



### CHAPTER c.

An Act to confirm an Arrangement between the Earl of Dudley and the Corporation of Dudley with reference to the disposal of the Sewage of the Town of Dudley. A.D. 1879.

[3d July 1879.]

**W**HEREAS the borough of Dudley in the county of Worcester (herein-after called "the borough") is a municipal borough created by charter, and under the Public Health Act, 1875, the mayor, aldermen, and burgesses of the borough, acting by the council (herein-after called "the Corporation"), are the sanitary authority for the district of the borough: 38 & 39 Vict.  
c. 55.

And whereas the Corporation have experienced great difficulty in disposing of the sewage of the borough, and ultimately determined to adopt a scheme for conducting such sewage through land for the most part belonging to and forming part of the settled estates of which the Right Honourable William Earl of Dudley is tenant for life, and of discharging it upon such land:

And whereas the Corporation have complied with the provisions of the Public Health Act, 1875, so far as they are applicable, and have power to construct the works necessary for that purpose:

And whereas the agreement set forth in the Schedule to this Act (in this Act called "the scheduled agreement") has been made between the said Earl of Dudley and the Corporation, and the arrangement contained therein will be to the advantage of the inhabitants of Dudley and of the said settled estates, but cannot be carried into effect without the authority of Parliament, and it is expedient that the said agreement should be confirmed:

And whereas in accordance with the provisions of the said agreement and of the Public Health Act, 1875, the Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Acts Amendment Act, 1860, the amount of the annual rentcharge to be payable by the Corporation as the consideration for the sale and grant of the rights and easements in and over the said settled estates required for the said works, including the compensation to be paid for any permanent damage or injury to the said estates, has 8 & 9 Vict.  
c. 18.  
23 & 24 Vict.  
c. 106.

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And whereas in accordance with the Public Health Act, 1875, the Corporation applied for and have obtained the sanction of the Local Government Board to the borrowing by the Corporation of two several sums of thirty-nine thousand pounds and six thousand pounds respectively which are applicable for the execution of the works herein-before referred to :

And whereas an absolute majority of the whole number of the council of the borough, at a meeting held on the fourteenth day of November one thousand eight hundred and seventy-eight, after ten clear days notice by public advertisement of such meeting and of the purpose thereof in "The Dudley Herald," a local newspaper published or circulating in the borough, such notice being in addition to the ordinary notices required for summoning such meeting, resolved that the expense in relation to promoting the Bill for this Act should be charged on the general district rate :

And whereas such resolution was published twice in "The Birmingham Daily Gazette," a newspaper circulating in the borough, and has received the approval of the Local Government Board :

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the council at a further special meeting held in pursuance of a similar notice on the seventh day of January one thousand eight hundred and seventy-nine, being not less than fourteen days after the deposit in Parliament of the Bill for this Act :

And whereas the owners and ratepayers of the borough, by a resolution in the manner provided in the Third Schedule of the Public Health Act, 1875, consented to the promotion of the Bill for this Act :

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

Short title.

1. This Act may be cited as the Dudley Sewage Act, 1879.

Interpreta-  
tion of term  
"land-  
owner."

2. In this Act the expression "the landowner" means the said Earl of Dudley during his life, and after his death the person or persons for the time being entitled to the first estate of freehold in the lands mentioned in the Schedule to this Act or any of them.

3. Subject to the provisions of this Act, the scheduled agreement is hereby made binding upon the landowner and the Corporation, and may and shall be carried into effect by them respectively: Provided that if by reason of any subsidence or apprehended subsidence of the soil in consequence of mining operations it should be deemed necessary to alter the direction, situation, or character of any sewage duct or other work or appliance mentioned in the said agreement, the landowner and the Corporation by agreement may vary from time to time within any lands to which the landowner may be entitled at the date of such agreement the direction, situation, or character thereof.

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 ———  
 Confirming  
 scheduled  
 agreement.

4. The landowner shall, as far as practicable, dispose of the sewage mentioned in the scheduled agreement in such a manner as not to cause the pollution of any stream, or any nuisance, damage, or injury, and shall indemnify and keep indemnified the Corporation from time to time and at all times from any damages, costs, and expenses incurred by them in respect of any such pollution, nuisance, damage, or injury.

Provision  
 against nui-  
 sance and for  
 indemnifying  
 the Corpora-  
 tion.

