



## CHAPTER xxxii.

An Act to make further provision for the disposal of sewage in the county of Middlesex to confer further powers upon the Council of that county and the local authorities therein and for other purposes. A.D. 1931.

[11th June 1931.]

**W**HEREAS it is expedient to make further provision for the disposal of sewage in that part of the county of Middlesex which comprises the areas mentioned in the First Schedule to this Act and for that purpose to authorise the county council of the administrative county of Middlesex (in this Act called "the Council") to execute the works and exercise the powers referred to in this Act :

And whereas it is expedient to provide for the reception into the sewers of the Council of sewage from the sewers of the local authorities for the said areas and for enabling other local authorities by agreement with the Council to discharge sewage into the Council's sewers :

And whereas it is expedient that the other provisions contained in this Act be enacted :

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

And whereas estimates have been prepared by the Council for the purposes hereinafter mentioned and such estimates are as follows :—

For the acquisition of lands and easements and for the construction of the works authorised by this Act	£ 5,250,000
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[Price 3s. 0d. Net.]

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— And whereas the several works included in such estimates respectively are permanent works and it is expedient that the Council should be empowered to borrow money for those purposes as provided by this Act :

And whereas in relation to the promotion of the Bill for this Act the requirements of the Borough Funds Act 1872 so far as the same are applicable have been complied with by the Council :

And whereas plans and sections showing the lines and levels of the 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 the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the respective clerks of the county councils of Middlesex and Surrey which plans sections and book of reference are in this Act respectively referred to as the deposited plans sections and book of reference :

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) :—

#### PRELIMINARY.

Short title.

1. This Act may be cited as the Middlesex County Council Act 1931.

Incorporation of Acts.

2. 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 hereby incorporated with this Act (namely) :—

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

(a) Sections 127 to 132 of the Lands Clauses Consolidation Act 1845 are not incorporated with this Act ;

(b) The bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be sufficient without the addition of the sureties mentioned in that section ;

- (2) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and in the construction of those provisions "the railway" shall mean the works authorised by the section of this Act whereof the marginal note is "Power to make works" and "the centre of the railway" shall mean the centre lines of those works or in the case of Works Nos. 1 and 9 the boundaries thereof.
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**3.**—(1) In this Act the several words and expressions to which meanings are assigned by the Public Health Acts have the same respective meanings unless there be something in the subject or context repugnant to such construction.

Interpreta-  
tion.

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

"The Council" means the county council of the administrative county of Middlesex;

"The county" means the administrative county of Middlesex;

"The sewerage district" means the district comprising the areas which are mentioned in the First Schedule to this Act;

"Constituent district" means each of the boroughs and urban districts and the rural district included in the sewerage district;

"Disused works" means any sewage disposal works or other works of a local authority which will no longer be required by such local authority (except for the purpose of treating or dealing with such portion of the sewage of their district as may not be received into the sewers of the Council under the provisions of this Act) in consequence of the sewage of their district or part thereof being received into the sewers of the Council in pursuance of the section of this Act whereof the marginal note is "Use of works by local authorities";

"Sinking fund payments" means the charges for the repayment of loans whether by means of a sinking fund or otherwise;

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“The Lands Clauses Acts” means the Lands Clauses Acts as modified by the Acquisition of Land (Assessment of Compensation) Act 1919 and by this Act;

“The tribunal” means the tribunal or other authority to whom any question of disputed purchase money or compensation under this Act is referred in pursuance of the Acquisition of Land (Assessment of Compensation) Act 1919;

“The Public Health Acts” means the Public Health Act 1875 and the Acts amending the same;

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

“The Minister” means the Minister of Health.

(3) For the purposes of this Act—

The expression “dry weather flow” in relation to the sewage of any area means the flow of sewage discharged from such area on the basis of forty gallons per head of the population thereof discharged throughout the twenty-four hours; and

The expression “population” in relation to any constituent district means the population thereof as estimated by the Registrar-General in his last estimate for the time being and in relation to a part of a constituent district means the estimated number of persons residing therein.

#### WORKS AND LANDS.

Power to make works. 4. Subject to the provisions of this Act the Council may enter upon take and use all or any of the lands delineated upon the deposited plans and described in the deposited book of reference and may make maintain renew enlarge work and use in and according to the lines situations and levels shown on the deposited plans and sections the works hereinafter described together with all necessary and proper works and conveniences connected therewith (that is to say):—

Work No. 1 Sewage disposal works comprising sewage tanks storm-water tanks grit chambers

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pumping station and other works in the urban district of Heston and Isleworth on the lands referred to in the section of this Act whereof the marginal note is "Acquisition and utilisation of sewage lands and discharge of effluent &c.";

Work No. 2 A sewer in the urban districts of Hendon Willesden Kingsbury and Wembley the borough of Ealing and the urban districts of Southall-Norwood and Heston and Isleworth commencing near to the junction of Hendon Way and Woodville Road and terminating at Work No. 1;

Work No. 2a A sewer in the urban district of Hendon commencing at the sewage works of the Hendon Urban District Council north of the North Circular Road and terminating by a junction with Work No. 2 in that road;

Work No. 2b A sewer in the urban district of Hendon commencing at the sewage works of the Hendon Urban District Council north of the North Circular Road and terminating by a junction with Work No. 2 in that road;

Work No. 2c A sewer in the rural district of Hendon and in the urban districts of Wealdstone Wembley and Kingsbury commencing at the sewage works of the Hendon Rural District Council in the parish of Little Stanmore and terminating by a junction with Work No. 2;

Work No. 2d A sewer in the urban district of Wealdstone in the rural district of Hendon and the urban district of Wembley commencing at the sewage works of the Wealdstone Urban District Council and terminating by a junction with Work No. 2c;

Work No. 2e A sewer in the borough of Ealing commencing at the northern sewage works of the Ealing Corporation and terminating by a junction with Work No. 2 in Ruislip Road;

Work No. 2f A sewer in the borough of Ealing commencing in Coston's Lane and terminating by a junction with Work No. 2;

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Work No. 2g A sewer in the borough of Ealing commencing at the Greenford sewage works of the Ealing Corporation and terminating by a junction with Work No. 2;

Work No. 2h A sewer in the borough of Ealing and the urban district of Southall-Norwood commencing at the Hanwell sewage works of the Ealing Corporation and terminating by a junction with Work No. 2;

Work No. 2j A sewer in the borough of Ealing and the urban districts of Brentford and Chiswick and Heston and Isleworth commencing at the southern sewage works of the Ealing Corporation and terminating by a junction with Work No. 2;

Work No. 3 A sewer in the urban districts of Uxbridge Yiewsley and West Drayton Hayes and Harlington Feltham and Heston and Isleworth commencing at the Uxbridge Town sewage works of the Uxbridge Urban District Council and terminating by a junction with Work No. 2;

Work No. 3a A sewer in the urban districts of Uxbridge and Yiewsley and West Drayton commencing about 350 yards north of Cowley Manor Farm and terminating by a junction with Work No. 3;

Work No. 4 A sewer in the urban districts of Harrow Ruislip-Northwood and Uxbridge the borough of Ealing and the urban districts of Hayes and Harlington and Southall-Norwood commencing in the Newton sewage farm of the Harrow Urban District Council and terminating by a junction with Work No. 3 in the Bath Road;

Work No. 4a A sewer in the rural district of Hendon and the urban district of Ruislip-Northwood commencing at the Pinner sewage works of the Hendon Rural District Council and terminating by a junction with Work No. 4;

- Work No. 4b A sewer in the urban districts of Ruislip-Northwood and Uxbridge commencing at the sewage works of the Ruislip-Northwood Urban District Council and terminating by a junction with Work No. 4; A.D. 1931.
- Work No. 5 A sewer situate in the urban districts of Staines Sunbury-on-Thames Feltham the borough of Twickenham and the urban district of Heston and Isleworth commencing in the London Road about 140 yards east of Stanwell New Road and terminating at Work No. 1;
- Work No. 5a A sewer in the urban district of Sunbury-on-Thames commencing in Thames Street about 20 yards east of Darby Crescent and terminating by a junction with Work No. 5 in Hanworth Road;
- Work No. 5c A sewer in the urban district of Feltham commencing at or near to the sewage works of the Feltham Urban District Council and terminating by a junction with Work No. 5 in Twickenham Road;
- Work No. 5d A sewer in the borough of Twickenham commencing at the sewage works of the Twickenham Corporation and terminating by a junction with Work No. 5;
- Work No. 6 A sewer in the urban districts of Brentford and Chiswick and Heston and Isleworth commencing at or near to the Chiswick Sewage Works of the Brentford and Chiswick Urban District Council and terminating at Work No. 1;
- Work No. 7 A conduit in the urban district of Heston and Isleworth and in the borough of Richmond in the county of Surrey commencing at Work No. 1 and passing through Isleworth Ait in the river Thames from the southern extremity of the said ait in a northerly direction to a point 70 yards or thereabouts south of the northern extremity of the said ait and terminating in the river Thames below low-water mark of ordinary spring tides;

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Work No. 8 A pumping main in the urban districts of Yiewsley and West Drayton Hayes and Harlington Feltham and Heston and Isleworth commencing at Work No. 9 and terminating at Work No. 1;

Work No. 9 Sludge tanks and drying beds and other works in the urban district of Yiewsley and West Drayton on the lands referred to in the section of this Act whereof the marginal note is "Acquisition and utilisation of sewage lands and discharge of effluent &c.";

Work No. 10 A sewer in the urban district of Yiewsley and West Drayton commencing at Work No. 9 and terminating by a junction with Work No. 3 in the Bath Road:

Provided that nothing in this section or the deposited book of reference or shown upon the deposited plans and sections shall authorise the Council to enter upon take or use any lands in the urban district of Hampton.

Power to  
make  
general  
works.

5. Subject to the provisions of this Act the Council may within the limits of deviation shown on the deposited plans relating to the works described in the section of this Act whereof the marginal note is "Power to make works" make maintain renew enlarge and work all such sewers drains conduits culverts penstocks excavations manholes ventilators flushing stations shafts tanks overflows and other works and conveniences connected with the said works so described as they may deem necessary.

As to  
material  
excavated  
in con-  
struction  
of sewers.

6. Any material excavated by the Council in the construction of the works authorised by this Act shall (in the case of lands other than those forming part of a highway) absolutely vest in and belong to the Council and may be dealt with removed and disposed of by them in such manner as they think fit and in the case of material excavated by the Council from any road under the jurisdiction of any highway authority may be applied by the Council so far as may be necessary in or towards the reinstatement of the road and the Council shall if so required deliver the surplus material not used for the



purpose aforesaid to the surveyor of the highway authority or to such person or persons as he may appoint to receive the same :

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Provided that if within seven days after the setting aside of such surplus and notice duly given such surplus is not removed by such surveyor or by some other person named by him for that purpose such surplus material shall absolutely vest in and belong to the Council and may be dealt with removed and disposed of by them in such manner as they may think fit.

7. In constructing the works authorised by this Act and shown on the deposited plans the Council may deviate from the lines thereof to any extent not exceeding (except as hereinafter provided) the limits of deviation shown on those plans (and where in any street or road no such limits are shown the boundaries of such street or road shall be deemed to be such limits) and from the levels thereof as shown on the deposited sections to any extent not exceeding five feet upwards and to any extent downwards.

Power to deviate.

8. For the purpose of making maintaining renewing or enlarging any of the works authorised by this Act the Council (subject to the provisions of this Act) may open and break up any street in under across or over which any of such works are authorised to be constructed :

Breaking up of streets.

Provided that where they open or break up any such street they shall be subject to the following obligations :—

- (1) They shall with all convenient speed complete the work on account of which they open or break up the street and subject to the making and maintenance of the said work fill in the ground and make good the surface and restore the portion of the street to as good a condition as that in which it was before it was opened or broken up and clear away all surplus paving or metalling material or rubbish occasioned thereby :
- (2) They shall in the meantime cause the place where the street is opened or broken up to be fenced and watched and to be properly lighted at night.

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Power to  
make  
subsidiary  
works.

9.—(1) Subject to the provisions of this Act the Council in connection with and for the purposes of this Act may execute or do any of the following works or things (namely) :—

- (a) execute any works for the protection of any land or buildings near to the works authorised by this Act;
- (b) execute any works and do any things necessary for the strengthening and supporting of any walls of such buildings; and
- (c) raise lower alter divert stop up or otherwise interfere with any tramway drain sewer channel or gas or water main or pipe or electric line wire or apparatus the Council providing a proper substitute before interrupting the traffic on any such tramway or the flow of sewage in any drain sewer or channel or of any gas or water in any main or pipe or of electricity or telephonic communication in any line wire or apparatus;

and shall make compensation for any damage done by them in the execution of the powers of this section.

(2) Provided that the Council shall not raise lower alter divert stop up or otherwise interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878.

