



## CHAPTER cix.

An Act to confer upon the London and Home Counties Joint Electricity Authority powers to acquire lands and to construct a generating station and other works and for other purposes. A.D. 1927.  
[29th July 1927.]

**W**HEREAS by the London and Home Counties Electricity District Order 1925 (hereinafter called "the Order") the areas set out in the First Schedule to this Act were constituted a separate electricity district under the name of the London and Home Counties Electricity District (hereinafter called "the electricity district") for the purposes of the Electricity (Supply) Acts 1882 to 1922 :

And whereas by the Order there was established a joint electricity authority for the electricity district under the name of the London and Home Counties Joint Electricity Authority (hereinafter called "the Joint Authority") as a body corporate with perpetual succession and a common seal and power to hold land without licence in mortmain :

And whereas by the Electricity (Supply) Acts 1882 to 1926 it is the duty of the Joint Authority to provide or secure the provision of a cheap and abundant supply of electricity within the electricity district :

And whereas the demand for supplies of electricity within the electricity district which it is the duty of the Joint Authority to provide or secure is increasing

[Ch. cix.] *London and Home* [17 & 18 GEO. 5.]  
*Counties Joint Electricity Authority Act, 1927.*

A.D. 1927. rapidly and in order to enable the Joint Authority to meet such demand it is expedient to confer upon them the powers contained in this Act relative to the acquisition of lands the erection of a generating station and the execution of other works :

And whereas on the fourth day of June nineteen hundred and twenty-four the Minister of Health approved the Chiswick Riverside Lands Town Planning Scheme whereby the lands described in the Second Schedule to this Act belonging to the urban district council of Brentford and Chiswick (in this Act called "the Chiswick Council") together with other adjoining lands were reserved for playing fields subject to the provisions of any lease or agreement which might be entered into by the Chiswick Council with the approval of the Minister of Health for the working of any gravel sand or other minerals on or under the said lands :

And whereas it is expedient that the Chiswick Riverside Lands Town Planning Scheme should be varied and amended so as to exclude therefrom the lands referred to in this Act :

And whereas by an agreement dated the sixteenth day of March nineteen hundred and twenty-seven and made between the Chiswick Council under their former name of the urban district council of Chiswick of the one part and the Joint Authority of the other part a copy of which is set forth in the Third Schedule to this Act the Chiswick Council have agreed to convey to the Joint Authority the lands therein described for the consideration and upon and subject to the terms and conditions therein stated and it is expedient to confirm the said agreement and to empower the Joint Authority to acquire other lands in order to carry the said agreement into effect :

And whereas it is expedient that the other powers mentioned in this Act should be conferred upon the Joint Authority and that such other provisions should be made as are in this Act contained :

And whereas plans and sections showing the lands required or which may be taken for the purposes or under the powers of this Act and the lines and levels of certain works authorised by 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 in the month of March nineteen hundred and twenty-seven deposited with the clerk of the peace for the county of Middlesex and are hereinafter called the deposited plans sections and book of reference :

A.D. 1927.

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

1. This Act may be cited as the London and Home Counties Joint Electricity Authority Act 1927.

Short title.

2. This Act shall be deemed to be a special Act within the meaning of the principal Acts as defined by this Act but section 81 of the schedule to the Electric Lighting (Clauses) Act 1899 shall not apply to any generating station erected on the lands described in the Second Schedule to this Act or to the works constructed under the powers of this Act.

Application of Electric Lighting Acts.

3. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act) are incorporated with and form part of this Act (that is to say) :—

Incorporation of Acts.

(1) The Lands Clauses Acts with the following exception and modification :—

(a) Section 127 of the Lands Clauses Consolidation Act 1845 (relating to the sale of superfluous lands) is not incorporated with this Act ;

(b) The bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Joint Authority and shall be sufficient without the addition of the sureties mentioned in that section :

(2) The clauses and provisions of the Railways Clauses Consolidation Act 1845 with respect

[Ch. cix.] *London and Home Counties Joint Electricity Authority Act, 1927.* [17 & 18 GEO. 5.]

A.D. 1927.

to the temporary occupation of lands near the railway during the construction thereof and section 16 (Works which may be executed) of that Act :

Provided that in the provisions with respect to the temporary occupation of lands near the railway during the construction thereof for the purposes of this Act "the railway" and "the work" mean the generating station and the works authorised by this Act and "the centre of the railway" means the centre of such station and works respectively :

- (3) The provisions of sections 14 15 24 28 99 and 100 of the Harbours Docks and Piers Clauses Act 1847.

Interpre-  
tation.

4.—(1) In this Act the several words and expressions to which meanings are assigned by the principal Acts or the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

(2) In this Act unless the subject or context otherwise requires—

"The Order" means the London and Home Counties Electricity District Order 1925 ;

"The Joint Authority" means the London and Home Counties Joint Electricity Authority established and incorporated by the Order ;

"The electricity district" means the London and Home Counties Electricity District constituted by the Order ;

"The principal Acts" means the Electricity (Supply) Acts 1882 to 1926 and the schedule to the Electric Lighting (Clauses) Act 1899 as applied to the Joint Authority by the Order and as varied by this Act ;

"The generating station" means any generating station or stations erected by the Joint Authority on the lands described in the Second Schedule to this Act or on any part of those lands ;

"The arbitrator" means the arbitrator or tribunal to whom any question of disputed purchase

money or compensation may be referred under the provisions of this Act; A.D. 1927.

