CHAPTER cliii.

An Act for incorporating and conferring powers on the Wadhurst and District Gas and Coke Company and to enable them to acquire the gas undertaking of the Ticehurst and District Water and Gas Company. A.D. 1914.

[7th August 1914.]

WHEREAS by the Wadhurst Gas Act 1902 the Wadhurst Ticehurst and District Gas Light and Coke Company were incorporated and were authorised to purchase the undertaking of the Ticehurst Gas Light and Coke Company Limited and were authorised to construct gasworks and to supply gas within the parishes or places of Wadhurst Ticehurst Burwash Salehurst Hurst Green and Etchingham in the county of Sussex but subject as to the parish of Salehurst to the written consent of the rural district council of Ticehurst being previously obtained:

And whereas by the Ticehurst and District Water and Gas Act 1904 the Ticehurst and Robertsbridge Water Company (incorporated by the Ticehurst Water Act 1902) and the said Wadhurst Ticehurst and District Gas Light and Coke Company were amalgamated into a single company thereby incorporated by the name of the Ticehurst and District Water and Gas Company (hereinafter called "the Ticehurst Company") who were thereby authorised to construct additional works:

And whereas the Ticehurst Company have sold their water undertaking in the circumstances set forth in the preamble to the Heathfield and District Water Act 1913:

And whereas in the year one thousand nine hundred and nine an action entitled in the matter of the Ticehurst and District Water and Gas Company between Robert Locke on behalf of

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himself and all other holders of debentures of the Company plaintiff and the Ticehurst and District Water and Gas Company defendants 1909 T. No. 1500 was instituted in the Chancery Division of the High Court of Justice for the purpose of enforcing the said debentures:

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

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

And whereas in so far if at all as the powers of the Ticehurst Company to create and issue share capital and to borrow on mortgage have not been exhausted it is impracticable for the Ticehurst Company in their present financial position to exercise such powers:

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

And whereas by a conditional agreement made the twenty-sixth day of March one thousand nine hundred and thirteen between the receiver of the one part and John Luke Venables (hereinafter called "the purchaser") of the other part (set out in the First Schedule to this Act) it was agreed that subject to the sanction of the court in the said action being obtained and subject to the sanction of Parliament being obtained by an authorising or confirming Act the receiver should sell and the purchaser should purchase on the terms and conditions therein set out as a going concern the whole of the gas undertaking of the Ticehurst Company including all the freehold and leasehold lands of the Ticehurst Company on which their gasworks stood and the buildings and other erections thereon and all machinery and other plant of the Ticehurst Company connected with the manufacture and supply of gas and all gas mains meters fittings chattels and things belonging to the Ticehurst Company and the

benefit of all contracts entered into by the receiver or taken over by him as receiver of the Ticehurst Company relative to the supply of gas by the Company and generally all the works real and personal property powers authorities privileges exemptions and other the rights and interests of the Ticehurst Company so far as the same were held or enjoyed or exerciseable by the Ticehurst Company as part of or in connection with their gas undertaking except any balance belonging to the Ticehurst Company at their bankers (or in the hands of the receiver or in court) and any moneys payable by the purchaser thereunder (all of which said premises so agreed to be sold except as aforesaid were thereinafter referred to as "the gas undertaking"):

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

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

And whereas on the twenty-fifth day of June one thousand nine hundred and thirteen the purchaser entered into possession of the gas undertaking of the Ticehurst Company in conformity with the said conditional agreement and has from that date to the present time carried on the same:

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

And whereas by a further order of the court dated the fourteenth day of July one thousand nine hundred and fourteen the said agreement was varied as set forth in the Second Schedule to this Act:

And whereas it is expedient that the said agreement as so varied should be sanctioned and confirmed as by this Act provided:

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And whereas the persons in that behalf in this Act named with others are willing on being incorporated into a company with the necessary powers for such purposes to undertake the supply of gas to the parishes and places aforesaid and it is expedient that they be incorporated accordingly for that purpose:

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

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

PRELIMINARY.

Short title.

1. This Act may be cited as the Wadhurst and District Gas Act 1914.

Incorporation of general Acts.

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

(1) The Companies Clauses Consolidation Act 1845 except as to the conversion of borrowed money into capital Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts:

(2) The Gasworks Clauses Act 1847:

Provided that section 13 shall read as if the words "or any premises" were inserted after the words "private building" and as if the words "Provided also that every such contract entered into "by the company shall be alike in terms and "amount under like circumstances to all consumers" were added at the end of that section:

(3) The Gasworks Clauses Act 1871:

(4) The Lands Clauses Acts (except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement).

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Interpretation.

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 And in this Act—

The expression "the Company" means the Company incorporated by this Act;

The expression "the Ticehurst Company" means the Ticehurst and District Water and Gas Company;

The expression "the receiver" means the receiver of the Ticehurst Company;

The expression "the purchaser" means John Luke Venables;

The expressions "the gasworks" and "the undertaking" respectively mean and include the gasworks and works connected therewith by this Act vested in or authorised to be purchased made or maintained by the Company and any improvements thereof which they may construct under the powers of this Act and the lands buildings estate right title property privileges and effects used or belonging to or connected with the undertaking of the Company;

The expression "the conditional agreement" means the agreement dated the twenty-sixth day of March one thousand nine hundred and thirteen and made between the receiver of the one part and the purchaser of the other part set out in the First Schedule to this Act;

The expression "the gas undertaking of the Ticehurst Company" means the gas undertaking as defined in clause 1 of the conditional agreement and thereby agreed to be sold;

The expression "the said action" means the action in the Chancery Division of the High Court of Justice entitled "In the matter of the Ticehurst and District Water and "Gas Company between Robert Locke on behalf of "himself and all other holders of debentures of the "Defendant Company Plaintiff and the Ticehurst Com-"pany Defendants 1909 T. 1500";

The expression "the day of transfer" means the day on which the period of three calendar months from the passing of this Act shall expire or such later day as the

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whole of the purchase and other moneys and costs charges and expenses payable under the conditional agreement shall have been paid or secured as provided by this Act;

The expression "British thermal units" means British thermal units gross per cubic foot of gas;

The expression "calorific power" means the total heat value expressed in British thermal units.

INCORPORATION OF COMPANY.

Company incorporated.

4. John Luke Venables and Samuel Spencer and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purposes hereinafter mentioned and other the purposes of this Act and for these purposes shall be and are hereby incorporated by the name of "The Wadhurst and District Gas and Coke Company" and by that name shall be a body corporate with perpetual succession and with a common seal and with power to purchase take and hold and dispose of lands for the purposes of this Act.

General purposes of Company.

5. The Company shall be established for the purpose of manufacturing and supplying gas for lighting heating motive power and other purposes within the limits of this Act and may convert manufacture and sell all residual products resulting from the manufacture of gas and generally may carry on the business usually carried on by a gas company.

CAPITAL.

Capital.

6. The capital of the Company shall be twenty-one thousand pounds whereof the sum of seven thousand five hundred pounds seven per cent. stock is in this Act called "the original capital" and the remaining thirteen thousand five hundred pounds is in this Act called "the additional capital" and shall be raised in manner hereinafter mentioned.

Vesting of original capital.