5. The costs, charges, and expenses preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act, including the costs, charges, and expenses incurred in complying with the Act thirty-five and thirty-six Victoria, chapter ninety-one, shall be paid by the Corporation out of the general district rate of the borough, and ultimately out of money borrowed by the Corporation for sewage works.

Expenses of  
 Act.

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The SCHEDULE referred to in the foregoing Act.

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THIS INDENTURE made the 7th day of January 1879 between the Right Honourable William Earl of Dudley (who and other the person or persons who shall from time to time for the time being be entitled to the possession or receipt of the rents and profits of the lands herein-after mentioned are comprised in and designated by the expression "the landowner" when the same is herein-after used) of the one part, and the Mayor, Aldermen, and Burgesses of the borough of Dudley, acting also as the Urban Sanitary Authority of the district of the borough of Dudley, and who and whose successors and assigns are herein-after included in the expression "the Corporation," of the other part. Whereas the Corporation have adopted and determined to carry out a scheme for the drainage and disposal of the sewage of the town of Dudley aforesaid, and to facilitate the carrying out of the said scheme the said William Earl of Dudley has agreed to sell and grant to the Corporation, and the Corporation have agreed to purchase from the said Earl, the rights and easements of entering upon, laying, continuing, and repairing pipes, and of conveying the said sewage through the lands herein-after mentioned, forming part of the settled estates of the Right Honourable John William Earl of Dudley, deceased, of which the said William Earl of Dudley is tenant for life in possession under the will of the said John William Earl of Dudley, and of delivering the said sewage upon the lands herein-after mentioned, forming part of the said settled estates, in manner herein-after mentioned, in consideration of a yearly rent-charge, to be ascertained agreeably to the provisions of the Public Health Act, 1875, and the Acts incorporated therewith, as the proper rentcharge or rent to be paid by the Corporation to the landowner for the purchase of the said rights and easements, including compensation for all permanent damage or injury to be caused to any of the said lands by the exercise of such rights, and upon such terms in other respects and subject to such covenants and provisions as are herein-after expressed and contained: And whereas the Corporation have also agreed to enter into such agreement and arrangement as is herein-after contained, in manner and upon the terms herein-after expressed: And whereas it is considered that the terms of the said agreement cannot effectually be carried out except by means of an Act of Parliament, and for that purpose it is intended that an application shall be made to Parliament at the present session: Now this indenture witnesseth, that in pursuance of the said agreement the said William Earl of Dudley will, as soon as the said intended Act of Parliament shall have been obtained, and in consideration of the rentcharge or rent herein-after granted or agreed to be paid by the Corporation to the landowner, and of the covenants and agreements herein-after contained, and on the part of the Corporation to be observed and performed by virtue and in

exercise of the powers conferred or to be conferred by the Public Health Act, 1875, and the Acts incorporated therewith, and the said intended Act of Parliament, or otherwise vested in him in this behalf by deed duly executed, well and effectually appoint and grant unto the Corporation full and free power and liberty at all times and for ever hereafter to convey the sewage and waste water of such part of the town of Dudley aforesaid as can be drained into the northern or southern intercepting sewer shown upon the plan hereunto annexed, or other the sewers constructed and being in lieu thereof, but so that such substituted sewers shall not drain a less area than the said northern and southern intercepting sewers shown upon the said plan are capable of draining through, over, or under the lands forming part of the settled estates of the said John William Earl of Dudley, situate in the parish of Dudley aforesaid, and in the parishes of Sedgely, Himley, and Wombourne, or the liberty of Swindon, in the county of Stafford, from the point marked A on the plan hereunto annexed to the points marked B on the said plan, or to such other point as may be determined upon in lieu of the said points (B) as herein-after mentioned, by means of a continuous line of cast-iron pipes the internal diameter of which shall be thirteen inches, in the course of the line coloured blue and marked main sewage duct in the said plan, or along such other line as may be determined upon in lieu of the said line coloured blue, as herein-after mentioned, or along the main sewage duct for the time being constructed in lieu of such main sewage duct so far as such line marked blue, or such other substituted line, or any substituted main sewage duct passes or shall pass through lands part of the settled estates of the said John William Earl of Dudley, and to deliver and discharge the said sewage and waste water at the said points marked B upon the farm called Whitehouse Farm, forming part of the said settled estates of the said John William Earl of Dudley, or upon such other part of the lands comprised in the said settled estates as may be determined upon as herein-after mentioned; and also the right to make such branch duct for the purpose of carrying and delivering the said sewage and waste water or a portion thereof to and at the point marked D on the said plan or elsewhere as is herein-after provided; and also the right to lay down, construct, erect, and make in, through, upon, or under the said lands such pipes (of the description herein-before mentioned), wells, tanks, apparatus, works, and conveniences as may from time to time be necessary or expedient for or in relation to or in connexion with the purposes aforesaid or any of them, or any of the other purposes herein-after expressed; provided that no buildings of any description shall be erected upon any portion of the land herein referred to without the previous written consent of the landowner; and also full power and liberty from time to time to repair, replace, and maintain the said pipes, wells, and tanks, and all the works in connexion therewith; and also full power and liberty for the Corporation and their surveyors, engineers, workmen, and agents, with or without carts and horses, from time to time to enter upon the said lands for any of the purposes aforesaid, and to take possession of, use, and occupy such part or parts of the said lands and during such period or periods as may be requisite for any of such purposes, and generally to do and perform such acts and things in or upon any of the lands aforesaid as may be necessary or proper for or in relation to any of the purposes aforesaid, and also to exercise all or any of the powers and rights herein-before mentioned

