



CHAPTER cxlix.

An Act for incorporating the Dagenham and District Farmers' (Optional) Sewage Utilization Company, and for authorising them to construct Works for Supply of Sewage to Owners and Occupiers of Land in Dagenham and the adjacent District; and for other purposes. A.D. 1880.

[6th August 1880.]

WHEREAS the utilization and supply of sewage for agricultural and other purposes, and the construction and maintenance of conduits and other works for the distribution of sewage in Dagenham and the adjacent district would be of local advantage, and it is expedient that the works by this Act authorised should be made and maintained:

And whereas the Metropolitan Board of Works (herein-after referred to as "the Board") have, under the powers of the Metropolis Management Act, 1855, and of the other Acts amending the said Act, made and constructed a system of sewers and works for the improvement of the main drainage of the metropolis, and in the exercise of the powers granted by the said Acts have constructed, among other works, main outfall sewers for carrying the sewage of the northern area of the metropolis down to Barking Creek in the River Thames: 18 & 19 Vict.
c. 120.

And whereas the persons herein-after named with others are willing, at their own expense, with the consent of the Board, to divert and treat the sewage, or a portion thereof conveyed by the Northern Main Outfall Sewers, and to collect, transmit, and supply the same to owners and occupiers of land for the fertilization of the same, and to make and maintain the works, and to carry the undertaking into execution if authorised so to do, and are desirous of being incorporated into a company for that purpose:

And whereas plans and sections of the works by this Act authorised, showing the lines and levels thereof, and the lands

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A.D. 1880. which may be taken for the purposes of this Act, and also books of reference to the plans containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands, have been deposited with the clerks of the peace for the counties of Essex and Kent respectively, and those plans and books of reference are in this Act referred to as "the deposited plans, sections, and books of reference :"

And whereas the Board have entered into the agreement with Messrs. Fanshawe, Grant, and Birch, a copy of which is set out in the schedule to this Act, and is in this Act called the scheduled agreement, and it is expedient that the scheduled agreement should be confirmed with the exception of articles 21 and 22, which form the subject of an enactment in this Act contained, and that the Board should be protected as in this Act provided :

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

May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title.

1. This Act may be cited for all purposes as the *Dagenham and District Farmers' (Optional) Sewage Utilization Act*, 1880.

Incorporation³
of general Acts.
8 & 9 Vict.
c. 16.
26 & 27 Vict.
c. 118.
8 & 9 Vict.
c. 18.
23 & 24 Vict.
c. 106.
32 & 33 Vict.
c. 18.
8 & 9 Vict.
c. 20.

2. The Companies Clauses Consolidation Act, 1845 ; Part I. (relating to cancellation and surrender of shares), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863 ; the Lands Clauses Consolidation Acts, 1845, 1860, and 1869 ; and the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof, are (except where expressly varied by this Act) incorporated with and form part of this Act ; and those Acts shall be read as if the works therein referred to had been the works referred to in this Act.

Incorporation
of
certain
clauses of
10 & 11 Vict.
c. 17. and
26 & 27 Vict.
c. 93.

3. The following clauses of the Waterworks Clauses Act, 1847, to wit, clauses 2 to 13 inclusive, relative to the construction of the Act ; clauses 16 to 34 inclusive, relating to the construction of works, accommodation works, services, and laying of pipes and mains ; clauses 85 to 94 inclusive, relating to recovery of penalties and access to special Act, shall be incorporated with this Act, as well as the clauses following of the Waterworks Clauses Act, 1863, to wit, clauses 13 to 21 inclusive, relating to supply of water, protection of water, and recovery of rates ; and the above clauses shall

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be interpreted and applied wherever applicable as if the word "sewage" had been used in those Acts instead of the word "water." A.D. 1880. —

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

The expression "the Company," shall mean the Company hereby incorporated:

The word "works" shall mean and include all embankments, walls, slopes, cuts, channels, and also all conduits, sewers, culverts, drains, arches, sluices, pumping stations, road bridges, and other works which may be necessary or convenient for carrying into effect the objects and purposes of this Act:

The expression "the Board," shall mean the Metropolitan Board of Works:

The expression "superior courts," or "courts of competent jurisdiction," or any other like expression in this Act or the incorporated Acts, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute. Other expressions and words to which in the incorporated Acts meanings are assigned shall respectively have the same meanings in this Act.

5. The limits within which the Company may be required to supply the sewage by pipes shall be the district situate within the following boundary; to wit, an imaginary line, commencing at Fair Cross, Barking, which is at the north-west corner of the said district, and drawn along Longbridge Road to Bushgrove Farm, also in Barking; thence to the western end of Oxlow Lane, in Dagenham; thence along Oxlow Lane to Hunter's Hall, in Dagenham; thence a series of straight lines through the following points, viz.: Eastbrookend House, also in Dagenham, and Elms and Suttons, in Hornchurch, to the crossing of Launder's Lane and the Ockendon Road, in Rainham; thence a line along Launder's Lane, to Wennington village, and along the Wennington and Purfleet Road to the boundary between Aveley and West Thurrock parishes; thence along the said boundary to the River Thames; thence along the northern edge of the River Thames to Barking Creek, in Barking; and along the eastern edge of Barking Creek to the south-west corner of Davey's Tar Works, in Barking; thence an imaginary straight line to the southern end of Upney Lane; thence a line along Upney Lane to Fair Cross, in Barking. Limits of Act.

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Incorporation of
Company.

6. John Gaspard Fanshawe, Owen Edward Grant, and Peregrine Birch, and all other persons and corporations who have already subscribed, or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, or assigns respectively, shall be united into a company for the purpose of making and maintaining the works by this Act authorised, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of the Dagenham and District Farmers' (Optional) Sewage Utilization Company, and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to
make works.

7. Subject to the provisions of this Act, and of the scheduled agreement, the Company may make and maintain in the lines and situations, and according to the levels shown on the deposited plans and sections, the pumping station, conduits, lines of pipes and other works shown on the deposited plans, with all proper gauges, gauge-basins, embankments, channels, culverts, drains, approaches, and other works and conveniences connected therewith, and may enter upon, take, and use such of the lands shown upon the deposited plans, and described in the deposited books of reference, as the Company may require for that purpose.

The pumping station, conduits, lines of pipes, and other works herein-before referred to and authorised by this Act are—

A pumping station in the parish of Dagenham, in the county of Essex, the centre thereof being at a point about seventy yards south of the London, Tilbury, and Southend Railway, and about one hundred and twenty yards west of Chequer's Lane.

CONDUIT (No. 1).—Commencing in the parish of Woolwich, in the county of Kent, at the Northern Outfall Works of the Metropolis Main Drainage near to Barking Creek, by a junction with the said Works, at or near the north-west corner thereof, and passing in a northerly direction into the parish of Barking, and under Barking Creek, and through the parishes of Barking, Dagenham, Hornchurch, Rainham, Wennington, and Aveley, or some of them, all in the county of Essex passing through the said pumping station, and terminating at the boundary ditch between the parishes of Wennington and Aveley at a point seven hundred and twenty yards west of the London, Tilbury, and Southend Railway, measured along the said boundary ditch.