Power to  
temporarily  
stop up or  
interfere  
with streets  
&c.

10.—(1) For the purposes of exercising the powers of this Act the Council may temporarily stop up or interfere with alter or divert all or any part of any street road footpath way place bridge wharf tramway stream or watercourse as they shall think necessary and may put up or cause to be put up sufficient palisades hoardings bars posts and other erections and may construct temporary works for keeping any such street road footpath way place bridge wharf tramway stream or watercourse open for traffic and they may remove and alter any drinking troughs lamp-posts and other erections thereon.

(2) The Council shall not exercise the powers conferred by subsection (1) of this section in relation to any

street road footpath way place bridge wharf tramway stream or watercourse vested in or repairable by a local authority except with the previous consent in writing of that local authority which consent shall not be unreasonably withheld.

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(3) If any question shall arise as to whether the consent of a local authority under subsection (2) of this section is unreasonably withheld the same shall be referred to and determined by an arbitrator to be appointed by the Minister and the provisions of the Arbitration Act 1889 or any modification of that Act for the time being in force shall apply to the reference.

(4) The Council shall provide reasonable access for all persons bona fide going to or returning from any house in any such street road footpath way or place and shall in each case do as little damage as possible and shall make full compensation to all persons injuriously affected by the exercise of the powers of this section.

(5) The powers of this section shall not be exercised so as to prevent reasonable access for foot passengers and vehicular traffic bona fide going to or from a railway station or depot of any railway company.

**11.** Except so far as may be otherwise agreed in writing between the Council and the council of any borough or district (in this section referred to as "local authority") the following provisions shall apply and have effect (that is to say):—

For protec-  
tion of local  
authorities.

- (1) At least fourteen days before opening or breaking up the surface of any street vested in a local authority for the purpose of executing maintaining renewing or enlarging any work under or in pursuance of this Act or before interfering with any sewer vested in them the Council shall give to such local authority notice thereof and shall at the same time send to them for their reasonable approval such plans and sections as may be necessary and the work shall not be executed except in accordance with plans and sections approved by the local authority or determined by arbitration:

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Provided that if within fourteen days after submitting the plans and sections to a local authority such authority do not express to the Council their disapproval thereof and their objections thereto they shall be deemed to have approved thereof:

- (2) No such street or sewer shall except in cases of emergency be opened broken up or interfered with except under the superintendence of the local authority (if such superintendence be given):
- (3) The Council during the execution of any works which interfere with any such sewer shall make such temporary or other works as the local authority may reasonably require for guarding against any interruption of the drainage:
- (4) When the Council open or break up any such street or sewer they shall with all convenient speed complete the work for which the same shall be broken up and fill in the ground and reinstate and make good the pavement or the sewer to as good a condition as that in which it was before it was opened or broken up or interfered with and clear away all surplus paving or metalling material or rubbish occasioned thereby and shall in the meantime cause the same to be fenced and guarded and shall cause a light sufficient for the warning of passengers to be set up and maintained against or near such pavement where the same shall be open or broken up every night during which the same shall be continued open or broken up:
- (5) If the Council make any delay in completing any such work or in filling in the ground or reinstating and making good the street pavement or sewer so opened or broken up or interfered with the local authority may cause the work so delayed or omitted to be executed and the expense of executing the same shall be repaid to the local authority by the Council:
- (6) After reinstating any part of any such street broken up in pursuance of the powers of this Act

the Council shall keep the same in good repair for three months thereafter and for such further time if any not being more than twelve months in the whole as the soil broken up shall continue to subside :

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- (7) If any difference shall arise between a local authority and the Council under the provisions of this section such difference shall be referred to and determined by an engineer to be appointed on the application of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 or any modification of that Act for the time being in force shall apply to the reference.

**12.**—(1) Subject to the provisions of this Act the Council may enter upon take and hold the lands hereinafter described and may use the same for the purpose of receiving storing disinfecting distributing treating or otherwise disposing of sewage and they may erect make provide lay down and maintain in on and over those lands such works and conveniences as they think requisite for the purposes aforesaid and they may discharge or permit to flow into the river Thames any effluent or storm or other waters passing over or through or discharged from the said lands or the works of the Council and may discharge or permit to flow into tributaries of the river Thames and other streams storm or other waters passing through their sewers.

Acquisition and utilisation of sewage lands and discharge of effluent &amp;c.

(2) The lands hereinbefore referred to are as follows :—

- (a) Lands containing one hundred and one acres or thereabouts situate in the urban district of Heston and Isleworth south of the Worton Road and west of the Twickenham Road and bounded by the straight lines shown on the deposited plans for the said urban district connecting the letters M N O P Q R S and T marked on such plans ;
- (b) Lands containing two hundred and twenty-three acres or thereabouts situate in the urban district of Yiewsley and West Drayton and

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bounded by a line commencing on the western side of the road leading from Stanwell to the Bath Road via Perry Oaks Farm at the point where that road crosses the Duke of Northumberland's River and proceeding along the west side of that road in a northerly direction to a point about 75 feet or thereabouts north of a gravel pit thence along a footpath in a westerly direction for a distance of 1,250 feet or thereabouts to the watercourse and thence in a northerly direction along the watercourse for a distance of 840 feet or thereabouts thence in a westerly direction for a distance of 1,900 feet or thereabouts crossing the Duke of Northumberland's River and following along the western boundary of an orchard in a south-westerly direction to the Longford River and thence along the western boundary of the Longford River in a north-westerly direction for a distance of 1,000 feet or thereabouts thence in a westerly direction along the northerly boundary of enclosure No. 143 on the 1-2500 Ordnance map Middlesex edition of 1914 sheet XIX. 7 and thence along the westerly and southerly boundaries of the said enclosure and enclosure numbered 139 on the said Ordnance map to the western side of the Longford River and across the said river in a south-easterly direction to the Duke of Northumberland's River and thence along the north-eastern side of the said river to the point of commencement.

Nothing in this section shall exonerate the Council from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them.

Purity of  
effluent.

**13.**—(1) All sewage (including storm and other waters) received by the Council on the lands referred to in the section of this Act whereof the marginal note is "Acquisition and utilisation of sewage lands and discharge of effluent &c." up to a rate of flow equal to three times the daily dry weather flow of the sewage of all the constituent districts whose sewage is for the time being

received by the Council shall be so treated that the effluent discharged in pursuance of that section when tested according to a method agreed between the Council and the Port Authority or failing agreement determined by the Minister shall conform to the standard of purity prescribed in the Third Schedule to this Act: A.D. 1931.

Provided that the Port Authority may from time to time prescribe an improved standard of purity to which the said effluent shall be required to conform and in the event of the Council being unwilling to comply with any such requirement of the Port Authority they may appeal to the Minister whose decision as to any such requirement shall be final and binding:

Provided also that such method of testing may from time to time be varied by agreement between the Council and the Port Authority or failing agreement by the Minister.

(2) There shall be constructed and used in connection with Work No. 1 by this Act authorised storm water tanks capable of holding a volume of storm water equivalent to one quarter of the daily dry weather flow of the sewage of all the constituent districts whose sewage is for the time being received by the Council or of such increased capacity as shall be reasonably required by the Port Authority for the treatment on the said lands of all flows in excess of a rate equal to three times the daily dry weather flow.

(3) In the carrying out of Work No. 7 by this Act authorised suitable inspection chambers shall be constructed in suitable positions for the purpose of enabling the Port Authority's officers or servants to take samples of the effluent and proper facilities shall at all times be afforded by the Council for such purpose.

(4) If any question shall arise between the Port Authority and the Council under this section such question shall be determined by arbitration.

14. In the event of the Council in pursuance of the section of this Act whereof the marginal note is "Acquisition and utilisation of sewage lands and discharge of effluent &c." allowing to pass into the river Thames any Penalty for pollution.

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effluent which does not comply with the standard specified in the section of this Act whereof the marginal note is "Purity of effluent" or such improved standard as may from time to time be required in pursuance of the last-mentioned section they shall be liable on summary conviction thereof to a penalty not exceeding one hundred pounds and to a daily penalty not exceeding fifty pounds.

Acquisition  
of ease-  
ments.

**15.**—(1) The Council may in lieu of acquiring any lands for the purposes of the works by this Act authorised acquire such easements and rights in such lands as they may require for such purposes (including the making maintaining repairing inspecting cleansing managing using working and obtaining access to such works) and ~~may give notice to treat~~ in respect of such easements and rights describing the nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the Council have acquired easements or rights only under the provisions of this section the Council shall not be required or entitled to fence off or sever such lands from the adjoining lands but unless otherwise agreed the owners or occupiers for the time being shall at all times after the completion of the works have the same rights of using and cultivating such lands as if this Act had not been passed.

Easements  
only in  
respect of  
burial  
ground and  
common  
land.

**16.**—(1) Notwithstanding anything contained in this Act the Council shall not acquire any part of the lands hereinafter mentioned but in pursuance of the section of this Act whereof the marginal note is "Acquisition of easements" they may acquire such easements and rights in such lands as they may require for the purposes mentioned in that section.

The lands hereinbefore referred to are—

- (a) the burial ground in the urban district of Southall-Norwood numbered 10 on the deposited plans in respect of Work No. 2;
- (b) common lands in the urban district of Uxbridge numbered 8 13 and 14 on the deposited plans in respect of Work No. 4b;



(c) common lands in the urban district of Staines numbered 2 on the deposited plans in respect of Work No. 5.

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(2) The surface of any common or commonable lands which may be disturbed by reason of any easement or right acquired under this Act shall as soon as practicable be restored by the Council to its former condition.

17. 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 Council 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 in which the land is situate 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 county council of such county and a duplicate thereof shall also be deposited with the clerk of the council of the district in which the lands affected are situate and such certificate and duplicate respectively shall be kept by such clerks respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Council to take the lands and execute the works in accordance with such certificate.

Correction  
of errors in  
plans and  
book of  
reference.

18. In estimating the amount of compensation or purchase money to be paid by the Council in respect of the acquisition under this Act of any part of the lands of any person the enhancement in value of the adjoining lands of such person not so acquired or of any other lands of such person which are continuous with such adjoining lands arising out of the exercise by the Council of the powers contained in this Act shall be fairly estimated and shall be set off against the said compensation or purchase money.

Benefits to  
be set off  
against  
compensa-  
tion.

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Compensation in cases of recently altered buildings.

**19.** In settling any question of disputed purchase money or compensation under this Act the tribunal 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 first day of November nineteen hundred and thirty if in the opinion of such tribunal 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 to obtaining or increasing compensation under this Act.

Owners may be required to sell parts only of certain premises.

**20.—(1)** Whereas in the construction of the works authorised by this Act or otherwise in the exercise by the Council 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 Council 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 :—

- (a) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is required for the purposes of the Council or each or any of them are hereinafter in this section included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties";
- (b) 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 Council 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 Council such portion only without the Council being obliged or compellable to purchase the whole the Council paying for the portion so taken and making compensation

for any damage sustained by the owner by severance or otherwise; A.D. 1931.

- (c) If within such twenty-one days the owner shall by notice in writing to the Council allege that such portion cannot be so severed the tribunal shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled properties 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 Council have compulsory powers of purchase) can be so severed;
- (d) If the tribunal determine that the portion of the scheduled properties 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 Council the portion which the tribunal shall have determined to be so severable without the Council being obliged or compellable to purchase the whole the Council 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 tribunal;
- (e) If the tribunal determine that the portion of the scheduled properties specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its 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;
- (f) If the tribunal determine that the portion of the scheduled properties specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not it shall determine that any other portion can be so severed) the Council may withdraw

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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 ;

(g) If the tribunal determine that the portion of the scheduled properties 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 Council 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 tribunal shall having regard to the circumstances of the case and its final determination think fit.

(2) The provisions of this section shall be in force notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 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.

(3) The provisions of this section shall be stated in or endorsed on every notice given thereunder to sell and convey any of the scheduled properties.

Power to enter property for survey and valuation.

**21.** The Council and their surveyors officers and workmen and any person duly authorised in writing under the hand of the clerk of the Council may at all reasonable times upon giving in the first instance twenty-four hours' and subsequently twelve hours' previous notice in writing enter upon and into the lands and buildings by this Act authorised to be taken and used 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 or in any part of the said lands and buildings.

Further powers of entry.

**22.** The provisions of subsection (2) of section 2 of the Public Works Facilities Act 1930 shall apply to

the lands which the Council are by this Act authorised to acquire as if those lands were land which the Council were authorised to purchase compulsorily by an order under the said section 2.

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**23.** All private rights of way over any lands which the Council are authorised by this Act to acquire compulsorily shall be extinguished as from the date of the acquisition of such lands by the Council if the Council shall by resolution so determine and give notice in writing of such their resolution to the owner of any right of way referred to therein :

Extinction  
of private  
rights of  
way.