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in respect of any main sewage duct or works which under the proviso hereinafter contained may at any time hereafter be substituted for any other of the main sewage duct or works laid down or constructed under any of the powers or rights hereby granted: To have and to hold the powers, liberties, and premises herein-before expressed to be hereby appointed and granted unto and to the use of the Corporation, their successors and assigns for ever, subject, nevertheless, to the restrictions and provisions herein-after expressed and contained: Provided also, and it is hereby agreed and declared, that the said deed shall provide that the line of the said main sewage duct may at any time before the said works shall have been commenced, or after the commencement thereof, be altered by the landowner by a notice in writing signed by him or his agent and delivered to the clerk of the Corporation or left at their Town Hall, provided the line so substituted shall be certified by the engineer of the Corporation to be free from objection and not to exceed in length the length of the said line marked A B on the said plan, or otherwise to involve any increased expenditure of money on the part of the Corporation or any delay in the completion of the works; and the Corporation shall by the said deed of grant covenant with the landowner that they the Corporation will lay down such pipes and execute such works for the conveyance of the said sewage and waste water in the line of the said main sewage duct, and for the reception, regulation, and distribution of the said sewage and waste water, as are specified in the Schedule hereto; and will also lay down and construct a branch line of cast-iron pipes the internal diameter of which shall not be less than 9 inches from the point in the said main sewage duct marked C on the said plan to the point marked D on the said plan (being the highest part of the field numbered 32 in the said liberty of Swindon), in the line coloured blue and marked "branch sewage duct" in the said plan (being 1,300 yards or thereabouts in length), or from such other point in the said main sewage duct, and in such other line not being of greater length than 1,300 yards, and not causing any increased expense to the Corporation, as the landowner shall at any time before the commencement of the said branch sewage duct, by writing under the hand of himself or his agent, delivered to the clerk of the Corporation or left at their Town Hall, appoint; and will fix a proper screw valve at the point of junction of the said branch sewage duct with the main sewage duct, in order to enable the landowner at any time to prevent the sewage from passing along the branch sewage duct, or to regulate the quantity so passing, and will lay down such pipes and execute such other works for the diversion of the said sewage and waste water or part thereof into and the conveyance thereof along the said branch sewage duct, and the reception, regulation, and distribution of the sewage and waste water so diverted as are specified in the said Schedule hereto; and that all pipes and other works belonging to the main sewage duct or the branch sewage duct shall, so far as the case will admit, be laid and placed at such a depth below the surface of the said lands as will not interfere with the proper cultivation of such lands; and further, that the Corporation will lay down, execute, construct, and make all the pipes and other works and things specified in the said Schedule hereto, or which may be otherwise requisite for the conveyance of the said sewage and waste water along the said main sewage duct or the said branch sewage duct, and the reception and regulation thereof or incidental thereto, in a substantial

