

CHAPTER lxxiv.

An Act to revive the powers and extend the periods for the Compulsory Purchase of Lands for and for the completion of the Dock and Works authorised by the Thames Deep Water Dock Act 1881 and for other purposes. A.D. 1891.
[3rd July 1891.]

WHEREAS by the Thames Deep Water Dock Act 1881 (in this Act referred to as "the Act of 1881") the Thames Deep Water Dock Company (in this Act called "the Company") were incorporated and authorised to make and maintain a dock and other works in the parish of Dagenham in the county of Essex:

And whereas by the Act of 1881 the periods for the compulsory purchase of lands and for the completion of works were limited to four and ten years respectively from the passing of that Act which received the Royal Assent on the eighteenth day of July one thousand eight hundred and eighty-one:

And whereas it is expedient that the powers of the Company for the compulsory purchase of lands should be revived and extended and that the time for the completion of the dock and works should also be extended as hereinafter provided and that the Act of 1881 should in other respects be amended:

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:—

1. This Act may be cited as the Thames Deep Water Dock Act Short title.
1891.

2. All the rights powers and authorities conferred upon the Company by the Act of 1881 for the compulsory purchase of lands Powers of
Act of 1881
for purchase
[Price 9d.] A 1

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of lands
revived and
extended.

shall be and the same are hereby revived and extended and may be exercised by the Company for and during a period of four years from the eighteenth day of July one thousand eight hundred and ninety-one notwithstanding the lapse of those powers on the eighteenth day of July one thousand eight hundred and eighty-five and on the expiration of such extended period those powers shall cease Provided that such powers shall not be exercisable by the Company unless and until they shall prove to the satisfaction of the Board of Trade that not less than one million pounds of the capital authorised by the Act of 1881 has been bonâ fide subscribed for and not less than four hundred thousand pounds thereof paid up by persons in whom shares for the first-mentioned sum are vested.

Parties
aggrieved by
extension of
time may
have com-
pensation.

3. The justices arbitrators umpires or juries as the case may be who may award or assess the compensation to be made by the Company to the owners lessees or occupiers of or other persons interested in lands taken or used for the purposes of the dock and works authorised by the Act of 1881 or injuriously affected by the construction thereof shall in estimating the amount of such compensation have regard to and assess compensation for the additional damage (if any) sustained by those owners lessees occupiers or other persons by reason of the extension of time granted by this Act.

Powers of
Act of 1881
for com-
pletion of
dock and
works ex-
tended.

4. The time limited by the Act of 1881 for the completion of the dock and works thereby authorised is hereby extended for a period of ten years from the eighteenth day of July one thousand eight hundred and ninety-one and if the dock and works are not completed within the extended period limited by this Act then on the expiration of that period the powers by the Act of 1881 and this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Existing
contracts and
notices to
take lands
not to be
affected.

5. The extension of time granted by this Act shall not affect any contract entered into or notice given by the Company before the passing of this Act for purchasing taking or using any lands which the Company were entitled to purchase take or use but every such contract and notice shall be construed and take effect and the same proceedings may be had thereunder and all parties thereto shall be entitled to the same rights and remedies in respect thereof at law and in equity as if the extension of time had not been granted.

Restriction
on taking
houses of

6. The Company shall not under the powers of the Act of 1881 as extended by this Act without the consent of the Local Govern-

ment Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the Act of 1881 were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

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labouring
class.

For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

7. Section 19 of the Act of 1881 shall be read and have effect as if the words "and in accordance with the terms of a licence to be granted under the seal of the Conservators and notwithstanding anything contained in the Lands Clauses Acts the consideration or compensation for such licence as may be granted by the Conservators for any embankment encroachment upon or interference with any part of the bed soil or shore of the River Thames shall be assessed in manner prescribed by section 58 of the Thames Conservancy Act 1857" had been added thereto.

Extending
provision of
section 19
of Act of
1881.

8. The dock and works shall be deemed to be situate within the limits and form part of the port of London and nothing in this Act or in the Act of 1881 contained shall extend or be construed to extend to prejudice or derogate from or in anywise alter affect or interfere with the jurisdiction power authority rights or privileges which at any time heretofore have been given or granted to or which are now vested in or which may be legally exercised by the mayor aldermen and commons of the City of London as the port sanitary authority of the port of London.

Saving for
port sanitary
authority of
port of
London.