Provided that the Council shall make full compensation to all persons interested in respect of any rights extinguished under the provisions of this section.

**24.** The Council may in connection with the powers granted to them by this Act enter into and carry into effect agreements with any person being the owner of or interested in any lands or property which may be acquired under the provisions of this Act or which may be in the neighbourhood of the works by this Act authorised with respect to the sale or purchase by the Council of any lands or property or any rights or easements in on or affecting the same for such consideration as may be agreed upon between the Council and such person or with respect to the reinstatement of such person or the exchange of lands for such purpose and the Council may accept as satisfaction of the whole or any part of such consideration the grant by such person of any lands or other property required by them for the purposes of this Act and may pay or receive money for equality of exchange.

Agreements  
with owners  
of property.

**25.** 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 Council 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

Persons  
under dis-  
ability may  
grant ease-  
ments &c.

A.D. 1931. — grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

**26.** The powers of the Council for the compulsory purchase under the foregoing provisions of this Act of the lands shown on the deposited plans or of easements in respect of those lands shall cease after the expiration of three years from the first day of October nineteen hundred and thirty-one.

Commencement and completion of works.

**27.**—(1) (a) If the Council do not substantially commence the construction of the works authorised by this Act on or before the thirty-first day of October nineteen hundred and thirty-one or (in the event of such commencement on or before that date being in the opinion of the Minister impracticable owing to circumstances beyond the control of the Council) on or before such later date as may be determined by the Minister the powers of the Council for the construction of such works shall cease to be exercised.

(b) A certificate of the Minister that the works authorised by this Act have been substantially commenced shall be conclusive evidence thereof for the purposes of this Act.

(2) If the works authorised by this Act and shown on the deposited plans and sections are not completed within four years from the first day of October nineteen hundred and thirty-one then on the expiration of that period the powers granted by this Act for constructing the same or otherwise in relation thereto shall cease except as to so much of such works as shall then be completed and thereafter the section of this Act of which the marginal note is "Expenses of execution of Act" shall be limited in its operation to that part of the county which comprises those areas referred to in the First Schedule to this Act the sewage of which can be received into the sewers of the Council without the construction of additional sewers :

Provided that the Council may extend enlarge alter reconstruct renew and remove any of the works and construct additional sewers as and when occasion may require.

Application of Public Health Acts.

**28.**—(1) In addition to their powers under this Act the Council shall have and may exercise the powers of

a local authority under the following provisions of the Public Health Acts and those provisions shall apply as if the Council were a local authority and as if the county were their district (namely):—

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## Public Health Act 1875—

- Section 14 (Power to purchase sewers);
- Section 16 (Powers for making sewers);
- Section 18 (Alteration and discontinuance of sewers);
- Section 19 (Cleansing sewers);
- Section 20 (Map of system of sewerage);
- Section 27 (Powers for disposing of sewage);
- Section 29 (Power to deal with land appropriated to sewage purposes);
- Section 32 (Notice to be given before commencing sewage works without district);
- Section 33 (In case of objection works not to be commenced without sanction of the Minister);
- Section 34 (Inspector to hold inquiry and report to the Minister);
- Section 153 (Power to require gas and water pipes to be moved);
- Section 175 (Power to purchase lands);
- Section 176 (Regulations as to purchase of land);
- Section 265 (Protection of local authority and their officers from personal liability);
- Section 297 (As to provisional orders made by the Minister);
- Section 298 (Costs of provisional orders);
- Section 303 (Power to repeal and alter local Acts);

## Public Health Acts Amendment Act 1890—

- Section 16 (Injurious matters not to pass into sewers);
- Section 17 (Chemical refuse steam &c. not to be turned into sewers);

A D. 1931. — and when the Council exercise those powers they shall be subject to the provisions of section 308 (Compensation in case of damage by local authority) of the Public Health Act 1875 :

Provided that the report required by the said section 16 may be made either by an engineer appointed by the Council for the construction of the sewer referred to in the report or by the county surveyor.

(2) The Council may if they think fit use the powers contained in the provisions referred to in subsection (1) of this section for the purpose of making maintaining renewing and enlarging the works authorised by this Act and where necessary of varying the position of those works.

(3) Section 26 (Penalty on unauthorised building over sewers) of the Public Health Act 1875 except paragraph (2) of that section shall apply to every sewer of the Council within the county as if the county were an urban district and the Council an urban authority.

(4) Section 41 (Prevention of entry of petrol &c. into sewer) of the Public Health Act 1925 shall have effect throughout the county in relation to any sewer vested in or repairable by the Council as if the Council were an urban authority and had adopted that section in accordance with the provisions of that Act.

(5) The Public Works Facilities Act 1930 shall have effect as if this Act had been in force immediately before the commencement of that Act.

(6) The provisions of this section shall not prejudice or affect the right of any local authority to exercise the powers of the Public Health Acts nor shall those provisions authorise the Council to interfere with the sewers of a local authority.

Determina-  
tion of com-  
pensation.

**29.** Any question of disputed compensation payable under this Act or under any enactment incorporated with this Act shall be referred to and determined by arbitration in accordance with the provisions of the Lands Clauses Acts and those provisions with any necessary alterations shall apply accordingly.



DISCHARGE OF SEWAGE AND ARRANGEMENTS WITH  
LOCAL AUTHORITIES.A.D. 1931.  
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**30.**—(1) The Council shall exercise the powers of this Act so as to be in a position to receive and dispose of the sewage from the whole of the sewerage district by the first day of October nineteen hundred and thirty-five and when the Council are in the position to receive and dispose of the sewage of any constituent district they shall as soon as practicable give notice to the local authority of such district and make such alterations in the sewers and sewerage system of such authority as may be necessary in order that the sewers conveying the sewage of such district or part thereof may communicate with the Council's sewers and that such sewage may be received in the Council's sewers and disposed of by means of the Council's works and the local authority shall afford to the Council such facilities as the Council may require to enable them to make such alterations and such sewage shall thereupon be received and disposed of accordingly.

Use of  
works by  
local autho-  
rities.

(2) The alterations to be made in the sewers and sewerage system of a local authority in pursuance of subsection (1) of this section shall be such as may be agreed between the Council and the local authority or failing agreement determined by the Minister.

(3) As from the date on which the sewage of a constituent district or any part thereof is received into a sewer of the Council in pursuance of this section the local authority for that district shall cease to be responsible for the disposal of the sewage thereof or of such part (as the case may be) but nothing in this Act shall relieve such local authority of their obligation to cause to be made such sewers as may be necessary for effectually draining their district and to dispose of any sewage in excess of the quantity which the Council are by this Act or by any undertaking given in pursuance of this Act required to dispose of.

(4) Any local authority proposing to construct any new sewer for the purpose of bringing the sewage of their district or any part thereof into any sewer of the Council by a new communication with such last-mentioned sewer shall three months at least before they commence

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the construction of such new sewer send to the Council plans and sections of so much thereof as shall directly communicate with the works of the Council and so much of such sewer as aforesaid shall be constructed only in accordance with plans and sections reasonably approved by the Council and shall be executed under their supervision and to their reasonable satisfaction.

(5) Any communication between a sewer of a local authority and a sewer of the Council after the sewers of such local authority have been made to communicate with the sewers of the Council in pursuance of subsection (1) of this section shall be made by the Council at the expense of the local authority and all communications with the sewers of the Council shall be wholly under the control of the Council who shall be at liberty at their own cost at any time to alter the same in a manner agreed between the Council and the local authority or failing agreement determined by the Minister.

(6) (a) Notwithstanding anything contained in this Act the Council shall not be under obligation to receive or to dispose of sewage from a constituent district or any part thereof at a greater rate than the rate of six times the dry weather flow of sewage of such district or such part thereof but the Council may (if they think fit) undertake to receive and dispose of sewage at such greater rate.

(b) If the local authority for any constituent district shall be of opinion that the Council have refused unreasonably to receive and dispose of the sewage of their district at a greater rate than that mentioned in this subsection they may appeal to the Minister who upon such appeal may direct the Council to receive and dispose of the sewage of such district at such greater rate and the Council shall comply with any such direction.

(c) In calculating the quantity of sewage from a constituent district to be received by the Council under this section an adjustment shall be made in respect of the sewage which is received into the sewers of such constituent district from the sewers of another district and in respect of the sewage from such constituent district which is discharged into the sewers of another district whether in pursuance of an agreement under section 28

of the Public Health Act 1875 or any similar enactment or under that section or any similar enactment as amended in its application to the sewers of the Council by subsection (10) of this section Any difference between the Council and the local authority of a constituent district as to the nature and extent of any such adjustment shall be referred to and determined by the Minister. A.D. 1931.

(7) (a) A local authority for a constituent district shall not permit a new connection to be made with any of their sewers or an existing connection to be enlarged if such connection is to be used for the discharge into such sewers of liquids from any manufacturing or trading process without giving fourteen days' notice in writing thereof to the Council and the local authority shall require the person for whom such new or enlarged connection is proposed to be made to enter into a written agreement with them in a form reasonably approved by the Council that he will comply with such conditions relating to such liquids as the Council may reasonably require.

(b) Any person desiring to make any such new or enlarged connection who objects to any condition proposed to be imposed by the local authority or by the Council and any local authority who object to any condition proposed to be imposed by the Council may appeal to the Minister who may by order prescribe the conditions with which such person shall comply.

(8) Any agreement entered into or order made in pursuance of the last preceding subsection shall be binding upon the successors in title of the person entering into such agreement or in reference to whom the order is made and shall be duly enforced by the local authority.

(9) A local authority shall not be entitled to cause or permit to pass into any sewer of the Council any liquid matter substance or thing which would be injurious to the construction use repair inspection or efficiency of the sewers or works of the Council or which would cause or be likely to cause silting up corrosion or decay of the materials thereof or accidents thereto or which would interfere unduly with the treatment or disposal of sewage by the Council.

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(10) A local authority for any constituent district shall not after the passing of this Act agree with the local authority for any district outside the sewerage district to receive the sewage of the district of such last-mentioned authority or any part thereof except with the reasonable approval of the Council.

(11) Any question which may arise between the Council and any local authority under this section shall unless otherwise agreed be determined by the Minister.

Liability for  
disused  
works.

**31.**—(1) The Council and any local authority the sewage of whose district or part thereof is received or is proposed to be received into the sewers of the Council in pursuance of the section of this Act whereof the marginal note is "Use of works by local authorities" may enter into and fulfil agreements for and in relation to the transfer to the Council of any disused works and of any lands forming the site of or held in connection with any disused works upon and subject to such terms and conditions as may be agreed.

(2) Subject to any agreement under subsection (1) of this section the Council shall indemnify every local authority the sewage of whose district or part thereof is received into the sewers of the Council in pursuance of the section of this Act whereof the marginal note is "Use of works by local authorities" against any interest upon and sinking fund payments in respect of money borrowed by such authority for the construction of the disused works which may become payable after the date upon which such sewage is first received into the Council's sewers but not upon or in respect of money borrowed for the purchase of the land forming the site of or held in connection with the disused works which land shall remain the property of the local authority.

(3) Subject to any agreement under subsection (1) of this section the Council may and if the local authority so require shall remove any disused works and clear and make good the site thereof and such works shall thereupon become the property of the Council.

(4) Any question which may arise between the Council and any local authority under subsection (2) or subsection (3) of this section shall unless otherwise agreed be determined by the Minister.

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**32.** The Council and the local authority for any constituent district may enter into and fulfil agreements relative to the construction of sewers and sewerage works and the discharge of sewage into sewers of the Council.

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Agreements with local authorities in sewerage district.

**33.**—(1) The Council and the local authority for any district outside the sewerage district and whether within or without the county may enter into and fulfil agreements relative to the use by such local authority of the sewers and works of the Council and the discharge into such sewers of sewage from the district of such local authority whether such use and discharge are intended to take place immediately or at any future date and any such agreement may be made upon such terms and conditions as may be agreed and may apply to such local authority the provisions contained in the section of this Act whereof the marginal note is "Use of works by local authorities" with such variations (if any) as may be agreed.

Agreements between Council and local authorities.

(2) Any agreement entered into in pursuance of this section between the Council and the local authority for any district which is situate in the county may provide for the inclusion of the district of such local authority in the sewerage district for the purposes of the section of this Act whereof the marginal note is "Expenses of execution of Act."

(3) Before entering into an agreement in pursuance of this section the Council shall give notice of the intended agreement to the local authority for each constituent district and any such local authority may make representations to the Minister objecting to such intended agreement or to any of the terms thereof and such objection shall be determined by the Minister.

**34.** The Council and any local authority may enter into and carry into effect agreements and arrangements with reference to the transfer to and vesting in the Council of any sewer or other work of such local authority or any rights powers or interests of or exercised or exerciseable by such local authority in respect of any such sewer or other work.

Agreements for transfer of sewers &c. to Council.