CONDUIT (No. 2).—In Barking, commencing by a junction with Conduit No. 1, four hundred and fifty-seven yards, or there-

abouts, west of Ripple Lane, and nine hundred and five yards south of the London, Tilbury, and Southend Railway, and terminating three hundred and seventy yards west of Ripple Lane, and five hundred and seventy-three yards south of the London, Tilbury, and Southend Railway. A.D. 1880.

CONDUIT (No. 3).—In Barking, commencing by a junction with Conduit No. 1, at a point in Ripple Lane seven hundred and fifty-seven yards south of the London, Tilbury, and Southend Railway, and terminating in the said lane one hundred and fifty yards north of the said railway.

CONDUIT (No. 4).—In Barking, commencing by a junction with Conduit No. 1, at a point about four hundred and fifty yards east of Ripple Lane, and about two hundred yards north of Choat's Manor Way, and terminating two hundred and thirty yards north of the said point of junction.

CONDUIT (No. 5).—In Barking, commencing at the same point as Conduit No. 4 by a junction with Conduit No. 1, and terminating in Choat's Manor Way, five hundred and seventy yards east of Ripple Lane.

CONDUIT (No. 6).—In Barking, commencing by a junction with Conduit No. 1, three hundred and forty yards south of the London, Tilbury, and Southend Railway, and one hundred yards west of the ditch dividing Barking and Dagenham parishes, and terminating about fifteen yards north of the said railway, and about one hundred and ten yards west of the said ditch.

CONDUIT (No. 7).—In Barking, commencing at the same point as Conduit No. 6, by a junction with Conduit No. 1, and terminating in Choat's Manor Way, one hundred and twenty yards west of the north-west angle of the wall of Horse Shoe Corner.

CONDUIT (No. 8).—In Hornchurch, Essex, commencing by a junction with Conduit No. 1, at a point in Manor Way, six hundred and ten yards to the south of Mudland Farm House, measured along Manor Way, and terminating in Manor Way, one hundred and ten yards south of Mudland Farm House.

CONDUIT (No. 9).—In Hornchurch, commencing at the same point as Conduit No. 8, by a junction with Conduit No. 1, and terminating about four hundred and twenty yards west of the said point of junction, measured along a dyke.

CONDUIT (No. 10).—In Rainham, Essex, commencing by a junction with Conduit No. 1, at a point in Manor Way, seventy-three yards north-east of where Manor Way is intersected by the northern fence of Messrs. Salaman's Tar Works, and

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terminating in the said Manor Way, at a point four hundred yards south-west of the London, Tilbury, and Southend Railway.

CONDUIT (No. 11).—In Rainham, commencing at the same point as Conduit No. 10, by a junction with Conduit No. 1, and terminating in Manor Way, at a point three hundred and seventy yards south-west of the said point of junction.

CONDUIT (No. 12).—In Dagenham, Essex, commencing at the centre of the pumping station already mentioned, and terminating in Halbutt Street, at a point opposite Oxlow Lane.

CONDUIT (No. 13).—Commencing in Dagenham by a junction with Conduit No. 12, in the Barking and Rainham Road, opposite Broad Street, and terminating in Hornchurch at a point in Southend Road, about one hundred and forty yards south of the approach road to a farm known as Elms.

CONDUIT (No. 14).—Commencing by a junction with Conduit No. 12 in Dagenham parish, at a point in Broad Street, opposite Church Elm Lane, and terminating in Barking at a point in Longbridge Road, about two hundred and eighty yards to the east of the angle in the said road at Longbridge.

CONDUIT (No. 15).—Commencing in Dagenham by a junction with Conduit No. 14, at a point where the footpaths from Church Elm Lane to Ivy House Lane, and from Church Elm Lane to Cow Lane diverge, and terminating in Lodge Road, in Barking, at a point about four hundred and twenty yards north of the Barking and Rainham Road.

CONDUIT (No. 16).—In Dagenham, commencing by a junction with Conduit No. 12, at a point in Broad Street, opposite Church Elm Lane, and terminating at a point in Church Elm Lane, about one hundred yards west of Dagenham glebe land.

CONDUIT (No. 17).—In Dagenham, commencing by a junction with Conduit No. 12, at a point in Halbutt Street, opposite Workhouse Lane, and terminating at the southermost extremity of Rock Lane.

CONDUIT (No. 18).—In Dagenham, commencing by a junction with Conduit No. 12, at a point in Halbutt Street, opposite Little Oxlow Lane, and terminating at a point in Little Oxlow Lane, about two hundred and sixty yards south of its junction with Oxlow Lane.

CONDUIT (No. 19).—In Dagenham, commencing by a junction with Conduit No. 12, at a point in Halbutt Street, opposite Oxlow Lane, and terminating at the gate at the east end of Fox Lane.

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CONDUIT (No. 20).—In Dagenham, commencing by a junction with Conduit No. 19, at the crossing of the four high roads by Wont's Farm, and terminating at a point forty yards north of the bend in the high road by Eastbrookgrove House. A.D. 1880.

CONDUIT (No. 21).—In Dagenham, commencing by a junction with Conduit No. 19, at the western extremity of Fox Lane, and terminating at or near a point where the footpath from Dagenham Common joins the high road from Fox Farm to Kittle's Farm.

CONDUIT (No. 22).—In Dagenham, commencing by a junction with Conduit No. 13, at a point in the Barking and Rainham Road, opposite Honey Lane, and terminating in Honey Lane, at a point one hundred and fifty yards west of the turning by Marsh Farm.

CONDUIT (No. 23).—Commencing in Hornchurch by a junction with Conduit No. 13, at an angle of the road next the Cherry Tree Inn, and terminating in Rainham at a point on the Ockendon Road, one hundred and forty yards west of its crossing with Launder's Lane.

CONDUIT (No. 24).—In Rainham, commencing by a junction with Conduit No. 23, at a point in the Ockendon Road opposite Lamb's Lane, and terminating in Lamb's Lane, at a point four hundred yards from the junction of Lamb's Lane with the Rainham and Wennington Road, measured in a north-easterly direction.

CONDUIT (No. 25).—In Hornchurch, commencing by a junction with Conduit No. 13, at a point fifty yards north of the Cherry Tree Inn, and terminating in Dagenham in the high road, seventy yards to the east of Cranbrook Farm House.

CONDUIT (No. 27).—In Hornchurch, commencing by a junction with Conduit No. 13 at a point in the Southend Road about one hundred and ten yards south of Argents, opposite an occupation road, and terminating at a point four hundred and fifty yards from Southend Road, measured in a north-westerly direction along the line of the said occupation road.