and proper manner, and with the best materials of their respective kinds according to the requirements and stipulations expressed in the said Schedule hereto, and to the reasonable satisfaction of the landowner or his engineer or agent, and that the said main sewage duct and branch sewage duct, and all the works and things specified in the said Schedule hereto, or otherwise incidental thereto respectively, or which shall be requisite for the conveyance of the said sewage along such respective ducts, and the delivery thereof for distribution on the said lands, shall be completed within two years from the date of these presents or within such further time as shall be absolutely necessary for completion thereof; and it shall by the said deed be provided that no part of the said sewage and waste water shall be required to be received or disposed of by the landowner at any point except at the points marked B before referred to on the said main sewage duct, or such other point or points as may without subjecting the Corporation to any additional cost from time to time be appointed by the landowner in that behalf; and further, that the said sewage and waste water shall be delivered at the said points B, or one of them, or such point as may be substituted for the same as aforesaid, at a depth of six inches below the surface of the land, or as near thereto as the case will admit, and into such place, well, reservoir, or other receptacle as may be provided by the Corporation; and further, that the said branch sewage duct and all pipes, wells, and appliances belonging to or connected with the same, except the screw valve at the point of junction thereof with the main sewage duct, shall as soon as the efficiency thereof shall have been properly tested and established by the sewage being allowed to pass through the same for a reasonable period, and such fact shall have been certified by the delivery to the said respective parties of the joint certificate of the engineer of the Corporation and the engineer or agent of the landowner in that behalf, vest in and become the absolute property of the landowner so as to devolve as part of the said lands according to the limitations and uses to which the same may be subject; and also that in case at any time or times hereafter, whether before or after the completion of the said works, the landowner shall desire the said sewage and waste water to be diverted wholly or in part at any point or points along the line of the said main sewage duct or at any point or points along the line of the said branch sewage duct other than those provided in accordance with the Schedule hereto, for the purpose of being delivered at such point or points of diversion or of being conveyed to any other part or parts of the said land, and of such desire shall give notice in writing signed by the landowner or his agent to the clerk for the time being of the Corporation; or leave such notice at the Town Hall of the Corporation, then and in every such case, if such diversion can be made without risk or inconvenience as regards the flow and discharge of the said sewage and waste water, the Corporation shall within a reasonable time from the receipt of such notice, at the cost of the landowner, and to the reasonable satisfaction in all respects of the agent for the time being of the landowner, make and construct such outlet or outlets and fix such screw valve or valves or other apparatus or works at the point or points of diversion as shall be necessary for the purpose of diverting (wholly or in part, as the case may be) the said sewage and waste water, and regulating the flow and passage

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of the same from such point or points of diversion; and that the said sewage and waste water shall be delivered at the point of junction of the said branch sewage duct with the main sewage duct, and also at the other respective points of diversion (whether in the main or branch ducts) as shall be required by the landowner, at a depth of six inches below the surface of the land belonging to the landowner, or as near such depth as the case will admit, in such a way as shall enable the landowner to convey such sewage from the point or points of delivery in any way he may think best and at his own expense; and further, that the Corporation will keep and maintain all the said pipes, works, and premises herein-before covenanted or authorised to be laid down, constructed, or made by the Corporation, except the said branch sewage duct and things which are to become the absolute property of the landowner, but including the screw valve at the point of junction of the said branch sewage duct with the main sewage duct, in proper and efficient repair, working order, and condition; and that no alteration other than such as may be required by reason of mining operations shall at any time be made by the Corporation in any of the said pipes or works without the written consent of the landowner or his agent, which consent shall not be withheld except on reasonable cause; and that the Corporation will (except in cases of emergency requiring immediate attention) give reasonable notice in writing to the landowner and the tenants of the said lands before making entry thereon for the purpose of laying the said pipes or executing or doing any such other works or things or any such repairs as aforesaid; and it shall by the said deed be further provided, that after the said pipes shall have been laid, and the other works herein-before covenanted or authorised to be executed by the Corporation shall have been completed, no person shall be at liberty to enter upon the said lands for the purpose of examining or inspecting the said pipes or other works, or for any other purpose on behalf of the Corporation, except the surveyor for the time being of the Corporation, and such inspector as shall from time to time be appointed for that purpose by the Corporation, with the approval in writing of the landowner or his agent (which approval may be at any time revoked without assigning any reason for such revocation), and except workmen or other persons necessarily employed in carrying out repairs or alterations by or for the Corporation, or, in case of danger by mining operations, any works of precaution that may be considered necessary; and that the Corporation, after making any excavation, or executing any of the works, repairs, or alterations hereby authorised, will as soon as conveniently may be restore the surface of the ground to the same state as it was in before such excavation or other works were executed, and for that purpose fill for a depth of at least twelve inches the upper part of any such excavation with the best soil which shall be removed in making the same excavation, and also will, at the option and to the satisfaction of the landowner or his agent, either carry away such portion of the soil, clay, stone, or other materials taken out in laying down the said pipes and in the execution of the said works as shall not have been employed for restoring the surface of the ground or for the purpose of the said works, or leave the same or any part thereof for the use of the landowner or his tenants; and that in case, during the exercise of any of the aforesaid powers, the Corporation shall disturb or interfere with the drainage, whether natural or artificial, or



