the Guardians the respective contracts and agreements aforesaid being made and intended to take effect for the respective considerations on the terms and in the manner hereinafter stated and appearing and conditionally on the Guardians obtaining the approval of this contract by the Local Government Board.

1. Within six calendar months after the Guardians give notice in writing to the Company that the Guardians have obtained the approval of this contract by the Local Government Board the Bill now being promoted in Parliament by the Company for the purpose amongst other things of authorising the Company to supply the parish of Hailsham with water having been first passed (which Bill is in this contract referred to as the Company's Bill) the Company shall at their own expense establish a meter proper for the purpose of this contract at a point on the high road leading from Willingdon to Hailsham at the junction of the parishes of Willingdon and Hailsham near Polegate in the parish of Hailsham.

2. The Company at all times during the continuance of this contract shall at their own expense maintain such a meter as aforesaid at the point aforesaid or at some other point to be from time to time agreed on by the Company with the Guardians and keep the meter so from time to time established in repair and in good working order (which meter is in this contract referred to as the meter).

3. The Guardians shall pay to the Company as rent for the meter the sum of five pounds a year to accrue due from day to day and to be payable by equal quarterly payments on the twenty-fifth day of March the twenty-fourth day of June the twenty-ninth day of September and the twenty-fifth day of December in each year the first quarterly payment or the proportionate part thereof to be paid on the quarter day next ensuing the date of the commencement of the use of the meter.

A.D. 1881.

4. The Guardians by their officers servants and workmen during the continuance of this contract at all reasonable times shall have access to the meter and liberty to examine the same subject to the reasonable approval of the engineer of the Company in order to ascertain that the meter is in repair and in good working order.

5. Within six calendar months after the date of the establishment of the meter the Guardians shall at their own expense and to the reasonable satisfaction of the engineer of the Company connect with the meter a main proper for the purposes of this contract (in this contract referred to as the main) and always during the continuance of this contract keep the same in repair and in good working order.

6. The Company shall during the continuance of this contract unless prevented by frost unusual drought or other unavoidable cause or accident deliver through the meter into the main a supply of pure and wholesome water sufficient for the domestic use of all such inhabitants of the parish of Hailsham as from time to time have communication or service pipes connected with the main.

7. The delivery into the main shall be constant between the hours of six in the morning and eight in the evening in every twenty-four hours.

8. The water supplied to the Guardians by the Company shall be taken from one of the high service reservoirs for the time being of the Company and shall be delivered through the meter at the pressure afforded by gravitation from that reservoir.

9. The Guardians shall pay to the Company as rent and consideration for the water supplied and the other benefits to the Guardians of this contract a sum calculated at the rate of one shilling for every complete quantity of one thousand gallons delivered into the main as ascertained by the meter that sum to accrue due from day to day and to be payable by equal quarterly payments on the quarter days aforesaid the first quarterly payment or the proportionate part thereof to be paid on the quarter day next after the date of the commencement of the supply of water but so that the Guardians shall on each quarter day pay to the Company a sum not less than the following (namely) a sum calculated at the rate of one shilling per one thousand gallons for a complete quantity of five thousand gallons a day of twenty-four hours in and for the first four complete quarters after the commencement of the supply of water and a sum calculated at the rate of one shilling per one thousand gallons for a complete quantity of seven thousand five hundred gallons a day of twenty-four hours in and for the next four complete quarters and a sum calculated at the rate of one shilling per one thousand gallons for a complete quantity of ten thousand gallons a day of twenty-four hours in and for every following quarter during the continuance of this contract whether those several quantities have actually been taken by the Guardians or not.

10. This contract shall continue in force until the end of thirty years beginning on the day on which the delivery of water into the main begins and thenceforth until the end of twelve calendar months after written notice is given by the Guardians or the Company to the other to terminate this contract.

Provided that the Guardians may terminate this contract at the end of the first ten or twenty of those thirty years by giving to the Company twelve calendar months notice in writing of the intention of the Guardians in that

behalf the Guardians in that case making compensation to the Company for any works executed and expenses incurred by the Company for the purposes of this contract to the extent to which the same are rendered useless or unproductive by such determination of this contract before the full term of thirty years.

Provided also that if the Company unless prevented by frost or unusual drought or other unavoidable cause or accident at any time during the continuance of this contract fail to supply water according to this contract then the Guardians may by written notice delivered at the office of the Company determine this contract at any time to be specified in such notice not being less than one year from the delivery of such notice and may obtain and provide a supply of water by other means the Company in that case making compensation to the Guardians for any works executed and expenses incurred for the purposes of this contract by the Guardians to the extent to which the same are rendered useless or unproductive by such last-mentioned determination of this contract before the full term of thirty years.

11. The Company except as provided in clause 12 of this contract shall not during the continuance of this contract or at any time within twenty-four calendar months after the determination thereof so long as the Guardians are able and willing to supply water proper and sufficient for all reasonable purposes for which it may be required by the inhabitants of the said parish construct any waterworks in the parish of Hailsham or supply any water to the inhabitants thereof otherwise than under this contract except with the consent in writing of the Guardians approved by the Local Government Board.

12. Nothing in this contract shall operate to prevent the Company from supplying water for railway purposes to the London Brighton and South Coast Railway Company at their railway station at Polegate in the parish of Hailsham or from constructing in that parish any waterworks necessary or proper for that purpose.

13. In consideration of this contract the Guardians shall withdraw their opposition to the Company's Bill and shall at the request and cost of the Company consent to and support the same.

14. This contract shall if Parliament think fit be scheduled to the Company's Bill and shall be confirmed by the same when passed into an Act but this contract is made subject to such alterations if any as Parliament may think fit to make therein so nevertheless that if Parliament think fit to make any material alteration in this contract it shall be competent to either party to withdraw from this contract.

15. If at any time a difference arise between the Guardians and the Company touching the construction effect or execution of this contract or touching the delivery or non-delivery of water thereunder or the fitness of any meter established thereunder by the Company or touching any payment or act to be made or done thereunder or touching any consequence of the determination at any time of this contract or touching any other matter or thing whatsoever in anywise relating to this contract then and in every such case the difference shall by virtue of this contract stand referred to arbitration in accordance with the Common Law Procedure Act 1854 and any amending Act and the costs of every such arbitration shall be in the discretion of the arbitrator and this submission or any award thereunder may be made by either party a rule of the High Court of Justice.

A.D. 1881.

16. The foregoing articles numbered 12, 13, and 14 respectively of this contract and this article are absolute, and are not conditional on the Guardians obtaining the approval of this contract by the Local Government Board.

In witness whereof the Guardians and the Company have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the Eastbourne Waterworks Company was hereunto affixed in the presence of

F. Alfred Currey,
Secretary.

The Seal of the Eastbourne Waterworks Company.

The Seal of the Guardians of the Hailsham Union, in the county of Sussex.

LONDON : Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1881.