

ELIZABETH II



1967 CHAPTER i

An Act to empower the Corporation of London to reconstruct London Bridge, to construct other works and to acquire lands compulsorily; and for other purposes.
[16th February 1967]

WHEREAS—

(1) The Corporation of London are seised of, or entitled to, certain messuages, lands, tenements and hereditaments in the city of London and in Greater London (which are commonly called and are hereinafter referred to as “the Bridge House Estates”) in trust for the maintenance and support of London Bridge, Blackfriars Bridge, Southwark Bridge and Tower Bridge:

(2) By the London Bridge Improvements Act 1962, the 1962 c. 1. Corporation were empowered to carry out works for widening London Bridge (as well as other works for providing improved facilities for the passage of pedestrians to and from London Bridge Railway Station and over London Bridge) but subsequent evidence of deterioration of the condition of the existing bridge structure shows that it is likely to become necessary to reconstruct the bridge within the next forty years and that works of widening cannot be carried out without incurring the risk of seriously curtailing the residual life of the structure:

(3) It is therefore expedient to empower the Corporation to build a new bridge in the place of the existing bridge, but of greater width than the existing bridge, and to defray the expenses thereof out of the rents and profits of the Bridge House Estates:

(4) It is expedient that further provision be made with respect to the construction of the elevated footway and footbridges authorised by the said Act of 1962 and that the other provisions contained in this Act be enacted:

(5) The objects of this Act cannot be attained without the authority of Parliament:

(6) A plan and sections showing the lines and levels of the works authorised by this Act and showing the lands required, or which may be taken, for the purposes or under the powers of this Act, and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands, were duly deposited in the office of the Clerk of the Parliaments and in the Private Bill Office, House of Commons, with the clerk of the Greater London Council and with the town clerk of the city of London and the town clerk of the London borough of Southwark, which plan, sections and book of reference are in this Act referred to respectively as the deposited plan, the deposited sections and the deposited book of reference:

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:—

PART I

PRELIMINARY

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| Short title. | 1. This Act may be cited as the London Bridge Act 1967. |
| Division of Act into Parts. | 2. This Act is divided into Parts as follows:—
Part I.—Preliminary.
Part II.—Lands.
Part III.—Works.
Part IV.—General. |
| Interpretation. | 3.—(1) In this Act, unless there be something in the subject or context repugnant to such construction— |
| 1962 c. 1. | “ Act of 1962 ” means the London Bridge Improvements Act 1962;
“ bridge ” means the new London Bridge (Work No. 1) authorised by this Act; |

“ bridge works ” means the bridge and the widening and regrading of Borough High Street (Work No. 2) authorised by this Act together with the works subsidiary thereto so authorised;

“ city ” means the city of London;

“ Corporation ” means the mayor and commonalty and citizens of the city, trustees of the Bridge House Estates, acting by the common council;

“ council ” means the Greater London Council;

“ enactment ” includes an enactment in this Act or in any general or local Act and any order, byelaw, scheme or regulation for the time being in force;

“ existing ” means existing at the commencement of this Act;

“ limits of deviation ” means the limits of deviation for the works authorised by this Act shown on the deposited plan;

“ Minister ” means the Minister of Transport;

“ port authority ” means the Port of London Authority;

“ river ” means the river Thames and, where the context so admits, includes the bed, banks and foreshore thereof;

“ street ” includes a highway, a public bridge and any road, lane, footway, square, court, alley or passage, whether a thoroughfare or not, and notwithstanding the absence of houses, but does not include London Bridge as existing or as reconstructed under this Act;

“ tidal work ” means so much of any work authorised by this Act as is on, under or over tidal waters or tidal lands below the level of mean high-water springs;

“ town clerk ” and “ engineer ” mean the town clerk and engineer of the city and include any persons duly appointed to discharge temporarily the respective duties of those officers.

(2) Except where the context otherwise requires, any reference in this Act to any enactment shall be construed as a reference to that enactment as applied, extended, amended or varied by, or by virtue of, any subsequent enactment, including this Act.

4.—(1) Subject to the provisions of this Act, Part I of the Compulsory Purchase Act 1965 (except sections 4 and 27 and paragraph 3 (3) of Schedule 3 thereof) shall apply for the purposes of the acquisition of land under this Act as it applies in relation to a compulsory purchase order under the Acquisition of Land (Authorisation Procedure) Act 1946 and as if this Act was such an order. Application of Part I of Compulsory Purchase Act 1965. 1965 c. 56. 1946 c. 49.

PART I
—*cont.*
1965 c. 56.

(2) In section 11 (1) of the Compulsory Purchase Act 1965 as so applied, for the words “fourteen days” there shall be substituted the words “three months”.

PART II
LANDS

Power to
acquire lands.

5.—(1) Subject to the provisions of this Act, the Corporation may enter upon, take and use such of the lands in the city and the London borough of Southwark as are delineated on the deposited plan and described in the deposited book of reference and as may be required for the purpose of the works authorised by this Act and the improvement and development of frontages and lands abutting on, or adjacent to, those works and for the purpose of recoupment, reinstatement or exchange and for other purposes of this Act, or for any of the aforesaid purposes.

(2) The powers of the Corporation for the compulsory purchase of land under this section shall cease after the 31st December, 1969.

As to part of
the bed of the
river Thames.

6. Nothing in this Act shall authorise the Corporation otherwise than by agreement to enter upon, take or use the lands shown coloured red on the plan signed in duplicate by Harold Knox King on behalf of the Corporation and by Harry Anderson Clifford Gill on behalf of the Crown Estate Commissioners, of which one has been deposited at the offices of the engineer and the other at the Crown Estate Office.

Correction
of errors in
deposited
plan and
book of
reference.

7.—(1) If the deposited plan or the deposited book of reference are inaccurate in their description of any land, or in their statement or description of the ownership or occupation of any land, the Corporation, after giving not less than ten days' notice to the owner, lessee and occupier of the land in question, may apply to a magistrates' court having jurisdiction in the place where the land is situated for the correction thereof.

(2) If on any such application it appears to the court that the misstatement or wrong description arose from mistake, they shall certify the fact accordingly and shall in their certificate state in what respect any matter is misstated or wrongly described.

(3) The certificate shall be deposited in the office of the Clerk of the Parliaments and copies thereof in the Private Bill Office, House of Commons and with the clerk of the council, the town clerk and the town clerk of the London borough of Southwark, with whom a copy of the deposited plan has been deposited in accordance with the Standing Orders of the Houses of Parliament, or who has the custody of any such copy so deposited, and thereupon the deposited plan and the deposited book of

reference shall be deemed to be corrected according to the certificate, and it shall be lawful for the Corporation to take the land and execute the works authorised by this Act in accordance with the certificate.

PART II
—cont.

(4) A person with whom a copy of a certificate is deposited under this section shall keep it with the other documents to which it relates.

(5) In the case of any application under this section to the lord mayor or an alderman sitting at either of the justice rooms of the city, the place of the lord mayor or alderman shall be taken by the assistant judge of the Mayor's and City of London Court or his deputy.

8. The Corporation may—

(a) for the purposes of constructing or maintaining the bridge, use so much of the bed, banks and foreshore of the river as may be required for such purposes and as lies within the limits of deviation; and

Use of river
bed, etc.,
for bridge.

(b) for the purposes of executing and placing temporary works and conveniences in connection with the bridge and the removal of the existing London Bridge, occupy and use temporarily so much of the said bed, banks and foreshore as may be required for those purposes and as lies within the limits of deviation.

9. The Corporation may enter upon, take, use and appropriate so much of the subsoil and under-surface of any public street within the limits of deviation as shall be necessary for the purposes of the bridge works without being required to purchase the same, or any easement therein or thereunder, or to make any payment therefor.

Power to use
subsoil of
streets.

10.—(1) The Corporation may, instead of acquiring any land which they are authorised to acquire compulsorily under this Act, acquire compulsorily such easements and rights in or over the land as they may require for the purpose of doing anything in connection with the works authorised by this Act.

Power to
acquire
easements
only.

(2) Accordingly the Corporation may give notice to treat in respect of any such easements or rights describing the nature thereof and the provisions of Part I of the Compulsory Purchase Act 1965 as applied by this Act shall have effect in relation to the acquisition of such easements or rights as if they were lands within the meaning of those provisions.

1965 c. 56.

(3) Where the Corporation have acquired an easement or right only in or over any land under this section—

(a) they shall not be required, or (except by agreement or during the execution of the works authorised by this Act) entitled, to fence off or sever that land from the adjoining land;

PART II
—cont.

(b) the owner or occupier of the land for the time being shall, subject to the easement or right, have the same right to use the land as if this Act had not been passed.

Grants of easements by persons under disability.
1965 c. 56.

11.—(1) Any person empowered by Part I of the Compulsory Purchase Act 1965 to sell and convey or release lands may, if he thinks fit, subject to the provisions of that Part, grant to the Corporation any easement or right required for the purposes of this Act in, over or affecting any such lands (not being an easement or right of water in which some person other than the grantor has an interest).

(2) The provisions of the said Part I with respect to lands and rentcharges so far as they are applicable shall extend and apply to any such grant and to any such easement or right as aforesaid.

Disregard of recent improvements and interests.

12. In determining any question of disputed compensation or purchase money in respect of land, or easements or rights in or over land, acquired under this Act, the tribunal by whom the compensation is to be assessed shall not take into account—

- (a) any improvement or alteration made, or building erected, after the 4th December, 1965; or
- (b) any interest in the land created after the said date;

which in the opinion of the tribunal was not reasonably necessary and was made, erected or created with a view to obtaining or increasing the compensation or purchase money.

Extinction of private rights of way.

13.—(1) All private rights of way over any land which may be acquired compulsorily under this Act shall, as from the acquisition of the land, whether compulsorily or by agreement, be extinguished.

(2) Any person who suffers loss by the extinguishment of any right under this section shall be entitled to be paid by the Corporation compensation to be determined in case of dispute under, and in accordance with, the Land Compensation Act 1961.

1961 c. 33.

Power to reinstate owners or occupiers of property.

14.—(1) The Corporation may enter into and carry into effect an agreement or arrangement with the owner or occupier of any land acquired under this Act with respect to his reinstatement elsewhere.

(2) Any such agreement may provide for the exchange of land and for that purpose the Corporation may pay or receive money for equality of exchange.

Agreements with adjoining owners.

15.—(1) The Corporation may enter into and carry into effect agreements with any person, being the owner of, or interested in, any land abutting on any portion of the lands which may be acquired under this Act, with respect to the sale by the Corporation to him of any land not required for the purposes of the works authorised by this Act.

(2) The Corporation may accept, as satisfaction of the whole or any part of the consideration for any such sale, the grant by the purchaser of any land required by the Corporation for the purposes of this Act, or any easement or right so required.

PART II
—cont.

PART III WORKS

16.—(1) Subject to the provisions of this Act, the Corporation may, within the city and the London borough of Southwark, make and maintain in the line or situation shown on the deposited plan and according to the levels shown on the deposited sections the following works, together with all necessary and proper works and conveniences connected therewith or incidental thereto:—

Power to
construct
works.

Work No. 1 A bridge in place of the existing London Bridge co-extensive therewith as to the points of commencement and termination but altered as to the line thereof;

Work No. 2 A widening and regrading of Borough High Street, including a widening over Montague Close and Tooley Street of the bridge carrying Borough High Street over Tooley Street, commencing at the southern end of the bridge and terminating at a point 37 yards or thereabouts southward of the point of commencement.

(2) Subject to the provisions of this Act, the Corporation may, within the London borough of Southwark, make and maintain in the line or situation shown on the deposited plan and according to the levels shown on the deposited sections the following works, partly in extension of, and partly in substitution for, part of the elevated footway and footbridges (Work No. 3) authorised by the Act of 1962, together with all necessary and proper works and conveniences connected therewith or incidental thereto:—

Work No. 3A A footbridge over Duke Street Hill commencing by a junction with the elevated footway (Work No. 3) authorised by the Act of 1962 at a point on the north side of Duke Street Hill 103 yards or thereabouts eastward of the junction of Duke Street Hill with Borough High Street and terminating on the boundary of the property of the British Railways Board on the south side of Duke Street Hill at a point 110 yards or thereabouts eastward of the said junction of Duke Street Hill with Borough High Street;

Work No. 3B An elevated footway commencing at the termination of the footbridge (Work No. 3A) authorised by this Act and terminating in the approach to London Bridge Railway Station at a point 20 yards or thereabouts southward of the point of commencement.

(3) In the construction of the bridge the Corporation shall erect on each side a good and sufficient fence.

PART III
—cont.

(4) Subject to the provisions of this Act the Corporation may from time to time renew or alter the bridge.

Abandonment of and saving for works authorised by London Bridge Improvements Act 1962.

17.—(1) The Corporation shall abandon the widening of London Bridge (Work No. 1), the widening of Borough High Street (Work No. 2) authorised by the Act of 1962 and so much of the elevated footway and footbridges (Work No. 3) authorised by that Act as will be rendered unnecessary by the construction of the footbridge (Work No. 3A) authorised by this Act.