**35.**—(1) In cases in which prior to the date of the passing of this Act an agreement has been made under

Varying existing agreements

A.D. 1931.  
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under sec-  
tion 28 of  
Public  
Health Act  
1875.

section 28 of the Public Health Act 1875 between two or more local authorities of constituent districts for the communication of the sewers of the local authority of one of such districts (in this section referred to as “the discharging authority”) with the sewers of the local authority of another such district (in this section referred to as “the receiving authority”) under which payments are required to be made for the use of the sewers of the receiving authority and for the treatment and disposal of sewage by the receiving authority (whether the payments are or are not expressed to be made for those purposes) the terms and conditions of any such agreement and the payments to be made by the discharging authority thereunder shall (as from the date on which the sewage from the sewers of the receiving authority into which the sewers of the discharging authority discharge is received into the sewers of the Council) be revised to such extent as may be reasonably necessary having regard to the transfer from the receiving authority to the Council of the obligation of disposing of sewage as provided by the section of this Act of which the marginal note is “Use of works by local authorities.”

(2) If any difference arises between the discharging authority and the receiving authority as to the nature and extent of any such adjustment the same shall be referred to and determined by an engineer to be appointed on the application of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 or any modification of that Act for the time being in force shall apply to the reference.

Existing  
officers.

**36.**—(1) In this section unless the context otherwise requires—

“Local authority” means the local authority of a constituent district and the local authority of any district outside the sewerage district with whom an agreement may be made under the provisions of the section of this Act of which the marginal note is “Agreements between Council and local authorities”;

“Officer” includes a servant and any person whose salary or wages is paid by a local authority;

“ The Act of 1922 ” means the Local Government and other Officers’ Superannuation Act 1922; A.D. 1931.  
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“ The Superannuation Acts ” means the Middlesex County Council (Superannuation) Acts 1921 to 1930.

(2) The Council and any officer employed by a local authority in connection with the sewerage or the disposal of the sewage of their district may enter into and carry into effect an agreement (hereinafter referred to as “ the transfer agreement ”) for the transfer of such officer to the service of the Council on such date as may be agreed and any officer transferred to the service of the Council in pursuance of any such agreement is in this section referred to as a “ transferred officer ”;

(3) Every transferred officer shall hold his office by the same tenure and upon the same terms and conditions as if this Act had not been passed and while performing similar duties shall receive not less salary or remuneration and be entitled to not less pension if any than the salary remuneration or pension to which he would have been entitled if this Act had not been passed.

(4) If at any time within five years after the day on which he is transferred to the service of the Council any transferred officer is required by the Council to perform duties which are not analogous to or which are an unreasonable addition to those which he is required to perform immediately before the day on which he is transferred he may relinquish his office.

(5) Every transferred officer who relinquishes his office under the power conferred by subsection (4) of this section and every transferred officer whose office is abolished or whose appointment is terminated or whose salary is reduced within five years after the day on which he is transferred to the service of the Council because his services are not required or his duties are diminished and not on the ground of misconduct shall be deemed unless the contrary is shown to have suffered a direct pecuniary loss in consequence of this Act.

(6) Where before the day on which any transferred officer is transferred to the service of the Council the local authority from whom he is transferred has whether alone or in combination with any other local authority

A.D. 1931. — adopted the Act of 1922 and that Act applies to such authority and the officer held a post which on that date was a designated post thereunder the provisions of subsection (1) of section 8 (Reckoning service in case of transfer) of the Act of 1922 shall apply as if the Council had adopted that Act and had designated the transferred officer's post as an established post for the purposes thereof and as if he had been transferred to the service of the Council with the consent of the local authority in whose service he was immediately before his transfer :

Provided that the Council shall not by reason of anything in this subsection be deemed to have adopted the Act of 1922 except so far as is necessary for the purposes of this subsection.

(7) In their application to a transferred officer to whom subsection (6) of this section applies the provisions of the Superannuation Acts shall have effect subject to the following modifications :—

- (a) For the purposes of the Superannuation Acts any service of a transferred officer before the day on which he is transferred to the service of the Council which would have been treated as contributing service for the purposes of the Act of 1922 shall be treated as contributing service ;
- (b) For the purposes of the provisions of the Superannuation Acts relating to the return of contributions the contributions paid by a transferred officer under the Act of 1922 shall be treated as having been paid to the Council's superannuation fund ;
- (c) Where a transferred officer resigns his office under the Council and is not entitled to any superannuation allowance under the Superannuation Acts or to compensation for loss of office or employment under this Act but would otherwise be entitled to receive from the Council a sum equal to the amount of his contributions to the Council's superannuation fund then if the officer enters the service of a local authority who have adopted the Act of 1922 and is required to contribute to the



superannuation fund established by such authority either alone or in combination with any other local authorities and if the officer informs the Council thereof at the time of tendering his resignation the Council shall pay to the local authority whose service he enters the amount of such contributions together with a sum which when added to the amount of such contributions will equal the sum which would have to be paid by the officer under section 8 subsection (2) of the Act of 1922 to entitle him to reckon his service with the Council for the purposes of that Act and such payment by the Council shall be deemed to be a payment by the officer for the purposes of the said subsection (2).

(8) Every officer who was in the service of a local authority on the first day of January nineteen hundred and thirty-one and who immediately before the date on which the sewage of such authority is received into the sewers of the Council is employed by such authority in connection with the sewerage or the disposal of the sewage of their district and who by virtue of this Act or of anything done in pursuance of or in consequence thereof suffers any direct pecuniary loss by abolition of office by termination of his appointment or by diminution or loss of fees salary or emoluments (and for whose compensation for that loss no other provision is made by any enactment for the time being in force) shall unless he has declined to enter into a transfer agreement under this section be entitled to compensation for that loss from the Council.

(9) The provisions set out in the Eighth Schedule to the Local Government Act 1929 except paragraph 11 and subparagraphs (b) and (c) of paragraph 16 thereof shall apply to the determination of compensation to officers under this Act as if such provisions were re-enacted in and formed part of this Act and as if references to that Act were references to this Act and in the application of those provisions the "appointed day" shall mean the date on which the sewage of the local authority by whom the officer was employed is received into the sewers of the Council.

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(10) No officer shall be entitled to receive compensation under this Act for pecuniary loss and a superannuation or retiring allowance in respect of the same period of service and the same pecuniary loss.

#### PROTECTIVE PROVISIONS.

For protection of Richmond Corporation.

**37.** Notwithstanding anything in this Act the following provisions for the protection of the mayor aldermen and burgesses of the borough of Richmond (Surrey) (in this section respectively referred to as "the corporation" and "the borough") shall unless otherwise agreed in writing between the Council and the corporation have effect (that is to say):—

- (1) The conduit (Work No. 7) by this Act authorised and all buildings structures works and conveniences forming part thereof or in connection therewith and any renewal substitution or enlargement of the said conduit or such buildings structures works and conveniences shall so far as the same shall be situate in the Isleworth Ait be so constructed that the highest part of the said conduit or any such renewal substitution or enlargement thereof shall not be at a less depth below the surface of the ground than four feet and that the highest part of any such buildings structures works and conveniences and any renewal substitution or enlargement thereof shall not be above the surface of the ground:
- (2) The said conduit and the outlets therefrom and all such buildings structures works and conveniences and any renewal substitution or enlargement thereof so far as the same shall be situate in the river Thames or in the said ait or the banks thereof shall be so constructed that no part of such conduit outlets buildings structures works and conveniences and any renewal substitution or enlargement thereof shall be visible from any part of the banks of the said river in the borough:
- (3) In executing the said works in the said ait the Council shall not so far as they can reasonably avoid doing so cut disturb or otherwise interfere with any trees shrubs or underwood and the Council shall at the earliest suitable opportunity

as and so often as they shall complete the execution of any of the said works plant such number of trees and shrubs of a similar species as shall be necessary to replace the trees and shrubs which shall have been so unavoidably disturbed or interfered with and the Council shall at all times renew maintain and properly cultivate the trees and shrubs so planted If the Council shall at any time fail to comply with the provisions of this subsection the corporation may themselves enter upon the said works and any lands in the said ait and do all such works and things as may be necessary as aforesaid and the Council shall on demand pay to the corporation the costs and expenses reasonably incurred by the corporation in so doing.

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**38.** Within one year after the completion of so much of Work No. 2 by this Act authorised as lies between the sewage disposal works (Work No. 1) by this Act authorised and Western Avenue in the borough of Ealing the Council shall construct an intercepting sewer to enable them to receive and dispose of the sewage from the Northolt sewage works of the mayor aldermen and burgesses of the borough of Ealing and such sewage shall thereupon be received and disposed of accordingly.

For protec-  
tion of  
Ealing Cor-  
poration.

**39.** For the protection of the mayor aldermen and burgesses of the borough of Twickenham (hereinafter in this section referred to as "the corporation") the following provisions shall apply and have effect unless otherwise agreed in writing between the corporation and the Council (that is to say):—

For pro-  
tection of  
corporation  
of Twicken-  
ham.

- (1) Notwithstanding anything contained in this Act the Council shall not otherwise than by agreement enter upon take or use the refuse destructor buildings workmen's cottages hospital offices and stores belonging to the corporation and included in the property numbered 1 in respect of Work No. 5d on the deposited plans or any of them or any part or parts thereof or the lands on which the same are situate:

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- (2) The Council shall for the purposes of the construction and maintenance of the works by this Act authorised where they will be situate on or under any lands belonging to the corporation acquire an easement only in such lands in accordance with and subject to the provisions of the section of this Act of which the marginal note is "Acquisition of easements":
- (3) The Council shall at least one month before commencing any works on or under any lands other than highways in the borough of Twickenham belonging to the corporation submit to the corporation plans sections and particulars of such works for their reasonable approval and the said works shall be executed and maintained in accordance with such plans sections and particulars:
- Provided that if within the said period of one month after the submission to the corporation of such plans sections and particulars the corporation do not express to the Council their disapproval thereof and their objections thereto they shall be deemed to have approved thereof:
- (4) The said works shall be carried out in such a manner as to cause as little interference with the property of the corporation and with as little inconvenience to the corporation in the use and enjoyment of their property as is reasonably practicable and all works carried out by the Council on any property of the corporation shall be carried out and completed with all reasonable dispatch:
- (5) Notwithstanding anything contained in the section of this Act of which the marginal note is "Liability for disused works" the corporation may (if they think fit) retain any disused works (whether buildings plant and machinery or buildings only or plant or machinery only) or any part thereof in respect of which there is no outstanding liability in respect of money borrowed by the corporation for the construction thereof or in respect of which any such liability

which has not been discharged is retained by the corporation: A.D. 1931.

(6) The Council shall to the reasonable satisfaction of the corporation restore or make good the surface of the ground on the completion of any works carried out by them upon the lands of the corporation and in the case of the removal by the Council of any disused works in pursuance of this Act upon such removal The Council shall also to the like satisfaction if so required by the corporation fill in the pump well on the property numbered 1 in respect of Work No. 5d on the deposited plans if the same shall not be required for the purposes of the works by this Act authorised and restore or make good the surface of the ground at the site of the said pump well:

(7) Any difference which may arise between the corporation and the Council under the provisions of this section shall be referred to and determined by an arbitrator to be appointed on the application of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 or any modification of that Act for the time being in force shall apply to the reference.

**40.** For the protection of the urban district council of Brentford and Chiswick (in this section referred to as "the district council") the following provisions shall unless otherwise agreed in writing between the Council and the district council apply and have effect (that is to say):—

For protection of Brentford and Chiswick Urban District Council.

(1) The Council shall not purchase or otherwise acquire under the powers of this Act any of the lands belonging to the district council and numbered 16 on the deposited plans in the urban district of Brentford and Chiswick and 2 on the deposited plans in the urban district of Heston and Isleworth but in lieu thereof the Council may acquire easements only in such lands in accordance with the provisions of the section of

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this Act whereof the marginal note is  
“ Acquisition of easements ” :

- (2) The Council shall not purchase or otherwise acquire enter on take appropriate or use under the powers of this Act the lands belonging to the district council and forming the site of the Brentford Isolation Hospital :
- (3) In the construction of so much of the sewers by this Act authorised as will be situate in the enclosures numbered on the deposited plans 16 in the urban district of Brentford and Chiswick and 2 in the urban district of Heston and Isleworth the Council shall not deviate horizontally from the lines thereof as shown on the deposited plans without the previous consent in writing of the district council which consent shall not be unreasonably withheld :
- (4) The portion of the sewer Work No. 2j by this Act authorised which is to be constructed above ground through the enclosures numbered on the deposited plans 16 in the urban district of Brentford and Chiswick and 2 in the urban district of Heston and Isleworth shall be constructed in accordance with plans sections and specifications to be submitted to and reasonably approved by the district council who in giving their approval shall be entitled to require the observance by the Council of such conditions as may be reasonably required for the protection of the amenities of the neighbourhood and without prejudice to the generality of the foregoing provisions the district council shall be entitled to require that the sewer so far as it is situate above ground shall be covered over and supported either by an embankment with or without terraces or in such other manner as the district council may reasonably require If the sewer is constructed on an embankment the Council shall provide openings therein suitable and convenient for the use of pedestrians :
- (5) In constructing the said sewer below the surface of the ground through Boston Manor Park numbered 16 on the deposited plans in the

urban district of Brentford and Chiswick the works shall be carried out in a tunnel without interfering with the surface of the ground wherever that course is reasonably practicable and may be necessary in order to prevent damage to the roots of the trees growing in the said park:

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- (6) If any difference shall arise under this section between the Council and the district council such difference shall be referred to and determined by an arbitrator to be agreed upon between them or in default of agreement to be appointed upon the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

**41.**—(1) Notwithstanding anything contained in the section of this Act of which the marginal note is “ Power to deviate ” the Council in the construction of so much of the sewers and pumping main works Nos. 3 4 and 8 by this Act authorised as will be situate in the urban district of Hayes and Harlington shall not deviate upwards from the levels of such sewers and pumping main as shown on the deposited sections without the previous consent in writing of the urban district council of Hayes and Harlington which consent shall not be unreasonably withheld.

