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VICTORIÆ REGINÆ.

Cap. ccxciii.

An Act for utilizing the Sewage of the Borough of *Liverpool*; and for other Purposes.

[30th *July* 1866.]

WHEREAS by an Act passed in the Session holden in the Ninth and Tenth Years of Her Majesty, intituled *An Act for the Improvement of the Sewerage and Drainage of the Borough of* Liverpool, *and for making further Provisions for the sanitary Regulation of the said Borough*, the Council of the Borough of *Liverpool* were required to cause the Borough to be well and effectually sewered and drained in manner therein-after provided; and by the said Act all Sewers, together with all Buildings and other Works, Materials, and Things therewith connected, existing within the said Borough, or which should thereafter at any Time be constructed and made therein, whether constructed at the Cost of the Mayor, Aldermen, and Burgesses of the said Borough, or otherwise, were vested in the said Mayor, Aldermen, and Burgesses, and placed under the sole and entire Management and Control of the said Council, subject to the Provisions of that Act; and by the said Act it was provided that the said Council should cause to be constructed and made such and so many Main and other Sewers as should be necessary and proper for the effectual draining of the whole of the said Borough, together with all such Reservoirs, Engines, Sluices, Penstocks, 9 & 10 Vict. c. cxxvii.

Penstocks, and other Works as should be required for properly flushing and cleansing out such Sewers, and that it should be lawful for the said Council to cause such Sewers to communicate with and empty themselves into any public River, Stream, Watercourse, or tidal Basin, or to cause the Refuse from such Sewers to be conveyed by an appropriate Channel to the most convenient Site for its Collection and Sale, and its Application as Manure for agricultural Purposes, as might be deemed most expedient, but so that the same should in no Case become a public Nuisance or Annoyance to the Neighbourhood, and that all such Sewers and other Works and Premises should belong to the said Mayor, Aldermen, and Burgesses, and be at all Times under the Control, Care, and Management of the said Council, and their Surveyors and Officers respectively: And whereas by "The *Liverpool* Sanitary Amendment Act, 1854," the said Mayor, Aldermen, and Burgesses are empowered to contract with any Person for, and purchase and hold, any Lands, Tenements, or Hereditaments, or any Easement or Privilege in, through, over, or upon the same, within or beyond the Limits or Boundary of the said Borough, for the Purpose of more conveniently constructing any Sewer or Drain, or of conveying away, depositing, or otherwise disposing of the Refuse of the said Borough, or otherwise carrying into effect the Powers and Authorities of the firstly herein-recited Act and that Act, and all Persons by "The Lands Clauses Consolidation Act, 1845," authorized to sell and convey Lands are by the Enactment now in recital empowered to sell and convey Lands, Tenements, and Hereditaments, or Easements or Privileges in or over the same, for the Purposes aforesaid: And whereas under the Act of the last Session of Parliament (Chapter Seventy-five), "for facilitating the more useful Application of Sewage "in *Great Britain* and *Ireland*," the said Mayor, Aldermen, and Burgesses are empowered to construct Sewers, as well without as within the said Borough, for the Purpose of Outfall or Distribution of Sewage upon making due Compensation, and subject to certain Provisions and Restrictions therein contained, and are also empowered, for the Purpose of utilizing the Sewage of the Borough, to make Agreements (subject to the Restriction therein contained) as to the Supply of such Sewage and Works to be made for the Purpose of that Supply, and the Parties to execute the same and bear the Costs thereof, and the Sums, if any, to be paid for that Supply: And whereas the Sewers of the said Borough now discharge their Contents into the River *Mersey* at Low Water at several Points along the Margin of such River, the most Southward of such Points being at or near *Dingle Lane*, and the most Northward of such Points being at or near *Bank Hall*: And whereas there is situate between the *Lancashire and Yorkshire* Railway and the *Irish Sea* an Area or Tract of Waste Lands or Sands known as the Sandhills or Rabbit Warrens which is unproductive, but is capable of being converted to agricultural Purposes,

17 & 18 Vict. c. xv.

28 & 29 Vict. c. 75.

Purposes, and there are also in the Neighbourhood thereof other large Tracts of Land which are comparatively unproductive, but are capable of considerable Improvement, and such Conversion and Improvement would be greatly promoted by the Application of Sewage, and the Sewage of the Borough might advantageously be conveyed to the said Sandhills or Rabbit Warrens and Tracts of Land, and used for this Purpose, and the Lands lying on either Side of the Conduits or Pipes required for so conveying the Sewage might also be fertilized and improved by the Application of Sewage thereto, and the Fertilization of the said Sandhills or Rabbit Warrens, and such Application of the said Sewage thereto, and to the other Lands aforesaid, would be attended with great local and public Advantage: And whereas the Persons herein-after named, with others, are willing to form a Company to undertake the Works necessary for the Purposes aforesaid, and for the acquiring, either permanently or for a temporary Estate or Interest, the said Sandhills or Rabbit Warrens for the Purposes of such Conversion as aforesaid: And whereas on the Fifth Day of *April* One thousand eight hundred and sixty-six Articles of Agreement were made between the said Mayor, Aldermen, and Burgesses (therein-after called "the Corporation") of the one Part, and *Alexander Brogden*, *John Noble*, *James Beal*, and *Charles Francis Macdonald* (therein-after referred to as "the Promoters") of the other Part; and it is thereby provided that in that Agreement the Expression "the Concessionaries" shall mean the Promoters, their Executors, Administrators, and Assigns, and from and after the Transfer to the Company hereby incorporated of the Concession, such Company; and thereby the Corporation granted to the Concessionaries the absolute and exclusive Right to take and use all Sewage and Sewage Matter passing through the Sewers of the Corporation in the Borough for the Term of Twenty-five Years, computed from the Expiration of Five Years next after the passing of this Act; and in case the necessary Works for intercepting such Sewage or any Part thereof, and disposing of the intercepted Sewage otherwise than by Discharge into the River *Mersey*, are completed before the Expiration of Five Years from the passing of this Act, then also the absolute and exclusive Right forthwith after the Completion of any such Works, and so from Time to Time as any such Works are completed, to take and use the Sewage intercepted thereby for such further Time as may elapse before the Expiration of such Term of Five Years; and by the said Articles of Agreement Provision is made in the event therein mentioned for the Extension of such Right for a further Term of Twenty-five Years, and so from Time to Time; and by the said Articles of Agreement it is provided that the Agreement therein contained shall only take effect in the event of the same being confirmed by or receiving the Sanction of Parliament; and it is expedient that the said Articles of Agreement should be confirmed, and Provision made for the Transfer to the Company of the

the Benefits and Obligations thereof: And whereas for giving Effect to the Objects of the Company's Incorporation it is expedient that the Company should be authorized to enter into such Agreements, and, subject to the Provisions herein-after contained, execute such Works as may be necessary or proper for effecting the Purposes aforesaid, and that such other Powers should be granted as are herein-after contained: And whereas the Objects aforesaid 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; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Liverpool* Sewage Utilization Act, 1866."

Interpretation of Terms.

2. 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:

The Expression "the Company" shall mean the Company incorporated by this Act:

The Expression "the Corporation" shall mean the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool*:

The Expression "the Council" shall mean the Council of the Borough of *Liverpool*:

The Expression "the Borough" shall mean the Borough of *Liverpool*:

And the Word "Works" shall include all Embankments, Walls, Slopes, Cuts, Channels, Canals, and Watercourses, and also all Reservoirs, Sewers, Conduits, Pipes, Culverts, Drains, Arches, Sluices, Locks, Lock Gates, Engines, Pumping Stations, Pumping Apparatus, Roads, Bridges, Quays, Banks, Water, and other Works and Conveniences which may be necessary or convenient for carrying into effect the Objects and Purposes of this Act:

And the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

8 & 9 Vict. cc. 16. & 18., 23 & 24 Vict. c. 106., and

3. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts

Acts Amendment Act, 1860," shall, subject to the Provisions of this Act, be incorporated with and form Part of this Act: Provided always, that the Company shall not be authorized to purchase or acquire any Lands otherwise than by Agreement. 26 & 27 Vict. c. 118. incorporated.

4. The Clauses of "The Waterworks Clauses Act, 1847," "with respect to the breaking up of Streets for the Purpose of laying Pipes," shall be incorporated with and form Part of this Act, and be read as applying to the Works authorized by this Act, instead of the Waterworks to which such Clauses are intended to apply; and for the Purposes of such Incorporation the Limits of Special Act shall be the Parishes and Townships herein-after mentioned; (that is to say,) *Ainsdale*, *Altcar*, *Aughton*, *Birkdale*, *Bootle-cum-Linacre*, *Formby*, *Ince-Blundell*, *Kirkdale*, *Little Crosby*, *Lunt*, *Lydiate*, *Maghull*, *Orrell*, *Orrell and Ford*, *Raven Meols*, *Sefton* (or *Sephton*), *Thornton*, and *Walton-on-the-Hill* respectively, all situate and being in the County of *Lancaster*. Part of 10 & 11 Vict. c. 17. incorporated. Limits of Special Act.