“The town planning scheme” means the Chiswick Riverside Lands Town Planning Scheme dated the fourth day of June nineteen hundred and twenty-four (No. 68784) approved by the Minister of Health;

“The Chiswick Council” means the urban district council of Brentford and Chiswick;

“The scheduled agreement” means the agreement dated the sixteenth day of March nineteen hundred and twenty-seven and made between the Chiswick Council of the one part and the Joint Authority of the other part a copy of which is set forth in the Third Schedule to this Act;

“The Lands Clauses Acts” means the Lands Clauses Acts as varied by the Acquisition of Land (Assessment of Compensation) Act 1919 and for the purposes of the Lands Clauses Acts as defined by this Act the Joint Authority shall be deemed to be a public authority;

“The Port Authority” means the Port of London Authority.

5. Subject to the provisions and for the purposes of this Act the Joint Authority may enter upon take and use the lands delineated on the deposited plans and described in the deposited book of reference. Acquisition of lands.

6. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Joint Authority of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Joint Authority and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:— Owners may be required to sell parts only of certain lands and buildings.

- (1) The owner of and persons interested in any of the properties numbered 4 and 10 on the deposited plans and whereof a portion only is

A.D. 1927.

required for the purposes of the Joint Authority or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Joint Authority that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Joint Authority such portion only without the Joint Authority being obliged or compellable to purchase the whole the Joint Authority paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Joint Authority allege that such portion cannot be so severed the arbitrator shall in addition to the other questions required to be determined by him determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Joint Authority have compulsory powers of purchase) can be so severed:
- (4) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Joint Authority the portion so determined to be severable without the Joint Authority being obliged or compellable to purchase the whole the Joint Authority paying such sum for the portion taken by them including compensation for any damage sustained by the owner by



severance or otherwise as shall be awarded by the arbitrator : A.D. 1927.

- (5) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the arbitrator may in his absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not he shall determine that any other portion can be so severed) the Joint Authority may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Joint Authority in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the arbitrator shall having regard to the circumstances of the case and his final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

[Ch. cix.] *London and Home* [17 & 18 GEO. 5.]  
*Counties Joint Electricity Authority Act, 1927.*

A.D. 1927.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Persons  
under  
disability  
may grant  
easements  
&c.

7. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may (if they think fit) subject to the provisions of those Acts and of this Act grant to the Joint Authority any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Correction  
of errors in  
deposited  
plans and  
book of  
reference.

8. If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Joint Authority after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the county of Middlesex for the correction thereof and if it appear to the justices that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county of Middlesex and a duplicate thereof shall also be deposited with the clerk of the Chiswick Council and such certificate and duplicate respectively shall be kept by such clerk of the peace and clerk of the council with the other documents to which the same relate and thereupon the deposited plans and the deposited book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Joint Authority to take the lands and execute the works in accordance with such certificate.

Power to  
Joint  
Authority  
to enter  
upon pro-  
perty for  
survey and  
valuation.

9. The Joint Authority and their officers and workmen and any person duly authorised in writing under the hand of the clerk of the Joint Authority may at all reasonable times in the day upon giving in writing for the first time twenty-four hours and afterwards twelve hours previous notice enter upon and into the lands and



buildings which may be taken or used under the powers of this Act or any of them for the purpose of surveying and valuing the said lands and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and buildings. A.D. 1927.

10.—(1) All private rights of way over any lands which the Joint Authority are authorised by this Act to acquire compulsorily shall as from the date of the acquisition of such lands by the Joint Authority be extinguished. As to private rights of way over lands taken compulsorily.

(2) Provided that the Joint Authority shall make full compensation to all persons interested in respect of any such rights and such compensation shall be settled in manner provided by law with reference to the taking of lands otherwise than by agreement.

11. The arbitrator shall if so required by the Joint Authority award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Joint Authority by the claimant giving sufficient particulars and in sufficient time to enable the Joint Authority to make a proper offer and if the arbitrator shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Joint Authority have been prejudiced thereby the arbitrator shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant: Costs of arbitration in certain cases.

Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Joint Authority to amend the statement in writing of the claim delivered by him to the Joint Authority in case of discovery of any error or mistake therein or for any other reasonable cause such error or mistake or cause to be established to the satisfaction of the judge after hearing the Joint Authority if they object to the amendment and such amendment shall be subject to such terms enabling the Joint Authority to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case:

[Ch. cix.] *London and Home* [17 & 18 GEO. 5.]  
*Counties Joint Electricity Authority Act, 1927.*

A.D. 1927.

Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Compensation in cases of recently altered buildings.

**12.** In settling any question of disputed purchase-money or compensation under this Act the arbitrator settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in lands created after the nineteenth day of November one thousand nine hundred and twenty-six if in the opinion of the arbitrator the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view of obtaining or increasing compensation under this Act.

Period for compulsory purchase of lands.

**13.** The powers of the Joint Authority for the compulsory purchase or taking of lands for the purposes of this Act shall cease after the expiration of three years from the first day of October nineteen hundred and twenty-seven.

Confirmation of scheduled agreement and purchase of lands.

**14.—(1)** The scheduled agreement is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such alterations (if any) as may be agreed between the Chiswick Council and the Joint Authority in writing under their respective common seals :

Provided that the purchase of the land to be conveyed to the Joint Authority under the scheduled agreement shall not be completed and that agreement shall not be carried into effect until it has been determined by or under a scheme prepared and adopted under section 4 of the Electricity (Supply) Act 1926 that the generating station when erected shall be a selected station within the meaning of that Act.

(2) The Joint Authority shall not under the powers of this Act acquire the interest of the Chiswick Council in any of the lands shown on the deposited plans except subject to and in accordance with the scheduled agreement.