For protection of  
Hayes and  
Harlington  
Urban  
District  
Council.

(2) For the purpose of ascertaining the dry weather flow under subsection (3) of the section of this Act whereof the marginal note is “ Interpretation ” in relation to the sewage of the urban district of Hayes and Harlington and notwithstanding anything in this Act contained the flow of sewage shall be calculated on the basis of forty-five gallons per head of the population so long as a considerable number of persons residing in other areas are employed in factories and workshops in the said urban district.

(3) Any question between the Council and the said urban district council under this section shall be determined by the Minister.

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For pro-  
tection of  
Hendon  
Urban  
District  
Council.

**42.** Notwithstanding anything in this Act contained the Council shall not purchase or otherwise acquire enter on take appropriate or use under the powers of this Act any lands belonging to the urban district council of Hendon and within the limits of deviation shown on the deposited plans but in lieu thereof the Council may acquire easements only in such lands in accordance with the provisions of the section of this Act of which the marginal note is "Acquisition of easements."

For pro-  
tection of  
Heston and  
Isleworth  
Urban  
District  
Council.

**43.** Notwithstanding anything in this Act or shown on the deposited plans the following provisions for the protection of the Heston and Isleworth Urban District Council shall unless otherwise agreed in writing between that council and the Council apply and have effect (that is to say) :—

- (1) In this section the expression "the Heston Council" means the Heston and Isleworth Urban District Council the expression "the Heston district" means the urban district of Heston and Isleworth or any extension or diminution thereof the expression "the existing works" means the existing sewage disposal works of the Heston Council situate on the lands in the Heston district numbered 102 on the deposited plans including the ejector thereon :
- (2) The Council shall not acquire any portion of the lands in the Heston district numbered 84 and 86 in respect of Work No. 2 on the deposited plans and lying to the north of the straight line shown on the said plans connecting the letters M and N marked on those plans nor shall they acquire the lands in the Heston district numbered 111 in respect of Work No. 1 on such plans but the Council may subject to and in accordance with the section of this Act of which the marginal note is "Acquisition of easements" acquire from the Heston Council and the Heston Council shall sell to the Council such easements and rights in the said lands numbered 84 86 and 111 as may be reasonably



necessary to enable the Council to construct and maintain and obtain access to Work No. 2 Work No. 6 Work No. 7 and Work No. 8 by this Act authorised :

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- (3) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof as incorporated with this Act shall not extend or apply to the said lands in the Heston district numbered on the deposited plans 84 and 86 in respect of Work No. 2 and 111 in respect of Work No. 1 without the consent in writing of the Heston Council which consent shall not be unreasonably withheld :
- (4) If at any time any nuisance shall in the reasonable opinion of the Heston Council be caused by the works by this Act authorised the Heston Council may by notice in writing require the Council to roof in and cover over in such a manner as to exclude the external air therefrom such of the said works and carry out such other works as the Heston Council may reasonably consider necessary to abate such nuisance and prevent any recurrence thereof All such works of covering over and other works shall be constructed and from time to time (as may be necessary) altered enlarged and extended in accordance with plans sections and particulars to be previously submitted to and reasonably approved by the Heston Council and under the superintendence (if given) and to the reasonable satisfaction of the engineer of the Heston Council and shall at all times be maintained by the Council to the like satisfaction :

Provided that if the said engineer does not express his disapproval of any such plans sections and particulars within one month after the same shall have been submitted to the Heston Council he shall be deemed to have approved thereof :

- (5) Within six months from the passing of this Act the Heston Council shall sell and the Council shall purchase at such price as may have been

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agreed between the Council and the Heston Council the existing works and as from the date of the completion of the said purchase the Heston Council shall cease to be responsible for the reception and disposal of the sewage of the Heston Council and the Council shall thereafter receive and dispose of the same and all future quantities of the sewage of the Heston Council whether in excess of the present quantity or not and the Council shall construct and maintain all such works and execute and do all such acts and things as may from time to time be necessary to effectually receive and dispose of the said sewage of the Heston Council:

- (6) If any difference shall arise between the Heston Council and the Council under the provisions of this section such difference shall be referred to and determined by the Minister:
- (7) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or of any enactment incorporated therewith which would enure for the benefit or protection of the Heston Council.

For protec-  
tion of  
railway  
companies.

**44.** For the protection of the Great Western Railway Company the London Midland and Scottish Railway Company the London and North Eastern Railway Company the Southern Railway Company the Metropolitan Railway Company the Metropolitan District Railway Company the Great Western and Great Central Railways Joint Committee and the Metropolitan and Great Central Joint Committee (in this section referred to collectively and severally as "the railway company") the following provisions shall unless otherwise agreed in writing between the railway company and the Council apply and have effect (that is to say):—

- (1) In constructing laying down and executing and also (except in cases of emergency) in effecting the repairs or renewals of any work of the Council by this Act authorised which may be situate upon across over under or in any way affecting the railway or property or works of the railway company (all of which works of the

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Council are hereinafter called "the authorised works") the same shall be done by and in all things at the expense of the Council except as in this section is otherwise provided and under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the railway company (in this section referred to as "the said engineer") and at such time or times as he shall reasonably approve and so as not to interfere with the structure of any such railway or works and except in cases of repair according to plans sections specifications and particulars to be submitted to and reasonably approved by the said engineer before any of the authorised works shall be executed:

Provided that if the said engineer shall not signify his approval or disapproval of such plans sections specifications and particulars within twenty-eight days after they shall have been submitted to him he shall be deemed to have approved thereof:

Provided further that no manhole or inspection chamber shall be constructed upon the railway or property of the railway company and that no part of any of the authorised works shall be constructed so that it shall be less than three feet below the level of the rails of the railway:

- (2) The Council shall restore and make good to the reasonable satisfaction of the said engineer the railway and works of the railway company and the roads which the railway company are liable to maintain over or under any bridge or over any level crossing of such railway or over the approaches to any such bridge or level crossing so far as the same may be disturbed or interfered with by or owing to any of the operations of the Council:
- (3) If the railway company so elect they may themselves execute and maintain the authorised works or any of them and may recover the reasonable cost of so doing from the Council

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(including compensation payable to any workmen or their legal representatives or dependants who may be injured or killed whilst employed by the railway company in and about such works):

- (4) The authorised works shall be constructed executed and maintained so as to cause as little injury as may be to the railway or works of the railway company and so as not to cause any interruption to the passage or conduct of traffic over such railway and if any such injury or interruption shall arise from the acts or operations of the Council or by reason of the failure of the Council to maintain the authorised works or any of them or if any bursting leakage or failure of any of the authorised works over under or near to any railway or works of the railway company shall cause any injury to such railway or works all such injury shall forthwith be made good by the Council at their own expense and to the reasonable satisfaction of the said engineer and the Council shall be responsible for and save harmless and indemnify the railway company from all claims in respect of any such injury or interruption and shall make compensation to the railway company for and in respect thereof including any compensation payable as aforesaid and compensation for any disturbance of traffic which the construction or maintenance of the authorised works may entail:
- (5) In the event of the Council failing to make good such injury as aforesaid or failing to maintain the authorised works in substantial repair and good order to the reasonable satisfaction of the said engineer the railway company after giving to the Council not less than fourteen days' notice except in case of emergency when they shall give the longest notice practicable may make good the same and make and do in and upon as well the lands of the Council as their own lands all such repairs and things as may be reasonably requisite and recover the reasonable expense

thereof (including compensation payable as  
aforesaid) from the Council: A.D. 1931.

- (6) If by reason of the construction or maintenance of any of the authorised works it shall become necessary to reconstruct alter strengthen underpin or in anywise interfere with the structure of any bridge embankment or other work of the railway company such reconstruction alteration strengthening or underpinning shall be carried out by the railway company after seven days notice of their intention so to do to the Council at such times and in such manner as they think expedient or necessary and the reasonable cost thereof shall be borne and paid by the Council:
- (7) If it should be necessary during the construction of any of the authorised works or by reason of the existence of the same to alter any of the telegraph telephone or signal posts wires or cables or other work or apparatus belonging to or on the railway of the railway company the railway company may effect such alterations and the Council shall repay to them the reasonable expenses incurred by them in and connected with such alterations:
- (8) The Council shall not under the powers of this Act acquire compulsorily any lands of the railway company save and except that the Council may acquire and the railway company on being required so to do by the Council shall sell to the Council such a right or easement as may be necessary to enable the Council to construct and maintain any of the authorised works over under or across the railway or property of the railway company and the Council shall pay to the railway company for any right or easement which they may so require the railway company to sell such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts:
- (9) The Council shall not without the consent of the railway company which shall not be unreasonably withheld either temporarily or permanently enter upon use or interfere with the

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railway or works of the railway company save only so far as may be necessary for the construction and maintenance of the authorised works:

- (10) The Council shall bear and on demand pay to the railway company the reasonable expense (including compensation payable as aforesaid) of the employment by them during the construction and maintenance of any of the authorised works of such inspectors signalmen or watchmen to be appointed by the railway company as may be reasonably necessary for watching and protecting the said railway and the conduct of the traffic thereon with reference to and during the execution and maintenance of the said works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Council or their contractors or any person or persons in the employ of the Council or their contractors:
- (11) Nothing contained in this Act or in the Public Health Act 1875 shall prejudice or affect the existing right of the railway company to construct erect maintain or alter railways buildings or works upon any land belonging to them through or under which any of the authorised works shall be constructed:
- (12) Before the construction of any of the authorised works under or adjoining the railway any temporary works which may in the opinion of the said engineer be reasonably necessary to ensure the stability of the railway or works or property may and shall be carried out by the railway company for the Council and the reasonable costs thereof and any reasonable expenses incurred in connection therewith shall be repaid by the Council to the railway company on demand:
- (13) If any work is carried out by the railway company as aforesaid the Council shall repay to the railway company all sums properly expended

by them from time to time in or about the preparation of detailed drawings the construction and carrying out of the work and upon the materials required for the same including all reasonable costs of any necessary inspectors and watchmen and of the preparation and settlement of any plans sections and specifications of such works and materials :

- (14) If it shall be reasonably necessary at any time (either before or during the construction or within two years after the completion of the authorised works or any part thereof and in consequence of such construction) that any future or other works or appliances be constructed or measures of precaution taken either by way of addition to the existing works of the railway company or in connection with the authorised works or in relation to the method of construction of the authorised works so as to prevent the subsidence of or injury to any of the railways or works or property of the railway company the Council shall on being thereunto reasonably required in writing under the hand of the said engineer make and execute at their own expense and according to plans sections and specifications to be prepared by him and reasonably approved by the engineer to the Council such works or take such measures of precaution including the temporary cessation of the construction of the authorised works as the said engineer shall reasonably require The construction of the authorised works when commenced shall proceed with all reasonable dispatch :
- (15) If the railway company at any time or times hereafter in pursuance of any powers existing at the passing of this Act require to construct any additional or other works upon their lands or railway or to extend alter or repair their railway or other works upon across over or under which any of the authorised works may have been constructed or laid the railway company may after giving to the Council fourteen days' notice

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in writing under the hand of their secretary or general manager or in case of emergency after giving such notice as is reasonably practicable divert support or carry the authorised works across over or under the railway at any other point or otherwise deal with the same in as convenient a manner as circumstances will admit and doing as little damage as may be and so as not to interrupt or interfere with the flow of sewage or other liquid or solid matter without being liable to pay compensation in respect of such diversion supporting carrying or dealing with such works :

Provided that any works executed by the railway company under this subsection shall be executed in accordance with plans sections and specifications previously submitted to and reasonably approved by the Council and to the reasonable satisfaction of the Council :

- (16) Any additional expense which the railway company may reasonably incur in widening altering reconstructing repairing or maintaining in pursuance of any powers existing at the passing of this Act their railway or other works by reason of the existence of the authorised works shall be paid by the Council :
- (17) Nothing in this section contained shall prejudice alter or affect the rights of the railway company or the Council under any agreement between them relating to the sewers mains pipes or other works of the Council and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply :
- (18) Should the Council exercise the powers of section 16 of the Public Health Act 1875 in through or under any of the railway land or property of the railway company the provisions of this section shall apply thereto as if the works to be constructed were works authorised by the section of this Act of which the marginal note is " Power to make works " :



- (19) Except as in this section otherwise expressly provided any difference arising between the Council and the railway company respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed (failing agreement) at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 or any statutory re-enactment or modification thereof shall apply to any such reference and determination. A.D. 1931.  
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**45.** For the protection of the London United Tramways Limited and the Metropolitan Electric Tramways Limited (each of which companies is in this section referred to as "the company") the following provisions shall unless otherwise agreed in writing between the Council and the company apply and have effect (that is to say) :—

For protec-  
tion of  
London  
United  
Tramways  
Limited and  
Metropoli-  
tan Electric  
Tramways  
Limited.