7. The original capital shall be deemed to be fully paid up and shall belong to and subject to this Act shall vest in the purchaser or his nominee or nominees and the Company shall satisfy the debts and obligations of the purchaser in relation to the undertaking existing at the date of transfer including all liabilities and obligations of the purchaser under the conditional agreement:

Provided that there shall not be allotted to the purchaser any portion of such capital in excess of the amount of five thousand pounds unless and until the purchaser shall have proved within a period of eighteen months from the date of the passing of this Act to a justice of the peace as hereinafter provided that the purchaser has expended in and about the undertaking or in the performance of any obligation cast upon him by this Act any sum in excess of the said sum of five thousand pounds and then stock in such capital shall be allotted to the purchaser only to the amount of the capital so expended and the provisions of the fortieth section of the Companies Clauses Consolidation Act 1845 as to the issuing of a certificate by the justice of the peace shall be deemed to apply accordingly.

Issue of shares.

8. The Company (except as hereinafter provided) shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

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

Receipt in case of persons not sui juris.

10. If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company for the same.

Power to raise additional capital.

11. The Company may from time to time raise additional capital not exceeding in the whole thirteen thousand five hundred pounds by the creation and issue at their option of new ordinary shares or new preference shares or ordinary or preference stock or partially by one or other of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of additional capital than shall be sufficient to produce including any premium which may be obtained on the sale thereof the sum of thirteen thousand five hundred pounds :

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Provided also that the Company shall not raise by the issue of preference shares or stock a greater amount of such capital than six thousand seven hundred and fifty pounds.

Power to borrow.

12. The Company may borrow on mortgage of the undertaking any sum not exceeding in the whole one-third part of the amount of the capital which at the time of borrowing has been raised under the powers of this Act But no sum shall be borrowed in respect of any capital so raised until the Company have proved to a justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the whole of the stock or shares at the time issued together with the premium (if any) realised on the sale thereof have been fully paid up.

Appointment of receiver.

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

Debenture stock.

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

Application of moneys.

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

Restriction as to votes in respect of preference shares or stock.

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

Limitation of profits.

17. Except as is by this Act provided the profits of the Company to be divided among the holders of shares or stock of

the Company in any year shall not exceed the following rates (in this Act referred to as "the standard rates of dividend") (that is to say) On the original and additional capital the rate of seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital and the rate of six pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as preference capital.

Interim dividend.

18. The directors may in any year without calling a meeting of holders of shares or stock for the purpose declare and pay an interim half-yearly dividend out of the then ascertained profits of the Company Provided that no such interim dividend shall exceed one half of the amount of the authorised rate of dividend.

Closing of transfer books previous to declaring interim dividend.

19. The directors may close the register of transfers for a period not exceeding fourteen days previous to a declaration of any interim dividend and they may fix a day for closing the same of which seven days' notice shall be given by advertisement in some newspaper published or circulating in the district within which the Company's principal place of business is situate and any transfer made during the time when the transfer books are so closed shall as between the Company and the person claiming under the same but not otherwise be considered as made subsequently to the declaration of any such dividend.

SPECIAL PURPOSES AND RESERVE FUNDS.

Power to create a special purposes fund.

20.—(1) The directors of the Company may if they think fit in any year appropriate out of the revenue of the Company as part of the expenditure on revenue account any sum not exceeding an amount equal to one per centum of the paid up capital of the Company including premiums to a fund to be called "the special purposes fund."

(2) The special purposes fund shall be applicable only to meet such charges as an accountant appointed for the purpose by the Board of Trade shall approve as being—

(*a*) Expenses incurred by reason of accidents strikes or circumstances which due care and management could not have prevented; or

(*b*) Expenses incurred in the replacement or removal of plant or works other than expenses requisite for the maintenance and renewal of plant and works.

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(3) The maximum amount standing to the credit of the special purposes fund shall not at any time exceed an amount equal to one-tenth part of the paid up capital of the Company including premiums.

(4) The moneys forming the special purposes fund or any portion thereof may be invested in Government or such other securities as may be authorised by a resolution of the Company or may be applied for the general purposes of the Company to which capital is properly applicable or may be used partly in the one way or partly in the other.

(5) Resort may from time to time be had to the special purposes fund notwithstanding that the sum standing to the credit of the fund is for the time being less than the maximum allowed by this section.

Application of excess of profits over authorised rates of dividend.

21. If the clear profits of the undertaking of the Company in any year amount to a larger sum than is sufficient to pay the dividend on the preference capital and the dividend at the authorised rates on the ordinary capital of the Company the excess shall be carried to the credit of the divisible profits of such undertaking for the next following year Provided that the sum standing to the credit of such divisible profits shall not any time exceed the amount required to pay one year's dividends at the authorised rates.

Power to create a reserve fund.

22. When in any year the dividends of the Company on the ordinary capital of the Company shall exceed the standard rate by reason of the price charged by the Company for gas in such year being below the standard prices then out of the amount of the divisible profits of the Company applicable to the payment of such excess of dividend the Company may in such year set apart such sum as they shall think fit and all sums (if any) so set apart by the Company may be invested in Government or other securities and the dividends and interest arising from such securities may also be invested in the same or the like securities in order that the same may accumulate at compound interest and the fund so formed shall be called "the reserve fund" and shall be applicable to the payment of dividend in any year in which the clear profits of the Company shall be insufficient to enable the Company in such year to pay the dividends at the authorised rates on the ordinary capital of the Company and save as in this Act provided no sum shall in any year be carried by the Company to any reserve fund.

MEETINGS DIRECTORS &C. A.D. 1914.

First ordinary meeting.

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

Number of directors.

24. The number of directors shall be six but the Company may vary the number provided that the number be not at any time more than six or less than three.

Qualification of directors.

25. The qualification of a director shall be the possession in his own right of not less than twenty shares.

Quorum.

26. The quorum of a meeting of directors shall be three.

First and subsequent directors.

27. John Luke Venables and Samuel Spencer shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act.

At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or a director to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if they continue qualified eligible for re-election.

At the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845.

The several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are duly elected in their stead in manner provided by the same Act.

Auditors need not hold shares.

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

Contracts not to disqualify for office of director.

29. No person shall be disqualified from becoming or continuing a director of the Company by reason of his or any partners of his being or becoming interested in any contract with the Company either in his own behalf or as a member of any other company corporation local authority or partnership

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but no such person shall as a director vote in respect of any question as to any such contract or the remuneration attached to any such office or place of trust or profit.

TRANSFER OF GAS UNDERTAKING OF TICEHURST COMPANY.

Transfer of gas undertaking of Ticehurst Company.

30.—(1) On the day of transfer the gas undertaking of the Ticehurst Company with their rights powers and privileges in relation to the same shall by virtue of this Act become and shall thenceforth be transferred to and vested in the Company subject to all liabilities and obligations under the several contracts or agreements or indenture of lease mentioned or referred to in the conditional agreement but otherwise free from all charges debts and liabilities upon and affecting the same and such transfer and vesting are in this Act referred to as "the transfer" and as from the day of transfer the Wadhurst Gas Act 1902 (except section 28 thereof) and the Ticehurst and District Water and Gas Act 1904 are hereby repealed.

(2) The consideration for the transfer shall be the sum of four thousand pounds and shall be payable as follows (namely):—

The sum of four hundred pounds part thereof having been paid into court to the credit of the said action by the purchaser the sum of three thousand six hundred pounds the balance thereof shall be paid into court to the credit of the said action by the purchaser on or before the day of transfer.