CONDUIT (No. 28).—In Hornchurch, commencing by a junction with Conduit No. 13 at a point in Southend Road opposite the lane leading to Scott's and Albyn's farms, and terminating in the said lane ninety yards east of the second right angle in the said lane, counting from the Southend Road.

CONDUIT (No. 29).—In Hornchurch, commencing by a junction with Conduit No. 13 at a point in Southend Road, opposite Wood Lane, and terminating in the said Wood Lane about two

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hundred and twenty yards west of the second right angle in the said lane, counting from the Southend Road.

Works in
Chequers
Lane.

8. During the construction of any works in Chequers Lane, the Company shall make and maintain free access for carts, carriages, and other vehicles which have the right to use the same, and they shall restore the surface of that lane to as good a condition as it was in previous to its being interfered with by the Company, and, in case of complaint by any person having the right of user of that lane, to the satisfaction of a surveyor appointed by the Board of Trade.

Lateral and
vertical
deviation.

9. Wherever and so far as the line of any works shown upon the deposited plans passes along any road, and no limits of lateral deviation are marked thereon, the Company may, in the construction of such works, deviate laterally from the lines thereof as laid down on such plans to the extent of the boundaries of such road, and also the Company may, in the construction of any works shown upon the deposited plans, deviate laterally from the lines or position thereof as laid down on the said plans to any extent not exceeding the limits of deviation shown on the said plans; and the Company may, subject to the provisions in this Act contained for the protection of the Conservators of the River Thames and others, deviate from the levels of the same as delineated on the deposited sections to any extent not exceeding eight feet, but not further except with the consent of the owner of the lands in which the deviation is made.

Capital.

10. The capital of the Company shall be one hundred and fifty thousand pounds, in fifteen thousand shares of ten pounds each.

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

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

Calls.

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

Receipts in
case of
persons not
sui juris.

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

Power to
borrow on
mortgage.

14. The Company may from time to time borrow on mortgage in respect of the capital of one hundred and fifty thousand pounds by this Act authorised to be raised by shares, any sums not exceeding

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

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

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

17. All moneys to be raised by the Company on mortgage or debenture stock under this Act from the time when the said moneys shall be advanced and the interest for the time being due thereon shall have priority against the Company, and the property from time to time of the Company over all other claims on account of Moneys borrowed on mortgage to have priority.

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A.D. 1880. any debts incurred or to be incurred or engagements entered into or to be entered into by them: Provided always that such priority shall not prejudice or affect any claim against the Company or their property in respect of any rentcharge to be granted by them in pursuance of the provisions of the Lands Clauses Consolidation Act, 1845, or the Lands Clauses Consolidation Acts Amendment Act, 1860, nor shall anything herein-before contained prejudice or affect any claim or lien in respect of any land taken, used, or occupied by the Company for the purposes of their undertaking or injuriously affected by the construction of their works or by the exercise of any of the powers by this Act conferred on the Company.

Application
of moneys.

18. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First
ordinary
meeting.

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

Number of
directors.

20. Subject to the provisions herein contained for increasing the number of the directors, the number of directors shall be three.

Qualification
of directors.

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

Quorum.

22. The quorum of a meeting of directors shall be two.

Power to
increase
number of
directors.

23. The Company may from time to time increase the number of the directors to not more than six, in which case the quorum shall be three.

First
directors.

24. John Gaspard Fanshawe, Owen Edward Grant, Peregrine Birch, 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 any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, or may elect additional directors, the directors appointed by this Act being, if qualified, eligible for re-election, and at the ordinary meeting to be held every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the provisions herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in the Companies Clauses Consolidation Act, 1845, contained, and the several persons elected at any such meeting being neither removed nor disqualified,

Election of
directors.

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nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act. A.D. 1880.

25. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years after the passing of this Act. Period for compulsory purchase of lands.

26. In addition to the lands which the Company are by this Act authorised to purchase compulsorily, they may, for any of the purposes of this Act from time to time by agreement, purchase in fee, either absolutely or in consideration of any yearly or other rent, or take on lease or otherwise acquire any additional quantity of land not exceeding in the whole two acres, or any easement or right in or over such additional lands which they may from time to time think requisite for any of the purposes of the undertaking. Power to acquire additional lands by agreement.

27. If the works authorised by this Act and shown on the deposited plans are not completed within five years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for executing the same or in relation thereto shall cease to be exercised, except as to so much thereof as is then completed. Period for completion of works.

28. The persons empowered by the Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Acts Amendment Act, 1860, respectively, to sell or convey lands shall, subject to the provisions of those Acts and of this Act respectively, have power, but by agreement only and not by compulsion, to grant to the Company any easement in, over, or affecting any lands by this Act authorised to be purchased by the Company, and all the provisions of the said Acts with respect to the purchase of lands by agreement and to rentcharges, shall extend and apply to such easements and to rentcharges granted for the same. Power to take easements, &c., by agreement.

29. The agreement dated the fourteenth day of June 1880, between the Board of the one part, and Messrs. Fanshawe, Grant, and Birch of the other part, of which a copy is set forth in the schedule to this Act, except articles 21 and 22 thereof, is hereby confirmed and made binding upon the parties hereto and upon the Company: Provided that when the Company after giving notice to the Metropolitan Board shall have proved to a justice that shares for one tenth of the capital of the Company have been bonâ fide issued and accepted and fully paid up, all liability of Messrs. Fanshawe, Grant, and Birch to the Metropolitan Board under the said agreement (except as members of the Company) shall cease, and a certificate granted by such justice that the proof aforesaid has been given shall be sufficient evidence thereof. Confirmation of agreement in schedule.

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Company not
to create a
nuisance.

Power to
execute
works for
irrigation
purposes.

As to level
of works
crossing
Barking and
Rainham
creeks.

Works in
river and
creeks to be
executed
under the
direction of
the Conser-
vators of the
River
Thames.

Company
not to
interfere
with the bed
of the river
or creeks.

Company not
to take
gravel, &c.
without
consent.

30. The Company shall cause the conduits and works by this Act authorised to be constructed, to be covered and kept so as not to be or to create a nuisance, or to be injurious to health.

31. For the purpose of drawing off or supplying sewage for the irrigation of lands under this Act the Company may, subject to the provisions of this Act, make all necessary openings in their conduits and construct, execute, lay down, and maintain, and from time to time renew, improve, cleanse, and repair all such works and apparatus as may be necessary or proper in, through, under, over, or upon any lands belonging or let to the Company, or where the Company have a right or easement, and in, through, under, over, or upon any other lands, with the consent of the owners, lessees, and occupiers thereof, and also all such culverts, pipes, or covered drains under any public road or highway, as they may find to be necessary.

32. In crossing Barking Creek and Rainham Creek the Conduit No. 1 shall be placed at a level not higher than that shown on the deposited plans, and the provisions of this Act as to upward vertical deviation shall not apply to the Conduit No. 1 where it crosses Barking Creek and Rainham Creek.