5. *Alexander Brogden*, *John Noble*, *James Beal*, *Charles Francis Macdonald*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of making and maintaining the Works by this Act authorized, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "the *Liverpool* 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. Company incorporated.

6. The Capital of the Company shall be Five hundred thousand Pounds, in Fifty thousand Shares of Ten Pounds each. Capital.

7. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share has been paid in respect thereof. Shares not to issue until One Fifth paid up.

8. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Four Months at least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share. Calls.

9. If any Money be payable to any Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his Guardian or Committee, as the Case Receipts on behalf of incapacitated Persons.

Case may be, shall be a sufficient Discharge to the Company for the same.

Power to borrow on Mortgage.

10. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the whole One hundred and twenty-five thousand Pounds, but no Part thereof shall be borrowed until the whole Capital of Five hundred thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their 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.

Arrears may be enforced by Appointment of a Receiver.

11. The Mortgagees of the Company may enforce Payment of the Arrears of Interest, or the Arrears of Principal and Interest, due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver in respect of Principal Money the Amount or aggregate Amount of Principal Money owing to the Mortgagee or Mortgagees by whom the Application for a Receiver is made shall not be less than Ten thousand Pounds.

Monies borrowed on Mortgage to have Priority.

12. All Monies to be borrowed on Mortgage under this Act from the Time when the same shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and the Property of the Company expressed to be comprised therein, over all other Claims on account of 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, Right, or Remedy against the Company or their Property in respect of any Rentcharge granted or 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," or in respect of any Rent, Rentcharge, or Sum reserved by or payable under any Lease or Grant granted or made, or to be granted or made, to the Company, nor shall anything herein-before contained prejudice or affect the Lien of any Vendor for the unpaid Purchase Money of any Land taken or to be taken by the Company for the

Purposes

Purposes of this Act, or any Claim for Compensation for Damage to Persons or Land by reason of the Exercise of the Powers by this Act, or any Act incorporated therewith, conferred upon or authorized to be exercised by the Company.

What Mortgages and Rentcharges may comprise or be charged on.

13. Any Mortgage or Rentcharge to be made or granted by the Company under this Act may comprise or be charged upon the Undertaking of the Company, inclusive or exclusive of all or any Lands purchased by the Company, or may comprise or be charged upon such Lands, or any of them, exclusive of any other Part of the Undertaking.

Application of Monies.

14. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act only.

First Ordinary Meeting.

15. The First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act.

Quorum of General Meetings.

16. The Quorum of every General Meeting (whether ordinary or extraordinary) shall be Ten Shareholders present personally or by proxy holding in the aggregate not less than Three thousand Pounds in the Capital of the Company.

Number of Directors.

17. Save as herein otherwise provided, the Number of Directors shall be Seven, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the Number be not less than Five.

Qualification of Directors.

18. The Qualification of a Director shall be the Possession in his own Right of not less than Twenty Shares.

Election of Directors by Council.

19. The Number of Directors of the Company shall not at any Time exceed Seven, and the Council may elect on the First Day of *January* in the Year next after the passing of this Act, and on the First Day of *January* in every subsequent Year, or within Sixty Days thereafter, Two of themselves to be Two of the Directors of the Company, and it shall not be necessary for either of such Two Directors to be a Shareholder in the Company, and the Council may from Time to Time remove any Director elected by them; and every Director so elected shall continue in Office until a new Election of a Director is made by the Council in his Stead, unless he sooner die, resign, or be removed by the Council, or cease to be a Member of the Council, and shall be eligible for Re-election; and in case any Director so elected cease from any Cause whatever to be such Director, the Council may elect some other Member of their Body to be a Director in his Place, and the Person so elected shall continue in Office so long only as the Person in whose Place he is elected would

would have been entitled to continue if he had remained in Office; and every Director elected by the Council shall have the like Powers and be entitled to the like Remuneration as other Directors of the Company.

Quorum.

20. The Quorum of a Meeting of Directors shall be Three.

First Directors.

21. *Alexander Brogden*, *John Noble*, *James Beal*, *Robert Neilson*, and *Charles Francis Macdonald* 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 continue in Office the Directors appointed by this Act, or any of them, and shall elect Directors to supply the Place of those (if any) not continued in Office, and to complete the Number of Directors, exclusive of the Directors to be elected by the Council, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing 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 nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Election of Directors.

Confirmation of Agreement with Corporation.

22. Subject to the Provisions of this Act, the Agreement of the Fifth Day of *April* One thousand eight hundred and sixty-six between the Corporation of the one Part, and *Alexander Brogden*, *John Noble*, *James Beal*, and *Charles Francis Macdonald* (the Promoters of the Company) of the other Part, (a Copy whereof is contained in the Schedule to this Act annexed,) is hereby confirmed, and accordingly may and shall be carried into full Effect by the Corporation and the said Promoters respectively; and from and after the Transfer to the Company, as provided by the said Agreement, of the Concession thereby made, the said Agreement shall be binding on the Company in lieu of the Parties to the said Agreement therein referred to as the "Promoters" of the Company, and the said Parties shall thenceforth stand discharged from all Liability under the said Agreement.

Provision for Transfer of Agreement to the Company.

23. The said Agreement shall be held to have been entered into by and with the Concessionaries on behalf of the Company, and the Concession, and all Rights, Privileges, and Benefits conferred thereby, and all Works, Hereditaments, Rights, and Easements acquired by the

the Concessionaries, at Law or in Equity, under or by virtue of the said Agreement, together with all the Obligations and Engagements of the Concessionaries thereunder, or in anywise consequent upon carrying the said Agreement into effect, shall accordingly be transferred to the Company; and any Deed duly executed for effecting such Transfer shall, so far as regards the Execution thereof by the Concessionaries, be sufficient if executed by the Survivors or Survivor of them; and after such Transfer as aforesaid the Persons by whom the said Agreement of the Fifth Day of *April* One thousand eight hundred and sixty-six was entered into with the Corporation shall stand discharged from all Liabilities thereunder; and in order to indemnify the Concessionaries for their Loss of Time, Labour, and Expenditure in relation to the Concession, there shall be paid to them by the Company upon the said Transfer all Costs, Charges, and Expenses of and incident to the Negotiation for and obtaining the Concession, or otherwise in relation thereto, the Amount thereof to be settled by an Arbitrator to be appointed on the Application of either Party by the Board of Trade.

Power for Company and Council to enter into Contracts as to Sewage.

24. Subject to the Provisions of this Act, and for the Modification or Extension of the said Agreement, or with respect to any of the Objects not provided for by the said Agreement, the Company shall have Power to make and enter into from Time to Time with the Council, and the Council may from Time to Time accordingly make and enter into with the Company, Contracts and Agreements for the following Purposes, or any of them; (that is to say,)

For the Interception and the removing and carrying away by the Company by means of Conduits and other Works of all or any Part of the Sewage collected by the Sewers of the Corporation:

For the Execution by the Company of all or any of the Powers vested in the Council in relation to the Sewerage and Removal of Refuse of the Borough, so far as regards the necessary Works for the Interception, carrying away, Sale, Application, and Distribution of Sewage and Refuse:

Every such Contract or Agreement may be made for such Term of Years, and either with or without any Money or other Consideration to be paid or given in respect thereof, and upon such Conditions, as may be agreed on between the Company and the Council, and the Company and the Council may from Time to Time rescind, alter, modify, or vary any such Contract or Agreement; but no such Contract or Agreement shall be entered into, rescinded, altered, modified, or varied, except with the Approval of the Shareholders of the Company present at an Extraordinary General Meeting specially convened for the Purpose.

Power to construct Works for

25. For enabling the Company to convey all or Part of the Sewage of the Borough, and to apply and use it for Fertilization, the Company

intercepting Sewage, Main Conduits, &c.

Company may make and maintain, subject to the Provisions of this Act,—

All such Works and Conveniences as may be necessary or proper for intercepting, lifting, conveying, and distributing Sewage under the Provisions of this Act.

Communications between Liverpool Sewers and Conduits of Company.

26. All necessary Works for effecting Communication between any of the Sewers, Reservoirs, and Works of the Council and any of the Works of the Company shall be made and maintained by and at the Expense of the Company, but the Works to be executed for this Purpose, and the Mode of effecting such Communication, shall be such as shall be required or approved by the Borough Engineer, and shall be executed to his Satisfaction in all respects.