(3) The Joint Authority may by agreement acquire the lands to be conveyed by them to the Chiswick Council under the scheduled agreement.

**15.** The Joint Authority may on the lands described in the Second Schedule to this Act or on any part or parts thereof erect maintain work and use a generating station or stations and works for the generation storage transformation distribution conversion and supply of electricity and buildings steam and other engines dynamos batteries machinery apparatus works and appliances in connection with or for the purposes of any such generating stations or works but the Joint Authority shall not erect any cooling towers on the said lands or on any lands acquired by them under the powers of this Act :

A.D. 1927.

—  
Erection of  
generating  
station.

Provided that nothing in this section shall relieve the Joint Authority from the necessity for obtaining the consent of the Electricity Commissioners under section 11 of the Electricity (Supply) Act 1919 as amended by section 13 of the Electricity (Supply) Act 1922 to the establishment of any generating station upon the said lands :

Provided also that the generating station shall not be erected and the works referred to in the section of this Act of which the marginal note is " Power to construct additional works " shall not be constructed unless and until a scheme has been prepared and adopted under section 4 of the Electricity (Supply) Act 1926 determining that the station when erected shall be a selected station within the meaning of that Act.

**16.** The Joint Authority may in the urban district of Brentford and Chiswick in the county of Middlesex make and maintain work and use in the lines and according to the levels shown on the deposited plans and sections the works hereinafter described with all proper and necessary sidings approaches works and conveniences connected therewith (that is to say) :—

Power to  
construct  
additional  
works.

Work A (a railway siding 3 furlongs 8·60 chains in length) commencing by a junction with the Southern Railway (between Chiswick and Barnes) at a point 90 yards or thereabouts measured in a north-westerly direction from the bridge carrying the Great Chertsey Road over the said railway and terminating in Duke's Meadows at the north-western boundary of the property occupied with Green's boat-house situate near to the north-western end of Barnes railway bridge;

A.D. 1927.

Work B (a railway siding 1 furlong 2·30 chains in length) commencing by a junction with the Southern Railway at a point 275 yards or thereabouts measured in a north-westerly direction from the bridge carrying the Great Chertsey Road over that railway and terminating by a junction with Work A at a point 5 yards or thereabouts measured in a north-westerly direction from that bridge;

Work C (a dock and entrance channel thereto) commencing in Duke's Meadows at a point 125 yards or thereabouts measured in a westerly direction from the said boat-house situate near to the north-western end of Barnes railway bridge and terminating in the river Thames;

Work D (a bridge over the entrance channel authorised by this Act);

Work E (a water channel partly open and partly closed) commencing near to the centre of the river Thames at a point 450 yards or thereabouts measured in a south-westerly direction along the centre of the said river from Barnes railway bridge proceeding thence to and through Duke's Meadows and terminating at a point near to the centre of the river Thames 65 yards or thereabouts measured in a south-westerly direction along the centre of that river from the said railway bridge;

Work F (a closed water channel) commencing in Duke's Meadows by a junction with Work E authorised by this Act and terminating near to the centre of the river Thames at a point 250 yards or thereabouts measured in a south-westerly direction along the centre of that river from the Barnes railway bridge.

Certain works to be private works.

17. Notwithstanding anything contained in this Act or in any Act incorporated therewith the dock and entrance channel thereto (Work C) by this Act authorised shall be private works and the said dock and entrance channel shall not be used as a public dock and channel.

Limits of deviation.

18. In the construction of the works authorised by this Act the Joint Authority may deviate from the

lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and from the levels thereof as shown on the deposited sections to any extent not exceeding five feet either upwards or downwards. A.D. 1927.

19. Any generating station to be erected under the powers of this Act shall be exempt from the operation of any public or local Act or any byelaw made thereunder relating to the construction cubical extent height or position of or to open spaces about buildings or to temporary buildings but any generating station to be so erected shall be constructed with due regard to the position thereof in relation to neighbouring buildings and to air spaces about the same and for the protection from fire and the Joint Authority shall comply with any reasonable requirements of the local authority in reference to such matters and in the event of the Joint Authority not agreeing to any requirements of such authority under this section the difference shall be settled by arbitration under the Electric Lighting Act 1882 : Exemption of generating station from byelaws &c.

Provided that this section shall not be deemed to exempt any such generating station from the operation of the Factory and Workshop Act 1901.

20. Nothing contained in the town planning scheme shall operate to prevent the Joint Authority from acquiring for the purposes of this Act the lands and easements which they are by this Act authorised to acquire or which may be conveyed to them under this Act or the scheduled agreement and the lands so acquired or conveyed and the lands in respect of which easements are so acquired or conveyed shall when used for the purposes of this Act be deemed to be excluded from the provisions of the town planning scheme. Amendment of town planning scheme.

21. If by the expiration of five years from the passing of this Act it shall not have been determined by or under a scheme prepared and adopted under section 4 of the Electricity (Supply) Act 1926 that the generating station when erected shall be a selected station within the meaning of that Act the powers of this Act shall thereupon cease. Cesser of powers.



A.D. 1927.  
—  
Agreement  
with Con-  
crete Ag-  
gregates  
Limited.

**22.** The Joint Authority and Concrete Aggregates Limited (in this section called "the company") may enter into and carry into effect agreements for and in relation to the surrender by the company and the acquisition by the Joint Authority of all the interest of the company in the lands described in the Second Schedule to this Act and the terms and conditions upon and subject to which such surrender and acquisition shall take effect and any such agreement may provide for the excavation and refilling of the whole or any part of the lands described in the said schedule and the disposal of materials excavated therefrom.

Restrictions  
on user of  
station.