33. All temporary or permanent works connected with the Conduit No. 1 shall be executed according to a plan and upon a site within the limits of deviation to be approved by the Conservators of the River Thames and deposited at their office, and the works in Barking Creek and in Rainham Creek and adjoining thereto respectively, shall be executed and performed to the satisfaction of the engineer for the time being of the Conservators; and the traffic of the River Thames and of Barking Creek and Rainham Creek shall not be interfered with more than may be absolutely necessary in the placing of Conduit No. 1 and the performance of the said works, and the Company shall within one month after notice from the Conservators so to do remove any materials for temporary works which may have been placed in the river or in Barking Creek or Rainham Creek respectively by the Company.

34. Nothing in this Act contained shall authorise or empower the Company to embank, encroach upon, or interfere with any part of the soil or bed of the River Thames or of Barking Creek or Rainham Creek or the respective shores thereof, except according to the plan in the preceding section mentioned.

35. The Company shall not take any gravel, soil, or other material from the bed of the river or of Barking Creek or Rainham Creek without the previous consent of the Conservators of the River Thames, signified in writing under the hand of their secretary.

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36. The Company shall not make or commence any work whatsoever on the shore or bed of the River Thames, or of any creek or inlet thereof until the expiration of one calendar month after notice to the Conservators of the River Thames.

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Company not to commence any work on shore without notice.

37. If, during the placing of Conduit No. 1 and the works connected therewith, any temporary works or materials are placed on the river or in Barking Creek or Rainham Creek, the Company shall hang out and exhibit thereout, or near thereto, and for ever after until the completion of the conduit and the removal of such temporary works or materials, every night from sunset to sunrise lights to be kept burning by and at the expense of the Company, and proper and sufficient for the navigation and safe guidance of vessels, and the lights shall from time to time be altered by the Company in such manner, and be of such kind and number, and be so placed and used as the Conservators of the River Thames by writing under the hand of their secretary shall approve, and in case the Company fail so to exhibit and keep burning the lights, they shall for every such offence forfeit ten pounds.

Lights to be exhibited during the construction of works.

38. Nothing in this Act contained shall extend to, or be construed to extend to, prejudice, or derogate from the estates, rights, interests, privileges, liberties, or franchises of the Conservators of the River Thames, or to prohibit, defeat, alter, or diminish any powers, authority, or jurisdiction, which at the time of passing this Act the said Conservators did or might lawfully claim, use, or exercise.

Saving rights of the Conservators of the River Thames.

39. So much of the conduits by this Act authorised as is situate below the bed of Rainham and Barking Creeks, and all or any temporary or permanent works connected therewith, shall be executed according to a plan, and upon a site within the limits of deviation to be approved by the Board of Trade in writing under the hand of one of their secretaries or assistant secretaries, and subject to such restrictions and regulations as the Board of Trade may from time to time require, and the works (if any) in Rainham and Barking creeks, and adjoining thereto, shall be executed and performed to the satisfaction of the Board of Trade, and the traffic of the said creeks shall not be interfered with more than may be absolutely necessary in the construction of the said conduit and in the performance of the said works; and the Company shall, within three months after notice from the Board of Trade in writing so to do, remove any materials for temporary works which may have been placed in the said creeks, or either of them, by the Company, and shall also during the whole time that such temporary or other

Works to be approved of by Board of Trade.

[Ch. cxlix.] *Dagenham and District Farmers'* [43 & 44 VICT.]
(Optional) *Sewage Utilization Act, 1880.*

A.D. 1880. works remain in the said creeks or either of them, exhibit and keep burning from sunset to sunrise such lights (if any) as the Board of Trade may require. If the Company after such notice shall fail to remove any such materials as aforesaid, or shall fail to comply with the provisions of the present section in respect of lights, they shall for each day after the expiry of the said period of three months, or for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Protection of
Romford
Canal
Company.

40. For the protection of the Romford Canal Company (herein referred to as the Canal Company) the following provisions shall have effect:

All conduits and works carried across any bridge over the Romford canal, or laid or executed in, over, under, or so as in any way to affect such bridge or any approach thereto, shall be carried, laid, and executed at the cost, in all things, of the Company, but under the superintendence, and to the reasonable satisfaction of the engineer or surveyor for the time being to the Canal Company, and according to plans, specifications, and sections to be previously approved by him in writing; such conduits and works shall be so laid, carried, and executed respectively by such means, and in such manner only as not to interfere with the free, uninterrupted, and safe user of the said bridges and their approaches for public traffic, and shall allow of the same headway under the conduits and works to be laid, carried, and executed as at present exist under the said bridge; and if at any time it shall appear to such engineer or surveyor that any further or other works or appliances are required to prevent injury to the said bridges or their approaches, or to the canal under the said bridges, owing or in consequence of such conduits or works being so carried, laid, or executed, the Company shall, at their own expense, forthwith on being required in writing under the hand of such engineer or surveyor, make and execute the works and appliances so required.

The Company shall at all times at their own expense maintain the conduits and works so carried, laid, and executed, and also such further works and appliances as may be so required, in good and substantial repair, order, and condition to the reasonable satisfaction in all respects of the said engineer or surveyor, and if and whenever the Company fail so to do the Canal Company may do all such works and things as they think reasonably requisite, and the sum from time to time certified by such engineer or surveyor to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the

[43 & 44 VICT.] *Dagenham and District Farmers'* [Ch. cxlix.]
(Optional) Sewage Utilization Act, 1880.

Company, and in default of repayment may be recovered with full costs by the Canal Company in any court of competent jurisdiction; and if by reason of the laying of any such conduit or the execution of any work, any such bridge, or the approaches thereto, or the canal or works connected therewith be damaged or injured, or the traffic thereon be impeded, the Company shall pay to the Canal Company any reasonable cost and expense to which they may be put in repairing the said damage or injury thereto, and shall compensate the Canal Company for any loss sustained by reason of the traffic on the canal being impeded as aforesaid: Provided always, that in case of any dispute between the Company and the Canal Company as regards any matters arising out of these provisions, the same shall be settled by an arbitrator in manner provided by the Railway Companies Arbitration Act, 1859; and in construing that Act for the purpose of this section the word companies shall be construed to mean the parties to the arbitration.

A.D. 1880.

22 & 23 Vict.
c. 59.

41. Except as in this Act is otherwise expressly provided, nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or privileges of the Canal Company, and the Company shall not acquire any property in any bridge or over any land belonging to the Canal Company, but an easement only for the purpose of carrying out their undertaking.

Saving rights
of Romford
Canal
Company.