- (1) In this section—

"the tramways" means the tramways and light railways owned or operated by the company and the substructure of such tramways and light railways and the posts wires and electrical and other apparatus used by the company in connection therewith;

"the said works" means such of the works authorised by or to be executed under or by virtue of the provisions of this Act as are to be constructed in across or under any street or road in which any of the tramways is situate or as will or may affect or interfere with any of the tramways:

- (2) Not less than twenty-eight days before commencing to execute any of the said works the Council shall give to the company notice in writing of their intention so to commence and such notice shall be accompanied by plans sections and particulars showing the nature and position of the said works and the manner in which the same are intended to be carried out:

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- (3) The said works shall be constructed in accordance with such plans sections and particulars as may be reasonably approved by the company or settled by arbitration as hereinafter in this section provided:

Provided that if the company do not within twenty-one days after the submission of such plans sections and particulars to them intimate their objections thereto or their requirements with respect thereto they shall be deemed to have approved the same:

- (4) The said works shall except as hereinafter otherwise provided be executed by and at the expense of the Council but to the reasonable satisfaction and under the superintendence (if after reasonable notice in writing from the Council such superintendence be given) of the engineer of the company and the reasonable costs charges and expenses of such superintendence shall be paid by the Council to the company:
- (5) The execution of the said works shall so far as practicable be carried on with reasonable expedition from the time when the same shall be commenced until the time when the same shall be completed and so as not unnecessarily to interrupt the traffic on the tramways and the Council shall pay to the company the reasonable cost incurred by the company in making provision by temporary tramways or otherwise for the continuous working of the tramways during the execution of the said works:
- (6) The Council shall repay to the company any expense to which they may be put in reinstating the tramways or any part of any road repairable by the company which may be interfered with by the execution of the said works and the expense of carrying out such works as may be reasonably necessary for the protection of the tramways and all additional expense to which the company may be put by reason of the said works:

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- (7) Where the execution of the said works will involve any alteration of or interference with the tramways the company instead of the Council may (if the company so desire) execute any such works of alteration or interference and the cost reasonably incurred by them in so doing shall be repaid to the company by the Council:
- (8) Where the repair or renewal of the said works will involve any interference with the tramways or any portion of a road repairable by the company the Council shall (except in cases of emergency) give to the company not less than forty-eight hours' notice in writing before commencing to effect such repair or renewal and the Council shall in effecting any such repair or renewal conform to such reasonable requirements as may be made by the company and the provisions of this section (other than subsections (2) and (3) thereof) shall (so far as they may be applicable) apply to any such repair or renewal as if they formed part of the said works:
- (9) The Council shall repay to the company the expense of the employment by the company during the execution of the said works of a sufficient number of inspectors watchmen and signalmen to be appointed by the company for watching and signalling and for managing and controlling the traffic on the tramways with reference to and during the execution of the said works but such superintendence shall not relieve the Council from liability for any accident which may be occasioned by or through the operations of the Council or their contractors agents or workmen:
- (10) If during or by reason of the execution of the said works or by reason of the failure of the said works or of the subsidence of any portion of the road in which any of the tramways is situate resulting from the execution maintenance or failure of the said works whether during the construction thereof or at any time thereafter

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or by reason of any act or omission of the Council or of their contractors or of any person in the employ of the Council or their contractors the tramways shall be injured or damaged such injury or damage may be made good by the company and the Council shall repay to the company the reasonable expense thereof and the Council shall indemnify the company against all losses which the company may sustain and shall pay all costs charges and expenses to which the company may be put or may incur by reason of such execution maintenance failure subsidence act or omission as aforesaid :

- (11) If by reason of the execution of the said works any extra cost shall at any time hereafter be reasonably incurred by the company in altering renewing repairing or maintaining the tramways such extra cost shall be borne and paid by the Council :
- (12) In the exercise of the powers of the section of this Act of which the marginal note is "Power to temporarily stop up or interfere with streets &c." the Council shall not without the consent in writing of the company which shall not be unreasonably withheld or otherwise than subject to such reasonable conditions as the company may attach to any such consent interrupt or interfere with the working of any of the tramways :
- (13) If any difference shall arise under this section between the Council and the company such difference shall be referred to and determined by an arbitrator to be agreed upon between them or in default of agreement to be appointed upon the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

Application  
of Electricity  
Acts.

**46.**—(1) Nothing in this Act shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electricity (Supply)

Acts 1882 to 1928 to which the provisions of section 15 of the Electric Lighting Act 1882 or of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 apply except in accordance with and subject to the provisions of those sections and for the purposes of those provisions the Council shall be deemed to be a local authority. A.D. 1931.  
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(2) If under the powers of this Act the Council shall stop up temporarily any street in which any works of any such undertakers as aforesaid have been placed such undertakers shall be entitled to reasonable means of access to any such street for the purpose of exercising their powers rights duties and obligations as such undertakers as aforesaid.

**47.** For the protection of the North Metropolitan Electric Power Supply Company (in this section referred to as "the company") the following provisions shall (in addition to any other provisions enuring for the protection of the company) unless otherwise agreed in writing between the Council and the company have effect:— For pro-  
tection of  
North  
Metropoli-  
tan Electric  
Power  
Supply  
Company.

(1) In this section—

the expression "apparatus" means all or any electric lines (as defined in the Electric Lighting Act 1882) and other apparatus belonging to the company;

the expression "the specified works" means any of the works authorised by this Act or by the provisions of the Public Health Acts applied by the section of this Act of which the marginal note is "Application of Public Health Acts" which will be laid or constructed in or under any part of a street or road in which any apparatus of the company is situate or under or over or within five yards measured horizontally from any apparatus of the company not situate in a street or road and includes any work of repairing maintaining renewing or removing any of those works:

(2) At least twenty-eight days before commencing to execute any of the specified works the

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Council shall except in case of emergency submit to the company for their approval plans and sections of the work proposed to be executed and particulars of the proposed manner of executing it and if the company disapprove thereof or make any requirement in relation thereto the work shall not be commenced until the plans sections and particulars have been agreed or settled by arbitration as hereinafter provided:

Provided that if the company do not within the period of twenty-one days from the submission of any plans sections or particulars under this subsection signify their approval or disapproval thereof or their requirement in relation thereto they shall be deemed to have approved thereof:

- (3) Each and every of the specified works shall be executed and maintained in accordance with the plans sections and particulars so approved or settled as aforesaid and to the reasonable satisfaction and under the supervision (if given) of the company's engineer who shall be entitled to inspect the specified works both during the execution and after the completion thereof. The Council shall supply the engineer with such information as he may reasonably require with regard to any of the specified works proposed to be executed and the dimensions strength and description of all materials used or to be used in the execution thereof:
- (4) If the specified works as proposed to be executed will interfere with or endanger (whether by subsidence or otherwise) any of their apparatus or impede the supply of electricity thereby the company may give notice to the Council to raise lower or otherwise alter the position of or to support such apparatus or to substitute temporarily or permanently other apparatus or to execute works for the protection of such apparatus in such manner as may be reasonably necessary. Any difference as to the reasonable necessity for or the extent or nature of such raising lowering alteration support or substitution or of

such protective works shall be settled by arbitration : A.D. 1931.

- (5) All such raising lowering alteration support or substitution or protective works as aforesaid shall be done and executed by and at the expense of the Council but to the reasonable satisfaction and under the supervision (if given) of the engineer of the company :

Provided that if the company by notice in writing to the Council within seven days after receipt by them of notice of the intended commencement by the Council of any of the specified works so require the company may by their own engineer and workmen execute any such raising lowering alteration support or substitution of the apparatus of the company or any such protective works as may be agreed or determined as aforesaid to the reasonable satisfaction and under the supervision (if given) of the Council's engineer :

- (6) The Council shall pay to the company the reasonable costs of any inspection or supervision by the company's engineer under this section of any work of the Council and any expenses reasonably incurred by the company under the proviso to subsection (5) hereof :
- (7) If in consequence of the construction use alteration repair or renewal of any of the works by this Act authorised or the failure or want of repair thereof or any subsidence caused by the construction thereof or otherwise in consequence of the exercise by the Council of any of the powers of this Act or by reason of any act or omission of the Council or of any of their contractors agents workmen or servants any damage to any apparatus of the company or any interruption in the supply of electricity by the company or any loss of electricity shall be in any way occasioned or sustained the Council shall make compensation to the company for and indemnify them against all damages losses claims or expenses incurred by or caused to the company by or by reason or in consequence of

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such damage interruption or loss and the amount of such compensation failing agreement shall be settled by arbitration:

- (8) Any difference which may arise between the Council and the company under this section and any matter required by this section to be submitted to arbitration shall be referred to and determined by a single arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of South West Suburban Water Company and Barnet District Gas and Water Company.

**48.** For the protection of the South West Suburban Water Company and Barnet District Gas and Water Company (each of whom is in this section called "the company") the following provisions shall notwithstanding anything in this Act or in the Public Health Acts contained and unless otherwise agreed in writing between the Council and the company apply and have effect (that is to say):—

- (1) In this section "apparatus" means all or any mains pipes syphons meters fittings or other works belonging to the company and "authorised work" means any work authorised by this Act or by the provisions of the Public Health Acts (in this section called "the said provisions of the Public Health Acts") referred to in the section of this Act of which the marginal note is "Application of Public Health Acts":
- (2) Before commencing to execute any authorised work in any street in which any apparatus is situate whereby any apparatus may be affected the Council shall (except in case of emergency in which case the Council shall give to the company the longest notice they reasonably can give having regard to the urgency of the works to be executed) give twenty-one days' notice in writing to the company of their intention to execute such work and shall at the same time deliver to the company a plan



and section of such authorised work The Council shall also give to the company all such further information in relation to such authorised work as the company may reasonably require :

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- (3) If it should appear to the company that the execution of such authorised work as proposed would interfere with or endanger any apparatus or interfere with the access thereto or impede the supply of water or gas by means thereof the company may within twenty-one days from the receipt by the company of the notice referred to in subsection (2) of this section give notice to the Council to alter the position of such apparatus in such manner as may be reasonably necessary and any difference as to the necessity for such alteration or the manner of carrying out the alteration shall be settled by arbitration under this section and all such alterations shall (save as in this section provided) be carried out by and at the expense of the Council with as little detriment and inconvenience to the company as the circumstances will admit and to the reasonable satisfaction of the engineer of the company and under his superintendence unless after receiving not less than three days' notice for that purpose (which notice the Council are hereby required to give except in cases of emergency) he refuse or neglect to give such superintendence at the time specified in the notice for the commencement of such work or discontinue the same during the execution of such work :
- (4) The Council in executing any authorised work shall not remove or displace any apparatus or do anything to endanger any apparatus or impede the passage of water or gas into or through any apparatus or interfere with the access thereto without the consent of the company or in any other manner than the company shall approve until good and sufficient apparatus and other works necessary or proper for continuing the supply of water or gas as sufficiently

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as the same was supplied by the apparatus proposed to be removed or displaced shall at the expense of the Council have been first made and laid down in lieu thereof and be ready for use to the reasonable satisfaction of the engineer of the company :