Power to purchase, &c. Land by Agreement.

27. The Company may from Time to Time, by Agreement, purchase or hold on Lease, or otherwise temporarily, the said Sandhills or Rabbit Warrens, or any Part thereof, and may purchase or hold as aforesaid any other Lands for the Purpose of fertilizing and improving the same by Application thereto of Sewage, and may also purchase or hold as aforesaid any other Lands which they may require for any of the Purposes of this Act, and may from Time to Time sell, mortgage, or let any such Lands, and otherwise deal with the same, upon such Terms and Conditions, consistent with their Estate or Interest therein, as they think fit.

Application of Proceeds of Sales.

28. All Money received by the Company from any Sale of Lands under this Provision shall be applied in the first instance in paying off Mortgages of the Company, and the Powers of the Company under this Act to borrow Money on Mortgage shall be reduced by the Amount so paid off.

Power to purchase Easements, &c.

29. The Company may from Time to Time, by Agreement, purchase or hold on Lease, or otherwise temporarily, any Easements, Rights, Powers, or Privileges in, over, through, or affecting Lands which they may deem necessary or convenient for the Purpose of constructing, maintaining, diverting, altering, reconstructing, or enlarging, cleansing, or repairing any Work, or otherwise, for any of the Purposes of this Act.

Grants of Easements by incapacitated Persons.

30. The Persons by this Act empowered to sell and convey Lands shall have full Power to make to the Company Grants, permanently or temporarily, of any such Easements, Rights, Powers, or Privileges as aforesaid, and the Consideration for any such Grant may be either a Sum in gross or a perpetual annual Rentcharge, and the Company may secure any such Rentcharge by all usual and proper Powers of Distress or otherwise; and the Provisions of "The Lands Clauses Consoli-

Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," with respect to the Purchase of Lands by Agreement and the Consideration for the same, shall extend and be applicable to such Easements, Rights, Powers, and Privileges.

Power to use and supply Sewage for fertilizing the Land purchased, &c., and other Lands.

31. The Company from Time to Time may use and appropriate Sewage for the Fertilization of any Lands belonging or let to them, and may, under any Agreement with the Owners or Occupiers of any Lands, supply to such Owners and Occupiers respectively Sewage for the Fertilization of such Lands; and all Persons whose Lands are contiguous to the Conduits or Works of the Company shall be entitled to be supplied with Sewage thereon upon the same Terms as those charged by the Company to any other Person for the like Supply to any Lands similarly situated; and if any Dispute shall arise touching the Terms of Supply, or otherwise in relation thereto, the same shall be referred to an Arbitrator, to be appointed, on the Application of either Party, by the Board of Trade.

Provision as to Supply of Sewage to Lands.

32. In supplying Sewage for the Irrigation of Lands the Company shall supply only such Quantities of Sewage as, according to the Nature of the Soil, and of the Crop to which it is to be applied, can be absorbed, and as to prevent any Discharge of noxious Matter into the Wells, Ponds, Springs, Rivers, or Watercourses of the District or Neighbourhood in or near which the Lands are situate.

Power to execute Works for fertilizing Purposes.

33. For the Purpose of drawing off or supplying Sewage for fertilizing Lands under this Act the Company may, subject to the Provisions of this Act, make all necessary Openings in their Conduits or other Works, and construct, execute, lay down, and maintain, and from Time to Time renew, alter, improve, cleanse, and repair, all such Works and Apparatus as may be necessary or proper.

Consent of Council required to Interference with Sewage.

34. Nothing in this Act shall authorize the Company to intercept, take, or interfere with all or any Part of the Sewage of the Borough otherwise than as authorized by the said Agreement of the Fifth Day of *April* One thousand eight hundred and sixty-six without the Agreement or Consent of the Council.

Powers of Act not to be exercised until 150,000*l.* of the Capital subscribed for, issued, and accepted.

35. The Company shall not exercise any of the Powers by this Act, or by any Act incorporated herewith, conferred upon or authorized to be exercised by them, until One hundred and fifty thousand Pounds of the Capital of the Company shall have been subscribed for, issued, and accepted, and a Certificate under the Hand of a Justice certifying that such Amount of the said Capital as aforesaid has been subscribed for, issued, and accepted shall be sufficient Evidence thereof, and on the

the Production to any Justice of such Evidence as he shall think sufficient he shall grant such Certificate.

For Protection of Property of Earl of Derby and Earl of Sefton.

36. And whereas Plans and Sections showing the Line, Directions, Levels, Materials, Diameters, Thicknesses, and Particulars of a Line or Lines of Pipes intended to be executed under the Powers by this Act, or the Acts incorporated herewith, conferred upon or authorized to be exercised by the Company, have been prepared and signed by Mr. *Bateman*, the Engineer of the Promoters, and by Mr. *Hawkshaw*, the Engineer employed on behalf of the Earl of *Derby* and the Earl of *Sefton*: It shall not b lawful for the Company to exercise any of the Powers by this Act or any Act incorporated herewith, conferred upon or authorized to be exercised by them, or for the Corporation or the Council to exercise, for the Purposes of the Company or of this Act, any of the Powers by any former Act conferred upon or authorized to be exercised by them in, under, or over any Lands or Roads belonging to the Earl of *Derby* or the Earl of *Sefton*, or in, under, or over any Streets or Roads abutting on Lands belonging to either of the said Earls, except for the Purpose of constructing the Line or Lines of Pipes described in the said Plans and Sections, and in accordance with such Plans and Sections and the Particulars thereon, without having first obtained, as to Lands or Roads of the Earl of *Derby*, or Streets or Roads abutting on such Lands, the Consent in Writing of the Earl of *Derby*, his Heirs or Assigns, and as to Lands or Roads of the Earl of *Sefton*, or Streets or Roads abutting on such Lands, the Consent in Writing of the Earl of *Sefton*, his Heirs or Assigns.

No Air, Gas, or Vapour to be allowed to escape from Pipes.

37. The Company shall construct and maintain the Line or Lines of Pipes described in the said Plans and Sections so and in such Manner as that no Air, Gas, or Vapour shall be emitted or allowed to escape therefrom in any Lands or Roads belonging to the Earl of *Derby* or the Earl of *Sefton*, or within Five hundred Yards from any Part of such Lands or Roads; and the Company shall not, within Half a Mile from any Lands of either of the said Earls, make, construct, or use any Reservoir for Sewage, Sewage Matter, or Refuse, and shall not, within Five hundred Yards from any such Lands, make, construct, or use any Pumping Station or Pumping Apparatus for any of the Purposes of this Act, without having first obtained such Consent in Writing as herein-after mentioned, that is to say, as to Lands of the Earl of *Derby*, the Consent in Writing of the Earl of *Derby*, his Heirs or Assigns, and as to Lands of the Earl of *Sefton*, the Consent in Writing of the Earl of *Sefton*, his Heirs or Assigns.

Company not to interfere with

38. The Company shall not in any way interrupt or interfere with any of the Sewers or Drains of the Earl of *Derby* in the several Townships

Townships of *Kirkdale* and *Bootle-cum-Linacre*, or either of them, except in such Manner and according to such Plan, and subject to all such Conditions and Restrictions, as shall be previously approved of by the said Earl, his Heirs or Assigns; and if any of such Works be begun or be continued in contravention of this Section, the same may be removed by the said Earl, his Heirs or Assigns, and the Costs incident thereto shall be paid by or be recoverable from the Company as a Simple Contract Debt.

Sewers or Drains of the Earl of Derby.

39. The Company shall, so far as practicable, construct and maintain the said Line or Lines of Pipes, so far as respects the Roads in the several Townships of *Kirkdale* and *Bootle-cum-Linacre*, under the Footways of such Roads, and not under the Carriageways.

As to Construction of Pipes in Kirkdale and Bootle-cum-Linacre.

40. Provided always, That, without the previous Consent in each Case of the *Southport* Improvement Commissioners under their Common Seal, the Company shall not apply, distribute, or supply any Sewage or Refuse to or upon any Sandhills, Rabbit Warrens, Seashore, or other Lands (whether the same belong to the Company or not) situate within the Limits of the Town of *Southport* as defined by "The *Southport* Improvement Act, 1865," or elsewhere within Two Miles of the Boundary of those Limits, nor, without such Consent as aforesaid, shall the Company discharge, or form any Outlet or Opening for discharging, any Sewage or Refuse on any Part of the Seashore within Seven Miles of the present Town Hall of *Southport*, Provided always, that if at any Time after such Consent shall have been given by such Commissioners with respect to any Lands within the aforesaid Limits the Application, Distribution, or Supply to or in respect of the same Lands shall, in the Opinion of such Commissioners, have become a Nuisance, or prejudicial to the District or Neighbourhood, they may give Notice of that Opinion to the Company; and the Company shall within Fourteen Days after the Receipt of the Notice discontinue the Application, Distribution, or Supply to or in respect of the Lands within the aforesaid Limits in respect of which the Notice has been given.