whether surface or underground, of any lands of the landowner, or shall injure any drain or drain pipe, drain pipes or culverts in or under any such lands, the Corporation will make good all such injury and restore such drainage under the superintendence and to the reasonable satisfaction in all respects of the agent for the time being of the landowner; and that the said sewage and waste water shall not be allowed by the Corporation to escape or filter from the said pipes on, to, or through any of the lands aforesaid, or into any mines or excavations under or in the same, but this covenant shall not extend to prevent the Corporation from the reasonable use of the waste sluices to be fixed by the Corporation upon the main sewage duct at convenient places for emptying the said sewage duct for necessary repairs, the Corporation making full compensation for any damage which may be occasioned thereby; and further, that the Corporation in the exercise of the powers aforesaid, or of any of the powers herein-after contained, shall do as little damage as may be to the said lands, or to the crops, fences, or timber or other trees or vegetation thereon, or the mines or excavations under or in the same, and shall make and give to the landowner and his tenants full compensation for any loss, damage, or inconvenience which he or they respectively shall incur or sustain by reason or in consequence of any inspections, works, or operations of the Corporation under the powers aforesaid or the powers herein-after contained, or by reason or in consequence of any defect or want of repair in any of the said pipes, wells, tanks, or works, arising from the default of the Corporation, save and except any permanent damage or injury to the landowner the compensation for which is included in the rentcharge or rent herein-after granted or agreed to be paid by the Corporation to the landowner, such compensation, in case the parties differ, to be settled by arbitration pursuant to the arbitration clauses contained in the Lands Clauses Consolidation Act, 1845, or any statutory modification thereof for the time being subsisting, which shall be deemed to apply in the same manner as if the same had been herein incorporated with the necessary modifications; and also that the said sewage and waste water shall be passed through proper sludge strainers before being admitted into the main sewage duct, and that, so far as the Corporation may be able to prevent the same, no storm water from any road or street in that part of the borough which may or can be drained through the intercepting sewers, and no matter which would render the sewage and waste water injurious to vegetation or diminish the value thereof for agricultural purposes, shall be allowed to pass through the main sewage duct: Provided always, and it is hereby agreed and declared, that if at any time before the construction of the aforesaid branch sewage duct shall be begun the landowner shall, by writing under the hand of himself or his agent, deliver to the clerk of the Corporation or leave at their Town Hall a notice stating that the landowner elects himself at his own expense to construct the aforesaid branch sewage duct and the works connected therewith, then and in such case the Corporation will immediately pay to the landowner the estimated cost of constructing the said branch sewage duct and works, to be ascertained by arbitrators pursuant to the arbitration clauses contained in the Lands Clauses Consolidation Act, 1845, or any statutory modification thereof for the time being subsisting, and from and after the payment to the landowner of the amount of such estimated cost, ascertained as aforesaid, the covenant herein-before entered into by the Corporation to construct the said