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

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

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(5) The costs charges and expenses properly incurred by the receiver and the Ticehurst Company for or in connection with the promotion or obtaining of this Act and payable under clause 14 of the conditional agreement shall be paid by the Company on or before the day of transfer but if such costs charges and expenses cannot reasonably be ascertained by that date the Company shall on or before the day of transfer give security for the estimated amount thereof to the satisfaction of the court in the said action.

Application of purchase money.

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

Confirming conditional agreement.

32. The conditional agreement contained in the First Schedule to this Act as varied by the heads of terms for variation of the said agreement as set out in the Second Schedule to this Act is hereby sanctioned and confirmed except that the purchaser shall not take thereunder or have the power of supplying gas in the parish of Heathfield and shall as regards the parish of Burwash be subject to the proviso contained in the section of this Act whereof the marginal note is "Limits for supply of gas."

WORKS AND LANDS.

Construction and maintenance of gasworks &c.

33. Subject to the provisions of this Act the Company may in or upon the lands described in the Third Schedule to this Act maintain alter improve enlarge extend renew or discontinue the existing gas and other works of the Ticehurst Company and may upon those lands or any part thereof erect maintain alter improve extend and renew gasworks with all necessary machinery and apparatus and do all such acts as may be proper for making and storing gas and for supplying gas within the limits of this Act and may on the said lands convert and manufacture residual products resulting from the manufacture of gas.

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Power to purchase lands by agreement.

34. The Company may for the purposes of the undertaking purchase and take (by agreement but not otherwise) and may hold in addition to the lands described in the Third Schedule to this Act any lands and hereditaments not exceeding in the whole three acres which they may require for the purposes of their works and undertaking but the Company shall not create or permit a nuisance on any such lands and no lands shall be used by the Company for the purpose of manufacturing gas or residual products except the lands described in the Third Schedule to this Act.

Power to sell and lease lands.

35. The Company may subject to the provisions of the Lands Clauses Consolidation Act 1845 sell or let on lease for such periods as they think fit any lands for the time being belonging to them and which may not at the time be required for the purposes of the undertaking and may retain and hold sell and dispose of any interest in or reversion to any lands so let and any such sale disposal or lease may be for such consideration and subject to such reservations stipulations restrictions and provisions and generally upon such terms and conditions as the Company think fit.

Power to utilise pipes for ancillary purposes.

36. Subject to the provisions of this Act the Company may lay down place repair alter remove and renew mains pipes and culverts within the limits of supply for the purpose of procuring conducting or disposing of any oil or other materials used by them in or resulting from any manufacture of gas or any residual products thereof or for any purpose connected with their business and the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the protection of pipes when laid shall so far as applicable extend and apply to the laying down and placing repairing altering or removing and protection of such mains pipes and culverts.

Power to lay pipes in private streets.

37. The Company may on the application of the owner or occupier of any premises within the limits of this Act abutting on or being erected in any street laid out but not dedicated to public use supply those premises with gas and for that purpose the Gasworks Clauses Act 1847 shall apply as if section 7 of that Act were excepted from incorporation in this Act.

For protection of county council of East Sussex.

38. In executing the works and exercising the powers of this Act so far as they affect any main road (hereinafter in this section referred to as "any main road") or any county or main

road bridge (which expression shall in this section include the road over such bridge and the approaches thereto and any culvert) in the county of East Sussex the following provisions for the protection of the county council of East Sussex (in this section referred to as "the county council") shall unless otherwise agreed in writing between the Company and the county council have effect (that is to say):—

(1) All mains pipes and works of the Company to be laid in or along any main road or in upon or across any county or main road bridge shall be laid in such position in or at the side thereof and at such depth or carried on the outside or below the structure of any such bridge in such manner as the county council in writing under the hand of their surveyor may direct Such direction shall be given within fourteen days from the date of the notice given by the Company of their intention to lay such main pipes and shall apply to main pipes only and in default of such direction within the said fourteen days the county council's authority in this particular shall not be requisite and the Company shall be at liberty to proceed with the work specified in the notice as if the same had been assented to by the county council:

(2) The provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall (subject to the provisions of this section) extend and apply to the laying of any apparatus of the Company in or over any main road county or main road bridge and to all other property of the county council opened and broken up or interfered with by the Company in the exercise of the powers of this Act Provided that the notice required by the eighth section of that Act shall (except for laying connecting or repairing consumers' service pipes in respect of which three days' notice shall be given and except in cases of accidental leakage or bursts) be not less than in the case of a bridge or the approaches thereto fourteen days instead of three days and in all other cases seven days instead of three days;

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(3) Except in cases of emergency and except when the works consist of service pipes the plan required by the ninth section of the said Act shall be accompanied by a section of the proposed works and shall be delivered to the county council or their surveyor by the Company not less than fourteen days before the Company commence to open or break up any main road or interfere with any county or main road bridge or other property of the county council for the purpose of executing the works and any difference as to any such plan or as to the temporary or other works referred to in the said ninth section shall be determined by arbitration under this section instead of in the manner prescribed by the said ninth section:

(4) The Company shall not interfere with the structural part of any county or main road bridge without the consent in writing of the surveyor of the county council which may be given upon such conditions as the county council or their surveyor may determine and shall not be unreasonably withheld:

(5) Nothing in this Act contained shall interfere with prejudice or affect the right of the county council to alter the level of divert or improve in any manner they think fit any main road and to remove alter rebuild widen or repair any county or main road bridge in under over or attached to which any mains pipes wires or works of the Company shall have been carried in the same manner as the county council might have removed altered rebuilt widened or repaired any such main road or county or main road bridge if this Act had not been passed and such mains pipes or works had not been so laid or attached and the county council shall not make any compensation to the Company for any expense or loss to which the Company may be put by reason or in consequence of such diversion improvement removal alteration rebuilding widening or repair and in the event of any such main road or bridge in or attached to which any such mains pipes or works are laid being diverted improved removed altered

rebuilt widened or repaired as aforesaid in such manner as to require the removal or alteration of any such mains pipes or works the Company shall if in the opinion of the county council or their surveyor it is necessary so to do at their own cost in all things remove or alter the position of any works by which such mains or pipes are carried in over or near or attached to such main road or bridge in such manner as the county council or such surveyor may direct Provided that during any such diversion improvement removal alteration rebuilding widening or repair of such main road or bridge the county council shall afford to the Company all reasonable facilities for temporarily carrying such mains pipes and works along the main road or across any stream or river so as not to interrupt the continuous supply of gas or to diminish the pressure of such supply through such mains or pipes and the Company may carry such mains pipes and works accordingly and shall reimburse the county council all reasonable expenses incurred by the county council in affording such facilities:

(6) All works of the Company so far as they affect any such main roads or county or main road bridges shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable so as not in any way to impede or interfere with the traffic on any main road or over any county or main road bridge:

(7) The Company shall pay to the county council the reasonable expenses incurred by them in relation to the reasonable superintendence by the county council or their surveyor of any works to be done by the Company under the provisions of this section:

(8) If any difference at any time arises between the county council and the Company concerning this section or anything to be done or not to be done thereunder such difference shall be settled by an arbitrator to be agreed upon between them or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and

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subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference to arbitration as aforesaid.

For protection of South Eastern Railway Company and South Eastern and Chatham Railway Companies' Managing Committee.

39. Section 28 of the Wadhurst Gas Act 1902 (For protection of South Eastern Railway Company and the South Eastern and Chatham Railway Companies' Managing Committee) shall extend and apply to any works executed in pursuance of this Act as if the said section were re-enacted herein.