Provision for Protection of Southport and Birkdale Park.

41. Provided always, That no Sewage shall be discharged by the Company for any Purposes whatever upon the Lands, Sandhills, and Rabbit Warrens aforesaid, or upon the Seashore adjacent thereto, without a mutual Agreement having been previously made between the Company and the Owner of the aforesaid Lands, Sandhills, and Rabbit Warrens.

For Protection of T. W. Blundell, Esq.

42. It shall not be lawful for the Company to construct any Works upon, through, or under or over any Lands, or upon, through, under, or over any Part of the Seashore, without a mutual Agreement having been previously made between the Company and the Owner of

For the further Protection of Property of T. W. Blundell, Esq.

of such Lands, or of the Lands adjacent to such Part of the Seashore, as the Case may be.

For the Protection of the Reverend Charles Hesketh and others.

43. Provided, That it shall not be lawful for the Company, or any other Company or Person by their Authority or Permission, to lay down, make, or construct any Pipes, Culverts, or other Works, or to exercise all or any of the Powers conferred by this Act, or of any Act wholly or partly incorporated herewith, or all or any of the Powers vested in the Council, within the Townships or Places following, that is to say, *North Meols*, or the Portion of *Scarisbrick* lying on the Northerly or North-easterly Side of the *Lancashire and Yorkshire* Railway, or either of them, without the Consent in Writing of the Reverend *Charles Hesketh* Clerk, of *North Meols* Rectory, his Heirs or Assigns, so far as relates to all Lands and Hereditaments in *North Meols* aforesaid of which the said *Charles Hesketh* is now the Owner, and to all Streets, Ways, Roads, and Passages abutting on both Sides, or on either Side, upon any of such last-mentioned Lands or Hereditaments, or without the Consent in Writing of *William Hawkshead Talbot* Esquire, and *Thomas Part* Gentleman, or the Survivor of them, or other the Owner or respective Owners for the Time being of the Lands and Hereditaments in *North Meols*, and the aforesaid Portion of *Scarisbrick* now subject to the Trusts of the Will and Codicil of *Charles Scarisbrick*, late of *Scarisbrick Hall*, Esquire, deceased, so far as relates to all such last-mentioned Lands and Hereditaments in *North Meols* and *Scarisbrick* aforesaid, and all Streets, Ways, Roads, and Passages abutting on both Sides or on either Side thereof, upon any of such last-mentioned Lands or Hereditaments, for the express Purpose first had and obtained, and then only for such Time or respective Times, to such Extent, in such Manner, and upon such Terms and Conditions, as shall in any such Consent or respective Consents be expressly mentioned, and not further or otherwise.

For the Protection of Dame Anne Scarisbrick.

44. Provided also, That it shall not be lawful for the Company, or any other Company or Person by their Authority, to lay down, make, or construct any Pipes, Culverts, or other Works, or to exercise all or any of the Powers conferred by this Act or any Act wholly or partly incorporated herewith, or all or any of the Powers vested in the Council, within the several Townships, Portion of Township, and Places following, or any of them, that is to say, *Downholland* and *Halsall*, and the Portion of *Scarisbrick* not lying on the Northerly or North-easterly Side of the said *Lancashire and Yorkshire* Railway, without the Consent in Writing of Dame *Anne Scarisbrick*, of *Scarisbrick Hall*, or other the Owner or respective Owners for the Time being of the Lands and Hereditaments in *Downholland*, *Halsall*, and *Scarisbrick* now subject to the Trusts of the Will of her late Father, *Thomas Eccleston* Esquire, deceased, and the Settlement of his *Scarisbrick*,

Scarisbrick, *Halsall*, and *Downholland* Estates made in pursuance thereof, or either of them, first had and obtained, and then only for such Time or respective Times, to such Extent, in such Manner, and upon such Terms and Conditions, as shall in any such Consent or respective Consents be expressly mentioned, and not further or otherwise.

Saving Rights of Earl of Derby in certain Manors, &c.

45. Except as herein expressly provided, nothing in this Act contained shall extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Earl of *Derby* in right or in respect of his Manors of *Kirkdale* and *Bootle-cum-Linacre* in the County of *Lancaster*, or either of them, or otherwise, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which, if this Act were not passed, the said Earl, his Heirs or Assigns, is, are, or may at any Time be entitled to use, exercise, or claim.

Saving Rights of Earl of Sefton in certain Manors, &c.

46. Except as herein expressly provided, nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Earl of *Sefton* in right or in respect of his Manors of *Altcar*, *Sefton* or *Sephton*, and *Litherland*, *Orrell*, and *Ford*, in the County of *Lancaster*, or any of them, or otherwise, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which, if this Act were not passed, the said Earl, his Heirs or Assigns, is, are, or may at any Time be entitled to use, exercise, or claim.

Alteration of Water and Gas Pipes, &c.

47. It shall be lawful for the Company, for the Purpose of constructing the Works by this Act authorized, to raise, sink, or otherwise alter the Position of any Watercourses or Mains or Pipes belonging to any Company or Society supplying Water or Gas, or any Inhabitants or Houses supplied thereby, and also to remove all other Obstructions to such Construction, so as the same respectively be done with as little Detriment and Inconvenience to such Company, Society, or Inhabitants as the Circumstances will admit, and be done under the Superintendence of the Company or Society to which such Mains or Pipes belong, or of their Surveyor, if they or he think fit to attend, after receiving not less than Forty-eight Hours Notice for that Purpose.

Company not to disturb Pipes until they have laid down others.

48. Provided always, That it shall not be lawful for the Company to remove or displace any of the Mains or Pipes, Syphons, Plugs, or other Works belonging to any such Company or Society, or to do anything to impede the Passage of Water or Gas into or through such Mains or Pipes, until good and sufficient Mains or Pipes, Syphons, Plugs, and all other Works necessary or proper for continuing the Supply

Supply of Water or Gas as sufficiently as the same was supplied by the Mains or Pipes proposed to be removed or displaced shall, at the Expense of the Company, have been first made and laid down in lieu thereof, and be ready for Use, in a Position as little varying from that of the Pipes or Mains proposed to be removed or displaced as may be consistent with the Construction of the Works, and to the Satisfaction of the Surveyor or Engineer of such Water or Gas Company or Society, or, in case of Disagreement between such Surveyor or Engineer and the Company, as a Justice shall direct.

Pipes not to be laid contrary to any Act.

49. It shall not be lawful for the Company to lay down any such Mains or Pipes contrary to the Regulations of any Act of Parliament relating to such Water or Gas Company or Society.

Company to make good all Damage.

50. The Company shall make good all Damage done to the Property of the Water or Gas Company or Society by the Disturbance thereof, and shall make full Compensation to all Parties for any Loss or Damage which they may sustain by reason of any Interference with the Mains, Pipes, or Works of such Water or Gas Company or Society, or with the private Service Pipes of any Person supplied by them with Water or Gas.

When Works cross Pipes Company to make a Culvert.

51. If it shall be necessary to construct any of the Works over any Mains or Pipes of any such Water or Gas Company or Society, the Company shall at their own Expense construct and maintain a good and sufficient Culvert over such Main or Pipe, so as to leave the same accessible for the Purpose of Repairs.

Penalty for obstructing Supply of Gas or Water.

52. If by any such Operations as aforesaid the Company shall interrupt the Supply of any Water or Gas, they shall forfeit Twenty Pounds for every Day that such Supply shall be so interrupted, and such Penalty shall be appropriated to the Benefit of the Poor of the Parish in which such Obstruction shall occur in such Manner as the Overseers of the Poor of the Parish shall direct.

Company to make Compensation for Damage.

53. In the Execution of the Works the Company shall do as little Damage as may be, and shall make full Compensation to all Persons and Corporations sustaining any Damage by reason of the Exercise of any of the Powers of this Act; and in case of Difference as to Amount, the same shall be settled in manner provided by "The Lands Clauses Consolidation Act, 1845," for the Determination of Cases of disputed Compensation.

For Protection of Waterworks of Corporation.