9. The agreement dated the 7th day of May 1891 between Samuel Williams of the one part and the Company of the other part as set forth in the schedule to this Act is hereby confirmed and made binding on the said Samuel Williams and the Company respectively.

Confirming
agreement
with Samuel
Williams.

10. Nothing herein contained shall exempt the Company or the dock and works by the Act of 1881 authorised from the provisions of any present or future general Act relating to harbours docks or piers or to dues on shipping or on goods carried in ships or to pilotage

Company not
exempt from
provisions of
general Acts
relating to
docks, &c.

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A.D. 1891. — or to lights buoys and beacons or to the powers and privileges of the general lighthouse authorities.

Expenses of Act.

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

SCHEDULE referred to in the foregoing Act.

A.D. 1891.]

MEMORANDUM OF AGREEMENT made the 7th day of May 1891 between SAMUEL WILLIAMS of Belvedere Road Lambeth in the county of Surrey Esquire who with his heirs executors administrators and assigns is hereinafter referred to as "the landowner" of the one part and THE THAMES DEEP WATER DOCK COMPANY who with its successors and assigns is hereinafter referred to as "the Company" of the other part.

WHEREAS the Thames Deep Water Dock Company were incorporated by the Thames Deep Water Dock Act 1881 (hereinafter referred to as "the Act of 1881") and were authorised to make the dock and other works (hereinafter referred to as "the docks") in the parish of Dagenham in the county of Essex particularly mentioned and set forth in the Act of 1881:

And whereas the periods for compulsory purchase of lands and completion of works under the Act of 1881 were limited to 4 and 10 years respectively from the passing of that Act which received the Royal Assent on the 18th July 1881:

And whereas the powers for compulsory purchase of the lands necessary for the construction of the docks have expired and the period for construction and completion of the docks will expire on the 18th July next:

And whereas the Company are applying by Bill in the present session of Parliament (herein-after referred to as "the Bill") for an Act to revive and extend the time for exercise of the powers for the compulsory purchase of land and to extend the time for construction and completion of the docks for periods of 4 years and 10 years respectively from the 18th day of July 1891:

And whereas the landowner has since the expiration of the hereinbefore mentioned powers for the compulsory purchase of land necessary for the construction of the said dock and other works acquired a very large portion of the land at Dagenham required for the purposes of the construction of the docks and has carried out extensive works and expended large sums of money on certain portions of the said land and requires in the development of the said works to erect further works and machinery in connexion with the works so constructed by him as aforesaid and with his business thereon:

And whereas the landowner has presented a petition against the Bill and the Company are desirous to agree with the landowner for his withdrawal from opposition to the Bill and the landowner has agreed to withdraw from his opposition on the terms and conditions following:

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A.D. 1891. NOW IT IS HEREBY AGREED between the Company and landowner as follows:—

1. In this Agreement the following expressions shall have the following meanings The expression "the plan" shall mean the plan signed in triplicate by the Right Honourable Leonard Henry Courtney the Chairman of the Committee of the House of Commons to whom the Bill was referred The expression "the railway" shall mean the railway coloured red on the plan and now in course of construction by the landowner from the pier also shown on the plan to the London Tilbury and Southend Railway The expression "the road" shall mean the road coloured yellow on the plan and now giving access from the land belonging to the landowner to the main road leading from Barking to Rainham The expression "the line A B C" shall mean the line coloured blue on the plan such line being drawn along the western side of the said railway now in course of construction by the landowner and from the point A on the plan to the point B on the plan always 15 feet equidistant from the centre line of such railway and from the point B on the plan to the point C on the plan always 25 feet equidistant from the western side of the wooden staging of the said pier shown on the plan.

2. The Company shall not at any time enter upon take or use without the consent in writing of the landowner any of the land belonging to the landowner coloured green on the plan.

3. In carrying out the works for the construction of the dock the Company shall select a site for the entrance to the dock so as not to interfere with the efficient working of the pier or jetties shown on the plan.

4. The Company shall not in any way obstruct or interfere with the railway or with the road unless and until they shall at their own cost in all things have provided to the reasonable satisfaction of the landowner in place of the railway a substituted railway and in the place of the road a substituted road in each case affording a free and uninterrupted access from the said pier to the London Tilbury and Southend Railway and from the land coloured green on the plan to the said main road leading from Barking to Rainham open at all times and as convenient to the landowner in all respects as the railway and the road to be interfered with The Company shall vest the substituted railway in the landowner for the exclusive use of him and his tenants and those whom he may authorise to use the same and the substituted road shall be for the use of the landowner his tenants and persons authorised by him or them on foot or with carriages horses and carts In case of any dispute under this Article such dispute shall be determined by an independent engineer to be agreed on between the landowner and the Company or (in case of failure to agree for one calendar month after requisition in writing by either party to the other to agree) to be nominated by the President for the time being of the Institute of Civil Engineers.