SUPPLY PRICE AND TESTING OF GAS.

Limits for supply of gas.

40. The limits within which the Company may supply gas under this Act shall be the parishes of Wadhurst Ticehurst Burwash Salehurst Hurst Green and Etchingham all in the county of Sussex:

Provided that notwithstanding anything contained in this Act the Company shall not supply gas or exercise any of the powers of this Act or of the Acts incorporated therewith within that part of the parish of Burwash which is coloured yellow on the map signed in duplicate by the Right Honourable the Viscount Hutchinson (Earl of Donoughmore) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred and one copy of which map has been deposited in the Parliament Office House of Lords and one copy in the Private Bill Office House of Commons unless and until they shall have purchased the gas undertaking now carried on by Herbert Taylor and William Walter Sixsmith.

Dividend dependent on price charged.

41.—(1) The standard prices to be charged by the Company for gas supplied by them to ordinary consumers for lighting purposes shall be as follows (that is to say) (1) Five shillings per one thousand cubic feet within a radius of two and a half miles from the gasworks of the Company at Wadhurst (2) five shillings and threepence per one thousand cubic feet within a radius of two miles from the gasworks of the Company at Ticehurst and (3) five shillings and sixpence per one thousand cubic feet beyond either of such radii respectively and such prices are in this Act referred to as "the standard prices":

Provided that the Company may increase or reduce the price charged by them for gas in the said portions of the limits of supply respectively above or below the standard prices subject

to a reduction or increase in the dividend payable by the Company on the ordinary capital as follows: –

In respect of any half year during any part of which the price charged by the Company shall have been one penny or part of a penny above the standard prices respectively the dividend payable by the Company for that half year shall in respect of each penny or part of a penny by which the standard prices shall have been increased be reduced below the standard rate of dividend by one shilling and ninepence on every one hundred pounds of such capital and so in proportion for any fraction of one hundred pounds but such reduction shall be calculated only upon whichever of the said prices shall have been increased to the greater extent:

In respect of any half year during the whole of which the price charged by the Company shall have been one penny or more below the standard prices the dividend payable by the Company for that half year may in respect of each penny by which the standard prices shall have been reduced be increased above the standard rate by one shilling and ninepence on every one hundred pounds of such capital and so in proportion for any fraction of one hundred pounds but such increase shall be calculated only upon whichever of the said prices shall have been reduced to the less extent.

(2) If in any half year the dividend payable on the ordinary shares or stock shall comprise a fractional amount less than one quarter per centum the directors may in their discretion add such fractional amount to the reserve fund or may defer the payment of such fractional amount until the payment of the next or some succeeding dividend and shall in their discretion either add such fractional amount to and pay the same with such succeeding dividend accordingly or add the same to the reserve fund.

Charge for gas supplied by means of prepayment meters.

42.—(1) The Company may demand for any gas supplied through a prepayment meter a not greater charge than for gas supplied to private consumers for lighting purposes within the limits of supply through any other kind of meter or by any other method of supply.

(2) The charge for the hire of any prepayment meter and fittings to be used therewith shall be a sum of money calculated according to the quantity of gas supplied through the prepayment

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meter and the maximum charge shall be at the rate of tenpence per one thousand cubic feet supplied in manner aforesaid such sum to include the hire of meter and the fittings used therewith or at the rate of one shilling per one thousand cubic feet if such fittings include a cooking stove.

(3) The charge for the hire of any prepayment meter without fittings shall be a sum of money calculated according to the quantity of gas supplied through the prepayment meter and the maximum charge shall be at the rate of sixpence per one thousand cubic feet supplied in manner aforesaid or at the rate of ten per centum per annum on the cost of the meter whichever shall be the higher.

(4) The said charges shall include the providing letting fixing and repairing and maintenance of the meters and fittings or of the meters (as the case may be) and the cost of collection and other costs incurred by the Company in connection therewith.

(5) For the purpose of this section the expression "prepayment meters" means any meter or appliance by which the quantity of gas supplied is regulated according to the amount of money prepaid therefor.

Testing place.

43. For the purposes of the Gasworks Clauses Act 1871 the prescribed testing place shall be a testing place which shall be provided by the Company on the lands described in the Third Schedule to this Act before supplying or within three months after beginning to supply gas under the authority of this Act.

Company to provide apparatus for testing calorific power.

44. From and after the passing of this Act the Company shall provide and maintain at the prescribed testing place apparatus for testing the calorific power of the gas supplied by them and such apparatus shall consist of a calorimeter to be agreed upon between the Company and the local authority or failing agreement to be approved by the Board of Trade which calorimeter (hereinafter called "the calorimeter") shall be the most suitable for ascertaining the total heat value of such gas expressed in British thermal units.

Standard calorific power.

45. The calorific power of the gas supplied by the Company shall when tested and corrected in accordance with the provisions of the section of this Act of which the marginal note is "Provisions as to testing for calorific power" be five hundred and forty British thermal units and that power is hereinafter referred to as "the standard calorific power."

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Provisions as to testing for calorific power.

46. The following provisions shall apply with respect to the testing for calorific power of the gas supplied by the Company :—

(1) The gas examiner may by means of the calorimeter test at the prescribed testing place at any time between the hours prescribed by section 29 of the Gasworks Clauses Act 1871 the calorific power of the gas supplied by the Company but not more than one testing for calorific power shall be made at the testing place on any day except in the event mentioned in subsection (7) of this section:

(2) The Company may if they think fit on each occasion of the testing of gas under the provisions of this section be represented by some officer who shall not interfere in the testing:

(3) The calorimeter shall be so used as to yield the total heat value of the gas which shall be developed by the complete combustion in moist (saturated) air of moist (saturated) gas and the products of combustion shall be cooled down to the temperature of the air:

(4) Subject to the provisions of the immediately preceding subsection the testing shall be made in the mode and under the conditions for the time being prescribed by the metropolitan gas referees for testing the total heat value of gas so far as such mode and conditions are applicable:

(5) The result obtained by means of such testing shall be expressed in terms of British thermal units and shall be corrected to a temperature of sixty degrees Fahrenheit and a pressure balanced by a column of thirty inches of mercury at the same temperature The corrected result shall be deemed to be the calorific power of the gas ascertained by the testing:

(6) The gas examiner shall forthwith give notice in writing to the Company at their office of any defect of calorific power ascertained by him on any testing made under this section:

(7) In the event of the calorific power being on any testing at the prescribed testing place ascertained to be below the standard calorific power by more than five per centum a second testing shall be made on the same

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day at the testing place but at an interval of not less than one hour from the time of making the first testing and the average of the two testings shall be deemed to be the calorific power of the gas at such testing place on that day:

(8) The gas examiner shall on the day immediately following that on which any testing has been made under this section make and deliver a report of the results of his testing to the local authority or the justices by whom he was appointed and to the Company and such report shall be receivable in evidence:

(9) The provisions of section 12 of the Gasworks Clauses Act 1871 with reference to the testing for illuminating power shall not apply to the Company and sections 28 29 30 31 32 and 33 of the said Act shall in their application to the Company be construed as if calorific power were therein referred to in lieu of illuminating power.

Penalties for deficient calorific power.