54. All the Provisions herein-before contained for the Protection of any Water Company shall extend to and be in force for the Protection of the Waterworks, Mains, and Pipes of the Corporation, and the

the Company shall not in any way interfere with the Waterworks, Mains, or Pipes of the Corporation, except in such Manner as may be approved by the Water Engineer of the Corporation, under the Penalty of Ten Pounds for every Day during which such Works, Mains, or Pipes may be interfered with without such Approval; all such Penalties to be applied in aid of the Borough Fund of the Corporation.

As to Works affecting London and North-western Railway Company.

55. All Works to be constructed under the Powers of this Act across or in any way affecting any Railway or the Works thereof, or any Station or Lands belonging wholly or partly to the *London and North-western* Railway Company, shall be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of that Company, and according to Plans to be reasonably approved by him, but in all things at the Expense of the Company, and so as to cause no Injury to or Interference with any such Railway, Works, Station, or Lands, or the Passage or Conduct of Traffic on or at any such Railway or Station.

Not to take Lands of London and North-western Railway Company.

56. The Company shall not, without the Consent of the *London and North-western* Railway Company under their Common Seal, purchase, take, enter upon, or use, either temporarily or permanently, any Lands or Works wholly or partly belonging to that Company, or which they have Power to take, or any Estate, Right, Easement, Privilege, or Authority in, over, or upon any such Lands or Works, or alter, vary, or interfere with any Railway wholly or partly belonging to them, or any of the Works thereof, except such Easements therein as may be necessary for the Purpose of enabling the Company to execute and maintain the said Works according to the Provisions contained in the last preceding Enactment.

Not to take or interfere with the Railway, Lands, or Works of Lancashire and Yorkshire Company without Consent.

57. The Company shall not, without the Consent of the *Lancashire and Yorkshire* Railway Company under their Common Seal, enter upon or use, either temporarily or permanently, any Lands or Works wholly or partly belonging to that Company, or which they have Power to take, or any Estate, Right, Easement, Privilege, or Authority in, over, or upon any such Lands or Works, or alter, vary, or interfere with any Railway wholly or partly belonging to them, or any of the Bridges or Works thereof; and in case such Consent to any such Alteration or Interference as aforesaid shall be obtained, then all the Works to be constructed in any way affecting any Railway, or any of the Bridges or Works thereof, or Property belonging wholly or partly to the *Lancashire and Yorkshire* Railway Company, shall be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of that Company, and according to Plans to be approved by him, but in all things at

the Expense of the Company hereby incorporated, and so as to cause no Injury to or Interference with any such Railway, Bridges, Works, or Property, or the Passage or Conduct of Traffic over any such Railway, or at any Station thereof.

For Protection of Litherland Local Board.

58. The Company shall execute their Works so as not to prevent the *Litherland* Local Board from carrying their proposed Sewers in the Line, and at the Level, and in the Manner laid down in the Plans and Sections thereof which have been laid before One of Her Majesty's Principal Secretaries of State, and shall not in any way interrupt or interfere with the said proposed Sewers or any other Sewer or Drain of the said *Litherland* Local Board, except in such Manner, and according to such Plan, and subject to all such Conditions and Restrictions as shall be previously approved of by the said *Litherland* Local Board or their Successors; and if any of such Works be begun or be continued in contravention of this Section, the same may be removed by the said *Litherland* Local Board or their Successors, and the Costs incident thereto shall be paid by or be recoverable from the Company as a Simple Contract Debt.

Conduits, &c. to be constructed so as not to create a Nuisance.

59. The Company shall cause the Conduits and other Works by this Act authorized to be made and maintained to be so constructed, covered, and kept as not to be or to create a Nuisance, or to be injurious to Health.

Works to be made, &c. to the Satisfaction of the Borough Engineer.

60. Notwithstanding anything in the said Agreement contained to the contrary, the whole of the Works and Appliances of the Company, whether the same shall be within or beyond the Borough, shall be in all respects made and maintained to the Satisfaction of the Borough Engineer.

For preventing Nuisances and Protection of Lands or Hereditaments generally.

61. Whenever the Works of the Company may, in the Opinion of the Borough Engineer, be or be suspected to be in a Condition or Situation to cause a Nuisance, or to prove injurious, either directly or indirectly, to any Lands, Tenements, or Hereditaments, the Corporation may thereupon cause the said Works to be properly inspected and examined, and may take all such Measures as may, in the Opinion of the Borough Engineer, be necessary, either by stopping the Flow of Sewage to any of the Company's Works, or otherwise, so as to prevent a Nuisance or Injury to the said Lands, Tenements, and Hereditaments, and the Corporation shall be at liberty to recover from the Company any Expenses incurred by them in and about such Proceedings as a Simple Contract Debt.

Nothing to exempt Company from

62. Nothing in this Act shall exonerate the Company from any Indictment, Action, or other Proceeding for Nuisance or Damages in the

the event of any Nuisance being caused by them in conveying or disposing of the Sewage or Refuse from Sewers, or in any other Manner, or of any Damage occurring from the Want of Repair of any of the Works of the Company. Proceedings for Nuisance, &c.

63. The Company shall save harmless and keep indemnified the Corporation against all Actions and Suits at Law or in Equity, and all Costs, Damages, Penalties, Claims, and Demands, which may be brought, taken, or claimed against the Corporation by reason or in respect of any of the Works, Acts, Omissions, Neglects, or Defaults of the Company, or of any of the Company's Contractors, Agents, Servants, or Workmen, or of any of the Consequences of any of the Company's Operations, or otherwise in relation to the Undertaking of the Company. Company to indemnify Corporation.

64. If any Person shall throw or wilfully place any Ballast, Rubbish, or other Materials in or upon any Part of the Works authorized by this Act, or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Matter or Thing to injure or damage or obstruct the free Passage of or through any Work by this Act authorized to be made and maintained, he shall be liable to a Penalty not exceeding Ten Pounds for every such Offence, and shall also pay to the Company as Damages the Amount of the actual Damage done. Penalty on Persons obstructing Works.

65. The Officers of the Company may enter any Lands to, through, or into which Sewage is supplied by them by Measure in order to inspect the Meters, Instruments, Pipes, and Apparatus for the measuring, Conveyance, Reception, and Storage thereof, or for the Purpose of ascertaining the Quantity of Sewage supplied or consumed, and may from Time to Time enter any Lands for the Purpose of removing any Meter, Instrument, Pipe, or Apparatus, the Property of the Company; and if any Person hinders any such Officer from entering or making such Inspection, or effecting such Removal, he shall for every such Offence be liable to a Penalty not exceeding Five Pounds; but this Power of Entry shall be exercised only between the Hours of Ten in the Forenoon and Four in the Afternoon. Power for ascertaining Quantity consumed by Meter and for removing Meters, &c.

66. If any Person not being entitled thereto under any Agreement with the Company wrongfully takes or uses any Sewage from any Reservoir, Conduit Pipe, or Work belonging to the Company, or from any Sewer, Reservoir, or Work of the Corporation, so as to interfere with the Rights or Property of the Company therein, he shall for every such Offence be liable to a Penalty not exceeding Five Pounds. Penalty for Use of Sewage without Agreement.

67. Any

Power of Landowners, &c. as to borrowing Money from Lands Improvement Companies extended for Purposes of this Act.

67. Any Owner, Lessee, or Occupier of Land capable of borrowing Money for Improvements in or affecting Land from any Company empowered by Law to advance Money to such Owner, Lessee, or Occupier for such Purposes, may borrow from any such Company upon any Terms and Conditions (consistent with the Terms and Conditions upon which the Company lending is authorized to advance Money) for the Construction in, through, or upon the Land of such Owner, Lessee, or Occupier, and in connexion with the Works of the Company, of any Pipes, Drains, Works, and Appliances for the Distribution of Sewage.

Saving Rights of Corporation.

68. Except as herein expressly provided, nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Corporation, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which, if this Act were not passed, the Corporation are or may at any Time be entitled to use, exercise, or claim.

Expenses of Act.

69. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

The

The SCHEDULE to which the foregoing Act refers.

ARTICLES OF AGREEMENT made the Fifth Day of April One thousand eight hundred and sixty-six between the Mayor, Aldermen, and Burgesses of the Borough of Liverpool (herein-after called "the Corporation") of the one Part, and Alexander Brogden, of Holme Island, Newton-in-Cartmel, in the County of Lancaster, Esquire, John Noble, of No. 10, Bridge Street, in the City of Westminster, Esquire, James Beal, of 209, Piccadilly, in the same City, Estate Agent, and Charles Francis Macdonald, of No. 10, Bridge Street, aforesaid, Esquire, herein-after referred to as the Promoters, of the other Part.