42. Nothing in this Act contained shall extend, or be deemed or construed to prejudice, diminish, alter, abridge, or take away any of the jurisdictions, rights, powers, or authorities vested in the Commissioners of Sewers for the several levels and marsh grounds lying and being within the limits between Rainham Bridge and Mucking Mills, and the meadow grounds between Childerditch Ponds and Purfleet Mills, in the county of Essex, or in the borders or confines of the same, or any of the jurisdictions, rights, powers, and authorities vested in the Commissioners of Sewers for the levels of Havering, Dagenham, Ripple, Barking, Eastham, Westham, Leyton, and Walthamstow, Bromley, and Eastmarsh, in the respective counties of Essex, Middlesex, and Kent, or any of the jurisdictions, rights, powers, or authorities of any other Commissioners of Sewers, under whose jurisdiction or control the levels may be through which the sewers, drains, conduits, pipes, watercourses, arches, walls, banks, culverts, sluices, and works to be made and completed as aforesaid shall pass, but all the jurisdictions, rights, powers, and authorities vested in such several Commissioners of Sewers for the time being or their successors respectively, shall be as good, valid, and effectual to all

Saving rights
of Commis-
sioners of
Sewers of
Havering
and other
levels.

[Ch. cxlix.] *Dagenham and District Farmers'* [43 & 44 Vict.]
(Optional) *Sewage Utilization Act*, 1880.

A.D. 1880. intents and purposes as if this Act had not been passed; and all sewers, drains, conduits, pipes, watercourses, arches, walls, banks, culverts, sluices, and works authorised by this Act shall be made, done, laid down, completed, executed, and kept and maintained in a good and substantial manner, by and at the costs and charges of the said Company, under the direction of the several Commissioners or their respective surveyors for the time being; and all such works and all subsequent additional, altered, or substituted works shall be done under the direction, superintendence, and control, and to the reasonable satisfaction of the surveyor, engineer, or other officer or officers of the said Commissioners, as the case may be, at the costs, charges, and expenses in all respects of the Company: Provided that the Company shall not commence any new works until they shall have given to the said Commissioners fourteen days notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the said Commissioners with plans, elevations, sections, and other necessary particulars of the construction of the said works, and until the said Commissioners shall have signified their approval of the same, unless the said Commissioners fail to signify such approval or their disapproval or other directions within fourteen days after service of the said notice and delivery of the said plans, elevations, sections, and other particulars as aforesaid, or the arbitrator appointed under the provisions of this clause by the Board of Trade shall have certified that such works shall be proceeded with notwithstanding the disapproval of the said Commissioners; and if any dispute shall arise as to any such works as aforesaid, or touching any matter referred to in this clause, or in the opinion of the Company the said Commissioners shall have signified their disapproval without sufficient reason, the matter in dispute, or the question whether any such works shall be proceeded with notwithstanding the disapproval of the said Commissioners, shall be referred to an arbitrator to be appointed by the Board of Trade, whose decision shall be final. All costs, charges, and expenses to which any of the said Commissioners of Sewers may be put by reason of the works of the Company within the districts of the said Commissioners respectively, whether in the execution of works, the preparation of plans or designs, superintendence, or otherwise by the Commissioners officers, shall be paid by the Company. If any difference shall arise between the Commissioners and the Company as to the amount thereof, such difference shall be settled by an arbitrator to be appointed by the Board of Trade. Any such amount when agreed upon or so settled as aforesaid, shall be payable to the Commissioners by the Company on demand.

[43 & 44 VICT.] *Dagenham and District Farmers'* [Ch. cxlix.]
(Optional) Sewage Utilization Act, 1880.

43. Subject to the provisions of this Act, the Company shall, unless prevented by some reasonable cause, from time to time, at the request of any owner or occupier of any lands within the limits defined by this Act, supply to such owners and occupiers sewage for the irrigation and fertilization of any land, at a rate not exceeding one shilling per thousand gallons: Provided that all service pipes and means of communication with the works shall be made and maintained under the superintendence and to the satisfaction of the officers of the Company.

A.D. 1880.

Rates at which sewage is to be supplied.

44. The Company may, if requested by any person supplied or about to be supplied by them with sewage, furnish to him, and from time to time repair or alter any pipes, valves, meters, cocks, gauges, and sewage apparatus, and may provide all materials, and do all work necessary or proper in that behalf.

Power to Company to supply fittings, &c.

45. Provided always, that any person who shall, without the knowledge and consent of the Company, extend or enlarge any pipe or use other means or device for the purpose of supplying himself or any other person or any land with sewage from the works of the Company shall forfeit and pay a sum not exceeding five pounds and a further sum not exceeding forty shillings for every day during which such offence shall be continued.

Penalty for extending or enlarging pipes.

46. In all cases in which the Company are authorised to cut off the pipe or to turn off the supply of sewage from any land, the Company, their agents, and workmen (after giving notice as herein-after provided) may enter upon any such land between the hours of nine in the forenoon and four in the afternoon for the purpose of cutting off any pipe by which the sewage of the Company shall be supplied.

Entry on premises to cut off supply in certain cases.

47. The notice to be given previously to such entry shall be in writing, and shall be served in manner following; (that is to say,) Mode of giving notice.

Either by delivering the same to the occupier of the land intended to be entered upon twenty-four hours at least previously to such entry; or by affixing the notice on some post, rail, or conspicuous part of such land three days at least previously to such entry.

48. The Company's agent or other officer duly appointed for the purpose by the Company may, between the hours of nine of the clock in the forenoon and four of the clock in the afternoon, enter any premises or place supplied with sewage by the Company in order to inspect the meters, pipes, fittings, and apparatus for regulating the supply of such sewage, either for the purpose of ascertaining the quantity consumed or supplied, or to see whether the

Company's officers may enter premises.

[Ch. cxlix.] *Dagenham and District Sewage* [43 & 44 VICT.]
(Optional) *Sewage Utilization Act, 1880.*

A.D. 1880. — meters, pipes, fittings, or other apparatus provided be in good repair, and if such agent or other officer at any such time be refused admittance into such premises for the purposes aforesaid, or be prevented from making such examination, the occupier of such premises shall, for every such offence, forfeit to the Company a sum not exceeding five pounds.

Prevention
of frauds and
waste of
sewage.

49. If and whenever any person supplied with sewage under this Act wilfully does or causes or suffers to be done anything in contravention of any of the provisions of this Act or wholly fails to do anything which under this Act ought to be done for the prevention of waste, misuse, or undue consumption of sewage, the Company may cut off or stop any pipe by or through which sewage is supplied to him, and may cease to supply him with sewage as long as the cause of injury remains or is not remedied, and also may recover in any court of competent jurisdiction from every person so offending the amount of all damage sustained by reason thereof, and the remedies of the Company under this enactment shall be in addition to their other remedies in this behalf.

Incoming
tenant not
liable for
arrears.

50. The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of sewage rent or meter rent left unpaid by any former tenant unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Sums due
may be
recovered in
any court of
competent
jurisdiction.
Notice of
discontinu-
ance.

51. The Company may recover any sum of money which shall be due to them for sewage, rates or rents, damages, costs or expenses, by action or proceeding in any court of law competent for the trial of an action for debt, damages, or trespass to the like amount.