47. If on any day the calorific power of the gas supplied by the Company at the prescribed testing place is below the standard calorific power by more than seven and a half per centum they shall be liable to the following penalties in respect of any deficiency beyond such last-mentioned margin (that is to say):—

If the deficiency does not exceed fourteen British thermal units a sum not exceeding two pounds;

If the deficiency exceeds fourteen British thermal units but does not amount to twenty-eight British thermal units a sum not exceeding five pounds;

For each complete twenty-eight British thermal units of defective power a sum not exceeding ten pounds.

Pressure of gas.

48.—(1) All gas supplied by the Company to any consumer of gas shall be supplied at such pressure as to balance a column of water not less than eight tenths of one inch in height at the main or as near as may be to the junction therewith of the service pipe supplying the consumer.

(2) Any gas examiner appointed under the Gasworks Clauses Act 1871 may for the purposes of this Act subject to the terms of his appointment at the testing place or at any public lamp subject to giving to the Company at least three hours' previous notice of the time and place at which such testing shall be

conducted test the pressure at which the gas is supplied The Company shall afford to the examiner all reasonable facilities for making the test.

Saving as to penalties.

49. No penalty shall be incurred by the Company for insufficiency of pressure defect of calorific power or excess of impurity in the gas supplied by them in any case in respect of which it is proved that such insufficiency defect or excess was produced by any circumstance beyond the control of the Company Provided that the want of sufficient funds shall not be held to be a circumstance beyond the control of the Company.

Power to supply gas fittings &c.

50.—(1) The Company may purchase sell let for hire fix repair and remove but shall not manufacture engines stoves ranges pipes and other gas fittings for lighting motive heating ventilating cooking or any other purposes and may provide all materials and work necessary or proper in that behalf and with respect thereto may demand and take such remuneration or rents and charges and make such terms and conditions as may be agreed upon.

(2) Any fittings let for hire under the provisions of this section shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under process of any court or proceedings in bankruptcy against the person in whose possession the same may be provided that such fittings are marked or impressed with a sufficient mark or brand indicating the Company as the actual owners thereof.

Engines &c. of Company let on hire though fixed to premises to remain property of Company.

51.—(1) All gas engines apparatus fittings and appliances let by the Company on hire under the provisions of this Act shall notwithstanding that they be fixed or fastened to any part of any premises in which they may be situate or to the soil under any such premises at all times continue to be the property of and removable by the Company Provided that such gas engines apparatus fittings and appliances have upon them respectively a distinguishing metal plate affixed to a conspicuous part thereof or a distinguishing brand or other mark conspicuously impressed or made thereon sufficiently indicating the Company as the actual owners thereof.

(2) Nothing in this section shall affect the amount of assessment for rating of any premises upon which any gas engines apparatus fittings and appliances are or shall be fixed.

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Gas consumers to give notice to Company before removing.

52. At least twenty-four hours' notice shall be given to the Company by every gas consumer either personally at the office of the Company or in writing before he shall quit any premises supplied with gas by meter by the Company and in default of such notice the consumer so quitting shall be liable to pay to the Company the money accruing due in respect of such supply up to the next usual period for ascertaining the register of the meter on such premises or the date from which any subsequent occupier of such premises shall require the Company to supply gas to such premises whichever shall first occur Notice of the effect of this enactment shall be endorsed upon every demand note for gas charges payable to the Company.

Power to take licences for use of patents relating to gas.

53. The Company may acquire take and use any leave licence or authority to work use exercise and put in practice any invention under letters patent made or to be made granting any right or privilege of working using exercising or vending any invention in relation to the production manufacture utilisation or distribution of gas or materials used in or resulting from the manufacture of gas or any residual products thereof but not so as to acquire any exclusive right to the working using exercising or putting in practice of any such invention..

Company to pay interest on money deposited as security for gas.

54. If any person is required by the Company to give to them security in respect of any supply of gas or for the payment of the price or rent of a meter and such security is made by way of deposit the Company shall pay interest at the rate of four pounds per centum per annum on every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands.

Company may refuse to supply gas in certain cases.

55. If a person requiring a supply of gas from the Company has previously quitted premises at which gas was supplied to him by the Company without paying to them all gas charges and meter rent due from him to the Company they may refuse to furnish to him a supply of gas until he pays the same.

Supply of gas where consumer has separate supply.

56. Notwithstanding anything contained in the Gasworks Clauses Act 1871 or any other Act a person shall not be entitled to demand from the Company a supply or the continuance of a supply of gas for premises having a separate supply (that is to say a supply of gas from an installation other than that of the Company) or a supply of electricity unless he shall have previously

agreed to pay the Company such minimum annual sum as will give to them a reasonable return on the capital expenditure and standing charges incurred by them to meet the possible maximum demand for those premises and the minimum annual sum to be so paid shall be determined in default of agreement by arbitration in manner provided by the Arbitration Act 1889.

As to construction and placing of pipes &c. between mains and meters.

57. In order to enable the Company to ensure a satisfactory supply of gas to their consumers the following provisions shall have effect :—

(1) The Company may specify the size and material of the pipes with the fittings thereof which are to be laid by the consumer on his own premises either in the first instance or on the occasion of any renewal between the Company's mains and the meter so far as such pipes and fittings are intended to be covered over :

(2) The Company may if they think fit make different specifications for different classes of premises having regard to the probable maximum consumption of gas thereon at any one time :

(3) The specification shall be published twice in some newspaper or once in each of two newspapers circulating within the limits of supply and a copy thereof shall be kept exhibited in the office or offices of the Company :

(4) Every meter to be used in a new building or a building not previously supplied with gas or in connection with a new or substituted pipe laid by the consumer between the main and the consumer's meter shall be placed as near as reasonably practicable to the Company's main but within the outside wall of the building :

(5) When any such pipe or meter as aforesaid has been laid or placed notice thereof shall be given to the Company and the pipe shall not be covered over until after the expiration of twenty-four hours from the service of such notice on the Company Any officer of the Company duly appointed may between nine o'clock in the morning and five o'clock in the afternoon attend and inspect such pipes (with their fittings) and meter and if the officer is not permitted

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to make the inspection or if the pipes or fittings are not according to the Company's specification or if the meter is not placed as required by this section the Company may refuse to supply gas to the premises until the provisions of this section have been complied with :

(6) Any person to whom the Company refuses a supply of gas under the provisions of this section may appeal to a petty sessional court against such refusal and the court may after hearing the parties and considering any questions as to the reasonableness of the Company's specifications make such order as seems to them proper in the circumstances and may order by which of the parties the costs of and incident to the appeal shall be paid.

Power to require use of anti-fluctuators for gas engines.

58. Every consumer of gas supplied by the Company who uses a gas engine shall if required to do so by the Company use an effective anti-fluctuator together with an effective non-return valve and shall at all times at his own expense keep such anti-fluctuator and valve in proper repair and in default of his so using or keeping such anti-fluctuator and valve in proper repair the Company may cease to supply gas to such consumer The Company shall have access to and be at liberty to take off remove test inspect and replace any such anti-fluctuator and valve at all reasonable times such taking off removing testing inspecting and replacing to be done at the expense of the Company if the anti-fluctuator and valve be found in proper order but otherwise at the expense of the consumer.

Power to enter premises and remove fittings.

59. The power to enter premises and to remove pipes meters fittings or apparatus conferred upon the Company by section 22 of the Gasworks Clauses Act 1871 shall extend to all cases in which any person entering into occupation of any premises previously supplied with gas by the Company shall not require to take a supply of gas from the Company or to hire from the Company all or any of the pipes meters fittings or apparatus belonging to the Company and let by them on hire to any former occupier of such premises.