5. In the event of the Company selecting the site for their docks on the west side of the line A B C they shall purchase and acquire and the landowner shall sell all the land belonging to the landowner situate on the west side of the line A B C and within the limits of deviation shown on the deposited plan referred to in the Act of 1881 as to which a good holding title shall be made out subject

to any tenancies subsisting at the date of the purchase and subject to any rights exercisable thereover by the Commissioners of Sewers for the levels of Havering Dagenham Ripple Barking East Ham West Ham Leyton and Walthamstow in the respective counties of Essex Middlesex and Kent and to all rights of way and other easements and shall pay to the landowner for the said land such a sum as shall be agreed upon between the landowner and the Company or in default of such agreement as shall be fixed by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 and any statutory modification thereof.

6. In the event of the Company requiring any land belonging to the landowner on the east side of the line A B C the Company shall purchase and acquire and the landowner shall sell all the land belonging to him as to which he shall make out a good holding title situate both on the east and west sides of the line A B C and within the said limits of deviation other than the land coloured green on the plan subject to any rights exercisable thereover by the Commissioners of Sewers for the said levels of Havering Dagenham Ripple Barking East Ham West Ham Leyton and Walthamstow and to all rights of way and other easements and to any tenancies subsisting at the date of the purchase and in addition the Company shall purchase and acquire and the landowner shall sell all the land belonging to the landowner as to which he shall make out a good holding title situate outside the said limits of deviation but between the eastern limit of deviation shown on the deposited plan referred to in the Act of 1881 the River Bream the said London Tilbury and Southend Railway and the River Thames other than the land coloured green on the plan subject to any rights exercisable thereover by the aforesaid Commissioners and to all rights of way and other easements and to any tenancies subsisting at the date of the purchase and the Company shall pay for the lands purchased and acquired under this Article at a price to be fixed by agreement or arbitration in manner hereinbefore provided in respect to the lands referred to in the last-preceding Article hereof.

7. The landowner's costs of the conveyance of the before-mentioned lands including therein all charges and expenses incident to the investigation deduction and verification of title shall be paid by the Company in manner provided by the Lands Clauses Consolidation Acts.

8. As soon as the walling of the dock shall have been completed the Company shall give written notice thereof to the landowner who shall be at liberty within three months after the receipt of such notice to purchase from the Company a portion of the dock 300 feet square in the dock and so situate as to provide a water space 250 feet square having a water depth of 25 feet and a quay along and for the whole length of two adjoining sides of the said water space 50 feet in breadth the site of the portion of the dock so to be purchased by the landowner subject to its being so situate as aforesaid to be such as the Company and the landowner shall hereafter agree on or as in the event of disagreement shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Acts and the Company shall afford convenient access at all times between the last-mentioned site and the railway or the said substituted railway (if any) and the landowner may in the said water space

A.D. 1891. — construct two jetties not exceeding 250 feet in length and notwithstanding anything contained in the Act of 1881 or any byelaws made thereunder may moor alongside the said last-mentioned jetties and quay vessels laden or to be laden with coal and may place erect and work on such jetties and quay such rails cranes staiths tips shoots and machinery as he may require for the purpose of loading and unloading coal at and from such last-mentioned jetties and quay either into vessels or railway trucks and may notwithstanding anything in the Act of 1881 contained or any byelaws made thereunder load and unload coal into vessels or railway trucks at and from the same accordingly.

9. The price of the said portion of the dock and land so to be purchased by the landowner shall be calculated at an acreage rate equal to that payable by the Company to the landowner for the land to be purchased as aforesaid Provided nevertheless that the landowner shall not at any time sell let assign or part with the possession of the said portion of the dock or land so purchased by the landowner to any person company or corporation other than the Company without giving to the Company the option of purchasing or repurchasing the same with (if the Company so require) all machinery plant and works thereon at a price to be agreed on between the Company and the landowner or in case of disagreement to be settled by arbitration in accordance with the provisions of the Lands Clauses Acts.