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branch sewage duct and the works connected therewith shall become void; and it shall by the said deed be further provided, and it is hereby agreed and declared, that it shall be lawful for the landowner at any time or times, at his own expense, to take up and relay in any direction he may think fit the whole or any part of the main sewage duct where the same passes through the lands aforesaid, and the pipes, works, and apparatus connected therewith, provided he first at his own expense efficiently convey the said sewage while the said alterations are in progress, and provided the outlet or terminus of the main sewage duct as altered is not placed at a higher level than the higher of the points marked B on the said plan, and so that any such alteration is executed and carried out to the satisfaction of the engineer for the time being of the Corporation, and that there be no risk, liability, or additional cost caused thereby to the Corporation; and the Corporation shall remain liable to keep such main sewage duct, pipes, works, and apparatus (after the completion of such alterations) in repair and proper condition in the same manner as if such alteration had not been made: Provided always, and it is hereby agreed and declared, that the deed of grant shall contain a proviso that nothing herein contained shall prejudice or affect the right of the landowner and his lessees to work and get any mines, minerals, or substances lying under the said main sewage duct, or any of the other works aforesaid for the time being belonging to the Corporation, according to the usage and custom of the district, and that the landowner and his lessees shall not be under any obligation or liability to leave any vertical or lateral support for the said main sewage duct or other works of the Corporation, and shall not be under any liability or responsibility to the Corporation for or by reason of any injury to, disturbance of, or interference with the said main sewage duct or any of the works aforesaid, although the same shall be occasioned by the working, getting, or searching for any such mines, minerals, or substances by the landowner or his lessees, or any operations by him or them in relation thereto, but that it shall be incumbent on the Corporation, at their own expense, to adopt all such means as may be necessary to support and maintain the said main sewage duct and works and prevent any injury to or disturbance of the same by the subsidence of the soil or otherwise in consequence of the working of any such mines, minerals, or substances, or any such operations of the landowner or his lessees as aforesaid, and to prevent the said sewage and waste water from escaping or filtering into or through any of the mines or excavations of the landowner or his lessees, and that in default thereof the Corporation shall make and give to the landowner and his lessees full compensation for any injury, damage, loss, or inconvenience thereby occasioned to him or them, such compensation in case of difference to be settled by arbitration in manner herein-before provided: Provided always, and it is hereby further agreed and declared, that the said deed of grant shall provide that the landowner or his lessees shall before commencing the working of any such mines, minerals, or substances, or any such operations as aforesaid under or within twenty yards of the said main sewage duct or other works of the Corporation, give to the Corporation or leave in manner aforesaid at least fourteen days notice in writing of his or their intention to commence such works or operations: Provided always, and it is hereby further agreed and declared, that if in consequence of any notice of intended mining operations and excavations it shall in the opinion of the surveyor for the time being of the Corporation

be deemed expedient to divert the line of the main sewage duct or to change the position of any of the pipes or works of the said Corporation, then and in such case it shall be lawful for the said Corporation to divert and lay the said main sewage duct and to change the position of the said pipes and works into, under, and upon any of the adjoining land of the said landowner, not being at a greater distance than fifty yards on either side of the centre line of the said main sewage duct as finally completed in pursuance of these presents, or if at a greater distance from the said centre line, then not without the consent in writing of the landowner, such consent not to be unreasonably withheld; and in respect of such diverted main sewage duct and substituted pipes and works the said Corporation shall have and exercise similar rights, easements, and privileges as the Corporation would have had and exercised if the said diverted main sewage duct and substituted pipes and works had been originally laid down and constructed in exercise of the rights and easements herein-before granted, the Corporation nevertheless making adequate compensation to the landowner for any depreciation which may be occasioned to the settled estate by the alteration, and also to tenants and occupiers for all damage done to crops or otherwise, such compensation to be determined by arbitration as aforesaid: Provided always, and it is hereby agreed and declared, that in case the Corporation shall at any time make default in executing any repairs or other works which ought to be executed by them under the provisions herein-before contained, and shall continue such default for one calendar month after receiving from the landowner or his agent a notice in writing (to be delivered or left as aforesaid) requiring them to execute such repairs or works, it shall be lawful for the landowner himself to execute the same, and in such case the costs and expenses so incurred by him, with interest at the rate of 5*l.* per centum per annum from the time of the same being incurred, and all damages sustained by the landowner through such default of the Corporation, shall be repaid by them to him on demand: And this indenture also witnesseth, that in pursuance of the said agreement, and in consideration of the grant and appointment herein-before contained, and of the premises, the Corporation, in pursuance of all powers vested in them by the said several Acts of Parliament and intended Act of Parliament herein-before mentioned or referred to, and of all other powers in this behalf enabling them, shall by the said deed grant and covenant to pay for ever hereafter unto the landowner a yearly rentcharge of such amount as shall be determined in accordance with the Lands Clauses Consolidation Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, and the Public Health Act, 1875, to be charged upon all rates and property which the Corporation have power to charge therewith, and to be recoverable as against the Corporation in default of payment in the manner provided by the 11th section of the Lands Clauses Consolidation Act, 1845, or as may be hereafter by law or the said intended Act of Parliament provided, but subject nevertheless to the provisions herein-after contained; and the said William Earl of Dudley shall by the said deed covenant with the Corporation that, notwithstanding anything by him the said William Earl of Dudley, or any of his ancestors or testators, done, omitted, or knowingly suffered, he now hath power to appoint and grant the said premises therein-before expressed to be thereby appointed and granted unto and to the use of the Corporation in manner therein-before appearing; and that it shall be lawful for the Corpora-