Period of error in defective meters.

60. In the event of any meter used by a consumer of gas being tested in manner provided by the Sale of Gas Act 1859 and being proved to register erroneously within the meaning of the said Act such erroneous registration shall be deemed to have

first arisen during the then last preceding quarter of the year unless it be proved to have first arisen during the then current quarter The amount of the allowance to be made to or of the surcharge to be made upon the consumer by the Company shall be paid by or to the Company to or by the consumer as the case may be and shall be recoverable in the like manner as gas charges are recoverable by the Company. A.D. 1914.

Company may enter into contracts for supply of gas.

61. The Company may contract with any local authority company or persons authorised to supply gas under parliamentary powers in any district adjacent to the limits of supply for the supply to them respectively of gas in bulk upon such terms and conditions and for such periods not exceeding in any case seven years from the making of the contract as may be agreed upon but nothing in this section shall authorise the Company to lay any mains or interfere with any street beyond the limits of supply.

MISCELLANEOUS.

Dwelling houses for Company's employees offices showrooms &c.

62. The Company may purchase or take on lease houses cottages and buildings for persons in their employ and offices showrooms and other buildings for the purposes of the undertaking and may erect maintain and let any such buildings upon any lands for the time being belonging or leased to the Company.

Notice to discontinue supply of gas.

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

Authentication and service of notices by Company.

64. Any notice to be served by the Company on a person supplied with gas shall be sufficiently authenticated by the signature of the secretary of the Company or other officer of the Company for the time being authorised in writing by the directors thereof being affixed thereto in writing or in print or by a stamp or if it be a notice to pay any charge in respect of a supply of gas or gas fittings or appliances by the name either of the secretary or such other officer as aforesaid being affixed thereto in writing or in print or by a stamp and any such notice may be served on such person either personally or by sending the same through the post by a prepaid letter addressed to him by name at his last known or usual place of abode or of

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business or by delivering the same to some inmate at his last known or usual place of abode or business or to any inmate of the premises supplied or if such premises be unoccupied and the place of abode of the person to be served is after proper inquiry unknown it shall in the case of any notice not being a notice to pay any charge be sufficient to affix such notice or a copy thereof upon some conspicuous part of such premises.

Recovery of demands.

65. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Recovery of penalties &c.

66. Save as otherwise by this Act expressly provided all offences against this Act and all penalties forfeitures costs and expenses imposed or recoverable under this Act or any byelaw made in pursuance thereof may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

Power to apply for Provisional Orders to supply electrical energy.

67. The Company if they think fit may under the provisions of the Electric Lighting Acts 1882 to 1909 make applications for Provisional Orders authorising them to generate distribute and supply electricity and the Company may expend their funds upon or in connection with any such application and upon and in connection with the carrying into effect of any powers conferred upon them by any such Order.

Saving as to general Acts.

68. Nothing in this Act shall exempt the Company or their undertaking from the provisions of any general Act relating to the supply of gas which may be passed in this or any future session of Parliament.

Costs of Act.

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

The SCHEDULES referred to in the foregoing Act. A.D. 1914.

THE FIRST SCHEDULE.

AN AGREEMENT made the twenty-sixth day of March one thousand nine hundred and thirteen between CHARLES RYLAND BEEBY of 9 Bucklersbury in the City of London (hereinafter called "the receiver") of the one part and JOHN LUKE VENABLES of Buckhurst Lodge Wadhurst in the county of Sussex J.P. (hereinafter called "the purchaser") of the other part.

WHEREAS the Ticehurst and District Water and Gas Company (hereinafter called "the Company") was incorporated by the Ticehurst and District Water and Gas Act 1904 whereby (inter alia) the undertaking and all the rights and interest of the Wadhurst Ticehurst and District Gas Light and Coke Company incorporated by the Wadhurst Gas Act 1902 became vested in the Company as from the close of the thirty-first day of December one thousand nine hundred and four and thereupon the Company became empowered to construct the gasworks and supply gas within the limits of the parishes of Wadhurst Ticehurst Burwash Salehurst Hurst Green Etchingham and Heathfield in the county of Sussex (provided that the Company should not exercise the powers of the said Acts in the parish of Salehurst without having obtained the consent of the rural district council) and to carry on the business usually carried on by gas companies and generally to carry the powers of the said Acts into execution:

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

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

And whereas by the judgment dated the twenty-second day of February one thousand nine hundred and ten in the said action

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certain accounts and inquiries were directed and the receiver was appointed receiver of the undertaking and of the net earnings thereof:

And whereas by an order dated the thirtieth day of March one thousand nine hundred and ten in the said action the receiver was empowered to borrow for the purposes therein mentioned the sum of three hundred pounds in priority to the said debentures:

And whereas in pursuance of the said order the receiver has borrowed from Donald Sween Mackay the sum of three hundred pounds in priority to the said debentures of which the sum of two hundred and seventy pounds now remains due and owing by the receiver:

And whereas by an order dated the fourth day of November one thousand nine hundred and ten in the said action the receiver was empowered to borrow for the purposes therein mentioned the sum of one thousand five hundred pounds in priority to the said debentures but subject to the aforesaid loan of three hundred pounds:

And whereas in pursuance of the said order the receiver has borrowed from the said Donald Sween Mackay the sum of one thousand two hundred and fifty pounds in priority to the said debentures but subject as aforesaid of which the sum of one thousand two hundred and five pounds now remains due and owing by the receiver:

Now it is hereby agreed as follows:—

1. Subject to the sanction of the court in the said action being obtained and subject to the sanction of Parliament being obtained by an authorising or confirming Act (hereinafter referred to as "the enabling Act") the receiver agrees to sell and the purchaser agrees to purchase as a going concern the whole of the gas undertaking of the Company including all the freehold and leasehold lands of the Company on which its gasworks stand and the buildings and other erections thereon (short particulars of which lands are contained in the Schedule I. hereto) and all machinery and other plant of the Company connected with the manufacture and supply of gas and all gas mains meters fittings chattels and things belonging to the Company and the benefit of all contracts entered into by the receiver or taken over by him as receiver of the Company relative to the supply of gas by the Company and generally all the works real and personal property powers authorities privileges exemptions and other the rights and interests of the Company so far as the same are held or enjoyed or exerciseable by the Company as part of or in connection with its gas undertaking except any balance belonging to the Company at its bankers (or in the hands of the receiver or in court) and any moneys payable by the purchaser hereunder (all which said premises so agreed to be sold except as aforesaid are hereinafter referred to as "the gas undertaking").

2. The sale shall take effect as on and at the date when the sanction of the court in the said action shall be given (hereinafter called "the date of sanction") and as from the date of sanction and up to the day hereinafter fixed for the completion of the sale (hereinafter called "the day of transfer") the business of the Company so far as it relates to the gas undertaking shall be deemed to be carried on for the benefit of the purchaser and for his own profit and at his own risk and expense.

3. All gas rates and rents and other income payable to the Company and also all taxes parochial rates and other outgoings payable by the Company in respect of the gas undertaking shall so far as may be necessary be apportioned between the Company or the receiver on the one hand and the purchaser on the other hand as at the date of sanction Such apportionment shall be made forthwith after the date of sanction and the sum ascertained to be due from the purchaser in respect of such apportionment shall thereupon be paid by him to the receiver.