52. A notice to the Company from a consumer for the discontinuance of a supply of sewage shall not be of any effect unless it be in writing and be left at the principal office for the time being of the Company.

Contracts
between
Company
and persons
for supply of
sewage.

53. The Company from time to time may enter into and carry into effect contracts with any person or persons for the supply by the Company within the limits of this Act, of sewage in bulk or otherwise, and the contracts may be for such remuneration, and on such terms and conditions whatsoever, as the contracting parties think fit.

Liability to
sewage rent
not to
disqualify
justice, &c.

54. A justice or a judge of any court shall not be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any sewage rent, meter rent, rate, or charge under this Act, or of his being a shareholder of the Company.

[43 & 44 VICT.] *Dagenham and District Farmers'* [Ch. cxlix.]
(Optional) Sewage Utilization Act, 1880.

55. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof, or in a schedule thereto, several names and several sums. A.D. 1880.
Contents of
summons, &c.

56. Any justice who issues a warrant of distress for any of the purposes of this Act, may order that the costs of the proceedings for the recovery of the money to be levied be paid by the person liable to pay such money, and in that case such costs shall be ascertained by the justice, and shall be included in the warrant of distress. Costs of
distress.

57. Penalties imposed on the Company for one and the same offence by several Acts of Parliament shall not be cumulative, and for this purpose this Act, and any Act incorporated wholly or in part with this Act, shall be deemed several Acts. Penalties not
cumulative.

58. The Board shall not be liable as partners with the Company by reason of any payment to or for the benefit of the Board out of or calculated by reference to the profits of the undertaking or business of the Company, or by reason of any other matter stipulated for in this Act or the scheduled agreement, nor shall the Board be liable, by reason of anything in this Act or in the scheduled agreement, to or to be joined in any proceedings relating to any nuisance caused or alleged to be caused by any of the works or operations of the Company, or any sewage delivered to them by the Board. Board not be
deemed
partners
with the
Company.

59. Nothing in this Act contained shall be deemed to enable the Company (otherwise than by agreement with the Board) to enter upon, take, or interfere with any lands, sewers, pipes, or other property belonging to, or under the control of the Board, or shall prejudice or affect any estate, rights, powers, or authorities of the Board, except as provided for by the scheduled agreement, or be deemed to authorise the execution of any works mentioned in the scheduled agreement, otherwise than subject to and in accordance with the provisions thereof. Nor shall anything in this Act or in the scheduled agreement contained be deemed to subject the Board to any liability or obligation other than to the Company in accordance with the said agreement. Saving rights
of way.

60. 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. Expenses of
Act.

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(Optional) *Sewage Utilization Act*, 1880.

A.D. 1880.

The SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the fourteenth day of June, 1880, BETWEEN THE METROPOLITAN BOARD OF WORKS (herein-after called "the Board") of the one part, and JOHN GASPARD FANSHAWE, of No. 2, Halkin Street West, in the Parish of St. George, Hanover Square, in the County of Middlesex, Esquire, OWEN EDWARD GRANT, of No. 9, Beaufort Gardens, in the County of Middlesex, Esquire, and PEREGRINE BIRCH, of Forest Row, in the County of Sussex, Esquire, (herein-after called Messieurs Fanshawe, Grant, and Birch,) of the other part.

WHEREAS the Board have, under and by virtue of the powers given to them by the Metropolis Management Act, 1855, and of divers other Acts amending the same, made and constructed a system of sewers and works for the improvement of the main drainage of the metropolis, and in the exercise of the powers granted by the same Acts have constructed (among other works) main outfall sewers for carrying the sewage of the northern area of the Metropolis down to Barking Creek, in the county of Essex, and thence into the river Thames (all which sewers are herein-after referred to as "the Northern Main Outfall Sewers"): And whereas Messieurs Fanshawe, Grant, and Birch, are three of the promoters of a Bill in Parliament for an Act for incorporating the Dagenham and District Farmers' (Optional) Sewage Utilization Company, and for authorising them to construct works for the supply of sewage to owners and occupiers of land in Dagenham and the adjacent district, and for other purposes: And whereas it is proposed by the said Bill to give to the Company to be incorporated by the said Act certain powers affecting the property and rights of the Board, and the Board have petitioned against the said Bill, but they are willing, subject to the sanction of Parliament, to enter into the arrangements herein-after appearing to enable the Company to be incorporated as aforesaid to carry into effect the purposes of the said intended Act. Now, therefore, by this present agreement the Board for themselves and their successors, and Messieurs Fanshawe, Grant, and Birch, for themselves jointly and severally, and their and each of their heirs, executors, administrators, and assigns, mutually agree as follows:—

1. This agreement is conditional upon the said Bill (without any modification or variations affecting the Board except such as are herein provided for or as shall be assented to by the Board) passing into an Act during the year 1880, and upon such Act ratifying and confirming this agreement and making it binding on the Company, and upon such Act also containing a clause saving the estates, rights, powers, and authorities for the time being of the Board, except as provided for by this agreement.

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(Optional) *Sewage Utilization Act*, 1880.

2. After the completion of the necessary works herein-after provided for the Board will, during the period of seven years computed from the time of the said Act receiving the Royal Assent, deliver to the Company to be incorporated by such Act (herein-after referred to as "the Company") such a quantity of sewage not exceeding 30,000,000 gallons in every 24 hours as the Company shall require for the purpose of irrigating agricultural land in the manner provided for in the Act, and after the end of such period of seven years the Board will thenceforth during the remainder of the term of 30 years, computed from the time of the Act receiving the Royal assent, deliver to the Company such a quantity of sewage as the Company shall require for the purposes aforesaid, not exceeding in any 24 hours 60,000,000 gallons, or in any one year double the average quantity of sewage which shall have been actually delivered by the Board to the Company during each of the last two years of the said period of seven years, and shall have been used for irrigating agricultural land in the manner before mentioned: Provided always, and it is hereby expressly agreed and declared by and between the respective parties hereto, and this agreement is upon the sole and express condition that, notwithstanding anything herein contained to the contrary, the Board shall not at any time or times, or by, under, owing to, or in consequence of any circumstance or circumstances whatsoever, be obliged, concerned, or in any way liable to supply or deliver to the Company under this agreement or any clause herein contained any larger amount or quantity of sewage than may or shall during the continuance or subsistence of this agreement be from time to time or at any time brought down by the Northern Main Outfall Sewers, and capable of being conveniently discharged or delivered at the point at or near such Northern Main Outfall Sewers as in the clause of this agreement next herein-after contained is more particularly mentioned.

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3. The sewage shall be delivered at or near a point in the Northern Main Outfall Sewers about 660 yards south-westward of a point where the proposed syphon will cross under Barking Creek, shown on the deposited plan and sections referred to in the said Bill, or at such other point or points in or near to those sewers as may be agreed on by the Board and the Company at such a level as may be most convenient to the said Board.