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And this indenture also witnesseth, that in pursuance of the said agreement in that behalf, and in consideration of the premises, the Corporation shall by the said deed further covenant with the landowner that, when and so soon as the necessary works for that purpose shall have been completed as aforesaid, the Corporation will cause all the sewage and waste water from such part of the town of Dudley aforesaid as shall in due course be drained into the northern or southern intercepting sewers shown on the said plan to flow from the time of the completion of such drainage through the said main sewage duct, and supply the same for the use of the landowner from the time of such completion, so as to enable the landowner at his pleasure from time to time and at all times hereafter either to receive the same at the points B on the said main sewage duct, or to divert or intercept the whole or any part thereof by means of any such branch or intermediate screw valves, ducts, or pipes as aforesaid, and to regulate and control the discharge and flow of the said sewage and waste water at the said points B or into any such branch or intermediate ducts or pipes, in such manner as he may think fit, and in accordance with the provisions herein-before contained; and will permit the landowner at all times hereafter to dispose of and use the said sewage and waste water, either at the points B on the main sewage duct or at any such intermediate point or points as aforesaid, for his own benefit, for the purpose of irrigation or for any other purpose, and in any other manner, without making any payment or compensation for the same to the Corporation, but so nevertheless as not to render the said Corporation liable to any action or proceeding in respect of any such disposition and use of the said sewage and waste water: Provided always, and it is hereby agreed and declared, that all works and things which may be requisite for the purpose of distributing the sewage and waste water over any part of the said lands, whether from the main outlet or any branch incidental thereto, or for otherwise enabling the landowner to utilise the same, with the exception of such works and things as are herein-before covenanted to be executed and done by the Corporation, shall be executed and done by the landowner at his own expense: Provided also, that the said sewage and waste water shall be disposed of or dealt with by the landowner so as not to pollute streams or be a nuisance or annoyance or cause any damage or injury to the owners or occupiers of any houses or lands in the neighbourhood or to the public; and in the event of any such nuisance or annoyance, pollution, damage, or injury arising, the Corporation shall be

kept indemnified by the landowner from all damages, costs, and expenses in respect thereof. A.D. 1879.

And this indenture lastly witnesseth, and it is hereby expressly agreed and declared, that the arrangement contained in the covenants and provisions hereinbefore set forth shall not take effect unless and until an Act in the present or some subsequent session of Parliament shall have been obtained to authorise and enable the parties hereto to make and execute such a deed of grant and covenants as is hereinbefore mentioned, or otherwise to confirm and make obligatory upon the parties hereto, and their respective successors in title, the arrangement contained in the covenants and provisions hereinbefore set forth; and lastly, this agreement is made subject to such alterations as Parliament may think fit to make therein.

In witness whereof the said Earl of Dudley hath hereunto set his hand and seal and the Corporation have hereunto affixed their corporate common seal the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

Twelve 9-inch screw valves, four 10-inch screw valves, two 12-inch screw valves, and three 13-inch screw valves to be connected by the Corporation, and at their expense, with the main sewage or branch ducts at such places as may be required by the landowner, and so constructed as to deliver the sewage about 6 inches below the surface of the land belonging to the landowner, or as near such depth as the case will admit, and in such a way as shall enable the landowner to convey such sewage from the point or points of delivery in any way that he may think best and at his own expense.

A reception well at or near each of the points marked B on the said plan, or any point which may be substituted for the same, with proper sluices for closing the outlets there when required by the landowner, provided that before the said sluices are closed others shall be opened by the landowner sufficient to discharge at least an equal quantity of sewage as would have been discharged through the openings at the points B.

A distributing well at the point marked D on the said plan or any point which may be substituted.

A screw valve at or near the point marked C on the said plan or any substituted point for the purpose of regulating or preventing the flow of the sewage into the branch sewage duct.

Signed, sealed, and delivered by the said Earl  
of Dudley in the presence of

G. TAYLOR,  
Estate Agent,  
Dudley.

DUDLEY.

L.S.

The corporate seal of the Mayor, Aldermen, and  
Burgesses of the borough of Dudley was  
hereunto affixed in the presence of

EDWARD M. WARMINGTON,  
Town Clerk of the said borough.

Seal of  
the Corporation.