**23.** For the protection of the urban district council of Barnes and others the following provisions shall apply and have effect (that is to say) :—

- (1) Reserve stocks of coal at the generating station shall be kept under water;
- (2) The Joint Authority shall not tip any coal directly from wagons on the lands to be acquired by them under the powers of this Act except under cover.

Power to  
abstract  
water from  
river  
Thames.

**24.**—(1) Subject to the provisions of the section of this Act of which the marginal note is "For protection of the Port Authority" the Joint Authority may abstract water from the river Thames and may utilise the same for condensing and other purposes of any generating station docks and works constructed upon the lands described in the Second Schedule to this Act:

Provided that all water so utilised and not consumed shall be returned to the river in a condition as pure as when it was abstracted.

(2) The Port Authority and the Joint Authority may enter into and carry into effect agreements for and with reference to any matter mentioned in the foregoing provisions of this section including provisions for the payment by the Joint Authority to the Port Authority of annual or other sums in consideration of the taking of such water and for the making of compensation to the Port Authority in respect of any damage or detriment to the river or the navigable channel thereof and the Joint Authority shall not commence to abstract

water from the river Thames until the completion of such an agreement as aforesaid and then only in accordance with the terms and conditions of that agreement.

A.D. 1927.

(3) If the Port Authority shall decline to enter into any such agreement or if the Port Authority shall decline to enter into any such agreement otherwise than on terms and conditions which in the opinion of the Joint Authority shall be unreasonable the Joint Authority may appeal to the Minister of Transport who may make such order in the matter as he shall think equitable and any such order shall be final and binding on both parties.

(4) The provisions of this section shall not apply to any part of the river Thames which is above the landward limit of the Port of London as defined in the First Schedule to the Port of London (Consolidation) Act 1920.

**25.**—(1) Notwithstanding anything contained in this Act or shown on the deposited plans all works authorised by this Act (whether temporary or permanent) which shall be situate in on under or over the river Thames or the bed shores or banks thereof shall be constructed only in accordance with plans elevations and sections to be previously approved in writing by the Port Authority under the hand of their secretary and shall be executed to the satisfaction and be subject in all respects to the approval and requirements of the engineer of the Port Authority :

For protec-  
tion of Port  
Authority.

Provided that if the Port Authority shall not within one month of the delivery of such plans elevations and sections express their disapproval thereof they shall be deemed to have approved the same.

(2) If in the opinion of the Joint Authority the Port Authority shall unreasonably fail or refuse to give any approval required by this section or shall attach any condition to such approval which in the opinion of the Joint Authority is unreasonable or if in the opinion of the Joint Authority the said engineer shall unreasonably fail or refuse to give any approval so required or shall make any requirement which in the opinion of the Joint Authority is unreasonable the Joint Authority may appeal against such failure

[Ch. cix.] *London and Home* [17 & 18 GEO. 5.]  
*Counties Joint Electricity Authority Act, 1927.*

A.D. 1927. refusal condition or requirement to the Minister of Transport and the decision of the Minister of Transport shall be final and binding on both parties.

(3) Nothing contained in this Act shall be deemed to authorise the Joint Authority to acquire any part of the bed soil banks or shores of the River Thames which is vested in the Port Authority without the consent of the Port Authority or to execute any works by this Act authorised which may affect the said river or the bed soil banks or shores thereof otherwise than in accordance with the provisions of the Port of London (Consolidation) Act 1920.

For protec-  
tion of  
Royal  
Botanic  
Gardens  
Kew.

26. The Joint Authority shall construct equip and use the generating station and works authorised by this Act in such a manner as shall not injuriously affect in any respect the Royal Botanic Gardens Kew and with a view to the protection of the said gardens the Minister of Agriculture and Fisheries or any officer duly authorised in writing under the hand of the Secretary of the Ministry of Agriculture and Fisheries may from time to time enter upon and inspect the said generating station and works and if on such inspection it appears that proper precautions are not being adopted for the due consumption of smoke and for preventing as far as practicable the evolution of oxides of sulphur and generally for the prevention of nuisance in relation to the said gardens he may (without prejudice to any other remedy) lodge a complaint with the Electricity Commissioners who shall upon being satisfied as to the reasonableness of the complaint require the Joint Authority to carry out such works and do such things as may be necessary in the circumstances and the Joint Authority shall without delay carry out the requirements of the said Commissioners.

For protec-  
tion of  
Southern  
Railway  
Company.

27. For the protection of the Southern Railway Company (in this section referred to as "the company") the following provisions shall unless otherwise agreed in writing between the Joint Authority and the company apply and have effect (that is to say):—

(1) Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the Joint Authority shall not without the previous consent in writing of the company

A.D. 1927.

enter upon take use or in any way alter or interfere with either temporarily or permanently any lands or property belonging to the company :

- (2) To enable the company to ascertain that any works executed by the Joint Authority under the powers of this Act or upon lands acquired by them under such powers and involving any excavation within fifty yards of the centre line of the railway of the company shall not affect the stability of the embankment upon which their railway is constructed plans sections and specifications of such works shall be previously submitted by the Joint Authority to the company and such works shall be executed only in accordance with plans sections and specifications approved by the company or failing such approval settled by an engineer 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 :

Provided that if within one month from the submission to them of such plans sections and specifications as aforesaid the company do not in writing express their disapproval thereof they shall be deemed to have approved the same.