10. The landowner shall pay to the Company a tonnage rate of one penny per ton for each registered ton of each ship so unloading such payment to be in lieu of all dock rates and dues which would but for this provision be payable by the landowner in respect of such ship.

11. In exercising the rights reserved to the landowner by Article 8 of this agreement the landowner shall carry out the works for and in connection with the construction of such jetties and the erection thereon of the necessary cranes and machinery and appliances in connection therewith and shall at all times maintain the same to the reasonable satisfaction of the Company and the engineer for the time being of the Company and shall in the construction erection maintenance and use of the said jetties and all works and appliances in connection therewith and in the use generally of the said portion of the dock and land interfere as little as possible with the construction maintenance administration and ordinary business traffic of the dock and shall adopt all reasonable means for the purpose of securing such non-interference therewith and preventing damage or injury to the property and effects of the Company and any shipowner person or company lawfully using the dock and property of the Company and shall at all times indemnify the Company against all liability and damage which they may incur by reason of any wilful or negligent act or default of the landowner his agents servants and workmen in or about the exercise by the landowner his agents servants and workmen of any of the rights reserved under the said Article 8.

12. The landowner (so far as he lawfully can or may do) shall permit the Company to take either from Dagenham Breach or to divert from the River Bream such quantity of fresh water as they may from time to time require for the purposes of the dock and the landowner will grant to the Company (if so

required in writing under their common seal) a right of easement for the purpose of conveying such fresh water across any of the land of the landowner (through which it may be necessary to convey the same) by means of a pipe or closed conduit so placed and laid or made as not to interfere with the use and enjoyment of such land by the landowner or his tenant or tenants such pipe or conduit to be placed and laid in all things at the cost of the Company. A.D. 1891.

13. The landowner may notwithstanding anything contained in the Act of 1881 keep and use in the dock two steam tugs (for the purpose of his own business exclusively) and such a number of barges not exceeding forty at any time as may be necessary in connection with the business carried on by him at the said portion of the dock and land so to be purchased by him as aforesaid Provided that in working and using the said steam tugs and barges the landowner his agents servants and workmen shall impede and interfere as little as possible with the proper and efficient working of the dock.

14. In exercising his rights upon the said water space jetties and quay so to be purchased by him and in working and using the said steam tugs and barges within the docks the landowner shall subject however as is herein-before provided by Articles 8 and 13 hereof be liable to all byelaws rules and regulations for the time being in force for the proper and efficient working and regulation of the dock and shall indemnify and save harmless the Company and all companies and persons lawfully using the said docks from and against all damage or injury that they may sustain by reason of any wilful or negligent act of the landowner or any in his employment or acting under any authority from him.

15. The Company shall not enter upon or take any land belonging to the landowner unless and until they shall have previously proved to the satisfaction of the landowner that the capital of the Company to the extent of not less than 1,000,000*l.* has been duly and bonâ fide subscribed for and that not less than 400,000*l.* has been fully paid up by persons in whom the same is vested in accordance with the provisions in that behalf in the Act of 1881.

16. In consideration of the foregoing agreement the landowner agrees to withdraw his present opposition in the House of Commons and not further to oppose the said Bill save so far as may be requisite for the purpose of securing to the landowner his rights under this agreement The Company shall pay to the landowner his costs of preparing and lodging his said petition retaining counsel instructions for and preparation of brief and proofs obtaining evidence negotiations with the Company's agents and the preparation and completion of this agreement which are hereby agreed at two hundred and ten pounds and shall also pay his reasonable costs of watching the Bill through Parliament (and if necessary by counsel agents and witnesses) to ensure its not being altered to his prejudice.

17. This agreement shall be scheduled to and confirmed by the said Act subject to such alterations therein (if any) as Parliament may see fit to make therein but if any alteration be made therein which either of the parties hereto considers material it shall be competent to such party to withdraw the agreement and the same shall in such last-mentioned event or in the event of the Bill from any cause failing to pass into law save and except as to the payment by the Company of the landowners costs be ipso facto annulled and

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A.D. 1891. — the landowner shall be remitted to his rights as fully as if this agreement had not been entered into.

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

SAMUEL WILLIAMS.

Witness to the signature of Samuel Williams,
BASIL FLETCHER, solicitor

JOHN PROFITT,
ALFRED RUMBALL,
Directors.



Seal of the
Thames Deep
Water Dock
Company.

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