4. The consideration for the sale shall be the sum of four thousand pounds to be paid by the purchaser as follows (viz.):—

Four hundred pounds part thereof shall within three days from the date of sanction be paid into court by the purchaser to the credit of the said action or otherwise as the court shall in the said action direct as a deposit and in part payment of the said purchase money and three thousand six hundred pounds the balance thereof shall be paid into court by the purchaser to the like credit on or before the day of transfer For the purpose of determining the ad valorem duty payable in respect of the property comprised in the sale which passes by delivery the consideration for such property belonging to the Company shall be taken to be three thousand pounds.

5. The purchaser shall pay interest at the rate of three pounds per centum per annum on three thousand six hundred pounds the balance of his purchase money from the date of sanction up to the day of transfer by equal quarterly payments on the usual quarter days the first of such payments or the due proportion thereof in respect of the period between the date of sanction and the quarter day next following to be paid on the quarter day next following the date of sanction The said payments of interest shall either be made to the receiver or into court to the credit of the said action as the court shall direct.

6. The gas undertaking and the premises hereby agreed to be sold are sold free from all the debentures and incumbrances of the Company and the said sums of two hundred and seventy pounds and one thousand two hundred and five pounds so owing to the said Donald

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Sween Mackay by the receiver as hereinbefore recited and all other the debts and liabilities of the Company existing at the said date of sanction other than and except its liabilities under the contracts in the next succeeding clause mentioned.

7. The gas undertaking is sold subject only to the contracts particularised in Schedule II. hereof The purchaser shall as from the date of sanction take over and perform and fulfil all the contracts hereinbefore in this clause mentioned so far as the same shall be subsisting at the date of sanction and shall indemnify the Company from all demands claims and liabilities thereunder.

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

(*a*) The purchaser shall carry on the gas undertaking according to the usual course of business so as to maintain the same as a going concern and shall uphold maintain and keep the works and property included in the gas undertaking in their present state and condition (reasonable wear and tear and damage by fire storm and tempest excepted):

(*b*) He shall be entitled to exercise so far as the law permits all the statutory or other rights of the Company in relation to the gas undertaking and he shall cause the statutory and other obligations of the Company relative to the supply of gas to be observed and performed:

(*c*) He shall keep proper books of account:

(*d*) All moneys required for carrying on the gas undertaking shall be provided by the purchaser:

(*e*) He shall not part with possession of the gas undertaking or any part thereof or knowingly do or suffer anything whereby the value of the same might be impaired.

9. If this contract shall become void under clause 15 hereof the purchaser shall forthwith re-deliver and give up possession of the gas undertaking to the receiver and thereupon the purchaser shall account for all moneys which have been received by him in respect of the gas undertaking and for all payments properly made by him in respect of the gas undertaking and for any then existing credits and liabilities of the gas undertaking which have been obtained or incurred after the date of sanction but the purchaser shall not be entitled to credit

for any payments or liabilities for capital expenditure unless the same shall have been or shall subsequently be sanctioned by the court in the said action And the purchaser shall pay or be paid the balance found due from or to him on taking the said accounts and any balance payable by the purchaser shall be paid into court to the credit of the said action and the purchaser shall discharge any liability of his under clause 8 hereof to the satisfaction of the court and thereupon he shall be repaid his said deposit and also the sums paid by him for rent or interest under clause 5 hereof but without any interest on such deposit or sums and pending payment of any sums payable to the purchaser under this clause the same with interest thereon at three pounds per cent. per annum shall be subject to the approval of the court to this agreement secured as a first charge on all the property and assets of the Company in priority to the debentures and all other moneys owing by and liabilities of the Company but subject nevertheless to the said sums of two hundred and seventy pounds and one thousand two hundred and five pounds owing by the Company as aforesaid to the said Donald Sween Mackay and to an amount not exceeding seven hundred and fifty pounds being an unascertained balance due to the receiver and an amount not exceeding four hundred and sixty-eight pounds expended by the Heathfield and District Water Company Limited in accordance with an order made in the said action dated the twelfth day of March one thousand nine hundred and thirteen.

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

11. An application shall forthwith be made by the receiver in the said action for the sanction of the court to this agreement and if such sanction be not obtained before the twenty-fourth day of June next this agreement shall be void except clause 14 hereof.

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

13. The purchaser shall promote a Bill and use his best endeavours to procure its passing in the first session of Parliament in one thousand nine hundred and fourteen or earlier if practicable which Bill shall contain such clauses as may be necessary (alone or amongst other things) to carry this agreement into effect and to authorise the sale and transfer hereby agreed to be made and the distribution by the court in the

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said action of the purchase consideration and the receiver (if the court shall approve his so doing) and also the Company shall upon request of the purchaser do all things necessary to facilitate and assist in the obtaining of such Act (herein referred to as "the enabling Act") The said Bill may if the court so approve contain clauses incorporating the purchaser and/or others into a corporation with a share capital and borrowing and other powers for the purpose of acquiring the benefit of this agreement from the purchaser and taking over the gas undertaking but this shall be without prejudice to the personal liability of the purchaser hereunder.

14. If and so far as any costs charges and expenses shall be exercised by the purchaser the receiver and/or the Company at the request in writing of the purchaser for or in connection with the promotion or obtaining of the enabling Act the same shall be borne and paid by the purchaser.

15. If the enabling Act shall not receive the Royal Assent on or before the thirty-first day of December one thousand nine hundred and fourteen this agreement shall be void except so far as may be necessary for the execution and fulfilment of clause 9 hereof.

16. The purchaser shall if so required by the court in the said action find sureties to be approved by the court for the performance of his obligations hereunder.

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

18. The title to the freehold land specified in Schedule I. hereto shall commence with an indenture dated the twenty-sixth day of September one thousand eight hundred and sixty-seven and made between Thomas Pullinger of the one part and the Ticehurst Gas Consumers Company Limited of the other part and the title to the leasehold lands and hereditaments specified in Schedule I. hereto shall commence with the indenture of lease dated the twenty-seventh day of May one thousand nine hundred and four and made between Henry Tarlton Whitty of the one part and the Wadhurst Ticehurst and District Gas Light and Coke Company of the other part The purchaser shall furnish all proper particulars and references which may be required by the landlord for the purpose of giving his consent to the assignment of the said leasehold lands to the purchaser and if such consent be withheld the Company shall in lieu of an assignment execute a declaration of trust of such leasehold lands in favour of the

purchaser which declaration shall be accepted by the purchaser as a sufficient compliance with the Company's obligations to complete the said sale of the said leasehold lands The purchaser having already inspected the lease under which the said leasehold lands are held shall not make any objection or requisition in respect of such lease and the production of the last receipt for rent under such lease shall be conclusive evidence that all the covenants and conditions in such lease have been duly performed and observed up to the day of transfer. A.D. 1914.

In witness whereof the said parties to these presents have hereunto set their hands the day and year first above written.

The SCHEDULE I. above referred to.

TICEHURST—FREEHOLD GASWORKS. All that freehold piece or parcel of land containing by estimation forty-four perches or thereabouts situate in the parish of Ticehurst on the north side of the road leading from Ticehurst to Flimwell and bounded on the north and west sides thereof by land now or late belonging to Emily Noakes on the east by land belonging to Thomas Carrick and on the south by the said road leading from Ticehurst to Flimwell aforesaid with the gasworks gasholders retort house purifiers stores cottage and other buildings erected thereon and together with all the gas-making plant mains stoves meters supplies and all other properties articles rights and privileges connected with the Ticehurst gas undertaking save and except the tar solidifying plant erected in the works and reserving therefrom the right of way through the entrance way to the premises at the east side of the gasworks.