28.—(1) The Joint Authority shall not under the powers of this Act provide construct equip or alter or use any generating station sub-station transformer station building plant machinery electric main appliance work or apparatus or use or permit to be used transmit convert or transform any electrical energy in such manner as to affect injuriously in any respect whatever either by vibration or obstruction or smoke or by electric or electro-magnetic action or influence or by any means whatsoever whether similar to those enumerated or not the magnetic observatory at Abinger in the county of Surrey or any other property at Abinger held in connection therewith and belonging to or under the control of the Admiralty or any instrument or apparatus in or adjacent to the observatory and used in or in connection with the observatory or such other property or the efficient working of any such instrument.

For protection of Admiralty.

[Ch. cix.] *London and Home* [17 & 18 GEO. 5.]  
*Counties Joint Electricity Authority Act, 1927.*

A.D. 1927.

(2) This section shall be in addition to and not in abrogation of any existing right of His Majesty and the Admiralty may without prejudice to any other remedy proceed under the Admiralty Suits Act 1868 in respect of any breach of the provisions of this section and the court may in any such proceedings grant such relief by way of injunction damages or otherwise as the case may require.

(3) The Admiralty may in their discretion by writing under the hand of their secretary deputy secretary or one of their assistant secretaries and upon such terms and conditions as they may think fit dispense with any of the foregoing provisions of this section that they may consider for the time being unnecessary.

Restriction  
on use of  
river for  
carriage of  
coal.

**29.** Except in cases of emergency the Joint Authority shall not make use of the river Thames above Putney Bridge for the carriage of coal or other fuel to the generating station nor shall they (except as aforesaid) use at the generating station any coal or other fuel which shall have been conveyed on the river Thames to or to the neighbourhood of the site of the generating station but this restriction shall not apply to the carriage of coal in vessels brought to the site for the purpose of removing ashes therefrom.

Exclusion of  
section 13 of  
Electricity  
(Supply)  
Act 1926.

**30.** A generating station erected under this Act shall not be deemed nor shall the site or intended site of any such generating station be deemed to be an existing generating station for the purposes of section 13 of the Electricity (Supply) Act 1926.

Costs of  
Act.

**31.** All costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act shall be paid by the Joint Authority out of moneys to be borrowed by the Joint Authority under the Order but may in the first instance be paid by the Joint Authority as part of their administrative expenses and moneys so paid shall be recouped by and charged to the moneys to be borrowed under the Order.



The SCHEDULES referred to in the foregoing Act.

A.D. 1927.

---

FIRST SCHEDULE.

---

THE LONDON AND HOME COUNTIES ELECTRICITY DISTRICT.

The administrative county of London that is to say the City of London (including the places known as the Inner Temple and the Middle Temple) and the metropolitan boroughs of Battersea Bermondsey Bethnal Green Camberwell Chelsea Deptford Finsbury Fulham Greenwich Hackney Hammersmith Hampstead Holborn Islington Kensington Lambeth Lewisham Paddington Poplar St. Marylebone St. Pancras Shoreditch Southwark Stepney Stoke Newington Wandsworth Westminster and Woolwich;

The administrative county of Middlesex;

The county boroughs of Croydon East Ham and West Ham;

So much of the administrative county of Berks as comprises—

The municipal borough of New Windsor;

The parish of Old Windsor in the rural district of Windsor;

So much of the administrative county of Buckingham as comprises—

The urban districts of Beaconsfield Eton and Slough;

The rural district of Eton;

The parishes of Amersham Chalfont St. Giles Chalfont St. Peter's Chenies and Penn Coleshill Hamlet and Seer Green Chapelry in the rural district of Amersham;

So much of the administrative county of Essex as comprises—

The municipal boroughs of Ilford and Leyton;

The urban districts of Barking Town Brentwood Buckhurst Hill Chingford Epping Grays Thurrock Loughton Romford Tilbury Waltham Holy Cross Walthamstow Wanstead and Woodford;

The rural districts of Billericay Epping Ongar Orsett and Romford;

[Ch. cix.] *London and Home* [17 & 18 GEO. 5.]  
*Counties Joint Electricity Authority Act, 1927.*

A.D. 1927.

So much of the administrative county of Hertford as comprises—

The city of St. Alban;

The municipal borough of Hertford;

The urban districts of Barnet Cheshunt Chorley-wood  
East Barnet Valley Harpenden Hoddesdon and Ware;

The rural districts of Barnet Hatfield Hertford  
St. Alban's Ware and Welwyn the detached part  
(lying between the rural districts of Ware and Epping)  
of the parish of High Wych in the rural district of  
Hadham;

The parish of Flaunden in the rural district of Hemel  
Hempsted;

So much of the urban district of Rickmansworth and the rural  
district of Watford as are not included in the authorised  
area of supply of the Corporation of Watford as consti-  
tuted at the date of the Order;

So much of the administrative county of Kent as com-  
prises—

The municipal boroughs of Bromley and Gravesend;

The urban districts of Beckenham Bexley Chislehurst  
Crayford Dartford Erith Northfleet Penge Sevenoaks  
and Sidcup;

The rural districts of Bromley and Dartford;

The parishes of Brasted (excluding the detached portion)  
Chevening Dunton Green Halstead Kemsing Otford  
Riverhead Seal Sevenoaks Weald Shoreham Sun-  
dridge and Westerham in the rural district of  
Sevenoaks;

So much of the administrative county of Surrey as com-  
prises—

The municipal boroughs of Guildford Kingston-upon-  
Thames Reigate Richmond and Wimbledon;

The urban districts of Barnes Beddington and Wallington  
Carshalton Caterham Chertsey Coulsdon and Purley  
Dorking East and West Molesey Egham Epsom Esher  
and the Dittons Ham Leatherhead Merton and Morden  
Mitcham Surbiton Sutton The Maldens and Coombe  
Walton-upon-Thames Weybridge and Woking;