4. The sewage shall be delivered in the state in which it is when collected in the Northern Main Outfall Sewers.

5. All works which may be required to be constructed, executed, or made in or upon any lands of the Board at Barking, for enabling the Board to deliver to the Company such sewage as aforesaid or otherwise for the purposes of the said Act, shall be constructed and executed in accordance with plans, sections, details, and specifications to be approved of in writing by the engineer for the time being of the Board, and such plans, sections, details, and specifications shall be submitted by the Company to the Board for such approval within six calendar months from the time of the Act receiving the Royal assent, and for the purpose of this clause time shall be of the essence of the contract.

6. Within 12 calendar months from the time of the Act receiving the Royal assent the Company shall deposit with the Board such a sum as the engineer for the time being of the Board shall consider sufficient to cover the expenses of the construction and execution of the said works mentioned in clause 5 of this

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A.D. 1880. — agreement, in accordance with the plans, sections, details, and specifications approved by him as aforesaid, and thereupon the Board will with all reasonable speed, commence, and with all reasonable diligence construct and execute such works in accordance with such plans, sections, details, and specifications.

7. If the Company shall not deposit such sum as aforesaid, within the time and in manner before mentioned and prescribed, the Board shall be at liberty to deliver to the Company a notice in writing of the intention of the Board to determine this present agreement, unless the required deposit be made within one calendar month from the delivery of such notice, and at the end of such calendar month, unless in the meantime such deposit shall have been made, this agreement shall absolutely cease and determine, and for the purpose of this clause time shall be deemed to be of the essence of the contract.

8. All the works to be constructed and executed upon the lands of the Board shall be constructed and executed by and shall be and remain the property of the Board (but subject during the continuance of this agreement to the user thereof, for the purposes of this agreement), and the Company shall not be entitled to any compensation upon the determination of this agreement by effluxion of time or otherwise, in respect of the said works having been constructed, or executed, or repaired, or maintained at their expense, or on any other ground whatsoever.

9. The works to be constructed and executed on the said lands of the Board shall be repaired and maintained in good order and condition at the expense of the Company in all respects, and all or any such repairs, works, and acts, as shall be necessary for that purpose shall be executed, made, and done by the Board, or at the option of the Board (such option to be signified by notice in writing) by the Company, and in the latter case under the supervision and to the satisfaction of the engineer for the time being of the Board, and the Company shall within one calendar month after demand in writing pay to the Board the expenses of any repairs, works, and acts, so executed, made, or done by the Board, and a reasonable sum by way of remuneration to the engineer for every such supervision as aforesaid, and if the same sum or any part thereof be not so paid, interest shall thenceforth be payable thereon at the rate of 5 per cent. per annum. The decision of the said engineer for the time being as to the necessity for and nature of any such repairs, works, and acts, and of the expenses thereof, shall be final.

10. The Company shall not be at liberty to enter upon any lands of the Board except for the purpose of inspecting the construction and execution of the works to be constructed or executed thereon in accordance with this agreement and the state and condition thereof, or of executing, making, or doing any repairs, acts, or things which the Company may, in accordance with this agreement, be bound to execute, make, or do in reference to the repairs and maintenance of such works, and all entries by the Company's officers or servants or other necessary parties duly authorised by the Company for any of the purposes aforesaid, shall be made at such times and under such regulations and restrictions as the Board shall reasonably prescribe and make.

11. The Company shall at their own expense keep and maintain all their works in any way connected with the works to be constructed or made upon the Board's lands or otherwise, to be used for the purpose of the carriage,

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passage, and distribution of the sewage to be delivered by the Board under this agreement in good and sufficient repair, order, and condition, and so as not to allow the said sewage to be injurious or offensive to the neighbourhood, and the Board shall have power at all times to inspect by any of their members, engineers, officers, or servants, the works of the Company, as well during their progress as after their completion; and if any of the conduits, pipes, or other works of the Company shall at any time hereafter be out of repair or in a defective state, to such an extent as in the opinion of the engineer for the time being of the Board (whose decision in this behalf shall be final) to render it improper to allow the sewage to pass through or go into the same, then and in any such case and so often as the same shall happen, the Board shall be at liberty to stop the discharge and delivery of sewage until the defect shall be remedied to the satisfaction of the said engineer for the time being.

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12. The Company shall from time to time pay to the Board as a royalty for the sewage delivered to the Company under this agreement, such a sum as herein-after mentioned; (that is to say,) in any and every half year in which the net profits of the Company's business shall be more than sufficient to pay interest at the rate of 5 per cent. per annum on the share capital for the time being of the Company, they, the Company, shall pay to the Board such a sum as shall be equal to one half of the excess of such net profits over and above the amount which would suffice to pay such interest.

13. The sum payable to the Board by way of royalty under the last preceding clause shall be payable by half-yearly payments without any deduction, and the amount of such sum, for each half year shall be deemed a debt due to the Board, payable forthwith without any demand.

14. The money from time to time paid to or recovered by the Board in respect of the said sum payable by way of royalty as aforesaid, shall belong to the Board, for the benefit of the ratepayers of the metropolis, absolutely discharged from all claims and demands whatsoever of the Company, or of any of the creditors of or purchasers from the Company, or any other persons claiming in any manner through, under, or against the Company.

15. The Board shall have the power absolutely to determine this agreement in any of the following events; (that is to say),

- (a.) If all the works of a permanent nature, authorised by the Act, shall not be completed within five years from the time of the Act receiving the Royal assent.
- (b.) If the Company shall not, within 10 years from the time of the Act receiving the Royal assent, have bonâ fide paid a dividend of at least two per cent. per annum upon the ordinary share capital of the Company for at least three successive years.
- (c.) If the Board shall not, during each of the three years immediately following the expiration of the said period of ten years from the time of the Act receiving the Royal assent, receive, under this agreement a sum by way of royalty equal at the least to one per cent. per annum on the share capital of the Company, the Board shall give to the Company six calendar months' notice in writing of their intention to exercise the powers conferred on them by this clause, and upon the expiration of such

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six calendar months this agreement shall cease and determine. For the purpose of this clause time shall be of the essence of the contract.

16. If at any time during the continuance of the agreement the Company is wound up under the provisions of any Act then in force, this agreement shall thereupon absolutely terminate.

17. This agreement if not previously determined shall terminate by effluxion of time at the end of 30 years from the time of the Act receiving the Royal assent.

18. The Company shall at all times during the subsistence of this agreement keep proper accounts relative to the share and borrowed capital of the Company and the expenditure thereof, and to all receipts and outgoings in respect of their property, works, and undertaking for and during the subsistence of this agreement, and for two years after the determination thereof the Board shall have power at all reasonable times by their officers and clerks, and any accountants or other persons whom they may choose to employ for this purpose, to inspect and examine all the books of account of the Company, and to make such copies thereof and extracts therefrom as they think fit without payment.