(2) The provisions of the Act of 1962 with respect to the making and maintenance of the elevated footway and footbridges (Work No. 3) authorised by that Act, except so much thereof as is referred to in subsection (1) of this section, shall continue to have full force and effect and the powers thereby conferred upon the Corporation shall be exercisable, subject to the restrictions, duties and obligations thereby imposed, in relation to that work, for the purposes of, or in connection with, the construction of the works authorised by this Act.

Limits of deviation.

18.—(1) In the construction of the works authorised by this Act the Corporation may deviate laterally from the line or situation thereof, as shown on the deposited plan, to any extent not exceeding the limits of deviation, and from the levels thereof, as shown on the deposited sections, to any extent upwards or downwards:

Provided that—

- (a) the main span of the bridge shall be so constructed as to have a headway under the centre of the span not less than the headway under the centre of the main span of Waterloo Bridge as existing;
- (b) the footbridge over Duke Street Hill (Work No. 3A) shall be so constructed as to have a headway over the carriageway of Duke Street Hill of not less than 16 feet 6 inches.

(2) In the construction of the elevated footway and footbridges (Work No. 3) authorised by the Act of 1962 the Corporation may, in accordance with the provisions of that Act and notwithstanding the intended level of the work shown on the deposited sections referred to in that Act, alter the level of the footway to conform to the level of the southern end of the bridge.

Period for completion of bridge works.

19. If the bridge works are not completed within ten years from the 1st October, 1966, then, on the expiration of that period, the powers granted by this Act to the Corporation for executing those works, or otherwise in relation thereto, shall cease, except as to so much thereof as is then completed:

Provided that, subject to the provisions of this Act, the Corporation may, after the completion of any of the said works, reconstruct or renew the same as and when occasion may require.

PART III
—cont.

20.—(1) Subject to the provisions of this Act, within the limits of deviation the Corporation, for the purposes of, or in connection with, the works authorised by this Act (in addition to the works described or referred to in any other provision of this Act), may execute or do any of the following works or things (that is to say):—

General
power to
make
subsidiary
works.

- (a) make junctions and communications (including the provision of steps and ramps for the use of persons on foot) with any existing street or stairs (whether or not dedicated to public use or maintainable at public expense) interfered with by, or contiguous to, the works authorised by this Act, and divert or alter the line, or vary the level or width, of any such existing street or stairs;
- (b) stop up any part of any existing street which may be rendered unnecessary by reason of the exercise of the powers of this Act;
- (c) stop up and interfere with and remove all or part of the existing London Bridge;
- (d) construct embankments or retaining walls for supporting the bridge and stairs and other works and conveniences;
- (e) construct and provide vaults, cellars, arches, sewers, drains, sunken or other ornamental gardens, and other works and conveniences;
- (f) remove, alter, divert, stop up or interfere with any drain, sewer or watercourse, or any pipe, wire or apparatus; provided that the Corporation shall provide a proper substitute before interrupting the flow of sewage in any drain or sewer, or of water in any watercourse;
- (g) raise or sink, or otherwise alter the position of, any steps, areas, cellars, cellar-flaps, pavement lights, gratings, boundary walls, railings, fences, windows, doors, sewers, drains, watercourses, pipes, spouts or wires belonging to any house or building and remove all other obstructions; provided that the Corporation shall, in so doing, cause as little detriment and inconvenience to persons as the circumstances will admit, and shall make reasonable compensation to any person who suffers damage by reason of the carrying out of any such alterations, such compensation to be determined in case of dispute under, and in accordance with, the Land Compensation Act 1961;
- (h) execute any works and do any things necessary for the protection of any adjoining land or buildings;

1961 c. 33.

PART III
—cont.

- (i) provide alternative means of access to premises the existing access to which may be stopped up, or interfered with, by, or as a result of, the execution of the works authorised by this Act.

(2) The Corporation may, on any lands abutting on the works authorised by this Act and outside the limits of deviation, execute or do, by agreement with the owners and occupiers of the said lands, any of the works or things referred to in paragraphs (g), (h) and (i) of subsection (1) of this section and any other works necessary or convenient for the purpose of preserving the amenities of the said lands.

(3) Any sewers, drains and works (hereafter in this subsection called “ apparatus ”) rendered unnecessary by the substitution of other apparatus therefor shall vest in the Corporation and the substituted apparatus shall be under the same jurisdiction, care, management and direction as the existing apparatus for which it is substituted.

Stopping up
of stairs.

21. The Corporation may close or stop up the stairs, or any part thereof, leading from the river to London Bridge or the approaches thereto on each side of the existing bridge at each end thereof without constructing other stairs in substitution therefor.

Power to
make
subsidiary
works in
river Thames.

22.—(1) Within the limits of deviation the Corporation may, for the purposes of, or in connection with, the construction, maintenance, repair or renewal of the bridge, alter, or interfere with, the river, and construct, place, maintain, alter and remove caissons, cofferdams, piles, fenders, booms, dolphins, embankments, aprons, abutments, piers, landing stages, staging, pontoons, wharves, walls, fences, drains, stairs, footbridges, buildings, and all such other works and conveniences as they may deem expedient or necessary in the river, and may, for the purposes of this Act, and subject to the provisions of section 46 (For protection of port authority and river users) of this Act, close temporarily any of the spans or arches of the bridge or of the existing London Bridge, or part of any of those spans or arches:

Provided that, unless otherwise agreed in writing between the Corporation and the port authority, the Corporation shall, during the construction of the bridge and the removal of the existing London Bridge—

- (a) at all times provide through the spans or arches of the bridge and the three central arches of the existing London Bridge at least two spaces for navigation each measuring not less than 100 feet between piers or other fixed obstructions in the river and having a headway

above the level of mean high-water springs appropriate to the space through each such arch of the existing London Bridge as follows:—

PART III
—cont.

(i) where a space for navigation is provided through the northern arch, a headway measured to the highest point of the arch of not less than 21.28 feet;

(ii) where a space for navigation is provided through the central arch, a headway over a width of 60 feet of not less than 21.28 feet; and

(iii) where a space for navigation is provided through the southern arch, a headway measured to the highest point of the arch of not less than 18.5 feet;

(b) at any time in the period from four hours before high water to one hour before high water, when the said central arch would, but for the provisions of this paragraph, be closed to navigation, on receipt from the port authority of not less than two hours' notice that the central arch is required for the passage of vessels which may require the larger headway available through that arch, provide through the said central arch and through the main span or arch of the bridge the space for navigation appropriate to the space through that arch in accordance with paragraph (a) of this proviso.

(2) The Corporation may with the consent of the port authority (such consent not to be unreasonably withheld) and subject to such reasonable conditions as the said authority may specify, for the purposes of, or in connection with, the construction, maintenance, repair or renewal of the bridge, moor or anchor temporarily, or cause to be moored or anchored temporarily, vessels, barges, lighters or other craft in the river.

(3) Any difference arising between the Corporation and the port authority under this section shall be settled by arbitration as if it were a difference arising under section 46 (For protection of port authority and river users) of this Act.

23. Subject to the provisions of this Act, the Corporation may, for the purposes of, or in connection with, any of the works authorised by this Act and within the limits of deviation therefor, construct and execute all such bridges, arches, piers, viaducts, embankments, aprons, tunnels, abutments, wing walls and other works as they may deem necessary or expedient for carrying the works over, under or through any land held or used in connection with any railway, and may, for the purposes of, and during the execution of, the works authorised by this Act, upon, over or under any railway or any such land, erect, place or execute and

Power to make
subsidiary
works affecting
railways.

PART III
—cont.

maintain upon, over or under the railway all such structures, erections, works, apparatus and appliances as may be necessary or convenient.

Power to make subsidiary works affecting bridges.

24.—(1) For the purposes of, or in connection with, the bridge works authorised by this Act, the Corporation may throw all or parts of the existing footways of the existing London Bridge or of the bridge carrying Borough High Street over Tooley Street, and of the approaches to either of such bridges within the limits of deviation, into the respective carriageways thereof and alter the existing carriageways, footways and structures of the said bridges.

(2) Subject to the provisions of this Act, the Corporation may cause part of the bridge and the approaches thereto within the limits of deviation to be laid out for carriageway and parts thereof for footway and parts thereof for reserved area as they think fit, and may within the limits of deviation construct, erect and provide all such works and conveniences, including subways (whether for pedestrians or for the accommodation of mains, pipes or wires), as they think fit for the purposes of, or in connection with, the bridge.

Sewers, etc., to be removed or filled up.

25. Subject to the provisions of this Act, the Corporation may cause to be removed or filled up all such sewers, drains, docks or watercourses, or parts thereof, within the limits of deviation as shall be in or under any of the lands which may be acquired under this Act and as shall become unnecessary by reason of the purchase thereof or of the property entitled to the use thereof.

Power to pump water and use sewers, etc., for removing water.

26.—(1) Subject to the provisions of this Act, the Corporation may, for the purpose of preventing interference with any engineering, building or other operations or of preventing damage to works resulting from any such operations, pump any water found by them in the construction or maintenance of the works authorised by this Act, and may use for the discharge of any such water the river or any available stream or watercourse or any sewer or drain, and for that purpose may, within the limits of deviation, lay down, take up and alter conduits, pipes and other works and make any convenient connections with the river or any such stream, watercourse, sewer or drain:

Provided that—

- (a) the Corporation shall not under the powers of this section discharge any water into any sewer or drain vested in, or under the control of, the council or the council of the London borough of Southwark except with the consent of the council concerned (which shall not be unreasonably withheld) and subject to such terms and conditions (including the taking of steps to remove,

so far as may be reasonably practicable, from water so discharged any gravel, soil, silt or other solid substance or matter in suspension) as that council may reasonably impose; and

- (b) the Corporation shall not under the powers of this section make any opening into any such sewer or drain save in accordance with plans reasonably approved by and under the superintendence (if given) of the council concerned.

(2) Any difference arising between the Corporation and a council under this section shall be settled by arbitration.

27. For the purposes of section 6 (Underpinning of houses near a street improvement) of the City of London (Various Powers) Act 1965, works executed by the Corporation under the authority of this Act shall be deemed to be works carried out by the Corporation (as defined in the said Act of 1965) in the city under powers conferred by section 98 of the Highways Act 1959.

Underpinning of buildings.
1965 c. xxxix.
1959 c. 25.

28. There shall be, by virtue of this Act, vested in the Corporation—

Vesting and disposal of materials.

- (a) all lamp-posts, paving, metalling and other materials in, over or under any street, or part of a street, stopped up, altered or diverted under the powers of this Act; and

- (b) all materials obtained in the alteration of, or interference with, any street, sewer or drain in connection with the works authorised by this Act;

and the Corporation may appropriate and use or sell or dispose of the same or any of them as well as any materials obtained in the removal of the existing London Bridge, or any part thereof:

Provided that the Corporation shall not under the powers of this section sell or dispose of any matter or thing if any person other than the Corporation proves to the reasonable satisfaction of the Corporation that he is, or would but for the provisions of this section be, the owner thereof.

29.—(1) Subject to the provisions of this Act, the Corporation may, for the purposes and during the construction of the works authorised by this Act, stop up, open, break up and interfere with, alter or divert temporarily all, or any part of, any carriageway or footway, within the limits of deviation, and may execute and do all necessary works and things for, or in connection with, such stopping up, opening, breaking up, interference, alteration or diversion and for keeping such carriageway or footway open for

Power to stop up ways temporarily.

PART III
—cont.

traffic, and may remove or alter any monuments, drinking fountains, lamp-posts, street refuges, posts and other erections within the limits of deviation.

(2) The Corporation shall provide reasonable access for all persons bona fide going to, or returning from, any premises in any street of which the carriageway or footway is stopped up, interfered with, altered or diverted under the powers of this section.

Prohibition of
undertakers'
works in
bridge.
1950 c. 39.

30.—(1) Notwithstanding anything contained in the Public Utilities Street Works Act 1950, or in any other enactment, no person shall be entitled to enter upon, break up or interfere with the bridge, or the carriageways and footways of the same, for the purpose of carrying out undertakers' works within the meaning of that Act except with the consent of the Corporation and in accordance with such terms and conditions as the Corporation may determine.

(2) Nothing in this section shall prevent any statutory undertakers from exercising rights with respect to apparatus laid, or to be laid, in accommodation provided therefor in the bridge in accordance with the provisions of section 31 (Accommodation for apparatus of statutory undertakers) of this Act.

Accommoda-
tion for
apparatus of
statutory
undertakers.

31.—(1) In this section, unless the subject or context otherwise requires, "undertakers" has the same meaning as in the Public Utilities Street Works Act 1950, but does not include the Postmaster General, and "the undertakers" means any undertakers who give notice to the Corporation under subsection (2) of this section.

(2) If within two months from the passing of this Act any undertakers give notice to the Corporation that they desire accommodation to be provided in the bridge for apparatus specified in the notice (hereinafter called "the specified apparatus") the Corporation shall, so far as it is in the opinion of the Corporation practicable for them to do so, in constructing the bridge, provide therein accommodation and support for the specified apparatus and for any apparatus ancillary thereto and means by which the undertakers may have access to the apparatus after the same is laid without breaking up the carriageways of the bridge:

Provided that the undertakers shall, when giving notice under this subsection, furnish the Corporation with such information as they may require to enable them to determine the extent of the accommodation and support required for the installation and operation of the apparatus.