The rural district of Epsom;

The parishes of Bisley Byfleet Pyrford and Thorpe in  
the rural district of Chertsey;

The parishes of Dorking Rural Effingham and Mickleham  
in the rural district of Dorking;

The parishes of Addington Betchingley Chelsham  
Crowhurst Farleigh Godstone (except the detached

portion) Limpsfield Oxted Tandridge (except so much of the said parish as lies to the south of an imaginary straight line drawn from the point where the western boundary of the said parish joins the southern boundary of the parish of Godstone to the point where the eastern boundary of the said parish joins the southern boundary of the parish of Crowhurst) Tatsfield Titsey Warlingham and Woldingham in the rural district of Godstone;

The parishes of Artington East Clandon East Horsley Merrow Ockham Pirbright Send and Ripley West Clandon West Horsley Wisley and Worplesdon and part of the parish of Compton in the rural district of Guildford;

The parishes of St. Martha (Chilworth) and Shalford in the rural district of Hambledon; and

The parishes of Betchworth Buckland Chaldon Chipstead Gatton Merstham Nutfield and Walton-on-the-Hill and Kingswood Liberty in the rural district of Reigate.

---

## SECOND SCHEDULE.

---

### LANDS FOR GENERATING STATION.

A piece of land containing forty-four acres and two roods or thereabouts being part of Duke's Meadows in the urban district of Brentford and Chiswick in the county of Middlesex situate on the south-westerly side of the Southern Railway and the south-easterly side of the Great Chertsey Road and bounded as follows:—

- (a) On the north-easterly side by the fence on the south-westerly side of the Southern Railway from the north-western boundary of the property occupied with Green's boat-house situate near to the north-western end of Barnes railway bridge to a point ten yards or thereabouts south-east of the bridge carrying the Great Chertsey Road over the said railway;
- (b) On the north-westerly side by an imaginary line extending from the said fence to a point three hundred yards or thereabouts measured in a south-westerly direction such line being parallel to at a distance of twenty yards or thereabouts from and on the south-easterly side of the centre line of the Great Chertsey Road;
- (c) On the south-westerly side by an imaginary line running in a south-easterly direction from the last-mentioned point generally parallel to and at a distance of three

A.D. 1927.

hundred and seven yards or thereabouts from the centre line of the Southern Railway to a point six hundred and eighty-three yards or thereabouts from the Great Chertsey Road;

- (d) On the south-easterly side by an imaginary line drawn from the last-mentioned point and running generally parallel to and at a distance of sixty-seven yards or thereabouts from Trinity high-water mark on the Middlesex side of the River Thames to a point fifty-seven yards or thereabouts south of the western corner of the property occupied with the said boat-house thence to that corner and thence along the north-western boundary of such property to the boundary fence of the Southern Railway.

---

### THIRD SCHEDULE.

---

Stamp.

Ten  
shillings.

AGREEMENT made the sixteenth day of March one thousand nine hundred and twenty-seven between the URBAN DISTRICT COUNCIL OF CHISWICK in the county of Middlesex (hereinafter called "the council") of the one part and the LONDON AND HOME COUNTIES JOINT ELECTRICITY AUTHORITY whose offices are situate at No. 5 Millbank in the city of Westminster (hereinafter called "the Authority") of the other part.

Whereas the council are the owners in fee simple of the lands known as the Duke's Meadows at Chiswick aforesaid and the Authority are desirous of acquiring a portion thereof for the purpose of the erection of a generating station for the supply of electricity in their area.

And whereas the council have agreed to transfer to the Authority an area of forty-four acres two roods and twenty-four poles or thereabouts of the Duke's Meadows in exchange for the Mansion House known as Chiswick House and other property which the Authority have by an agreement made between the Duke of Devonshire (hereinafter called "the Duke") of the one part and the Authority of the other part agreed to purchase from the Duke and for the further consideration hereinafter mentioned.

Now it is hereby agreed between the parties hereto as follows:—

1. The council shall convey to the Authority in fee simple the plot of land (hereinafter called "the site") situate at the

Duke's Meadows Chiswick more particularly shown on the plan annexed hereto and thereon edged green containing forty-four acres two roods and twenty-four poles or thereabouts subject to and with the benefit of a certain agreement dated the twenty-fourth day of July one thousand nine hundred and twenty-four made between the council of the one part and Concrete Aggregates Limited of the other part so far as it affects the site. A.D. 1927.

2. The title to be shown by the council to the site shall commence with the same document as the title shown to the council on their purchase from the Duke in the year one thousand nine hundred and twenty-three of land which included the site.

3. In consideration of the conveyance to be made by the council as aforesaid the Authority shall arrange for the conveyance to the council in fee simple free from all cost to the council (including stamp duties) and with such title thereto as is agreed to be shown by the Duke to the Authority of the premises known as Chiswick House and grounds more particularly shown on the aforesaid plan and thereon edged red but excluding the portion of land marked "Gate House" and thereon edged green subject to and with the benefit of a certain lease granted by the Duke to Thomas Seymour Tuke and Charles Molesworth Tuke which expires on the twenty-fourth day of June one thousand nine hundred and twenty-eight. Such conveyance shall be subject to such stipulations and restrictions and shall contain such covenants and provisions as are mentioned in the said agreement between the Duke and the Authority including a provision that the Duke shall be permitted to remove from the aforesaid house two chimney-pieces with grates and over-mantels complete and also six statues or ornaments from the aforesaid grounds.