WHEREAS by an Act passed in the Session holden in the Ninth and Tenth Years of Her Majesty, intituled "An Act for the Improvement of the Sewer- "age and Drainage of the Borough of Liverpool, and for making further "Provisions for the sanitary Regulation of the said Borough," the Council of the Borough of Liverpool were required to cause the Borough to be well and effectually sewered and drained in manner therein-after provided; and by the said Act all Sewers, together with all Buildings and other Works, Materials, and Things therewith connected, existing within the said Borough, or which should thereafter at any Time be constructed and made therein, whether constructed at the Cost of the Corporation or otherwise, were vested in the Corporation, and placed under the sole and entire Management and Control of the said Council, subject to the Provisions of that Act: 9 & 10 Vict. c. 127. (Local). s. 62.

And by the said Act it is provided that the said Council should cause to be constructed and made such and so many Main and other Sewers as should be necessary and proper for the effectual draining of the whole of the said Borough, together with all such Reservoirs, Engines, Sluices, Penstocks, and other Works as should be required for properly flushing and cleansing out such Sewers, and that it should be lawful for the said Council to cause such Sewers to communicate with and empty themselves into any public River, Stream, Watercourse, or tidal Basin, or to cause the Refuse from such Sewers to be conveyed by an appropriate Channel to the most convenient Site for its Collection and Sale, and its Application as Manure for agricultural Purposes, as might be deemed most expedient, but so that the same should in no Case become a public Nuisance or Annoyance to the Neighbourhood, and that all such Sewers and other Works and Premises should belong to the Corporation, and be at all Times under the Control, Care, and Management of the said Council, and their Surveyors and Officers respectively: s. 63.

The Liverpool Sewage Utilization Act, 1866.

17 & 18 Vict. c. 15. (Local), s. 23.

And whereas by "The Liverpool Sanitary Amendment Act, 1854," the Corporation are empowered to contract with any Person for, and purchase and hold, any Lands, Tenements, or Hereditaments, or any Easement or Privilege in, through, over, or upon the same, within or beyond the Limits or Boundary of the said Borough, for the Purpose of more conveniently constructing any Sewer or Drain, or of conveying away, depositing, or otherwise disposing of the Refuse of the said Borough, or otherwise carrying into effect the Powers and Authorities of the firstly herein-recited Act and that Act, and all Persons by "The Lands Clauses Consolidation Act, 1845," authorized to sell and convey Lands are by the Enactment now in recital empowered to sell and convey Lands, Tenements, and Hereditaments, or Easements or Privileges in or over the same, for the Purposes aforesaid.

28 & 29 Vict. c. 75. ss. 4, 14.

And whereas under the Act of the last Session of Parliament (Chapter 75), "for "facilitating the more useful Application of Sewage in Great Britain and Ireland," the Corporation, by their Council, are empowered to construct Sewers as well without as within the said Borough for the Purpose of Outfall or Distribution of Sewage upon making due Compensation, and subject to certain Provisions and Restrictions therein contained, and are also empowered, for the Purpose of utilizing the Sewage of the Borough, to make Agreements (subject to the Restriction therein contained) as to the Supply of such Sewage and Works to be made for the Purpose of that Supply, and the Parties to execute the same and bear the Costs thereof, and the Sums, if any, to be paid for that Supply:

And whereas the Sewers of the said Borough now discharge their Contents into the River Mersey at Low Water at several Points along the Margin of such River, the most Southward of such Points being at or near Dingle Lane, and the most Northward of such Points being at or near Bank Hall:

And whereas there is situate between the Lancashire and Yorkshire Railway and the Irish Sea an Area or Tract of waste Lands or Sands known as the Sandhills or Rabbit Warrens which is unproductive, but is capable of being converted to agricultural Purposes, and there are also in the Neighbourhood thereof other large Tracts of Land which are comparatively unproductive, but are capable of considerable Improvement, and such Conversion and Improvement would be greatly promoted by the Application of Sewage, and the Sewage of the Borough might be advantageously conveyed to the said Sandhills or Rabbit Warrens and Tracts of Land, and used for this Purpose, and the Lands lying on either Side of the Conduits or Pipes required for so conveying the Sewage might also be fertilized and improved by the Application of Sewage thereto, and the Fertilization of the said Sandhills or Rabbit Warrens, and such Application of the said Sewage thereto, and to the other Lands aforesaid, would be attended with great local and public Advantage:

And whereas the Promoters have made Application for an Act to be passed in the present Session, and have deposited a Bill for such Act, whereby it is proposed (amongst other things) to incorporate a Company, with a Share Capital of Five hundred thousand Pounds, with a Power to raise an additional Capital of Two hundred and fifty thousand Pounds, and to empower the Company and the Council of the Borough of Liverpool to contract mutually for the Interception and the removing and carrying away by the Company of the Sewage of the said Borough, and to empower the Company to make and maintain the necessary Works for the Interception, carrying away, and

Distribution of such Sewage, and to confer on the Company other Powers for the Purposes of conveying and using the Sewage of the said Borough for Fertilization of Land

Now the Corporation do agree with the Promoters, and the Promoters do agree with the Corporation, as follows:

Interpretation.

In this Agreement, except there be something in the Context repugnant to such Construction, the Expressions herein-after mentioned shall have the Meanings hereby assigned to them; that is to say,

The Expression "the Concession" shall mean the Right to take and use the Sewage and Sewage Matter in manner herein-after mentioned, and other the Rights and Interests of the Concessionaries under this Agreement ancillary to the taking and using of such Sewage and Sewage Matter:

The Expression "the Concessionaries" shall mean the Promoters, their Executors, Administrators, and Assigns, and from and after the Transfer to the said intended Company of the Concession, such Company:

The Expression "the Borough" shall mean the Borough of Liverpool:

The Expression "the Council" shall mean the Council of the Borough of Liverpool:

The Expression "the Borough Engineer" shall mean the Person so described by "The Liverpool Sanitary Amendment Act, 1854."

1. The Concession, and all the Works and Lands, and the Obligations and Engagements of the Concessionaries under or by virtue of this Agreement, shall, within Two Years after the passing of the said intended Act, be absolutely transferred to the said intended Company: Provided always, that the Consideration or other Benefit (if any) to be paid to or conferred on the Concessionaries for the Transfer shall be without Prejudice to, and shall not in anywise derogate from, the Right by this Agreement conferred on the Corporation of participating in the Profits of the Concessionaries above Ten per Cent.

Grant of Sewage to the Concessionaries.

2. The Concessionaries shall have, and the Corporation hereby grant to them, the absolute and exclusive Right to take and use all Sewage and Sewage Matter (all which is herein-after referred to as Sewage) passing through the Sewers of the Corporation in the Borough for the Term of Twenty-five Years, computed from the Expiration of Five Years next after the passing of the said intended Act; and in case the necessary Works for intercepting such Sewage or any Part thereof, and disposing of the intercepted Sewage, otherwise than by Discharge into the River Mersey, are completed before the Expiration of Five Years from the passing of such Act, then also the Concessionaries shall have, and the Corporation hereby grant to them, the absolute and exclusive Right forthwith after the Completion of any such Works, and so from Time to Time as any such Works are completed, to take and use the Sewage intercepted thereby for such further Time as may elapse before the Expiration of such Term of Five Years: Provided always, that the Grant hereby made shall only comprise the Sewage which the Works from Time to Time of the Concessionaries can and do, for the Time being, actually intercept; and also that, notwithstanding the Grant hereby made, the Corporation shall have full Right, Power, and Authority to use and discharge, as at present, or in such other Manner as the Corporation or the Borough Engineer may think fit, such Part of the Sewage of the Borough as the Works from Time to Time of the Concessionaries cannot or do not for the Time being actually intercept, and to use and discharge the Contents of the

Sewers

Sewers of the Borough in the event of the Works from Time to Time of the Concessionaries, or any Part thereof, being at any Time in such a Condition or Position as to create a Nuisance, or as to prevent or impede the immediate flowing away from the Borough and the effectual Discharge therefrom of such Sewage or any Part thereof.

The Promoters to endeavour to get the Bill passed.

3. The Promoters shall, at the Cost of themselves or the said intended Company, use their best Endeavours to procure the passing into a Law of the said Bill, with such Modifications as to them may seem expedient, or Parliament may require, but so that such Modifications do not in any way vary the Terms of this Agreement, and the said Bill shall contain a Clause confirming and giving full Effect to this Agreement.

Power to Concessionaries to make Pumping Station, and for intercepting, &c. the Sewage.