(3) If notice of such a requirement is given in accordance with the provisions of subsection (2) of this section, the following apparatus shall be the specified apparatus of the London

Electricity Board and the Central Electricity Generating Board respectively, and accordingly, notwithstanding any discretion reserved to them under that subsection, the Corporation shall, unless otherwise agreed with either such board, in constructing the bridge provide therein accommodation and support for such apparatus and for apparatus ancillary thereto and means of access as aforesaid to such apparatus after it is laid and in addition thereto shall, where necessary, provide means of ventilation thereto:—

PART III
—cont.

- (a) 31 circuits of the London Electricity Board comprising not more than 23 cables each having an overall diameter of not more than 4 inches and 8 cables each having an overall diameter of not more than 8 inches and together, including joints and ancillary apparatus, having a weight not exceeding 750 pounds per foot run; and
- (b) circuits of the Central Electricity Generating Board comprising either not more than 12 cables each having an overall diameter of not more than 9 inches, or not more than 8 cables each having an overall diameter of not more than 12 inches, and in either case such cables together, including joints and ancillary apparatus, having a weight not exceeding 650 pounds per foot run.

(4) (a) The undertakers shall give to the Corporation not less than twelve months' notice in writing of their intention to install the specified apparatus, but the work of installing the apparatus shall not begin until there has been agreed between the Corporation and the undertakers or, failing agreement, settled by arbitration, except so far as the same has not been determined at the time of the request by the undertakers under subsection (2) of this section—

- (i) the nature, position and the extent of the accommodation provided for the specified apparatus and the means of access thereto;
- (ii) the type, spacing, characteristics and proposed use of the apparatus; and
- (iii) any other works and any machinery, plant or equipment required to enable the apparatus to be installed and effectively used without interference with, or danger to, traffic or persons using the bridge.

(b) In any arbitration proceedings which may be taken under this subsection between the Corporation and the undertakers, any other undertakers who have given notice under subsection (2) of this section shall be entitled to be heard in such proceedings.

PART III
—cont.

(5) (a) The undertakers shall repay to the Corporation the additional cost (if any) incurred by the Corporation in providing the accommodation, support, and means of access pursuant to the foregoing provisions of this section.

(b) For the purpose of this subsection the additional cost of providing accommodation and support and means of access shall be the difference between the cost of constructing the bridge with such accommodation, support and means of access and the cost of constructing the bridge without such accommodation, support and means of access.

(6) Subject to the provisions of this section, the undertakers shall be entitled at all times to use the accommodation and means of access provided pursuant to the foregoing provisions of this section for the purposes of laying and installing therein the specified apparatus and for the purpose of inspecting, repairing, maintaining, removing or renewing that apparatus:

Provided that the undertakers shall not, without the previous consent of the Corporation, be entitled to increase the burden to be borne by the bridge above the weight of the apparatus (including where relevant the contents thereof) for which the accommodation is provided pursuant to subsection (2) of this section, or to distribute such burden unequally or to alter the position of such burden.

(7) Except in case of emergency, the undertakers shall give to the Corporation not less than ten days' notice of their intention to execute works in the bridge, and shall conform with the reasonable requirements of the Corporation as to the time or times at which, and the manner in which, the undertakers may lay down or install the specified apparatus in the accommodation provided or may otherwise exercise the right of entering upon and executing works in the bridge, and the Corporation shall be entitled to superintend such laying down or installation of apparatus and the execution of such works.

(8) Except as may be otherwise agreed between the Corporation and any of the undertakers, the undertakers shall pay to the Corporation the increased costs reasonably incurred by the Corporation in operating and maintaining the bridge in consequence of the provision of the said accommodation and means of access and the installation of the specified apparatus and the use thereof by the undertakers.

(9) The undertakers shall repay to the Corporation the costs reasonably incurred by the Corporation in providing superintendence under subsection (7) of this section.

(10) The undertakers shall maintain in good repair and to the reasonable satisfaction of the Corporation the apparatus placed in the bridge by them, and shall from time to time carry out and maintain such works or take such other precautions as the Corporation may reasonably require to be done, provided or taken for ensuring the safety of the bridge, and the safety and convenience of persons using the bridge, being works or precautions reasonably required to be done, provided or taken in consequence of the exercise by the undertakers of the rights conferred upon them by this section and, in default, the Corporation may, at the expense of the undertakers, carry out and maintain such works or take such precautions, and the undertakers shall repay to the Corporation any expenses reasonably incurred by the Corporation in carrying out any such works or taking any such precautions.

(11) (a) The undertakers shall indemnify the Corporation against any loss, damage, costs, expenses and liabilities suffered or incurred by the Corporation, and against all actions, proceedings, claims or demands made or taken against the Corporation, by reason or in consequence of the failure of the undertakers to comply with the provisions of this section, or any fault in, or failure or breakage of, or accident to, any apparatus or otherwise arising out of, or in any way attributable to, the exercise by the undertakers of the rights conferred upon them by this section, except to the extent that such loss, damage, costs, expenses, liabilities, actions, proceedings, claims or demands may arise by reason of the neglect or default of the Corporation, their servants or agents.

(b) Whenever any loss or damage occurs which might give rise to a claim against the undertakers under this section, the Corporation shall as soon as possible give notice thereof to the undertakers, and if within a reasonable time after receiving such a notice the undertakers serve a counter-notice on the Corporation admitting liability as between the Corporation and the undertakers for such loss or damage, the undertakers shall be entitled to assume responsibility for the conduct of any claim or legal action which may arise as a result thereof, which shall thereafter be conducted in the name of the Corporation but in all respects under the control and direction of the undertakers; if no such counter-notice is served, the Corporation shall not concede or compromise any claim made upon the Corporation without the concurrence of the undertakers.

(12) Subject to the provisions of this section, the Corporation shall afford to the undertakers all such facilities as the undertakers may reasonably require for the purpose of connecting the specified apparatus with any other apparatus of the undertakers.

PART III
—cont.

(13) (a) The accommodation for the specified apparatus of the undertakers provided by the Corporation under the provisions of this section shall be maintained by the Corporation to the reasonable satisfaction of the undertakers and the costs reasonably incurred by the Corporation under this subsection (including costs of periodical inspections by the Corporation) shall be paid by the undertakers to the Corporation.

(b) Except in a case of emergency the Corporation shall give to the undertakers not less than ten days' notice in writing of their intention to execute any works pursuant to this subsection and shall in or during the execution of any such work take such measures as the undertakers may reasonably require for the protection of, or for preventing interference with, the specified apparatus of the undertakers and the undertakers shall be entitled to superintend the execution of such works.

(14) (a) Any difference which may arise between the Corporation and the undertakers under this section, other than any difference as to the meaning or construction of this section, shall be settled by arbitration.

(b) In settling any difference under this section, the arbitrator shall have regard to the need for the Corporation to ensure the maintenance of a free flow of traffic over the bridge and of shipping under the bridge, to secure the safety of persons and vehicles on the bridge and to avoid danger to shipping.

Lights and
day marks
on works and
for protection
of navigation.

32.—(1) The Corporation shall—

- (a) at or near a tidal work during the whole time of the construction, maintenance, renewal or alteration thereof; and
- (b) after the completion of a tidal work at the outer extremity thereof;

exhibit every night from sunset to sunrise such lights, if any, and take such other steps for the prevention of danger to navigation as the port authority shall from time to time direct.

(2) If the Corporation fail to comply in any respect with a direction given under this section they shall be liable on summary conviction to a fine not exceeding one hundred pounds and on conviction on indictment to a fine.

Abatement of
works
abandoned
or decayed.

33.—(1) If a tidal work is abandoned or suffered to fall into decay, the port authority may by notice in writing require the Corporation at their own expense either to repair and restore the work, or any part thereof, or to remove the work and restore the site thereof to its former condition, to such an extent and within such limits as the port authority think proper.

(2) If a work authorised by this Act and consisting partly of a tidal work and partly of works on or over land above the level of mean high-water springs is abandoned or suffered to fall into decay and that part of the work on or over land above the level of mean high-water springs is in such condition as to interfere, or to cause reasonable apprehension that it may interfere, with the right of navigation or other public rights over the foreshore, the port authority may include that part of the work, or any portion thereof, in any notice under this section.

PART III
—cont.

(3) If on the expiration of 30 days from the date when a notice under this section is served upon the Corporation they have failed to comply with the requirements of the notice, the port authority may execute the works specified in the notice and any expenditure incurred by them in so doing shall be recoverable from the Corporation as a simple contract debt.

34.—(1) In case of injury to, or destruction or decay of, a tidal work, or any part thereof, the Corporation shall forthwith notify the port authority and shall lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as the port authority shall from time to time direct.

Provision
against
danger to
navigation.

(2) If the Corporation fail to notify the port authority as required by this section, or to comply in any respect with a direction given under this section, they shall be liable on summary conviction to a fine not exceeding one hundred pounds and on conviction on indictment to a fine.

PART IV

GENERAL

35.—(1) Whereas the existing London Bridge is wholly within the city and is exempt from all assessments, now it is hereby declared as follows:—

As to status
of new
bridge and
construction
of references
to London
Bridge.

(a) the bridge as reconstructed under this Act shall be wholly within the city;

(b) notwithstanding anything contained in any Act, the bridge and the carriageways and footways thereof and all machinery, apparatus and works used for the purposes thereof shall not, either during or after the construction thereof, be assessed to any rate;

(c) the bridge shall be vested in the Corporation and shall be maintained, repaired, cleansed, lighted and policed at the cost of the rents and profits of the Bridge House Estates.

PART IV
—cont.

(2) All enactments, grants, assurances, deeds and instruments and all maps referred to therein, in anywise referring to, or relating to, or showing, London Bridge shall, so far as the same are not inconsistent with the provisions of this Act, be deemed and construed to refer and relate to, or to show, London Bridge as reconstructed under the powers of this Act.

Application of rents and profits of Bridge House Estates.

36. The Corporation may apply the rents and profits of the Bridge House Estates (after making provision for the payments required to be made out of such rents and profits in respect of existing liabilities) in payment of expenses incurred by the Corporation in the execution of the works authorised by this Act, or otherwise in pursuance of this Act.

As to repair of widened road, etc.

37.—(1) The widening and regrading of Borough High Street (Work No. 2) authorised by this Act and the widening of the bridge carrying that street over Montague Close and Tooley Street forming part of that work shall, when completed to the reasonable satisfaction of the person liable to maintain the said street or bridge (as the case may be), be maintained by and at the expense of such person.

(2) Any difference arising between the Corporation and the person liable to maintain the said street or bridge under this section shall be settled by arbitration.

Vesting and maintenance of Work No. 3B.

38. The elevated footway (Work No. 3B) shall be maintained and repaired by, and at the expense of, the Corporation for a period of one year from the completion thereof and at the expiration of that period shall vest in, and be maintained and repaired by, and at the expense of, the British Railways Board.

Application of enactments to footway.

39. For the purposes of the following enactments the footbridge (Work No. 3A) but not the elevated footway (Work No. 3B) authorised by this Act shall be deemed to be part of the elevated footway authorised by the Act of 1962:—

In the Act of 1962—

Section 34 (Power to prevent access to or from streets);

Section 38 (As to maintenance, cleansing, lighting and policing of elevated footway and approaches);

1963 c. xxxiv.

In the City of London (Various Powers) Act 1963—

Section 32 (Control of elevated footway between London Bridge and London Bridge railway station).

40.—(1) Before commencing the construction of the widening and regrading of Borough High Street (Work No. 2) or the foot-bridge (Work No. 3A) authorised by this Act so as to involve the temporary closing to vehicular traffic of one-third or more of the width of the carriageway of any street within the London borough of Southwark, the Corporation shall give not less than 21 days' notice in writing to the commissioner of police of the metropolis of their intention so to do, and such notice shall specify the works to which the notice relates and the streets which will be closed in the course of the construction of those works.

PART IV
—cont.

Notice to
commissioner
of police.

(2) The Corporation shall make such arrangements with the said commissioner as shall be reasonably necessary so as to cause as little interference with vehicular traffic as may be reasonably practicable during the construction of the works.

41. The following provisions shall, unless otherwise agreed in writing between the Corporation and the council, apply and have effect:—

As to
metropolitan
roads and
road traffic.

(1) In this section "road" means a road which is for the time being a metropolitan road within the meaning of the London Government Act 1963:

1963 c 33.