4. Each of the conveyances hereinbefore referred to shall be completed on the eleventh day of November one thousand nine hundred and twenty-seven at the office No. 21 Buckingham Gate of Messrs. Currey and Company the solicitors for the Duke.

5. Notwithstanding anything contained in the Act of Parliament hereinafter referred to the Authority shall not acquire compulsorily from the council any of the lands numbered 11 12 14 15 17 18 20 and 21 on the deposited plans in respect of the Bill for the said Act and belonging to the council but the council shall in consideration of the premises grant to the Authority easements for the construction maintenance and use by the Authority in or upon the said lands of the entrance channel to the dock (Work C) of the bridge (Work D) and of the water channels (Works E and F) authorised by the said Act. The positions and capacity of such channels within the limits of deviation prescribed by the said Act and the method of constructing the same shall be agreed between the respective engineers of the council and the Authority at a later date and in case they fail to agree before the eleventh day of November one thousand



A.D. 1927. — nine hundred and twenty-seven shall be determined by arbitration under the last clause hereof.

6.—(a) The council shall be at liberty (but subject to their first obtaining the consents of all necessary parties other than the Authority for the purpose including the consent of the Southern Railway Company in respect of any works affecting the property of that company) to construct—

(i) a roadway promenade and embankment commencing at a point on the south-westerly side of the Southern Railway immediately opposite the southerly termination of the existing roadway promenade constructed by the council on their lands on the north-easterly side of the said railway and terminating at the north-easterly termination of the bridge (Work D) authorised by the said Act; and

(ii) a subway under the railway of the Southern Railway Company at Barnes Bridge in a position to be agreed between the parties hereto or in default of agreement to be determined as aforesaid connecting the roadway promenade and embankment described in the last preceding sub-paragraph with the existing roadway promenade in the said sub-paragraph also described.

(b) Subject to the previous consent of the Southern Railway Company and of all other necessary parties (if any) other than the Authority the said subway under the said railway may be constructed by the council of a width not exceeding thirty feet and of a height suitable for vehicular traffic subject to the physical limitations of the said railway and the adjoining roadways.

(c) The works which the council shall be at liberty to construct under this clause shall if constructed be constructed in accordance with such plans sections elevations and specifications and at such time or times (preferably concurrently with the execution by the Authority of any works which the Authority may be empowered or entitled to construct upon the site) as may be approved by the Authority such approval not to be unreasonably withheld.

(d) The Authority shall repay to the council the cost of the construction of such of the several works referred to in paragraph (a) of this clause as may be constructed by the council. The said cost shall be the actual net cost to the council of the materials comprised in the said works and of labour and other outgoings (including any easement rent and costs fees or expenses payable to any parties whose consent to the construction thereof is necessary) plus an amount in respect of engineering charges and costs of supervision of the works equal to ten per centum on the actual total expenditure. Such repayment of the said cost shall be made monthly during the construction of the said

works Provided that for the purpose of vouching the said cost the council shall from time to time afford to or procure for the Authority all reasonable facilities of inspecting the books and accounts of the council or their contractors and shall produce vouchers for all payments and any difference which may arise between the Authority and the council as to such cost or total expenditure shall be determined as hereinafter provided. A.D. 1927.

(e) The Authority will use their best endeavours to assist the council in obtaining the consent of all necessary parties to the construction by the council of the said works.

(f) No easement rent or other consideration costs fees or expenses shall be paid in respect of any such consent as aforesaid except with the approval of the Authority whose approval shall not be unreasonably withheld.

7. The bridge (Work D) authorised by the said Act shall be provided with such footway or footways and shall be of such width not exceeding one hundred feet as the council may approve and the same shall be suitable for vehicular and pedestrian traffic.

8. The council shall at all times give reasonable access to the Authority and their employees to the said roadway promenade and embankment so constructed by the council as aforesaid for the purposes of the Authority's undertaking and for purposes other than the Authority's undertaking the said Authority and their employees shall have the same rights of access to and use of the said roadway promenade and embankment as may be from time to time enjoyed by the public But nothing in this agreement shall entitle the Authority to use the said roadway promenade and embankment for the haulage transmission or delivery of machinery plant goods fuel or other material.

9. The Authority shall if so required by the council provide at and about the entrance to the dock (Work C) authorised by the said Act and shall also provide and maintain along the boundaries of the site such trees and shrubs as will in the reasonable opinion of the council protect the amenities of the adjoining roadway promenade and embankment and the adjacent lands of the council and shall also to the reasonable satisfaction of the council specially screen by means of trees and shrubs that portion of the site on which coal bunkers may be constructed.

10. If the Authority shall require provision for the purpose of mooring barges at any point or points alongside the said roadway promenade and embankment the Authority shall at their own expense execute and maintain all such works as may reasonably be required by the council and the Port of London Authority on the river side of the said roadway promenade and embankment and pay all fees and rents which may be payable to the said Port of London Authority.

[Ch. cix.] *London and Home* [17 & 18 GEO. 5.]  
*Counties Joint Electricity Authority Act, 1927.*

A.D. 1927.

11. The Authority shall concurrently with the erection of any generating station that may be erected upon the site enclose the site to the reasonable satisfaction of the council.

12. The buildings to be erected by the Authority on the site shall be in accordance with plans and elevations approved by the council which approval shall not be unreasonably withheld having regard to the character of the undertaking and no such main building or buildings shall be erected within an average distance of one hundred yards of the southern boundary of the site without the approval of the council being first obtained. Provided that if the Authority erects any buildings beyond such average distance as aforesaid such buildings shall be constructed in accordance with plans and elevations to be approved by the council as aforesaid and shall not be of more than two storeys or more than twenty feet in height from the final surface level of the site to the level of the eaves or parapet and shall not be erected nearer than one hundred feet to the southern boundary of the site.