4. The Concessionaries shall, subject to the Provisions herein-after contained, and to the Provisions of the said intended Act, have Power to erect and make, at their own Expense, such Pumping Stations and Apparatus, and other Works and Appliances, in communication or connexion with the Sewers, Reservoirs, and Works of the Corporation, as may be necessary or proper for intercepting, lifting, and conveying the said Sewage from the Sewers, Reservoirs, and Works of the Corporation into and to the Sewers and Works to be made by the Concessionaries for distributing the said Sewage under the Powers of the said intended Act, such Pumping Stations and Apparatus, Works and Appliances, to be so erected and made only in such Situation and in such Manner and of such a Character as may be required or approved in Writing by the Borough Engineer: Provided always, that such Approval shall be obtained before the Concessionaries shall be at liberty to commence any such Works; and all such Works commenced or executed without such Approval may, if the Corporation think fit, be removed by them at the Expense of the Concessionaries; and all such Works erected and made in accordance with this Provision shall be maintained in good and efficient Repair by and at the Expense of the Concessionaries.

Works to be to Satisfaction of Engineer within the Borough.

5. Every Work so erected or made within the Borough in communication or connexion with the Sewers, Reservoirs, or Works of the Corporation shall from Time to Time be altered by the Concessionaries on a Requisition in Writing from the Corporation or the Borough Engineer, and under the Superintendence and to the Satisfaction of the Borough Engineer, and in such Manner as he shall require; and if the Concessionaries fail for One Calendar Month after Receipt by them of the Requisition to make the Alteration, the Corporation may, if they think fit, make the same, and for that Purpose may enter upon the Land and Works of the Concessionaries within the Borough, and do all such Acts and Things in relation thereto as the Corporation or the Borough Engineer think necessary or proper for making the Alteration, doing as little Damage as may be; and the Expenses of the Corporation in making the Alteration shall be repaid to them by the Concessionaries. The Corporation, by themselves and their Officers and Servants, shall have Power at all Times to visit and inspect the Works and Undertaking as well during their Progress as after their Completion.

Power of Borough Engineer beyond the Borough.

6. If the Borough Engineer shall be dissatisfied with any of the Works beyond the Borough, the Concessionaries shall, on receiving a Requisition in Writing in manner aforesaid, alter and amend such Works to the Satisfaction of the said Borough

Borough Engineer in the same Manner as above stipulated with respect to Works within the Borough: Provided always, that if the Concessionaries shall deem any such Requisition with regard to Works beyond the Borough unreasonable they may, within Fourteen Days after Receipt thereof, give Notice in Writing to the Corporation to that Effect, and any Matter in difference between the Corporation and the Concessionaries thereon arising shall be settled by Arbitration in the Manner herein-after provided for the Settlement of Difference.

Corporation to exercise their Powers in aid of the Concessionaries.

7. For aiding the Concessionaries in the Execution of the necessary Works for conveying away and disposing of and distributing the Sewage of the Borough, the Corporation and the Council will, at the Expense in all respects of the Concessionaries, and on their Behalf, avail themselves of the Provisions of all or any Acts or Act of Parliament conferring on the Corporation or the Council Powers for executing any such Works, or acquiring any Hereditaments, Rights, or Easements for the Purpose of executing the same, and of all or any other Powers vested in the Corporation or Council in this Behalf; and all Hereditaments, Rights, and Easements to be so acquired by the Corporation shall be deemed to be so acquired as Trustees for the Concessionaries, and shall be dealt with as may be necessary for the Purposes of the Concession.

Interest above Six per Cent. to be first approved by Corporation.

8. Except with the previous Consent in each Instance of the Corporation in Writing, the Rate of Interest to be paid by the Concessionaries on any Money borrowed by them shall not exceed Six Pounds per Centum per Annum; and the intended Company shall not create or issue any additional Capital beyond the original Capital authorized by the said intended Act until Two hundred and fifty thousand Pounds at least has been paid up in respect of the original Capital, and has been expended on Works; and the Rate of Interest on any Preference Shares of the intended Company shall not exceed Six Pounds per Centum per Annum; and the intended Company shall not convert any of their borrowed Capital into Stock or Shares.

Stipulation as to Division of Excess of Profits beyond Ten per Cent. between Corporation and Concessionaries.

9. If the clear annual Profits of the Concessionaries divisible in any Year after the Expiration of the Term of Five Years from the Thirtieth Day of June next after the passing of the said Act upon the ordinary Capital for the Time being paid up of the Concessionaries exceed the Rate of Ten Pounds for every One hundred Pounds of such paid-up Capital, the Excess of such Profits beyond such Rate shall belong to the Corporation and the Concessionaries in equal Moieties, and be paid accordingly.

Provision for making good out of Excess the Deficiencies of previous Years.

10. Provided, That if in all or any of the First Ten Years, commencing from the Expiration of the said Term of Five Years, the said Profits divisible as aforesaid do not amount to the said Rate, the Stipulations lastly hereinbefore contained shall not take effect in any Year during Twenty-five Years, computed from the Expiration of the said Term of Five Years, until the Deficiency has been made good out of the said Profits in a subsequent Year or Years.

Stipulation respecting Profits.

11. The Accounts of the Concessionaries shall be made up half-yearly to the Thirtieth Day of June and the Thirty-first Day of December in every Year, and the Moiety of the clear annual Profits payable to the Corporation shall be

paid yearly without any Deduction except Income Tax, and shall be due and payable at the End of One Calendar Month next after the Expiration of the Year in respect of which the Profits shall have accrued.

The clear annual Profits for each Year shall be ascertained by deducting for that Year from the gross Revenue and Receipts of the Concessionaries the annual Charge for Money borrowed, and for Rentcharges (if any), the annual Interest on Preference Shares (if any) of the intended Company, and the Working and Establishment Expenses, Repairs, Rates, and Taxes, and other necessary Outgoings of the Concessionaries.

Stipulation as to Accounts, &c.

12. The Concessionaries shall at all Times keep proper Accounts relative to the Share and borrowed Capital and the Expenditure thereof, and to all Receipts and Outgoings in respect of their Property, Works, and Undertaking; and during the Subsistence of the Concession, and for Two Years after the Expiration or sooner Determination thereof, the Corporation shall have Power at all reasonable Times by themselves and their Officers and Clerks, and any Accountants or other Persons employed by the Corporation for this Purpose, to inspect and examine all the Books of Account of the Concessionaries, and to make such Copies thereof or Extracts therefrom as the Corporation think fit, without Payment to the Concessionaries.

Two Directors to be elected by the Corporation.

13. The Number of Directors of the intended Company shall not at any Time exceed Seven, and the Council may elect on the First Day of January in the Year next after the passing of the said Act, and on the First Day of January in every subsequent Year, or within Sixty Days thereafter, Two of themselves to be Two of the Directors of the intended Company, and it shall not be necessary for either of such Two Directors to be a Shareholder in the Company; and the Council may from Time to Time remove any Director elected by them; every Director so elected shall continue in Office until a new Election of a Director is made by the Council in his Stead, unless he sooner die or resign, or be removed by the Council, or cease to be a Member of the Council, and shall be eligible for Re-election.

In case any Director elected by the Council cease from any Cause whatever to be such Director, the Council may elect some other Member of their Body to be a Director in his Place, and the Person so elected shall continue in Office so long only as the Person in whose Place he is elected would have been entitled to continue if he had remained in Office.

Every Director elected by the Council shall have the like Powers and be entitled to the like Remuneration as other Directors.

Corporation to have the Right to purchase Works of Concessionaries at End of the 25 Years.

14. On giving the Concessionaries not less than Three Years previous Notice, the Corporation shall have the Right to purchase at the End of the said Term of Twenty-five Years the whole of the Works and Land of the Concessionaries at a fair Valuation, to be determined by Arbitration as herein-after provided.

If Corporation do not exercise their Option of Purchase, the Concession is continued for a further Term.

15. Subject to the Provisoes herein-after contained, if the Corporation do not give such Notice as mentioned in the Stipulation lastly herein-before contained, the Concession shall, without further Act on the Part of the Corporation, stand continued and extended for a further Term of Twenty-five Years, computed from the Expiration of the first-mentioned Term of Twenty-five Years; and all the Stipulations of this Agreement, including the Stipulation lastly herein-

herein-before contained, shall be in force and applicable during such further Term in like Manner as during the said first-mentioned Term, except only that the Stipulation respecting the Division between the Corporation and the Concessionaries of any Excess of Profits beyond Ten per Cent. in any Year shall take effect during the whole of such further Term, and except also that the Stipulations for making good in any subsequent Year or Years the Deficiency of the said Profits in a previous Year or Years, as herein mentioned, shall not apply.

The like Continuance to take place from Time to Time so long as the Corporation fail to exercise their Option of Purchase.