- (5) Whenever by reason of the exercise by the Council of the powers of this Act or the said provisions of the Public Health Acts any apparatus (other than apparatus for which new apparatus has been substituted by or at the expense of the Council) shall be rendered derelict useless or unnecessary the Council shall forthwith pay to the company such a sum as may be agreed between the Council and the company or as failing such agreement shall be determined by arbitration under this section to be the then value of such apparatus and such apparatus shall thereupon become the property of the Council and in addition to such payment the Council shall pay to the company the reasonable cost of and incidental to the cutting off of any such derelict useless or unnecessary apparatus from any other apparatus of the company and of and incidental to any other works or things rendered necessary or expedient in consequence of such apparatus being rendered derelict useless or unnecessary by the exercise by the Council of the powers of this Act or of the said provisions of the Public Health Acts :
- (6) Wherever by reason of the exercise by the Council of the powers of this Act or of the said provisions of the Public Health Acts any replacement of old apparatus by new apparatus or any addition to existing apparatus shall be rendered reasonably necessary the Council at their own expense shall provide all such apparatus of a quality equal to that replaced or added to and lay and connect the same in such position as may be reasonably required by the company to the reasonable satisfaction of the engineer of the company and in such

manner as not to cause without the consent in writing of the company any interruption in the continuous supply of water or gas to the inhabitants of their area of supply :

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- (7) The Council in executing any authorised work shall make good all damage done by them to any apparatus and shall make compensation to the company for any loss damage costs or expenses which they may sustain by reason of any interference with such apparatus or the access thereto or with the private service pipes of any person supplied by the company with water or gas :
- (8) If the company shall desire to execute the works connected with any alteration of position removal displacement or renewal of or necessary additions to any apparatus under this section or shall desire to provide such new or additional apparatus and shall within fourteen days of the receipt of the notice referred to in subsection (2) of this section give not less than seven days' notice in writing thereof to the Council the company may themselves carry out the works and shall commence execute and complete the same with all reasonable dispatch and to the reasonable satisfaction of the Council and all reasonable expenses properly incurred by them in connection with the works or provision of apparatus shall be repaid to them by the Council :
- (9) When the Council under the powers of this Act or of the said provisions of the Public Health Acts temporarily stop up or interfere with alter or divert any street or part of a street in which any apparatus is situate they shall provide reasonable access for the officers and servants of the company for the purpose of enabling them to inspect repair and renew any of the apparatus :
- (10) If any difference shall arise with respect to any matter under this section between the Council and the company or their respective engineers the matter in difference shall be referred to and settled by an arbitrator to be

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appointed on the application of either party (after notice thereof in writing to the other) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration :

In settling any question under this section an arbitrator shall have regard to any duties or obligations which the company may be under in respect of their apparatus and may if he thinks fit require the Council to execute any temporary or other works so as to avoid so far as may be reasonably possible interference with any purpose for which the company's apparatus is used.

For protection of certain gas companies.

**49.** For the protection of the Gas Light and Coke Company the Uxbridge Maidenhead Wycombe and District Gas Company and the Hampton Court Gas Company (each of which companies is in this section referred to as "the company") the following provisions shall unless otherwise agreed in writing between the company and the Council apply and have effect (that is to say) :—

- (1) Not less than twenty-eight days before commencing any work authorised by this Act in under or over any street road or bridge in on or under which any mains pipes valves plugs stop-cocks or other works or apparatus (in this section referred to as "apparatus") of the company are situate the Council shall deliver to the company a plan section and description of such work describing the proposed manner of executing the work :
- (2) (a) At any time within twenty-eight days from the receipt of any such plan section and description the company may by notice in writing to the Council intimate their disapproval of the proposed manner of executing such work so far as it involves interference with the apparatus of the company or might endanger any apparatus of the company or make any reasonable requirement with respect to such plan section or description and in particular they may

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require the Council to provide and lay down such works and apparatus as may be reasonably specified by the company and to remove divert raise sink or otherwise alter the position of and to support any apparatus of the company and to substitute temporarily or otherwise other apparatus in such manner as may be specified by the company :

Provided that if the company shall not within the said period of twenty-eight days give any such notice in writing to the Council as aforesaid they shall be deemed to have approved the plan section and description as submitted to them ;

(b) Any difference between the company and the Council shall be determined by arbitration as hereinafter provided :

- (3) The Council shall not execute any such work as aforesaid except in strict accordance with the said plan section and description as so approved by the company or settled by arbitration and subject thereto shall execute such work to the reasonable satisfaction of the company :
- (4) All works to be executed or provided under this section or any other provision of this Act in connection with any apparatus of the company shall except as hereinafter provided be so executed or provided by and at the expense of the Council but to the reasonable satisfaction and under the superintendence (if after reasonable notice in writing from the Council such superintendence be given) of the engineer of the company and the reasonable costs charges and expenses of such superintendence shall on demand be paid by the Council to the company :
- (5) Any diversion or alteration under the provisions of this section of the position of any apparatus of the company or any protective or substituted works which may be agreed between the company and the Council or settled by arbitration shall if the company so desire be executed by them provided that the company within

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twenty-eight days after the receipt of the plan section and particulars or description of the work relating to or necessitating such diversion or alteration or protective or substituted works to be delivered to them under subsection (1) of this section give notice of their intention so to execute the same and the company shall subject to the provisions of this section commence such diversion or alteration or protective or substituted works when requested so to do by the Council and execute and complete the same with all reasonable dispatch. The Council shall repay to the company the expense reasonably incurred by the company in executing any diversion or alteration or protective or substituted works under the provisions of this subsection :

- (6) The Council shall make good all damage done by them to any apparatus or property of the company in the exercise of the powers of this Act and shall make full compensation to the company for any loss or damage which they may sustain by reason of any interference with any such apparatus or property and shall indemnify the company against all penalties claims demands proceedings costs damages and expenses which may be made or taken against the company or which the company may incur by reason of any interruption in the supply of gas by the company or any interference with any apparatus of the company resulting from such exercise :
- (7) If any loss of gas shall be sustained by the company by reason of any act or omission of the Council or of any of their contractors agents workmen or servants or any person in the employ of them or any of them the Council shall pay to the company the value of any gas so lost as aforesaid :
- (8) Notwithstanding the stopping up temporarily under the powers of this Act of any street road footpath way or place or any part thereof in which any apparatus of the company is situate

the officers and servants of the company shall be entitled at all times to have access to such apparatus for the purposes of inspecting repairing maintaining removing or renewing the same and the Council shall afford reasonable facilities for such access :

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- (9) The company may if they think fit employ such watchmen and inspectors as they may deem reasonably necessary to watch and inspect the execution of any works under the powers of this Act so far as such works will or may interfere with or affect any apparatus of the company and the reasonable cost of the employment of such watchmen or inspectors shall be borne by the Council and be paid by them upon demand to the company :
- (10) The expenses of all repairs or renewals of any apparatus of the company which may be rendered necessary by or in consequence of the acts or defaults of the Council their contractors agents workmen or servants or any person in the employ of them or any of them or of any subsidence resulting from the works of the Council whether during the construction of such works or at any time after the completion of the same shall be borne by the Council and paid by them on demand to the company :
- (11) If any difference shall arise between the Council and the company under this section (other than a difference as to the meaning or construction of this section) such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

**50.** For the protection of the Colne Valley Water Company (in this section called "the company") the following provisions shall unless otherwise agreed in

For protection of Colne Valley Water Company.

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— (that is to say) :—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans—

(i) So much of the sewer (Work No. 2) or any works connected therewith as will be situate in on or under any lands of the company in the urban district of Wembley delineated and coloured pink on the plan dated the nineteenth day of March nineteen hundred and thirty-one and signed by John Duncan Watson on behalf of the Council and Charles Purves Sinclair on behalf of the company shall not be constructed otherwise than on the line shown by the red line on the said plan ;

(ii) The Council shall not acquire any part of the said lands but may acquire an easement or right therein for making maintaining repairing inspecting cleansing managing using working and obtaining access to so much of the said sewer and such works as aforesaid in accordance with the section of this Act whereof the marginal note is " Acquisition of easements " and the Council may for the purpose of constructing the said sewer enter upon any part of the said lands lying at a distance not exceeding ten yards from the southern boundary thereof ;

(iii) No part of the said sewer or any works connected therewith constructed in under or upon the said lands shall be constructed at a less depth than fifteen feet below the surface of the said lands :

(2) Not less than fourteen days before commencing any works by this Act authorised in or under any street or road in or under which are situate any mains pipes or other works (hereinafter called " apparatus ") of the company or in or under the said lands coloured pink as aforesaid the Council shall deliver to the company plans sections and descriptions of the works



describing the proposed manner of executing the same: A.D. 1931.

- (3) The company may at any time within twenty-eight days from the receipt of such plans sections and descriptions intimate to the Council in writing their requirements so far as such works may affect the company's apparatus:

Provided that if the company shall not within the said twenty-eight days so intimate to the Council they shall be deemed to have no requirements:

- (4) The Council shall not construct the said works except in accordance with the said plans sections and descriptions as approved by the company or settled by arbitration as hereinafter provided and shall carry out all such works to the reasonable satisfaction of the company:
- (5) Not less than fourteen days before commencing the construction of any of the said works in any street or road in or under which any apparatus of the company is situate or in or under the said lands coloured pink as aforesaid the Council shall give to the company notice in writing of their intention to commence such construction and shall state in such notice the place and time at which they propose so to commence and if within fourteen days after the receipt of such notice the company shall give notice to the Council of their intention themselves to lay down any substituted apparatus or to execute any other works which may be reasonably necessary to or in connection with any apparatus in any such street or road it shall be lawful for the company instead of the Council to lay down such apparatus or to execute such works;

Any such works executed by the company shall be carried out by the company with all reasonable dispatch and the cost reasonably incurred by them in so doing shall on demand be repaid to the company by the Council:

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- (6) The Council shall not raise sink or otherwise alter the position of any apparatus of the company or alter the level of any street road or footpath in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet where the covering now existing is not less than three feet or less than the existing covering where such existing covering is less than three feet unless the Council shall in each case protect such apparatus from frost or injury by artificial covering to the reasonable satisfaction of the company or a covering of more than five feet where the covering now existing does not exceed five feet or more than the existing covering where such existing covering exceeds five feet unless the Council in either of such last-mentioned cases provide special means of access to the same to the reasonable satisfaction of the company:
- (7) Where the Council under the powers of this Act stop up temporarily any street or road or part of a street or road in which any apparatus of the company is situate the officers and servants of the company shall have free access to and along such street or road or part of a street or road for the purpose of enabling them to inspect repair or renew any such apparatus and the Council shall provide all reasonable facilities for that purpose:
- (8) The company may where reasonably necessary employ watchmen or inspectors to watch any of the said works to be executed by the Council whereby the company's apparatus will or may be interfered with or affected and the reasonable expenses thereof shall be borne by the Council:
- (9) If any interruption in the supply of water by the company shall without the written authority of the company be in any way occasioned by the Council or by any of their contractors agents workmen or servants during the construction or subsequent maintenance of the Council's works the Council shall indemnify and compensate the company in respect of any loss or

damage which they may sustain by reason or in consequence of such interruption: A.D. 1931.

- (10) The expenses of all repairs or renewals of the company's apparatus or any works in connection therewith which may be rendered necessary by reason of any subsidence resulting from the said works whether during the construction of such works or at any time within twelve months after completion thereof shall be borne by the Council:
- (11) The Council shall pay to the company the amount of any expenses reasonably incurred by the company in connection with the alteration of any private communication pipes rendered necessary by reason or in consequence of the exercise of the powers of this Act:
- (12) If any difference shall arise between the company and the Council under this section the same shall (save so far as is by this section otherwise expressly provided) be referred to and settled by an arbitrator to be agreed upon between the Council and the company or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

**51.** For the protection of the Rickmansworth and Uxbridge Valley Water Company (in this section referred to as "the company") the following provisions shall notwithstanding anything in this Act or in the Public Health Acts contained and unless otherwise agreed in writing between the Council and the company apply and have effect (that is to say):—

For protection of Rickmansworth and Uxbridge Valley Water Company.