13. The Authority shall indemnify the council from and against all claims costs charges and expenses in respect of any claim which may be made against them by Concrete Aggregates Limited arising out of or in any way connected with the conveyance by the council to the Authority of lands included in the said agreement of the twenty-fourth day of July one thousand nine hundred and twenty-four.

14. Notwithstanding the conveyance of the site by the council to the Authority the right of the council under clause 5 (viii) of the said agreement dated the twenty-fourth July one thousand nine hundred and twenty-four to call upon Concrete Aggregates Limited to leave unfilled a part of the land comprised in the said agreement shall not be affected. Provided that in exercising their rights under this clause the council shall not prejudicially affect any works which may have been executed or the execution of which may be contemplated by the Authority.

15. In further consideration of the conveyance of the site to the Authority by the council the Authority will pay to the council not later than the thirty-first December one thousand nine hundred and thirty the sum of six thousand pounds.

16. The Authority shall promote and use their best endeavours to procure the passing in the session of Parliament of 1927 of an Act confirming this agreement and containing such powers and provisions (including an amendment of the Chiswick Riverside Lands Town Planning Scheme 1924) as the Authority may consider necessary to enable them to erect upon the site and to use a station for the generation of electricity.

17. This agreement is subject to the passing of such an Act of Parliament as aforesaid and to such alteration (if any) as Parliament may require to be made therein but in the event of either House of Parliament requiring any material alteration

[17 & 18 GEO. 5.] *London and Home Counties Joint Electricity Authority Act, 1927.* [Ch. cix.]

to be made in this agreement to the prejudice of either party it shall be lawful for such party by notice in writing to the other party to cancel this agreement or if any material alteration be made in the Bill for the said Act which the Authority are not prepared to accept it shall be lawful for the Authority by notice in writing to the council to cancel this agreement.

A.D. 1927.

18. If this agreement shall not have been confirmed with or without modification in manner aforesaid during the session of Parliament of 1927 or within such extended time as the parties hereto may agree this agreement shall be cancelled.

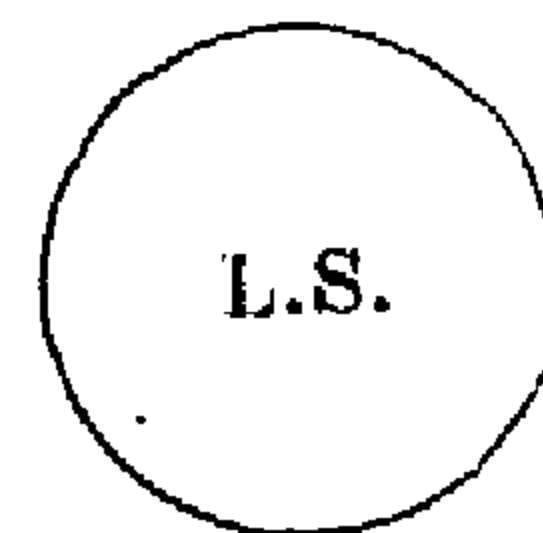
19. If any question difference or dispute shall arise with reference to this agreement or the construction thereof or as to whether any approval in this agreement stipulated for has or has not been unreasonably withheld or as to anything herein contained or as to anything not fully provided for or as to the respective rights duties and obligations of the parties hereto the same shall be referred to an arbitrator and the provisions of the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to such reference and arbitration and to this agreement as if it were a submission to arbitration under that Act or any such modification thereof as aforesaid.

IN WITNESS whereof the parties hereto have caused their respective common seals to be affixed the day and the year first above written.

The common seal of the URBAN DISTRICT  
COUNCIL OF CHISWICK hereunto affixed  
by order in the presence of

GEORGE JENKIN  
Chairman.

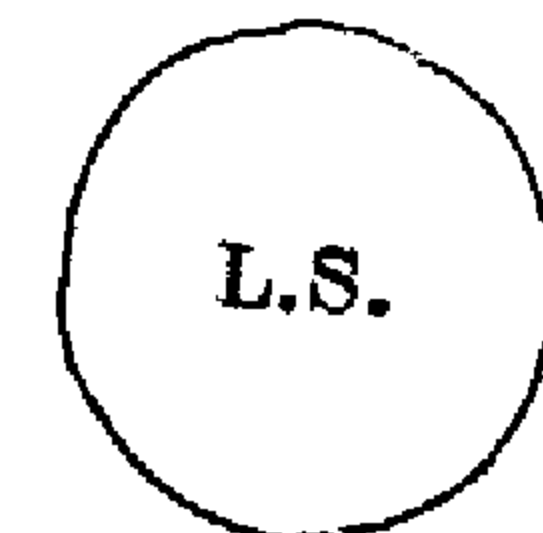
FREDK. FERNIHOUGH  
Clerk.



The common seal of the LONDON AND  
HOME COUNTIES JOINT ELECTRICITY  
AUTHORITY hereunto affixed by order  
in the presence of

DUNCAN WATSON  
Chairman.

LESLIE GORDON  
Clerk and Solicitor.



---

Printed by EYRE and SPOTTISWOODE, LTD.,

FOR

WILLIAM RICHARD CODLING, Esq., O.B., C.V.O., C.B.E., the King's Printer of  
Acts of Parliament.

---

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:  
Adastral House, Kingsway, London, W.C. 2; 120, George Street, Edinburgh;  
York Street, Manchester; 1, St. Andrew's Crescent, Cardiff;  
15, Donegall Square West, Belfast;  
or through any Bookseller.