(2) The Corporation shall not, without the consent of the council, construct any part of the works authorised by this Act which will be within 25 feet of the surface of any road except in accordance with plans and sections submitted to, and approved by, the council, but such approval shall not be unreasonably withheld:

Provided that if within 28 days after such plans and sections have been submitted the council have not approved or disapproved them they shall be deemed to have approved the plans and sections as submitted:

(3) In the construction of any part of the works authorised by this Act under a road no part thereof shall (except with the consent of the council) be so constructed as to interfere with the provision of proper means of drainage of the surface of the road or be nearer than 2 feet 6 inches to the surface of the road:

(4) No work or part of a work authorised by this Act which will involve interference with a road or the traffic in any street shall be constructed except in accordance with such conditions (for reducing so far as possible

PART IV
—cont.

such interference or for preventing so far as possible damage or injury to any road, property or work belonging to, or under the jurisdiction or control of, or repairable by, the council) as may be agreed between the Corporation and the council or, in default of agreement within 42 days after the submission to the council of particulars of the work or the part of the work as aforesaid, as may be determined by the Minister under paragraph (12) of this section:

- (5) The Corporation shall secure that so much of the works authorised by this Act as is constructed under, or so as to affect, any road shall be designed, constructed and maintained so as to carry the appropriate loading for highway bridges recommended at the time of construction of such works by the Minister, and the Corporation shall indemnify the council against all expenses which the council may after notice to the Corporation reasonably incur or be put to in the maintenance or repair of any road or any tunnels, road drains or apparatus therein by reason of any non-compliance by the Corporation with the provisions of this paragraph:
- (6) It shall be lawful for the director of highways and transportation of the council or his authorised representative at all reasonable times to enter upon and inspect any part of the works authorised by this Act which is in or under any road, or which may affect any road or property of the council, during the execution thereof, and the Corporation shall give to such officer all reasonable facilities for such inspection:
- (7) The Corporation shall not in exercise of the powers of this Act alter, disturb or interfere with or prevent reasonable access to any sanitary convenience, refuge, road drain, lamp column, traffic sign, bollard, bin for refuse or road materials, or any other property or work belonging to, or under the jurisdiction or control of, or repairable by, the council on or under any road without the consent of the council (which consent shall not be unreasonably refused), and any alteration, diversion, replacement or reconstruction of any such property or work as aforesaid which may be necessary shall, if reasonably required by the council, be made by the council and any costs, charges and expenses reasonably incurred by the council in so doing shall be repaid to the council by the Corporation:
- (8) (a) The Corporation shall not, except with the consent of the council (which consent shall not be unreasonably

refused), deposit any soil, subsoil or materials or stand any vehicle or plant on any road so as to obstruct the use of such road by any person or, except with the like consent, deposit any soil, subsoil or materials on any such road except within a hoarding;

(b) All costs, charges and expenses reasonably incurred by the council in removing any soil, subsoil or materials deposited on any road in contravention of this paragraph shall be repaid to the council by the Corporation:

(9) Where any part of any road shall have been temporarily broken up, or disturbed by, the Corporation the Corporation shall make good the subsoil, foundation and surface of such part of the road to the reasonable satisfaction of the council:

Provided that the reinstatement of such part of the road shall in the first instance be of a temporary nature only and the permanent reinstatement thereof shall be carried out by the council as soon as reasonably practicable after the completion of the temporary reinstatement and the costs, charges and expenses reasonably incurred by the council in so doing shall be repaid by the Corporation to the council:

(10) Nothing in this Act shall authorise the Corporation to place any hoarding on any part of any road except in accordance with the provisions of section 147 of the Highways Act 1959, and for this purpose any hoarding erected on any part of any road shall be deemed to have been erected in compliance with subsection (1) of that section: 1959 c. 25.

(11) The Corporation shall make compensation to the council for any subsidence of, or damage to, any road or any sanitary convenience, refuge, road drain, lamp column, traffic sign, bollard, bin for refuse or road materials, or any other property or work belonging to, or under the jurisdiction or control of, or repairable by, the council on or under any road which may be caused by, or in consequence of, any act or default of the Corporation, their contractors, servants or agents during the construction of the works authorised by this Act or within the period of five years from the completion thereof:

(12) Any difference arising between the Corporation and the council under this section (other than a difference as to the meaning or construction of this section) shall be settled by the Minister.

PART IV
—cont.

For protection
of Southwark
London
Borough
Council.

42. For the protection of the council of the London borough of Southwark (hereafter in this section referred to as “the borough council” and “the borough” respectively) the following provisions shall, unless otherwise agreed in writing between the Corporation and the borough council, apply and have effect:—

- (1) In this section, unless the subject or context otherwise requires, “authorised works” means the widening and regrading of Borough High Street (Work No. 2) and the footbridge (Work No. 3A) authorised by this Act and so much of any subsidiary works constructed for the purposes of, or in connection with, those works or the bridge as will be carried out in the borough:
- (2) Before the construction of any part of the authorised works in the borough is commenced, or the powers of section 29 (Power to stop up ways temporarily) of this Act are exercised in relation to the carriageway or footway of any street, or any part of a street, in the borough, the engineer shall consult the surveyor to the borough council as to the time when such part of the authorised works shall be commenced, the period during which the construction of that part shall be carried out, the extent of the surface of the highway which may be occupied by the Corporation for the purpose of the construction of that part and the manner in which such part shall be constructed, or as to the manner in which, and the conditions under which, the powers of the said section 29 shall be exercised (as the case may be), with a view to ensuring the safety of the public and of reducing, so far as possible, inconvenience to the public:
- (3)
 - (a) Before commencing the construction of any part of the authorised works which may be situated in, on, under or over any street repairable by the borough council, the Corporation shall submit for the reasonable approval of the borough council plans, sections and particulars thereof including particulars as to the extent of the street affected thereby and as to the period during which construction thereof will proceed;
 - (b) If, within 42 days after the submission of such plans, sections and particulars, the borough council do not signify to the Corporation in writing their approval or disapproval thereof, they shall be deemed to have approved the same;
 - (c) No part of the authorised works which may be situated in, on, under or over any street repairable by the borough council shall be constructed otherwise than in accordance with the plans, sections and particulars as aforesaid approved by the borough council or settled by arbitration:

(4) The Corporation shall not in the exercise of the powers of this Act remove, alter, divert, stop up or interfere with any drains or sewers belonging to the borough council without the consent of the borough council, which consent shall not be unreasonably withheld, and any street (including any arch foundations thereof) vested in the borough council or any sewers, drains, guard rails, monuments, fountains, street refuges, posts, lamp-posts, or any apparatus connected therewith belonging to the borough council which may be occupied, or (as the case may be) removed, altered or interfered with, by the Corporation for the purposes of, or in connection with, the construction or maintenance of the authorised works shall be reinstated, or (as the case may be) shall, unless a substitute is provided therefor to the reasonable satisfaction of the borough council, be replaced, repaired or restored by, or at the cost of, the Corporation in such manner as shall be reasonably required by the borough council and such substituted apparatus shall vest in the borough council:

(5) The Corporation shall make compensation to the borough council for any subsidence of, or damage to, any street (including any arch foundations thereof or vaults thereunder) vested in them or any property of the borough council which may be caused by, or in consequence of, the construction or maintenance of the authorised works, or any act or default of the Corporation, their servants, agents or contractors, and the Corporation shall effectively indemnify and hold harmless the borough council from and against all actions, costs, claims and demands whatsoever arising out of, or in connection with, the construction of the authorised works:

Provided that the borough council shall give to the Corporation reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Corporation:

(6) Any difference arising between the Corporation and the borough council under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration.

43. For the protection of the Proprietors of Hay's Wharf Limited (in this section referred to as "the proprietors") and Hay's Wharf Limited (in this section referred to as "the wharf company") the following provisions shall, unless otherwise

For protection of Proprietors of Hay's Wharf Limited and Hay's Wharf Limited.

PART IV
—cont.

agreed in writing between the Corporation and the proprietors or the wharf company (whichever are concerned), apply and have effect:—

- (1) In this section reference to the agreed plan shall be construed as a reference to the plan marked as relative to this section and signed in duplicate by Harold Knox King on behalf of the Corporation and by Sir David H. Burnett on behalf of the proprietors and the wharf company, of which one has been deposited at the offices of the engineer and the other at the registered office of the proprietors:
- (2) The Corporation shall not under the powers of this Act acquire compulsorily—
 - (a) the whole, or any part of, Montague Close;
 - (b) the building known as Hibernia Chambers (No. 2 London Bridge), the wharf and warehouses known as Hibernia Wharf and so much of the campshed immediately fronting thereon as lies to the west of a riverward extension of the line of the eastern face of Hibernia Chambers, which are situated on the lands in the London borough of Southwark numbered 1 and 3 on the deposited plan, except so much of the forecourt of Hibernia Chambers and of the external stairways and passages connected therewith as is shown coloured red on the agreed plan marked F1;
 - (c) the vaults of the wharf company situate under part of the land in the London borough of Southwark numbered 5 on the deposited plan;but may acquire compulsorily such easements and rights in any such street, building, wharf and warehouses, campshed and vaults as they require for the purpose of the construction of the works authorised by this Act:
- (3) The Corporation shall not exercise the powers of section 29 (Power to stop up ways temporarily) of this Act in relation to Montague Close so as to close the carriageway thereof to traffic on any day other than a Sunday:
- (4) In the construction of so much of the works authorised by this Act as may be situated upon, across, under or over any land (not including any land, or any interest therein, in the river) of the proprietors or the wharf company the Corporation shall not, without the consent of the proprietors or the wharf company (as the case may be), which consent shall not be unreasonably withheld, deviate laterally from the line of those works shown on the deposited plan:

- (5) The Corporation shall not under the powers of this Act obstruct the road access to, or egress from, the wharf premises known as Fenning's Wharf and Hibernia Wharf without the consent in writing of the wharf company, such consent not to be unreasonably withheld:
- (6) Before commencing the construction of any part of the works authorised by this Act which may affect or prevent the use of the existing dolphin which is situated on the western side of London Bridge adjoining the campshed fronting on the bridge stairs at the southern end of the existing bridge, the Corporation shall, to the reasonable satisfaction of the wharf company, and subject to the approval of the port authority, construct a new dolphin of dimensions and to a standard no greater or better than those of the existing dolphin in such position (acceptable to the port authority) as may reasonably be specified by the wharf company:
- (7) Before interfering with the existing moorings which pass under London Bridge and are used for the mooring of vessels at Fenning's Wharf so as to prevent their use in reasonably convenient manner, the Corporation shall, subject to the approval of the port authority, construct and lay or place other moorings in substitution thereof of such type and to such standard, being a type and standard similar to those of the existing moorings, and in such position (acceptable to the port authority), as may reasonably be specified by the wharf company:
- (8) The Corporation shall bear and pay to the wharf company the reasonable cost incurred by them in making any alterations to any existing moorings which may be rendered reasonably necessary by reason of the execution of any works in the river under the powers of this Act:
- (9) (a) The Corporation shall take all such steps as may be reasonably practicable to prevent the percolation of water into the arches occupied by the wharf company under Borough High Street being occasioned by the construction of the widening and regrading of that street (Work No. 2) authorised by this Act, and shall make compensation to the wharf company for any damage caused to the wharf company by such percolation occasioned during the construction of that work or within a period of twelve months from the completion thereof, including the reasonable cost incurred by the wharf company in any alterations of the arches which may be rendered necessary thereby;

PART IV
—cont.

1965 c. 56.

- (b) The wharf company shall, within six months from the passing of this Act, furnish to the Corporation for their reasonable approval a schedule of condition of the said arches, and the Corporation shall not, in the exercise of the powers conferred by this Act, commence to construct any works which may affect the arches until that schedule has been approved by the Corporation or settled by arbitration;
- (c) Nothing in this paragraph shall prejudice or affect the right of the wharf company to claim compensation under the Compulsory Purchase Act 1965 for any land taken or injuriously affected, but any work done or compensation paid under this section shall be taken into account in assessing any compensation payable under that Act:
- (10) The wharf company shall be entitled to claim compensation for injurious affection in respect of their interest in the campshed situate to the west of London Bridge fronting on Hibernia Wharf as if it were an interest in land:
- (11) The provisions of the Compulsory Purchase Act 1965 with respect to compensation for lands injuriously affected shall, in their application to the proprietors or the wharf company, extend so as to require the Corporation to make compensation for injury to so much of the respective businesses as is now carried on by the proprietors and the wharf company, being injury occasioned by reason of the construction of the bridge works, notwithstanding that no part of the proprietors' or the wharf company's lands on which such business is carried on is taken by the Corporation:
- Provided that the proprietors or the wharf company (as the case may be) shall take all reasonable steps to reduce such injury:
- (12) Any difference arising between the Corporation and the proprietors or the wharf company under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration.

For
protection of
New Fresh
Wharf
Limited.

44. For the protection of New Fresh Wharf Limited (hereinafter in this section referred to as "the company") the following provisions shall, unless otherwise agreed in writing between the Corporation and the company, apply and have effect:—

(1) In this section—

"plans" includes sections and particulars;

“ the wharf ” means the wharf and premises known as New Fresh Wharf occupied for the time being by the company:

PART IV
—cont.