WADHURST—LEASEHOLD GASWORKS. All the leasehold piece or parcel of ground situate and being on the Dewhurst Lodge Estate Wadhurst and on part of which are erected gasworks held for a term of ninety-nine years from the sixth February one thousand nine hundred and four at the yearly rent of twelve pounds ten shillings together with the gasworks gasholders retort house purifiers stores and other buildings erected thereon and all the gas-making plant supplies stoves meters mains rights privileges and all other appurtenances connected with the Wadhurst gas undertaking.

A.D. 1914.

The SCHEDULE II. above referred to.

(*a*) A contract for the supply of gas to the parish council of Wadhurst Sussex comprised in certain letters between the receiver and Mr. S. T. Wallis the clerk to the said council dated respectively July twenty-fourth and twenty-seventh and August eighth and ninth one thousand nine hundred and eleven.

(*b*) A contract with Dr. Newington for the supply of gas to the establishment Ticehurst Sussex at the rate of four shillings and ninepence per one thousand feet consumed up to one hundred thousand and thereafter four shillings and threepence per one thousand cubic feet.

(*c*) Contracts with ordinary consumers at the current rates of four shillings and sixpence per one thousand feet in Wadhurst parish and four shillings and ninepence per one thousand feet in Ticehurst parish.

(*d*) Contracts with power consumers at four shillings per one thousand cubic feet viz. with Messrs. Gibb Luck Bros. Bridgland Bassett Watson Smyth and Streeter.

(*e*) Contracts with slot consumers.

Witness to the signature of Charles Ryland Beeby.

A. H. BROWNE
Clerk to Matthew J. Jarvis Solicitor
4 Finsbury Square E.C.

SIXPENNY STAMP.
C. RYLAND BEEBY
26-3-13.

THE SECOND SCHEDULE.

HEADS OF TERMS FOR VARIATION OF AGREEMENT OF TWENTY-SIXTH MARCH ONE THOUSAND NINE HUNDRED AND THIRTEEN.

1. The purchase money is reduced to two thousand seven hundred pounds.

2. The sum of four hundred pounds already paid into court shall be taken in part payment of such reduced purchase money.

3. Two thousand three hundred pounds the balance of such reduced purchase money together with interest on such balance at three per cent. per annum from twenty-fourth June one thousand nine hundred and fourteen up to the day of transfer in the said agreement mentioned shall be paid into court by the purchaser to the credit of this action "Proceeds of gas undertaking" on or before the said day of transfer No interest shall be payable by the purchaser in respect of any period prior to the said twenty-fourth June one thousand nine hundred and fourteen.

4. All the outgoings of or in respect of the gas undertaking of the defendant company including the rents payable in respect of the leasehold gasworks and cottages shall be borne and paid by the purchaser as from the twenty-fifth June one thousand nine hundred and thirteen An apportionment of income and outgoings is to be made as at the twenty-fifth June one thousand nine hundred and thirteen and is agreed at the sum of two pounds nineteen shillings and threepence payable to the receiver which sum is forthwith to be paid by the purchaser to the receiver.

5. The payment into court of the sum of two thousand three hundred pounds provided for in paragraph 3 hereof shall be deemed to be and shall be accepted in full satisfaction of the sum of three thousand six hundred pounds referred to in subclause (2) of the clause in the Bill of which the marginal note is "Transfer of gas undertaking of Ticehurst Company" and subclauses (3) and (4) of the same clause shall be deemed to be satisfied by the performance of the obligations imposed by paragraph 3 of these heads as to payment of interest and by paragraph 4 of these heads as to payment of amount due on apportionment of income and outgoings.

6. On the payment of the sums payable under the agreement of twenty-sixth March one thousand nine hundred and thirteen as varied by these heads of terms the said clause in the Bill of which the marginal note is "Transfer of gas undertaking of Ticehurst Company" after the Royal Assent has been given to the Bill shall become operative and shall transfer to and vest in the company to be incorporated by the Bill the gas undertaking of the Ticehurst Company with their rights powers and privileges in relation to the same subject nevertheless as regards the parishes of Heathfield and Burwash to the provisions hereinafter contained but any deed of conveyance or otherwise necessary to give legal effect to the transfer shall be also executed If for any technical reason the actual sums mentioned in or to be ascertained under the said clause must be paid into court or to the receiver the portion of such sums in excess of the sums agreed upon in paragraphs 3 and 4 of these heads of terms shall be forthwith refunded to the purchaser and the receiver shall take such steps as may be necessary in this behalf.

7. The words "The purchase and other moneys payable into court to the credit of the said action as hereinbefore provided" in the clause of the Bill of which the marginal note is "Application of purchase money" shall be deemed to read as follows "The purchase " and other moneys payable into court to the credit of the said action " as provided by the agreement of the twenty-sixth March one thousand " nine hundred and thirteen as varied by heads of terms for variation " thereof approved by order of the Court dated the fourteenth July " one thousand nine hundred and fourteen."

A.D. 1914.

8. The agreement of the twenty-sixth March one thousand nine hundred and thirteen shall operate as if the statutory powers and other rights privileges and interests of the defendant company in the parish of Heathfield were wholly excluded from the gas undertaking of the defendant company thereby conditionally agreed to be sold and as if the statutory powers and other rights privileges and interests of the defendant company in the parish of Burwash either wholly or to such limited extent as may be determined by Parliament were also excluded from the gas undertaking of the defendant company thereby conditionally agreed to be sold.

9. If the said Bill shall become law in substantially its present form or with such amendments as may be required or necessary to exclude the parish of Burwash or any part thereof from the limits of supply provided by this Bill or otherwise for the protection of Herbert Taylor and William Walter Sixsmith the owners of a gas-works at Burwash the sanction of Parliament shall be deemed to have been obtained to the agreement of twenty-sixth March one thousand nine hundred and thirteen as varied by these heads of terms.

10. The purchaser shall continue to promote the said Bill as amended and use his best endeavours to secure that the same shall become law and the purchaser accepts the varied terms herein set out in full settlement of all claims and demands by him against the receiver of the defendant company for or in respect of the amendments made in the Bill by the House of Commons or other the amendments (if any) to be made in the said Bill in Parliament in pursuance of paragraph 11 hereof.

11. The purchaser may if he so desires cause amendments to be made in the Bill to give effect to the provisions of these heads of terms and the receiver at the expense in all things of the purchaser shall if called upon so to do give such consents and take such steps as may be necessary in this behalf.

THE THIRD SCHEDULE.

DESCRIPTION OF GAS LANDS.

All that freehold piece or parcel of land containing by estimation forty-four perches or thereabouts situate in the parish of Ticehurst in the county of Sussex on the north side of the road leading from Ticehurst to Flimwell and bounded on the north and west sides thereof by land now or late belonging or reputed to belong to Emily Noakes on the east by land belonging or reputed to belong to Thomas Carrick and on the south by the said road leading from Ticehurst to Flimwell excepting and reserving therefrom the right of way through the entrance way to the premises at the east side of the gasworks.

All that leasehold piece or parcel of ground situate and being on the Dewhurst Lodge Estate Wadhurst forming the site of the gas-works of the Ticehurst Company bounded on the north west and east by land belonging or reputed to belong to the executors of the late Henry Tarlton Whitty and on the south by the main road from Wadhurst to Frant.

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