16. Subject to the Provisoes herein-after contained, on Failure of the Corporation to give the requisite Notice for Purchase, the Stipulation lastly herein-before contained shall take effect from Time to Time at the Termination of the secondly-mentioned Term of Twenty-five Years, and every successive Term of Twenty-five Years, so as to give the Concessionaries a Renewal from Time to Time of the Term of Twenty-five Years, with all the like Consequences as in the Case of the Second Term of Twenty-five Years, until the Corporation have exercised their Option of Purchase of the said Works.

On Failure of Scheme, Power to Concessionaries to determine the Concession.

17. Provided always, That if the Concessionaries at any Time consider the Scheme proposed by this Agreement and the said Bill to have proved a Failure in any way whatever, and of which Failure the Concessionaries shall be the sole Judges, they shall have Power by Notice in Writing to the Corporation to determine the Concession, and the Concession shall be deemed determined at the End of One Calendar Month from the giving of such Notice, subject nevertheless to the Stipulations herein-after contained.

Power to Corporation to do the like.

18. Provided also, That if at any Time after the Expiration of the said Term of Five Years the Council consider the said Scheme to have proved a Failure, and give Notice of such their Opinion to the Concessionaries, and the Concessionaries give Notice in Writing to the Corporation of the Concurrence of the Concessionaries in the said Opinion, or if the Concessionaries do not within Two Calendar Months from the Receipt of such Notice declare in Writing their Concurrence or Disagreement with the said Opinion of the Council, the Concession shall be deemed determined at the End of Three Calendar Months from the giving of such Notice by the Corporation, but subject as aforesaid.

If the Concessionaries, within Two Calendar Months from the Receipt by them of such Notice, give Notice in Writing to the Corporation that they dispute the said Opinion of the Council, the Question whether the Scheme has become a Failure shall be referred to Arbitration as herein-after mentioned; and in the event of the Decision being against the Concessionaries, the Concession shall be deemed determined at the End of One Calendar Month from the making of the Award in such Arbitration, but subject as aforesaid; the Question of Profits, however, shall not form a Ground for the Corporation declaring the Scheme a Failure.

Consequences of Determination of Concession as aforesaid.

19. Upon the Determination of the Concession under Article 17 or Article 18, the following Consequences shall ensue with regard to the Works and Property of the Concessionaries:

The Council shall have the Option of purchasing the entire Works and Land of the Concessionaries wherever the same may be situate, but not less than the entire Works and Land, without the Consent of the Concessionaries,

cessionaries, at a Valuation to be determined as herein provided with regard to a Purchase at the Expiration of any Term of Twenty-five Years, provided the Council, within Two Calendar Months after the Determination of the Concession, give them Notice of the Intention of the Council to exercise such Option:

Subject to the Right of Purchase herein-before given to the Council, the Concessionaries shall have Power to continue to hold or to dispose of, as they think fit, all their Works and Land, as well within as beyond the Boundary of the Borough, except Sewers and underground Works within the Borough, which Sewers and underground Works shall belong to the Corporation, and may be dealt with by them as they think fit.

Corporation may appoint an Auditor.

20. The Council shall have Power, if they see fit, to appoint from Time to Time, and for such Term of Office as they think fit, some Person to be and act as an Auditor jointly with such Auditors as would be appointed by the Concessionaries or by the intended Company if this Stipulation had not been made, or if no Auditor be appointed by the Concessionaries or the intended Company then as sole Auditor; and such Auditor shall have the usual Powers of an Auditor for auditing the Accounts of the Concessionaries or the intended Company, and shall, if the Council so direct, be entitled to the like Remuneration, to be paid by the Concessionaries or the intended Company, as the Auditors appointed by them, or, if no Auditor be appointed by them, shall be entitled to such Remuneration, not exceeding Ten Guineas for each Audit, to be paid by the Concessionaries or the intended Company, as the Council shall direct, and it shall not be necessary for such Auditor to be a Shareholder.

Officers of the Corporation to assist the Concessionaries.

21. The Officers of the Corporation shall give to the Concessionaries all necessary Facilities and Information for carrying out the Works of the Concessionaries, and shall be entitled to receive reasonable Payment for their Services, but so nevertheless that such Officers be not required to do anything which may interfere with their present or future Duties.

Works to the Value of 15,000*l.* to be executed within Two Years, or Scheme to be deemed a Failure.

22. In order to secure the carrying out and Completion of the Scheme by the Concessionaries they shall, within Two Years from the passing of the said intended Act, execute Works, Part of their said Scheme, to the Satisfaction of the Borough Engineer, to the Value of Fifteen thousand Pounds at least, such Value to be determined by the said Borough Engineer, and if Default be made in the Performance of this Condition the Scheme shall be deemed a Failure, and the Concession shall be deemed determined at the End of the said Two Years.

Stipulation as to Transfer.

23. If the Transfer be not made within Two Years after the passing of the said intended Act, as provided by Article 1, or if the intended Company be at any Time wound up under the Provisions of any Act now or hereafter in force, the Concession shall be deemed determined at the End of the said Two Years, or, as the Case may be, at the Time of such winding up, except the Corporation agree to a further Extension of Time not less than One Year.

Restriction on Exercise of Power by Concessionaries.

24. In the Execution of these Works, or any Part thereof, the Concessionaries shall not in any way interrupt or interfere with any of the Sewers or Drains of the Borough, or any Premises therein, or with any of the Water Mains or Pipes,

Pipes, or Water Apparatus whatever, belonging to the Corporation or any other Person, except in such Manner, and according to such Plan, and subject to all such Conditions and Restrictions, as shall be previously approved of by the Corporation, certified under the Hand of the Town Clerk; and if any such Works be begun or be continued in contravention of this Stipulation, the same may be removed by the Corporation, and the Costs incident thereto shall be paid by or be recoverable from the Concessionaries as a Simple Contract Debt.

Corporation not liable for Damage.

25. The Concessionaries at all Times shall save harmless and keep indemnified the Corporation from and against all Actions and Suits at Law or in Equity, and all Costs, Damages, Penalties, Claims, and Demands, which may be brought, taken, or claimed against the Corporation by reason or in respect of any of the Works, Acts, Omissions, Neglects, or Defaults of the Concessionaries, or of 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 Concessionaries, or otherwise in relation to the Undertaking.

On Failure of Bill during present Session, Agreement to stand for another Session.

26. In case the said Bill shall not pass into a Law during the present Session this Agreement shall remain in force during the next Session, and the Concessionaries shall, at the Cost of themselves or the said intended Company, use their best Endeavours to procure the passing in such Session of the necessary Act.

Incorporation of "Railways Companies Arbitration Act, 1859," with reference to Arbitration of Questions arising on this Agreement.

27. All Matters by this Agreement provided to be determined or settled by Arbitration, and all Questions and Disputes arising between the Concessionaries and the Corporation or the Council touching the Intent, Construction, or Effect of this Agreement, or touching any of the Incidents or Consequences of, or the Exercise of any Power, or touching any Breach or alleged Breach of, any Provision of this Agreement, or touching any Claim, Demand, or Matter whatsoever in anywise arising out of this Agreement, shall, by virtue of this Agreement, stand referred to Arbitration under and according to the "Railways Companies Arbitration Act, 1859," subject nevertheless to any express Provision herein contained at variance therewith, as if the Corporation or Council and the Concessionaries were Two Railway Companies; and this Agreement shall be deemed an Agreement for Reference thereof, and a Reference thereof in accordance with that Act.

Services of Notices, &c. on Corporation, and Authentication of Notices, &c. from them.

28. Any Notice or other Document required by this Agreement to be given or delivered to the Corporation or Council shall be deemed duly given or delivered if left at the Office of the Town Clerk; and any Notice or other Document required by this Agreement to be given or delivered by the Corporation or Council may be in Writing or Print, or partly in Writing or Print, and shall be sufficiently authenticated if signed by the Mayor or Town Clerk or other authorized Officer, and need not be sealed with the Common Seal.

Office of Company to be within the Borough.

29. The Company shall have an Office for the Transaction of the Business of the Company within the Borough, and any Notice or other Document by this Agreement required to be given to the Concessionaries shall be deemed duly given or delivered if delivered at the Office of the Company.

With certain Exception, Agreement to be contingent on Sanction of Parliament.

30. Except so far as relates to the Agreement by the Concessionaries to use their best Endeavours to procure the passing of the said Bill, this Agreement shall only take effect in the event of the same being confirmed by or receiving the Sanction of Parliament.

In witness whereof the said Mayor, Aldermen, and Burgesses have to one Part hereof affixed their Common Seal, and to another Part hereof the Parties hereto of the "other Part" have set their Hands and Seals, the Day and Year first above written.

JOHN FARNWORTH,
Mayor. L.S.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1866.