- (2) Notwithstanding anything to the contrary contained in this Act the Corporation shall not enter upon, take or use—
- (a) the lands numbered on the deposited plan 6 in the city;
 - (b) so much of the lands thereon numbered 3 in the city as includes any part of the wharf:
- (3) (a) Before commencing the construction of any part of the bridge works on the lands numbered on the deposited plan 5 in the city the Corporation shall consult the company as to the provision of any protective works which may be reasonably required to prevent any diminution of the security of the premises occupied by the company in the basement of Adelaide House and to ensure adequate lighting of the said premises, and shall furnish plans of any works proposed to be constructed over the said lands for the reasonable approval of the company;
- (b) No part of the bridge works which may be situated over the said lands shall be constructed before the said plans have been approved by the company, or, in case of difference between them and the Corporation, settled by arbitration, or otherwise than in accordance with the plans so approved or settled;
- (c) If within 28 days after the plans have been furnished to the company the company shall not have intimated their approval or disapproval thereof, and, in the case of disapproval, the grounds thereof, they shall be deemed to have approved them:
- (4) (a) During the carrying out of the bridge works the Corporation shall ensure, so far as is reasonably practicable, that the accommodation of vessels at the wharf is not precluded and that delays in the berthing, mooring and use of vessels at the wharf or coming to or departing therefrom are reduced to the minimum or, if not less than 24 hours' notice shall be given by the company to the engineer of any movement of vessels to or from the wharf, avoided;
- (b) If notwithstanding the foregoing provisions of this paragraph it shall be shown that the company have taken all such steps as may be reasonably practicable to

PART IV
—cont.

avoid loss or liability arising by reason of any delay in the berthing, mooring or use of vessels at the wharf caused by the carrying out of the bridge works but have suffered such loss or incurred such liability the Corporation shall pay compensation for such loss or indemnify the company against such liability:

Provided that the company shall give to the Corporation reasonable notice of any claim or demand relating to any such liability as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Corporation:

- (5) Before interfering with the mooring chains which run under the northernmost arch of London Bridge and are anchored to screw piles on the river bed on the west side of the bridge the Corporation shall provide, lay and place a sufficient substitute mooring to the reasonable satisfaction of the port authority and the company:
- (6) The Corporation shall bear and pay to the company the reasonable cost incurred by the company in making any alterations of existing mooring facilities which may be rendered reasonably necessary by reason of the execution of any works in or over the river under the powers of this Act:
- (7) (a) The Corporation shall, in the construction of the bridge works, take such steps as may be reasonably practicable to prevent damage to any premises occupied by the company which may give rise to the percolation of water into any of the basements thereof (including the lower basement of Adelaide House), and shall make reasonable compensation to the company for any damage caused to the company by such percolation during the construction of the bridge works or within a period of twelve months from the completion thereof, including payment of the reasonable cost incurred by the company in any alterations which may be rendered necessary thereby:

Provided that the company shall take all such steps as may be reasonably practicable to reduce the loss suffered by them by reason of any such percolation;

- (b) The company shall, within six months from the passing of this Act, furnish to the Corporation for their reasonable approval a schedule of condition of the said premises and the Corporation shall not, in the exercise

of the powers conferred by this Act, begin to construct any works which may affect the premises until that schedule has been approved by the Corporation or settled by arbitration;

PART IV
—cont.

(c) Nothing in this paragraph shall prejudice or affect the right of the company to claim compensation under the Compulsory Purchase Act 1965, but any compensation paid under this section shall be taken into account in assessing any compensation payable under that Act: 1965 c. 56.

(8) The Corporation shall pay to the company the reasonable costs and expenses incurred by the company in connection with the approval of, or consultation with respect to, plans of the works in accordance with the provisions of this section:

(9) The provisions of the Compulsory Purchase Act 1965 with respect to compensation for lands injuriously affected shall, in their application to the company, extend so as to require the Corporation to make compensation for injury to so much of the business as is now carried on by the company, being injury occasioned by reason of the construction of the bridge works whether or not any part of the company's lands on which such business is carried on is taken by the Corporation:

Provided that the company shall take all reasonable steps to reduce such injury:

(10) Any difference arising between the Corporation and the company under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration.

45. For the protection of the Wardens and Commonalty of the Mystery of Fishmongers of the City of London (hereinafter referred to as "the Fishmongers Company") the following provisions shall, unless otherwise agreed in writing between the Corporation and the Fishmongers Company, apply and have effect:—

(1) In this section—

"class I works" means so much of the works authorised by this Act as will—

(i) within 10 feet from Fishmongers' Hall extend to a lower level than 10·43 feet above ordnance datum (Newlyn); or

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—cont.

(ii) within 20 feet from Fishmongers' Hall meet any plane drawn downwards in the direction of the work at an angle of 45 degrees to the horizontal from the line formed by the intersection of the planes of the external faces of Fishmongers' Hall with the plane of the level of 10.43 feet above ordnance datum as aforesaid;

“class II works” means so much of the said works, not being class I works, as will be constructed within 100 feet of Fishmongers' Hall;

“authorised works” means class I works and class II works or either such works as the case may be;

“Fishmongers' Hall” means the buildings within the curtilage of the property known as Fishmongers' Hall shown on the deposited plan:

- (2) Notwithstanding anything in section 18 (Limits of deviation) of this Act, the Corporation shall not construct the bridge so that any part thereof above ground when completed is nearer to Fishmongers' Hall than the plane of the face nearest to Fishmongers' Hall of the wall situated on the western side of the stairs at the north-western abutment of the existing London Bridge:
- (3) The Corporation shall, before commencing the construction of class I works, furnish to the Fishmongers Company sufficient plans, sections and particulars thereof (including particulars as to the method of safeguarding Fishmongers' Hall during the construction of the works), for the approval of the Fishmongers Company (which approval shall not be unreasonably withheld) and shall not construct the class I works except in accordance with such plans, sections and particulars as approved by the Fishmongers Company or, in case of difference, settled by arbitration:

Provided that if, within 28 days after the plans, sections and particulars have been furnished to the Fishmongers Company, the Fishmongers Company shall not have intimated their approval or disapproval thereof, they shall be deemed to have approved them:

- (4) The Corporation shall, before commencing the construction of class II works, furnish to the Fishmongers Company plans, sections and particulars thereof (including particulars as to the method of safeguarding Fishmongers' Hall during the construction of the works) and shall consult with the Fishmongers Company before commencing the construction of those works:

- (5) The Corporation shall give the Fishmongers Company 28 days' notice of their intention to commence the construction of the authorised works:
- (6) The construction of the authorised works shall be carried out to the reasonable satisfaction of the Fishmongers Company and in such manner and with such reasonable dispatch as to cause as little damage to Fishmongers' Hall and as little interference with the occupation and use thereof as may be, and if any such damage or interference shall be caused by the construction of the authorised works the Corporation shall, notwithstanding any such approval or consultation as aforesaid, make good such damage and pay to the Fishmongers Company reasonable compensation for any loss which they may sustain by reason of any such damage or interference:
- (7) The Corporation shall pay to the Fishmongers Company the reasonable costs and expenses incurred by them in connection with the approval of, or consultation with respect to, plans, sections and particulars of the authorised works (as the case may be) in accordance with the provisions of this section:
- (8) Any difference arising between the Corporation and the Fishmongers Company under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration.

PART IV
—cont.

46. For the protection of the port authority and river users the following provisions shall, unless otherwise agreed in writing between the Corporation and the port authority, apply and have effect:—

For protection of port authority and river users.

(1) In this section—

“construction” includes renewal and works of maintenance, repair or alteration involving any interference with the river or the navigation thereof and in relation to the bridge authorised by this Act includes removal of the existing London Bridge; and

“construct” shall be construed accordingly;

“outfall” means an outfall to the river of any drain, sewer, channel or watercourse within the limits of deviation;

“river works” means—

(a) any works executed under the powers of this Act in, on, over or under the river; and

(b) the removal, alteration, diversion or stopping up under the powers of this Act of any outfall situate in, on, over or under the river:

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—cont.

1920 c. clxxiii.

- (2) The Corporation shall not under the powers of this Act acquire compulsorily any part of the bed and foreshore of the river but, subject to the provisions of section 6 (As to part of the bed of the river Thames) of this Act, they may, in accordance with the provisions of section 10 (Power to acquire easements only) of this Act, acquire compulsorily such easements and rights as they require for the purposes of any river works in, on, over or under so much of the river as is within the limits of land to be acquired shown on the deposited plan:
- (3) The soffits of the spans of the bridge as constructed shall not deviate downwards by more than nine inches from the lines of the soffits of the said spans shown on the deposited sections:
- (4) (a) Before commencing to construct any river works the Corporation shall submit to the port authority plans, sections and particulars of those works for their reasonable approval (which approval may be given subject to such reasonable requirements for protecting navigation of the river as the port authority may make), and the river works shall be deemed to be works upon the bed or shores of the river commenced or executed under the direction, or with the licence, consent or permission, of the port authority within the meaning of section 244 (Certain works to be approved by the Board of Trade) of the Port of London (Consolidation) Act 1920;
- (b) If the port authority do not, within 28 days after the submission to them of any plans, sections or particulars pursuant to this paragraph, intimate to the Corporation their approval or disapproval thereof, they shall be deemed to have approved the same:
- (5) (a) All river works shall when commenced be proceeded with and completed as soon as practicable and the Corporation shall upon completion of any part of any permanent river works remove as soon as practicable any temporary works, and materials for temporary works, which may have been erected or placed in, on, over or under the river for the purpose of, or in connection with, that part of those works;
- (b) River works shall be constructed and maintained and, in the case of temporary works, removed; to the reasonable satisfaction of the chief engineer of the port authority for the time being and, in the construction thereof, and in the removal of temporary works, traffic on the river shall not be interfered with more than may be reasonably necessary:

- (6) If the Corporation exercise their powers under this Act to remove the existing London Bridge, they shall remove the foundations of the piers thereof to the satisfaction of the port authority down to a depth of 36 feet below the level of mean high-water springs:
- (7) The Corporation shall allow an authorised representative of the port authority to inspect and survey all or any of the river works and any works constructed in connection therewith on lands immediately adjacent to the river by the Corporation under the powers of this Act while in course of construction or maintenance and shall give all reasonable facilities for so doing:
- (8) (a) The Corporation shall not (except in so far as may be necessary or unavoidable in the construction of river works) take from or deposit in, or allow to fall into, the river (excluding any part thereof which may be acquired or used by the Corporation or in respect of which the Corporation may acquire a right or easement under this Act) any gravel, soil, silt or other material without the previous consent of the port authority signified in writing under the hand of the secretary of the port authority for the time being;
- (b) The Corporation shall so far as is reasonably practicable secure that any gravel, soil, silt or other material necessarily or unavoidably removed from the river by them shall not be allowed to fall or be washed into the river:
- (9) Any pile stump or other obstruction which becomes exposed in consequence of, and during the construction of, the river works (other than a pile stump or other obstruction situate on the site of any permanent works) shall be removed from the river at the cost of the Corporation or, if, on the Corporation giving notice to the port authority that they have been unable to remove it, it is agreed between the Corporation and the port authority or, in default of agreement, determined by arbitration that it is not reasonably practicable to remove it, shall be cut off at a level not less than 36 feet below the level of mean high-water springs:
- (10) The port authority shall not be liable for any damage or injury to any temporary work in, on, over or under the river authorised by this Act resulting from the dredging operations of the port authority or the carrying out by them in the execution of their statutory powers and duties of any operations in the river or works for the improvement or maintenance thereof, provided that they take reasonable care to avoid any such damage or injury:

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—cont.

- (11) (a) If, during the construction of the bridge works or within the period of five years from the completion of the bridge, it shall be shown that any river work has caused, or is causing, any accumulation of mud or silt on, or any excessive scouring of, the bed of the river which makes, or will make, it necessary in the opinion of the port authority, in the interests of river users or for the protection of works in the river, to carry out dredging operations or to deposit material or to carry out such other works or operations as may be reasonably required to prevent, or to reduce, or to mitigate the effects of, such accumulation of mud or silt or such scouring (as the case may be), the Corporation shall pay to the port authority any additional costs reasonably incurred by them within the said period in carrying out dredging operations or depositing material or in carrying out such other works or operations as aforesaid;
- (b) Should any such accumulation or scouring be shown to have been so caused within the said period of five years and be dealt with in accordance with the provisions of sub-paragraph (a) of this paragraph, then, if there is any recurrence of such accumulation or scouring during the next following period of five years, the Corporation shall pay to the port authority any additional costs reasonably incurred by them in carrying out dredging operations or depositing material or in carrying out such other works or operations as may be reasonably required to prevent, or to reduce, or to mitigate the effects of such accumulation of mud or silt or such scouring (as the case may be) within the said next following period of five years:
- (12) If in the opinion of the port authority it is reasonably necessary by reason of the construction of any river works to incur additional costs—
- (a) in carrying out any dredging to provide navigable channels in the approaches to and through any of the arches of the existing London Bridge or the bridge during the construction of such river works;
- (b) in altering, removing, resiting or reinstating any existing moorings, or in laying down or removing any new moorings, or in carrying out any dredging required for the purpose of any alteration, resiting, reinstating or laying down of any such moorings; or
- (c) in regulating river traffic;

and they give to the Corporation notice of their intention to incur such costs and take into account any observations which may, within 28 days of such notice or such other period as may be reasonable in the circumstances of the case and specified in the notice, be made to them by the Corporation with respect thereto, the Corporation shall pay to the port authority the costs reasonably so incurred:

PART IV
—cont.

- (13) Nothing in this Act shall affect the operation of the provisions of sections 226 to 239 of the Port of London (Consolidation) Act 1920 relating to pollution or the corresponding provisions of Part II of the Port of London Act 1964:

1920 c. clxxiii.

1964 c. xxxvi.

Provided that this paragraph shall not apply in relation to the alteration or diversion of any existing outfall by the Corporation under the powers of this Act or in relation to the outfall of any street gully provided in connection with the bridge:

- (14) The owners and masters of vessels shall not be liable to make good any damage which may be caused to the bridge during construction or to any temporary works or plant placed by the Corporation in the river under the powers of this Act, except to the extent that any such damage arises from gross neglect on the part of such owners or masters or of their servants or agents:
- (15) Any difference arising between the Corporation and the port authority under this section (other than a difference as to the meaning or construction of this section) shall be determined by an arbitrator to be agreed between the parties or, failing agreement, to be appointed by the President of the Board of Trade on the application of either party after notice in writing to the other.