19. The accounts of the Company shall be made up half-yearly.

20. There shall be two auditors of the Company during the continuance of this agreement, and for two years after its determination, and one of them shall be appointed by the Board, and he shall not be a shareholder of, or otherwise pecuniarily interested in the undertaking of the Company, and shall hold his office during the pleasure of the Board, and shall have and perform all the rights, powers, and duties belonging to an auditor appointed by the Company, and shall receive from the Company the like remuneration as the auditor appointed by the Company.

21. The Company shall not by virtue of anything herein contained be deemed to be contractors with or agents for, or lessees of or partners with the Board, nor shall the Board be liable either individually or collectively to any action or proceeding in any Court, or to any judgment in any action, or to any writ or process by way of execution or otherwise against person or property, or to any criminal proceedings or proceeding of a criminal nature on account of any act, omission, neglect, or default of the Company, their agents, contractors, servants, or workmen, nor shall the ratepayers of the metropolis, or any money raised by means, or on the security of rates levied on the metropolis, be liable to satisfy or answer the damages or loss consequent upon any such act, omission, neglect, or default as aforesaid.

22. The Board or any member thereof shall not be liable as partners or a partner with the Company by reason of any payment to or for the benefit of the Board out of or calculated by reference to the profits of the undertaking or business of the Company, or by reason of any other matter stipulated for in this agreement.

23. Every or any notice or demand in writing to be delivered or made by the Board to or upon the Company under any of the provisions of this agreement may be either under the seal of the Board or under the hand of the clerk of the Board for the time being, and shall be deemed to be duly delivered to or made upon the Company by being left at the principal or only office for the time being of the Company, or if the Company shall have no office, then at the

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(Optional) *Sewage Utilization Act*, 1880.

last known place of abode in England or Wales of the secretary or chairman of the board of directors, or last known secretary or chairman of the board of directors of the Company. A.D. 1880.

24. Nothing in this agreement shall preclude the Company and the Board from agreeing (within the scope of their respective powers in such behalf, whether already existing or hereafter to be acquired,) from time to time, on such terms as to them may seem fit, for any such further expenditure, for the purposes of this agreement or any of them, or for any like purposes as may appear to them likely to be profitable and to be beneficial to the metropolis.

25. In any case in which, according to the stipulations and provisions herein, this agreement shall terminate, such termination shall be without prejudice to any claim, demand, power, right, or remedy of the Board as against the Company; and the powers of the Board to sell or dispose of all or any part of the sewage carried by the Northern Main Outfall Sewers as they think fit, shall, if and so far as hereby suspended, revive and be and remain in full force.

26. The Company shall save harmless and keep indemnified the Board from and against all actions and other proceedings at law, and all costs, damages, and pecuniary penalties, if any such be instituted, brought, taken, or claimed against the Board by reason or in respect of any of the works, acts, omissions, neglects, or defaults of the Company or any of their contractors, agents, servants, or workmen, or by reason or in respect of any of the consequences of any of the operations of the Company or otherwise in relation to the undertaking or business of the Company.

27. Except as in this agreement otherwise specially provided, or as may be from time to time otherwise agreed upon between the Board and the Company, all questions or disputes arising between the Company and the Board touching the intent, construction, or effect of this agreement, or touching any of the incidents, or consequences of, or exercise of any power, or the granting of any consent, or the giving of any approval under this agreement, or touching any claim or demand in anywise arising out of this agreement, shall, by virtue of this agreement, stand referred to arbitration under and according to the Railway Companies Arbitration Act, 1859, as if the Board and the Company were two railway companies, and this agreement shall be deemed a reference thereof in accordance with that Act.

28. If at any time during the continuance of this agreement Her Majesty's principal Secretary of State for the Home Department, on the application of the Board or of the Company, is of opinion and certifies that the operations of the Company have failed to accomplish the public objects and benefits contemplated by the Act, then the Board or the Company shall be at liberty to make application to Parliament for the revision of this agreement and of the provisions of the Act.

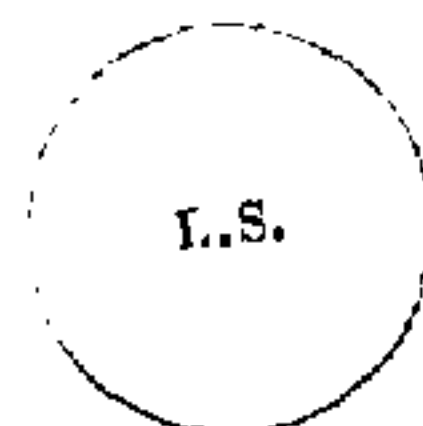
29. This agreement shall be subject to revision by Parliament in the event of future legislation respecting the main drainage of the metropolis or the outlying districts, and the Board shall not be precluded by this agreement from making any application to Parliament for such future legislation.

IN WITNESS WHEREOF the said Metropolitan Board of Works have caused their common seal to be hereunto affixed, and the said John Gaspard Fanshawe,

[Ch. cxlix.] *Dagenham and District Farmers'* [43 & 44 Vict.]
(Optional) *Sewage Utilization Act*, 1880.

A.D. 1880. Owen Edward Grant, and Peregrine Birch have hereunto set their hands and
— seals the day and year first above written.

Sealed by Order,
J. E. WAKEFIELD,
Clerk of the Board.



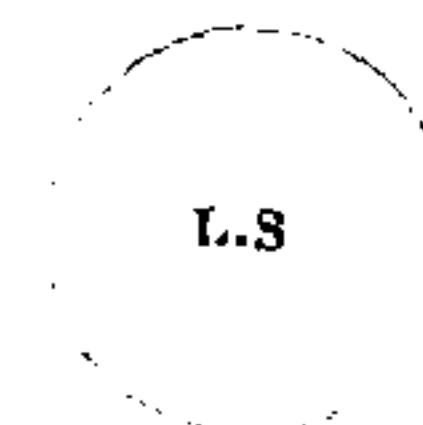
Signed, sealed, and delivered by the above-named } J. G. FANSHAWE.



John Gaspard Fanshawe and Owen Edward

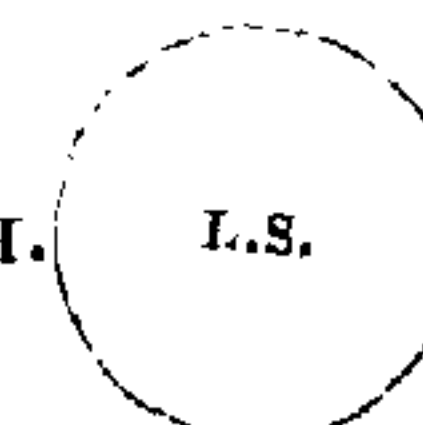
Grant, in the presence of

} O. E. GRANT.



H. PEREGRINE BIRCH,
70, Lincoln's Inn Fields,
Solicitor.

Signed, sealed, and delivered by the above- } PEREGRINE BIRCH.
named Peregrine Birch, in the presence of



FRANCIS J. PEREGRINE BIRCH,
of Forest Row,
Sussex.