47. For the protection of the London Transport Board (in this section referred to as "the board") the following provisions shall, unless otherwise agreed in writing between the Corporation and the board, apply and have effect:—

For protection
of London
Transport
Board.

- (1) In this section—

"underground railways" means so much of the Northern Line railway to the east, and so much of the twin disused railway tunnels immediately to the west, of London Bridge, and so much of the lands, works

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—cont.

or premises held by the board for the purposes of that railway or those tunnels, as is within the limits of deviation or within 100 feet of any part of the bridge;

“ authorised works ” means so much of any of the works authorised by this Act as may be situated within 50 feet measured in any direction from the underground railways;

“ construction ” includes renewal and, for the purposes of paragraphs (3), (5), (6), sub-paragraphs (a), (b) and (c) of paragraph (11) and paragraph (13) of this section, includes works of maintenance or repair involving disturbance of any structure or the soil or subsoil;

“ railway engineer ” means an engineer to be appointed by the board;

“ plans ” includes sections, drawings and particulars:

- (2) The Corporation shall not under the powers of this Act acquire compulsorily any part of the underground railways but they may, in accordance with the provisions of section 10 (Power to acquire easements only) of this Act, acquire compulsorily such easements and rights as they require for the purposes of the authorised works in so much of the underground railways as is within the limits of land to be acquired shown on the deposited plan:
- (3) The Corporation shall, before commencing the construction of any of the authorised works, furnish to the board sufficient plans thereof for the reasonable approval of the railway engineer and shall not commence the construction thereof until the plans have been approved by the railway engineer or, in case of difference between the engineer and the railway engineer, settled by arbitration:

Provided that if within 28 days after the plans have been furnished to the board the railway engineer shall not have intimated his approval or disapproval thereof, and, in case of disapproval, the grounds thereof, he shall be deemed to have approved them:

- (4) If within 28 days after plans for the construction of the authorised works have been furnished to the board, the board shall give notice to the Corporation that in consequence of the nature of the authorised works it is necessary that the board should themselves construct

any part of the authorised works, then, if the Corporation desire that part of the works to be constructed, the board shall construct it with all reasonable dispatch on behalf of, and to the reasonable satisfaction of, the Corporation in accordance with the plans approved or deemed to be approved or settled as aforesaid:

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—cont.

Provided that in the event of the board not proceeding with or completing the construction of such part of the authorised works with reasonable dispatch and to the reasonable satisfaction of the Corporation, the Corporation may, after giving not less than 28 days' notice to the board, themselves proceed with or complete the construction of that part of those works:

- (5) Upon signifying his approval or disapproval of the plans the railway engineer may specify any protective works, whether temporary or permanent, which in his opinion should be carried out before the commencement of the construction of any part of the authorised works to ensure the safety or stability of the underground railways, and such protective works as may be so specified shall be constructed by the board and, if and so long as the board proceed with the construction of such protective works with all reasonable dispatch, the Corporation shall not commence the construction of that part of those works until the railway engineer shall have notified the Corporation that the protective works have been completed:
- (6) The Corporation shall, except in cases of emergency (when they shall give such notice as is practicable), give to the railway engineer 28 days' notice of their intention to commence the construction of any of the authorised works:
- (7) The construction of the authorised works shall, when commenced, be carried out with all reasonable dispatch in accordance with the plans approved, or deemed to have been approved, or settled as aforesaid and under the supervision (if given) of the railway engineer and to the satisfaction of the railway engineer and in such manner as not to cause so far as may be possible any damage to, or interference with the safe user of, the underground railways, and if any such damage or interference shall be caused or take place the Corporation shall, notwithstanding any such approval as aforesaid, make good such damage and shall pay to the board the reasonable costs and expenses to which they

PART IV
—cont.

may be put and reasonable compensation for any loss which they may sustain by reason of any such damage or interference:

Provided that nothing in this paragraph shall impose any liability on the Corporation with respect to any damage, costs, expenses and loss which may be attributable to the act, neglect or default of the board or of any person in their employ or of their contractors or agents:

- (8) The Corporation shall at all times afford reasonable facilities to the railway engineer for access to the authorised works during their construction and shall supply him with all such information as he may reasonably require with regard to the authorised works or the method of construction thereof:
- (9) The board shall at all times afford reasonable facilities to the Corporation or the engineer for access to any works carried out by the board under this section and shall supply the Corporation with all such information as they may reasonably require with regard to such works or the method of construction thereof:
- (10) If any alterations or additions, either permanent or temporary, to the underground railways shall be reasonably necessary during the construction of the authorised works, or during a period of twelve months after the completion thereof, in consequence of the construction of the authorised works by the Corporation, and the board give to the Corporation not less than 28 days' notice (or, in case of emergency, such notice as is practicable) of their intention to make such alterations or additions and take into account any observations which may be made to them by the Corporation with respect thereto, the Corporation shall repay to the board the reasonable cost thereof including, in respect of permanent alterations and additions, a capitalised sum representing the increased or additional cost of maintaining, working and, when necessary, renewing the underground railways in consequence of any such alterations and additions:

Provided that if the cost of maintaining, working or renewing the underground railways is reduced in consequence of any such alterations and additions a capitalised sum representing such saving may be set off against any sum payable by the Corporation to the board under this section:

- (11) The Corporation shall repay to the board all costs, charges and expenses reasonably incurred by the board—

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—cont.

(a) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, watching, lighting and signalling the underground railways for preventing so far as may be interference, obstruction, danger or accident arising from the construction of the authorised works;

(b) in respect of any special traffic working resulting from any speed restrictions or substitution or diversion of traffic services which are imposed or made in consequence of the construction of the authorised works;

(c) in respect of any additional temporary lighting of the underground railways in the vicinity of the authorised works, being lighting made reasonably necessary by reason of the construction of those works;

(d) in constructing any part of the authorised works on behalf of the Corporation in accordance with the provisions of paragraph (4) of this section, or in constructing any protective works under the provisions of paragraph (5) of this section which are specified for the purposes mentioned in that paragraph, including in respect of any permanent protective works, a capitalised sum representing the costs of maintaining and renewing such works:

Provided that if the cost of maintaining, working or renewing the underground railways is reduced in consequence of the construction of any protective works under the provisions of paragraph (5) of this section, a capitalised sum representing such saving may be set off against any sum payable by the Corporation to the board under this section:

- (12) All temporary structures, erections, works, apparatus and appliances erected or placed by the Corporation under the powers of section 23 (Power to make subsidiary works affecting railways) of this Act upon, over or under any railway of the board shall, as soon as reasonably practicable, be removed by the Corporation to the reasonable satisfaction of the railway engineer and in such a way as to cause as little damage to the underground railways and as little interference with, or interruption to, the traffic on the railways of the board

PART IV
—cont.

as may be, and, if any damage to the underground railways or any such interference or interruption shall be caused by failure to remove any such temporary structures, erections, works, apparatus or appliances, the Corporation shall make good such damage and pay to the board the reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of such damage, interference or interruption:

- (13) The Corporation shall be responsible for and make good to the board all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to, or reasonably incurred by, the board—

(a) in respect of damage to the underground railways by reason of the construction of the authorised works or the failure thereof; or

(b) by reason of any act or omission of the Corporation or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the authorised works;

and the Corporation shall effectively indemnify and hold harmless the board from and against all claims and demands arising out of, or in connection with, the construction of the authorised works, or any such act or omission as aforesaid, and the fact that any work or thing may have been done by the board on behalf of the Corporation, or in accordance with plans approved by the railway engineer, or in accordance with any requirement of the railway engineer, or under his supervision, shall not (if it was done without neglect or default on the part of the board or of any person in their employ or of their contractors or agents) excuse the Corporation from any liability under the provisions of this section:

Provided that the board shall give to the Corporation reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Corporation:

- (14) If in connection with the construction of the bridge works it shall become necessary temporarily to prohibit, restrict the use of, or otherwise interfere with, bus services of the board over London Bridge, then before any such prohibition, restriction or interference takes place, the Corporation shall consult with the board with a view to ensuring that the said services are interfered with as little as may be:

- (15) Any difference arising between the Corporation or the engineer and the board or the railway engineer under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration.

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—cont.

48. For the protection of the British Railways Board (in this section referred to as “the board”) the following provisions shall, unless otherwise agreed in writing between the Corporation and the board, apply and have effect:—

For protection
of British
Railways
Board.

- (1) In this section—

“railway property” means any railway of the board and any works held by the board for the purposes thereof and includes any lands held or used by the board for the purposes of such railway or works;

“specified works” means so much of the footbridge and elevated footway (Works Nos. 3A and 3B) and other works authorised by this Act as may be situated upon, across, under or over or within 10 feet of railway property and are not for the time being vested in the board;

“the railway engineer” means an engineer to be appointed by the board;

“construction” includes renewal and, for the purposes of paragraph (6), sub-paragraphs (a), (b) and (c) of paragraph (11) and paragraph (15) of this section includes works of maintenance or repair involving disturbance of any structure or the soil or subsoil;

“plans” include sections, drawings and particulars:

- (2) The Corporation shall not under the powers of this Act acquire compulsorily any railway property but they may, in accordance with the provisions of section 10 (Power to acquire easements only) of this Act, acquire compulsorily such easements and rights in any railway property delineated on the deposited plans as they may reasonably require for the purposes of the specified works:
- (3) The Corporation shall, before commencing the construction of any of the specified works, furnish to the board sufficient plans thereof for the reasonable approval of the railway engineer and shall not commence the construction thereof until the plans have been approved by the railway engineer or, in case of difference between the engineer and the railway engineer, settled by arbitration:

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—cont.

Provided that if within 28 days after the plans have been furnished to the board the railway engineer shall not have intimated his approval or disapproval thereof, and in case of disapproval the grounds thereof he shall be deemed to have approved them:

- (4) If, within 28 days after any such plans have been furnished to the board, the board shall give notice to the Corporation and it is agreed or in case of dispute, determined by arbitration that it is necessary that the board should themselves construct any part of such works which will or may affect the stability of railway property then, if the Corporation desire such part of the works to be constructed, the board shall construct it with all reasonable dispatch on behalf of, and to the reasonable satisfaction of, the Corporation in accordance with the plans approved or deemed to be approved or settled as aforesaid:

Provided that in the event of the board not proceeding with or completing the construction of such part of the specified works with reasonable dispatch and to the reasonable satisfaction of the Corporation, the Corporation may, after giving not less than 28 days' notice to the railway engineer, themselves proceed with or complete the construction of that part of the specified works:

- (5) Upon signifying his approval or disapproval of the plans the railway engineer may specify any protective works, whether temporary or permanent which in his opinion should be carried out before the commencement of the construction of any part of the specified works to ensure the safety or stability of railway property and such protective works as may be agreed or, in case of dispute, determined by arbitration to be reasonably necessary for those purposes shall be constructed by the board and, if and so long as the board proceed with the construction of such protective works with all reasonable dispatch, the Corporation shall not commence the construction of that part of the specified works until the railway engineer shall have notified the Corporation that the protective works have been completed:
- (6) The Corporation shall, except in cases of emergency (when they shall give such notice as is practicable), give to the railway engineer 28 days' notice of their intention to commence the construction of any of the specified works:

- (7) The construction of the specified works shall, when commenced, be carried out with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid and (as to so much of the specified works as is constructed by the Corporation) under the supervision (if given) and to the reasonable satisfaction of the railway engineer and in such manner as to cause as little damage as may be to railway property and, so far as is reasonably practicable, as not to interfere with or obstruct the safe user of any railway of the board or the traffic thereon and the use by passengers of railway property, and, if any damage to railway property or any such interference or obstruction shall be caused or take place by reason of the construction of the specified works, the Corporation shall notwithstanding any such approval as aforesaid make good such damage and pay to the board the reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of any such damage, interference or obstruction:

Provided that nothing in this section shall impose any liability on the Corporation with respect to any damages, costs, expenses or loss which may be attributable to the act, neglect or default of the board or of any person in their employ or of their contractors or agents:

- (8) The Corporation shall at all times afford reasonable facilities to the railway engineer for access to the specified works during their construction and shall supply him with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:
- (9) The board shall at all times afford reasonable facilities to the Corporation and their agents for access to any works carried out by the board under this section during their construction and shall supply the Corporation with all such information as they may reasonably require with regard to such works or the method of construction thereof:
- (10) If any alterations or additions, either permanent or temporary, to railway property shall be reasonably necessary during the construction of the specified works or during a period of twelve months after the completion thereof in consequence of the construction of the specified works and the Board give to the Corporation not less than 28 days' notice (or, in case of emergency, such notice as is practicable) of their intention to make

PART IV
—cont.

such alterations or additions and take into account any observations which may be made to them by the Corporation with respect thereto, such alterations and additions may be effected by the board and the Corporation shall pay to the board the reasonable cost thereof including, in respect of permanent alterations and additions, a capitalised sum representing the increased or additional cost of maintaining, working and, when necessary, renewing any such alterations or additions:

Provided that if the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions, a capitalised sum representing such saving may be set off against any sum payable by the Corporation to the board under this section:

(11) The Corporation shall repay to the board all costs, charges and expenses reasonably incurred by the board—

(a) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, watching, lighting and signalling railway property and for preventing so far as may be interference, obstruction, danger or accident arising from the construction of the specified works;

(b) in respect of any special traffic working resulting from any speed restrictions or any substitution or diversion of traffic services which are necessary as a result of the construction of the specified works;

(c) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason of the construction of the specified works;

(d) in constructing any part of the specified works on behalf of the Corporation in accordance with the provisions of paragraph (4) of this section, or in constructing any protective works under the provisions of paragraph (5) of this section, including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing such works:

Provided that if the cost of maintaining, working or renewing railway property is reduced in consequence of the construction of any protective works under the provisions of paragraph (5) of this section, a capitalised

sum representing such saving may be set off against any sum payable by the Corporation to the board under this section:

PART IV
—cont.

- (12) If at any time after the completion of the specified works the state of repair of any specified works appears to be such as to affect prejudicially railway property, the Corporation shall, within 28 days of the receipt of notice from the board, take such steps (if any) as may be reasonably necessary to put the specified works in such state of repair as not to affect prejudicially railway property and, if and whenever the Corporation fail to do so, the board may make and do in and upon the lands of the board or of the Corporation all such works and things as shall be necessary to put the specified works in such state of repair as aforesaid, and the costs and expenses reasonably incurred by the board in so doing shall be repaid to them by the Corporation:
- (13) Before providing any illumination or illuminated road traffic sign on or in connection with the specified works in the vicinity of any railway of the board the Corporation shall consult with the board and comply with any reasonable requirements of the board in regard thereto with a view to ensuring that such illumination or illuminated sign is not confused with any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway:
- (14) All temporary structures, erections, works, apparatus and appliances erected or placed by the Corporation under the powers of section 23 (Power to make subsidiary works affecting railways) of this Act upon, over or under any railway of the board shall, as soon as reasonably practicable, be removed by the Corporation to the reasonable satisfaction of the railway engineer and in such a way as to cause as little damage to railway property and as little interference with, or interruption to, the traffic on the railways of the board as may be, and if any damage to railway property or any such interference or interruption shall be caused by failure to remove any such temporary structures, erections, works, apparatus or appliances, the Corporation shall make good such damage and pay to the board the reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of such damage, interference or interruption:

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—cont.

(15) The Corporation shall be responsible for and make good to the board all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to, or reasonably incurred by, the board—

(a) in respect of damage to railway property by reason of the construction of the specified works or the failure of any specified works; or

(b) by reason of any act or omission of the Corporation or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the specified works;

and the Corporation shall effectively indemnify and hold harmless the board from and against all claims and demands arising out of, or in connection with, the construction of the specified works or any such act or omission as aforesaid, and the fact that any thing may have been done by the board on behalf of the Corporation, or in accordance with plans approved by the railway engineer, or in accordance with any requirement of the railway engineer, or under his supervision, shall not (if it was done without neglect or default on the part of the board or of any person in their employ or of their contractors or agents) excuse the Corporation from any liability under the provisions of this section:

Provided that the board shall give to the Corporation reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Corporation:

(16) Any difference arising between the Corporation or the engineer and the board or the railway engineer under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration.

For
protection of
Greater
London
Council.

49. For the protection of the council the following provisions shall, unless otherwise agreed in writing between the Corporation and the council, apply and have effect:—

(1) In this section, unless the subject or context otherwise requires—

“ council’s engineer ” means the director of public health engineering of the council or other officer duly authorised to exercise the functions of that officer;

“ sewer ” means the Battle Bridge Sewer (London Bridge section) of the London Bridge sewer outlet and other existing sewers of the council or any such sewers;

“ specified works ” means so much of the widening of Borough High Street (Work No. 2) and the foot-bridge (Work No. 3A) as will or may pass over, under, or by the side of, or interfere with, any sewer:

- (2) The Corporation shall not under the powers of this Act acquire compulsorily the two emergency waterpump platforms, and the machinery thereon or connected therewith, being the works on the lands numbered on the deposited plan 7 in the city and 2 in the London Borough of Southwark (which platforms and machinery are in this section referred to as “ the apparatus ”) but when removing the existing London Bridge shall at the Corporation’s expense remove all or part of the apparatus to such depot as may reasonably be specified by the council:
- (3) The Corporation shall not commence the construction of any of the specified works until they shall have given to the council 28 days’ notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with plans as described in paragraph (4) of this section (in this section referred to as “ the said plans ”) and until the council shall have signified their approval of the same (unless the council do not signify their approval, disapproval or other directions within 28 days after service of the said plans):
- (4) The plans to be submitted to the council for the purposes of this section shall be detailed plans, drawings, sections and specifications which shall describe the position and manner in which, and the level at which, the specified works are proposed to be constructed and shall describe the position as shown on the plans of the council of all sewers of the council within the limits of deviation of the specified works (for which purpose the council shall allow the Corporation access to those plans in order to enable the Corporation to obtain the requisite information) and shall comprise detailed drawings of any alteration which the Corporation propose to make in any such sewer:
- (5) The Corporation shall comply with, and conform to, all reasonable orders, directions and regulations of the council in the execution of the specified works, and shall

PART IV
—cont.

provide new, altered or substituted works in such manner as the council shall reasonably require for the proper protection of, and for preventing injury or impediment to, any sewer by reason of the specified works and shall indemnify the council against all expenses to be occasioned thereby:

- (6) All such new, altered or substituted works shall, where reasonably so required by the council, be done by, or under the direction, superintendence and control of, the council's engineer at the cost in all respects of the Corporation, and all costs, charges and expenses which the council may reasonably incur by reason of such works, whether in the execution of works, the preparation or examination of plans or designs, superintendence or otherwise, shall be paid to the council by the Corporation:
- (7) When any such new, altered or substituted works or any protective works connected therewith shall be completed by, or at the cost of, the Corporation under the provisions of this section the same shall thereafter be as fully and completely under the direction, jurisdiction and control of the council as any sewers now or hereafter may be:
- (8) Nothing in this Act shall extend to prejudice, diminish, alter or take away any of the rights, powers or authorities vested in the council in relation to sewers but all such rights, powers and authorities shall be as valid and effectual as if this Act had not been passed:
- (9) The council may require the Corporation, in constructing the specified works, to make any reasonable deviation within the limits of deviation of such works from the line or levels shown upon the said plans for the purpose of avoiding injury or risk of injury to the sewers of the council and the Corporation shall, in constructing such works, deviate from the line or levels thereof in accordance with any such reasonable requirement of the council:
- (10) The council's engineer may from time to time enter upon and inspect any works of the Corporation constructed under this Act under, or in the neighbourhood of, any street, or part of a street, in or under which he has reason to believe that there are any sewers and any works which under the provisions of this section are required to be constructed in accordance with plans, sections and specifications approved by the council:

- (11) The council may require such modifications to be made in the said plans as may be reasonably necessary to secure the Greater London sewerage system against interference or risk of damage and to provide and secure a proper and convenient means of access to the said sewers:
- (12) The Corporation shall be liable to make good all injury or damage caused by, or resulting from, the construction of the specified works to any sewers or to any drains or works vested in the council:
- (13) The approval by the council of any plans, or the superintendence by them of any work, under the provisions of this section shall not exonerate the Corporation from any liability or affect any claim for damages under this section or otherwise:
- (14) If the Corporation, in the construction of any of the specified works, alter, damage, or in any way interfere with, any sewer referred to in paragraph (1) of this section the Corporation shall—

(a) give to the council full, free and uninterrupted access at all times to any new, altered or substituted sewer which may be necessary in consequence of the construction of the specified works and every reasonable facility for the inspection, maintenance, alteration and repair thereof; and

(b) from time to time pay to the council any additional cost to which the council may reasonably be put in the maintenance, management or renewal of any such new, altered or substituted sewer:

Provided that if the cost of maintaining or managing any sewer is reduced, or the time for renewal of any sewer or part thereof is deferred, in consequence of the provision of any such new, altered or substituted sewer, a capitalised sum representing the saving in cost obtained thereby may be set off against any sum payable by the Corporation to the council under this section.

50. For the protection of certain statutory undertakers, the following provisions shall, unless otherwise agreed in writing between the Corporation and the statutory undertakers concerned, apply and have effect:—

- (1) In this section, unless the subject or context otherwise requires—

“ Act of 1950 ” means the Public Utilities Street Works Act 1950;

For protection of certain statutory undertakers.
1950 c. 39.

PART IV
—cont.
1882 c. 56.

“ apparatus ” means—

(a) electric lines and works (as respectively defined in the Electric Lighting Act 1882) belonging to, or maintained by, the Central Electricity Generating Board or the London Electricity Board;

(b) mains, pipes, valves, syphons, stopcocks or other works or apparatus belonging to, or maintained by, the North Thames Gas Board or the South Eastern Gas Board;

(c) mains, pipes, valves, hydrants, stopcocks or other works or apparatus belonging to, or maintained by, the Metropolitan Water Board; or

(d) hydraulic mains, pipes, valves or other apparatus belonging to the London Hydraulic Power Company;

and includes any works constructed for the lodging therein of apparatus;

“ in ” in a context referring to apparatus includes under, over, across, along or upon;

“ position ” includes depth;

“ statutory undertakers ” means—

the Central Electricity Generating Board;

the London Electricity Board;

the North Thames Gas Board;

the South Eastern Gas Board;

the Metropolitan Water Board; and

the London Hydraulic Power Company;

or any of them, and in relation to any apparatus or property means the statutory undertakers to whom the apparatus or property belongs, or by whom the apparatus is maintained, and in relation to the supply of electricity, gas or water means the statutory undertakers by whom the supply is provided;

“ street ” includes the existing London Bridge:

- (2) Notwithstanding anything in this Act or shown on the deposited plan or contained in the deposited book of reference, the Corporation shall not, under the powers of this Act, acquire any apparatus compulsorily, but nothing in this section shall prevent the termination of agreements with respect to apparatus laid in the existing London Bridge:
- (3) Subject to the provisions of this Act, the provisions of the code in Part II of the Act of 1950 shall apply and have effect in relation to the works authorised by this Act (other than works executed under section 26 (Power to pump water and use sewers, etc., for removing water))

of this Act) as if those works were included in section 21 (1) (a) of the Act of 1950 and were executed by the council of a borough for road purposes within the meaning of that Act and, without prejudice to the powers of the Corporation to require the execution of undertakers' works within the meaning of that Act, subsection (1) (f) of section 20 (General power to make subsidiary works) of this Act shall not apply to any apparatus to which the said section 21 of the Act of 1950 applies:

Provided that for the purposes of such application the said provisions shall have effect—

(a) so as to impose on the Corporation an obligation to deliver, with the notice to be given to the statutory undertakers concerned under paragraph 2 of Schedule 4 to the Act of 1950 before commencing works to which this paragraph relates, plans, sections and particulars of the works to be commenced; and

(b) as if accordingly, in the case of works to which this paragraph relates, the words between parentheses in paragraph 3 of the said schedule relating to a road alteration were omitted:

(4) Where a street in which any apparatus is situated has been permanently stopped up by the Corporation under the powers of the said section 20 the statutory undertakers shall, notwithstanding such stopping up, continue to have the same powers and rights in respect of the apparatus remaining in the land which by reason of the stopping up has ceased to be a street as they would have if it had remained a street, or the statutory undertakers may and, if reasonably required by the Corporation, shall—

(a) remove the apparatus and relay or replace it in such other position as the statutory undertakers may reasonably determine; or

(b) provide and lay or place in such other position as aforesaid other apparatus in place of the existing apparatus:

(5) The Corporation shall repay to the statutory undertakers the reasonable expenses incurred by the statutory undertakers in, or in connection with, the carrying out of such works as are referred to in sub-paragraphs (a) and (b) of the last foregoing paragraph (whether or not the Corporation have required those works to be carried out), including expenses so incurred in cutting off any apparatus from any other apparatus and in doing any work rendered necessary in consequence of carrying out the said works:

PART IV
—cont.

Provided that subsections (3) and (4) of section 23 of the Act of 1950 (which impose limitations on undertakers' rights to payment) shall, so far as applicable, extend and apply to any payment to be made by the Corporation under this paragraph as if the works in respect of which the payment is to be made were such undertakers' works as are referred to in the said subsection (3) and as if in that subsection, for the words "specified as so necessary in a specification of the works settled under Part I of the Fourth Schedule to this Act", there were substituted the words "agreed or settled by arbitration under section 50 (For protection of certain statutory undertakers) of the London Bridge Act 1967":

- (6) In exercising the powers of the said section 20 the Corporation shall cause as little inconvenience in relation to access by statutory undertakers to apparatus as the circumstances of the case will admit:
- (7) Notwithstanding anything in section 26 (Power to pump water and use sewers, etc., for removing water) of this Act, no use shall be made by the Corporation in the construction of the works authorised by this Act of pumping or other like modes of removing water except where reasonably necessary or in the case of emergency or unforeseen accident or for the purpose of removing rainwater or other trifling amounts of water, and the provisions of section 26 of the Act of 1950 (which deals with undertakers' works which are likely to affect other undertakers' apparatus) shall apply to and in relation to the laying down, taking up or altering of conduits, pipes or other works under the said section 26 as if executed for purposes other than road purposes:
- (8) The temporary stopping up or diversion of the whole or any part of the carriageway or footway of any street, or part of a street, under the powers of section 29 (Power to stop up ways temporarily) of this Act shall not prejudice or affect any right of the statutory undertakers—
 - (a) to maintain, operate, inspect, repair, renew or remove any apparatus which at the time of the stopping up or diversion is in the carriageway, footway or part thereof, as the case may be; or
 - (b) for the purpose of such maintenance, operation, inspection, repair, renewal or removal, to enter upon, break open or carry out works in that carriageway, footway or part thereof, as the case may be:
- (9) If by reason or in consequence of the execution by the Corporation of the works authorised by this Act any

damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of the statutory undertakers, or any interruption in the supply of electricity, gas or water by the statutory undertakers, shall be caused, the Corporation shall bear and pay the cost reasonably incurred by the statutory undertakers in making good such damage and shall—

(a) make reasonable compensation to the statutory undertakers for any loss sustained by them; and

(b) indemnify the statutory undertakers against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, the statutory undertakers;

by reason or in consequence of any such damage or interruption:

Provided that—

(i) nothing in this paragraph shall impose any liability on the Corporation with respect to any damage or interruption which may be attributable to the act, neglect or default of the statutory undertakers or their contractors or workmen;

(ii) the statutory undertakers shall give to the Corporation reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Corporation:

(10) The Corporation shall bear and pay any costs reasonably incurred by the statutory undertakers in the reasonable employment of watchmen and inspectors during the execution, under the powers of this Act, of any work which will or may interfere with, or affect, any apparatus:

(11) Any difference arising between the Corporation and the statutory undertakers under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration:

(12) The provisions of this section shall have effect notwithstanding anything in the Act of 1950.

51.—(1) Unless otherwise agreed in writing between the Corporation and the Postmaster General, the following provisions shall have effect:—

For protection
of Postmaster
General.

(a) Subject to the provisions of this Act, the provisions of the code in Part II of the Public Utilities Street Works Act 1950 shall apply and have effect in any case in which any telegraphic line belonging to, or used by, the

1950 c. 39.

PART IV
—cont.

Postmaster General to which section 21 of that Act applies is affected by works authorised by this Act as if those works were included in section 21 (1) (a) of that Act and were executed by the council of a borough for road purposes within the meaning of that Act:

Provided that for the purposes of such application the said provisions shall have effect—

(i) so as to impose on the Corporation an obligation to deliver, with the notice to be given to the Postmaster General under paragraph 2 of Schedule 4 to that Act before commencing works to which this paragraph relates, plans, sections and particulars of the works to be commenced; and

(ii) as if accordingly, in the case of works authorised by this Act, the words between parentheses in paragraph 3 of the said schedule relating to a road alteration were omitted:

(b) The Corporation shall not alter any telegraphic line belonging to, or used by, the Postmaster General, not being a telegraphic line to which section 21 of the said Act of 1950 applies, except in accordance with, and subject to, the provisions of paragraphs (1) to (8) of section 7 of the Telegraph Act 1878:

(c) For the purposes of paragraph (b) of this subsection, the expression “alter” has the same meaning as in the Telegraph Act 1878.

(2) Where in pursuance of the powers conferred by subsection (1) of section 20 (General power to make subsidiary works) of this Act, any street, or part of a street, is diverted or stopped up, the following provisions of this subsection shall, unless otherwise agreed in writing between the Corporation and the Postmaster General, have effect in relation to so much of any telegraphic line belonging to, or used by, the Postmaster General as is under, in, upon, over, along or across any land which by reason of the diversion or stopping up ceases to be a street (in this subsection referred to as “the affected line”), that is to say:—

(a) The power of the Postmaster General to remove the affected line shall be exercisable notwithstanding the diversion or stopping up of the street, or part of the street, so however that the said power shall not be exercisable as respects the whole or any part of the affected line after the expiration of a period of three months from the date of the sending of the notice referred to in subsection (3) of this section unless, before the expiration of that period, the Postmaster General has

given notice to the Corporation of his intention to remove the affected line or that part thereof (as the case may be);

PART IV
—cont.

- (b) The Postmaster General may by notice in that behalf to the Corporation abandon the affected line, or any part thereof, and shall be deemed, as respects the affected line, or any part thereof, to have abandoned it at the expiration of the said period of three months unless, before the expiration of that period, he has removed it or given notice of his intention to remove it;
- (c) The Postmaster General shall be entitled to recover from the Corporation the expense of providing in substitution for the affected line, and any telegraphic line connected therewith which is rendered useless in consequence of the removal or abandonment of the affected line, a telegraphic line in such other place as he may require;
- (d) Where, under paragraph (b) of this subsection, the Postmaster General has abandoned the whole or any part of the affected line, it shall vest in the Corporation, and the provisions of the Telegraph Acts 1863 to 1962 shall not apply in relation to it as respects anything done or omitted after the abandonment thereof.

(3) As soon as practicable after the whole or any part of a street has been diverted or stopped up in pursuance of the powers referred to in subsection (2) of this section, the Corporation shall send by post to the Postmaster General a notice informing him of the diversion or stopping up.

(4) The temporary stopping up or diversion of the whole or any part of the carriageway or footway of any street, or part of a street, under the powers conferred by subsection (1) of section 29 (Power to stop up ways temporarily) of this Act, shall not prejudice or affect any right of the Postmaster General—

- (a) to maintain, inspect, repair, renew or remove any telegraphic line belonging to, or used by, him which, at the time of the stopping up or diversion, was under, in, upon, over, along or across that carriageway or footway or part thereof, as the case may be; or
- (b) for the purpose of such maintenance, inspection, repair, renewal or removal, to enter upon, break open or carry out works in that carriageway or footway, or part thereof, as the case may be.

PART IV
—cont.

(5) Nothing in section 30 (Prohibition of undertakers' works in bridge) of this Act shall alter, prejudice or affect the rights and powers of the Postmaster General under the provisions of the Telegraph Acts 1863 to 1962, which rights and powers shall be exercised in accordance with the provisions of subsection (6) of this section in respect of the apparatus therein referred to.

(6) (a) The Corporation shall, in constructing the bridge and executing so much of Work No. 2 as consists of the widening over Montague Close and Tooley Street of the bridge carrying Borough High Street over Tooley Street, provide in such bridges for the telegraphic lines of the Postmaster General accommodation as specified in paragraph (b) of this subsection, and shall also provide such expansion chambers as the Postmaster General may reasonably require, and means whereby the Postmaster General may have access to such telegraphic lines after the same have been laid without breaking up or interfering with the surface of the road and footway of the bridge over Tooley Street and without breaking up or interfering with the carriageway of the road over London Bridge.

(b) The accommodation to be provided in each such bridge in pursuance of paragraph (a) of this subsection shall be for 68 ducts (including 32 ducts by way of replacement of existing ducts) each duct having an external diameter of not more than 5 inches.

(c) The accommodation to be provided by the Corporation under paragraph (b) of this subsection may be of such dimensions as may be agreed between the Postmaster General and the Corporation.

(d) The said accommodation, expansion chambers and means of access shall be provided in accordance with plans, sections and particulars to be previously submitted to and reasonably approved by the Postmaster General:

Provided that if within one month of the receipt of the said plans, sections and particulars the Postmaster General has not intimated his disapproval thereof or made any requirement with respect thereto he shall be deemed to have approved the same and the commencement of the construction of the bridge shall not be delayed for any longer period after the submission of the said plans, sections and particulars than is reasonable having regard to the circumstances.

(e) The cost of providing so much of the accommodation, expansion chambers and means of access as is required for ducts which will replace existing ducts shall be borne by the Corporation and any additional cost (if any) reasonably incurred by the Corporation in providing the remainder of the said accommodation, expansion chambers and means of access shall be repaid to

the Corporation by the Postmaster General in a single payment or in such other manner as may be agreed between the Corporation and the Postmaster General.

(f) The Postmaster General shall, before the Corporation complete the construction of the bridge and the execution of so much of Work No. 2 as is referred to in paragraph (a) of this subsection, lay down all such ducting and cable supports as may be required in the accommodation to be provided under this subsection for the purpose of the telegraphic lines of the Postmaster General.

(g) The work to be done by the Postmaster General under paragraph (f) of this subsection shall be completed as soon as reasonably practicable after the receipt by the Postmaster General of a notice from the Corporation that the accommodation provided for the said telegraphic lines in the bridge over Tooley Street or in London Bridge (as the case may be) is ready and in default thereof the Corporation may carry out the said work on behalf of, and at the expense of, the Postmaster General.

(h) The Postmaster General shall conform with the reasonable requirements of the Corporation as to the time or times at which and the manner in which the Postmaster General is to carry out the work under paragraph (f) of this subsection and the Corporation shall be entitled to superintend such work; the costs reasonably incurred by the Corporation in such superintendence shall be divided into sixty-eight parts and a sum equal to thirty-six of such parts shall be paid to the Corporation by the Postmaster General.

(i) Any question which may arise between the Postmaster General and the Corporation under this subsection shall be determined by arbitration.

(7) In this section—

“street” includes the existing London Bridge; and

“telegraphic line” has the same meaning as in the Telegraph Act 1878.

1878 c. 76.

52. Nothing in this Act shall exempt the Corporation from any of the provisions of the Thames River (Prevention of Floods) Acts 1879 to 1962, or diminish, alter, or in any way affect, the powers, rights, duties, responsibilities or obligations of any person or body under any of the provisions of those Acts.

Saving for Thames River (Prevention of Floods) Acts.

53. The provisions of the Town and Country Planning Act 1962, and any restrictions or powers thereby imposed or conferred in relation to land, shall apply and may be exercised in relation to any land, notwithstanding that the development thereof is, or may be, authorised or regulated by or under this Act.

Saving for town and country planning. 1962 c. 38.

PART IV
—cont.
Arbitration.
1965 c. 56.

54. Where under this Act any difference (other than a difference to which the provisions of Part I of the Compulsory Purchase Act 1965 apply) is to be referred to, or settled by, arbitration then, unless otherwise provided, such difference shall be referred to, and settled by, a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers.

Repeal and
amendment of
enactments.

55.—(1) The enactments in the Act of 1962 specified in column (1) of Part I of the Schedule to this Act are hereby repealed to the extent specified in column (2) thereof.

(2) The enactments in the Act of 1962 specified in column (1) of Part II of the Schedule to this Act shall have effect subject to the amendments specified in column (2) thereof.

Costs of Act.

56. The costs, charges and expenses preliminary to, and of and incidental to, the preparing, obtaining and passing of this Act shall be paid by the Corporation out of the rents and profits of the Bridge House Estates.

SCHEDULE

Section 55.

PART I

ENACTMENTS IN LONDON BRIDGE IMPROVEMENTS ACT 1962
REPEALED

1962 c. 1.

Enactment (1)	Extent of repeal (2)
Section 7 (Use of river bed etc. for bridge widening)	The whole section.
Section 19 (Power to construct works) ...	The descriptions of Works Nos. 1 and 2.
Section 20 (Limits of deviation) ...	The proviso.
Section 21 (Period for completion of Works Nos. 1 and 2)	The whole section.
Section 23 (Power to make subsidiary works affecting bridges)	The whole section.
Section 24 (Power to make subsidiary works in river Thames)	The whole section.
Section 31 (Lights on temporary works)	The whole section.
Section 32 (Abatement of works abandoned or decayed)	The whole section.
Section 33 (Damage to or destruction of works)	The whole section.
Section 35 (References to London Bridge to include widened bridge)	The whole section.
Section 37 (As to repair of widened road, etc.)	The whole section.
Section 41 (For protection of Proprietors of Hay's Wharf Limited and Hay's Wharf Limited)	Paragraphs (2) (b), (3), (5), (7), (8), (9), (10) and (11).
Section 42 (For protection of Fishmongers Company)	The whole section.
Section 43 (For protection of port authority and river users)	The whole section.
Section 44 (For protection of British Transport Commission)	The whole section.
Section 45 (For protection of London County Council)	Paragraphs (2), (3) and (16).

SCH.
—cont.
1962 c. 1.

PART II
ENACTMENTS IN LONDON BRIDGE IMPROVEMENTS ACT 1962
AMENDED

Enactment (1)	Amendment (2)
Section 39 (Notice to commissioner of police)	In subsection (1) the words “the street and bridge widening (Work No. 2) or” shall be omitted.
Section 40 (For protection of metropolitan borough councils of Bermondsey and Southwark)	In paragraph (1) for the words “the street and bridge widening (Work No. 2) and the foot-bridges over Tooley Street and Duke Street Hill” there shall be substituted the words “the footbridge over Tooley Street”.
Section 41 (For protection of Proprietors of Hay’s Wharf Limited and Hay’s Wharf Limited)	In paragraph (2) (c) the words “2 and” and the words “5 and” shall be omitted and in paragraph (6) the words “river or” shall be omitted.
Section 45 (For protection of London County Council)	In paragraph (1) the words “the street and bridge widening (Work No. 2) and” shall be omitted.

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London Bridge Act 1967

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SCHEDULE:

Part I—Enactments in London Bridge Improvements Act 1962 repealed.

Part II—Enactments in London Bridge Improvements Act 1962 amended.