- (1) Not less than fourteen days before commencing any works by this Act authorised in or under any street or road in or under which are situate any mains pipes or other works (hereinafter called "apparatus") of the company the Council shall deliver to the company plans sections and descriptions of the works describing the proposed manner of executing the same:

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- (2) The company may at any time within twenty-eight days from the receipt of such plans sections and descriptions intimate to the Council in writing their requirements so far as such works may affect the company's apparatus :

Provided that if the company shall not within the said twenty-eight days so intimate to the Council they shall be deemed to have no requirements :

- (3) The Council shall not construct the said works except in accordance with the said plans sections and descriptions as approved by the company or settled by arbitration as hereinafter provided and shall carry out all such works to the reasonable satisfaction of the company :

- (4) Not less than fourteen days before commencing the construction of any of the said works in any street or road in or under which any apparatus of the company is situate the Council shall give to the company notice in writing of their intention to commence such construction and shall state in such notice the place and time at which they propose so to commence and if within fourteen days after the receipt of such notice the company shall give notice to the Council of their intention themselves to lay down any substituted apparatus or to execute any other works which may be reasonably necessary to or in connection with any apparatus in any such street or road it shall be lawful for the company instead of the Council to lay down such apparatus or to execute such works :

Any such works executed by the company shall be carried out by the company with all reasonable dispatch and the cost reasonably incurred by them in so doing shall on demand be repaid to the company by the Council :

- (5) The Council shall not raise sink or otherwise alter the position of any apparatus of the company or alter the level of any street road or footpath in which any such apparatus is situate

so as to leave over such apparatus a covering of less than three feet where the covering now existing is not less than three feet or less than the existing covering where such existing covering is less than three feet unless the Council shall in each case protect such apparatus from frost or injury by artificial covering to the reasonable satisfaction of the company or a covering of more than five feet where the covering now existing does not exceed five feet or more than the existing covering where such existing covering exceeds five feet unless the Council in either of such last-mentioned cases provide special means of access to the same to the reasonable satisfaction of the company :

- (6) Where the Council under the powers of this Act stop up temporarily any street or road or part of a street or road in which any apparatus of the company is situate the officers and servants of the company shall have free access to and along such street or road or part of a street or road for the purpose of enabling them to inspect repair or renew any such apparatus and the Council shall provide all reasonable facilities for that purpose :
- (7) The company may where reasonably necessary employ watchmen or inspectors to watch any of the said works to be executed by the Council whereby the company's apparatus will or may be interfered with or affected and the reasonable expenses thereof shall be borne by the Council :
- (8) If any interruption in the supply of water by the company shall without the written authority of the company be in any way occasioned by the Council or by any of their contractors agents workmen or servants during the construction or subsequent maintenance of the Council's works the Council shall indemnify and compensate the company in respect of any loss or damage which they may sustain by reason or in consequence of such interruption :
- (9) The expenses of all repairs or renewals of the company's apparatus or any works in connection therewith which may be rendered

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necessary by reason of any subsidence resulting from the said works whether during the construction of such works or at any time within twelve months after completion thereof shall be borne by the Council :

(10) The Council shall pay to the company the amount of any expenses reasonably incurred by the company in connection with the alteration of any private communication pipes rendered necessary by reason or in consequence of the exercise of the powers of this Act :

(11) If any difference shall arise between the company and the Council under this section the same shall (save so far as is by this section otherwise expressly provided) be referred to and settled by an arbitrator to be agreed upon between the Council and the company or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of  
Grand  
Union Canal  
Company.

**52.** The following provisions for the protection of the Grand Union Canal Company (in this section referred to as "the company") shall unless otherwise agreed in writing between the Council and the company apply and have effect:—

(1) In this section—

the expression "the canal" includes all the canals of the company and the works of the company connected therewith;

the expression "the feeders" means the Brent feeder and the Ruislip feeder and includes any other feeder or watercourse of the company; and

the expression "the specified works" means any of the works by this Act authorised which will be laid or constructed under over or across the canal or the towpath thereof or any of the feeders or any other land or property of the company or within ten yards measured horizontally

from any part of the canal or the tow-  
path or the feeders or other land or  
property of the company and includes  
any work of repairing maintaining or  
renewing any of those works :

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- (2) The Council shall not (except in accordance with the provisions of this section) enter upon take use or interfere with either temporarily or permanently any part of the canal or the towpath thereof or the feeders or any other land or property of the company except that the Council may purchase and the company shall (if so required by the Council) grant to the Council such easements under over or across the canal or the towpath or the feeders or other land or property of the company as may be reasonably required by the Council for constructing and maintaining any of the works authorised by this Act in accordance with this Act but subject to the provisions of this section :

The consideration to be paid for any easement acquired by the Council in pursuance of this subsection shall (if not agreed with the company) be determined in manner provided by the Lands Clauses Acts :

- (3) The Council shall not (except in emergency) commence to execute any of the specified works unless and until plans sections and other necessary particulars of the works proposed to be executed shall have been approved by the company or settled by arbitration nor until the expiry of the notice to be given under subsection (4) hereof of the date of the commencement of the work :

Provided that if the company do not within twenty-one days after the submission to them of any plans sections or other particulars signify their disapproval thereof and the grounds of such disapproval they shall be deemed to have approved thereof :

- (4) The Council shall give to the company not less than fourteen days' notice in writing of

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the date on which they intend to commence any of the specified works and such notice shall not be given with respect to any particular work until the plans sections and particulars thereof have been approved by the company or settled by arbitration in accordance with the provisions of subsection (3) hereof:

- (5) Each and every of the specified works shall be executed and maintained in accordance with the plans sections and particulars so approved or settled as aforesaid and to the reasonable satisfaction of the company's engineer who shall be entitled to inspect the specified works both during the execution and after the completion thereof:

The Council shall pay to the company the reasonable costs of such supervision and inspection by the said engineer and shall supply the engineer with such information as he may reasonably require with regard to any of the specified works proposed to be executed and the dimensions strength and description of all materials used or to be used in the execution thereof:

- (6) Notwithstanding anything in this Act or on the deposited plans and sections or any award made on any arbitration under this section—

(i) Work No. 2h where constructed across the canal and other property of the company shall be deviated in a north-westerly direction for a distance of not less than eighty yards from the centre line thereof as shown on the deposited plans and shall be carried horizontally over the waterway and towpath of the canal so as to give a clear headway of not less than ten feet six inches above the level of the adjoining weir on the canal and with such clear span across the canal and towpath as will not restrict the waterway of the canal or the user of the towpath;



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(ii) Work No. 2j where constructed over the waterway or towpath of the canal shall be carried horizontally over the waterway and towpath so as to give a clear headway of not less than ten feet above the level of the flood weir adjacent to the point of crossing and with such clear span across the canal and towpath as will not restrict the waterway of the canal or the user of the towpath;

(iii) Work No. 2 where constructed under the canal and other property of the company between the points marked eight miles five furlongs and eight miles six furlongs on so much of the deposited plans as relate to that work shall be deviated in a north-westerly direction so that no portion of the work on the south side of the centre line of the canal shall be less than one chain from the centre line thereof as shown on the deposited plans;

(iv) Each and every of the specified works which are constructed under the waterway or towpath of the canal shall be constructed so that no part of the work shall be less than eight feet six inches below the weir level at the nearest weir on the canal;

(v) Each and every of the specified works which shall be constructed over under or across the river Brent or any of the feeders shall be constructed so as not to obstruct or in any manner interfere with the free flow of water along such river or feeder;

(vi) Each and every of the specified works shall be so executed and maintained as not to cause any leakage or loss of water from the canal or affect in any way the passage of traffic along the canal or the towpath; and

(vii) Each and every of the specified works shall also be maintained at all times

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in good and substantial repair by and at the expense of the Council and to the reasonable satisfaction of the company's engineer:

- (7) If Work No. 2j by this Act authorised be so constructed as to obstruct in any manner the flow of water over the flood weir of the company adjacent to the point of crossing shown on the deposited plans the Council shall repay to the company the expense reasonably incurred by them of extending that weir southwards for a distance equivalent to the distance of the weir which shall be so obstructed as aforesaid:
- (8) If at any time the company's engineer shall be of opinion that the execution of any of the specified works may be attended with danger to the canal or involve any risk of loss of water therefrom the Council shall forthwith execute such further works or take such measures and precautions as the said engineer may reasonably require for the purpose of preventing injury to the canal or towpath thereof or loss of water from the canal:

If there be any dispute between the respective engineers of the Council and the company as to the reasonableness of any requirement of the company's engineer under this subsection the dispute shall be settled by arbitration:

- (9) The Council shall during the execution of any and each of the specified works bear and pay to the company the reasonable costs charges and expenses of the employment of a sufficient number of inspectors or watchmen to be appointed by the company for watching the canal and towpath thereof and other property of the company with reference to the execution of the works and for preventing so far as may be any damage obstruction or danger to the canal or towpath or other property of the company from any of the operations of the Council under this Act or from any act or default of their contractors or of any person in the employment of the Council or otherwise:

- (10) If in consequence of the construction use alteration repair or renewal of any of the specified works or the failure or want of repair thereof or any subsidence caused by the construction thereof or otherwise in consequence of the exercise by the Council of any of the powers of this Act any damage or injury to the canal or towpath thereof or other property of the company or any leakage or loss of water from the canal or any of the feeders or any interruption to or interference with the conduct of traffic on the canal or towpath thereof or to or from any other property of the company (except such interruption or interference as cannot be reasonably avoided by the Council in carrying out the powers of this Act) shall at any time be occasioned or arise the Council shall—
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(a) Forthwith at their own expense and to the reasonable satisfaction of the company's engineer execute all such works and do all such things as may be necessary to restore the canal or towpath or other property of the company and the water in the canal or any of the feeders to the same state and condition as before the happening of such injury or leakage or loss of water or remove the cause of such interruption or interference (as the case may require) and take all such steps as may be necessary to prevent the recurrence of such damage injury leakage loss interruption or interference under the superintendence (if the same be given) and to the reasonable satisfaction of the company's engineer; and

(b) Pay to the company—

(i) the sum of sixpence for every one thousand gallons of water which shall have so leaked or been lost from the canal or any of the feeders; and

(ii) as liquidated damages the sum of one hundred pounds for the first twenty-four hours or part thereof and the sum

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of two hundred pounds for every subsequent twenty-four hours or part thereof during which any interruption to or interference with the conduct of traffic on the canal or towpath (except as aforesaid) shall continue but nothing in this paragraph shall prevent the company or any other person from recovering from the Council beyond the amount of such liquidated damages any special damages that may be sustained by them or relieve the Council from the provisions of subsection (11) hereof:

If the Council at any time fail to comply with the provisions of paragraph (a) of this subsection and also in emergency the company may after giving not less than fourteen days' previous notice in writing to the Council or forthwith if the circumstances so require execute and do themselves all such works and things as may be necessary as aforesaid and the Council shall pay to the company the costs and expenses reasonably incurred by the company in so doing:

- (11) The Council shall indemnify and hold harmless the company from all claims demands costs expenses and damages which may be made on or against them or which they may incur or have to pay in consequence of the construction use alteration repair or renewal of any of the specified works or the failure or want of repair thereof or any subsidence caused by the construction thereof or in consequence of any act or omission of the Council their contractors agents workmen or servants:
- (12) The fact that any work or thing has been executed or done in accordance with a plan approved or not objected to by the company or with any requirement of the company or their engineer or under the supervision or to the satisfaction of the company's engineer or in accordance with any directions or award of an arbitrator under this Act shall not relieve the Council from any liability for damage

caused to the company or affect any claim by the Company for injury caused to the canal or the towpath or any of the feeders or other land or property of the company or for interference with the traffic on the canal or the towpath thereof:

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(13) Nothing in this Act shall authorise the Council or any local authority to discharge or allow to drain or be carried into the canal or any of the feeders any mud or other solid matter or any liquid matter:

(14) If any difference shall arise between the Council and the company under any of the provisions of this section such difference shall (except as provided in subsection (2) hereof) be settled by the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either the Council or the company and in other respects the provisions of the Arbitration Act 1889 shall apply to such arbitration.

**53.** For the protection of the Right Honourable Edward Frederick Lindley Baron Irwin and the Right Honourable Eustace Sutherland Campbell Percy (commonly called Lord Eustace Percy) the special personal representatives of the Most Noble Alan Ian eighth Duke of Northumberland deceased and their successors in title the following provision shall have effect (that is to say):—

For protection of settled estates of Dukedom of Northumberland.

For the purposes of Work No. 2 and Work No. 6 respectively the Council shall only acquire such easements and rights in the lands numbered on the deposited plans 18 and 3 in the urban district of Heston and Isleworth as are set out in the section of this Act whereof the marginal note is "Acquisition of easements" and the Council shall not be authorised to acquire compulsorily the freehold of such lands.

**54.** For the protection of the Right Honourable Lady Cynthia Almina Constance Mary Slessor the Right Honourable Walter FitzUryan Baron Dynevor and the Honourable Arthur George Child Villiers and their

For protection of Osterley Estate.

A.D. 1931. — sequels in estate as the owner or owners of the lands forming any part of the estate in the urban districts of Southall-Norwood and Heston and Isleworth in the county of Middlesex known as the Osterley Estate (all of whom are in this section included in the expression "the owners") the following provisions shall unless otherwise agreed in writing between the Council and the owners have effect (that is to say) :—

Notwithstanding anything contained in this Act or shown on the deposited plans—

- (1) No part of the sewer (Work No. 2) by this Act authorised or any works connected therewith which will be situate in or under any part of the lands of the owners numbered 7 on the deposited plans in the urban district of Southall-Norwood shall be constructed otherwise than in the position shown by a red line on the plan signed by John Duncan Watson on behalf of the Council and Henry Little on behalf of the owners :
- (2) As soon as the said sewer (Work No. 2) shall have been constructed and used for conveying sewage and any sewer shall have been laid by a local authority in or in the vicinity of the said lands numbered 7 as aforesaid the Council shall cause communications to be made between the said sewer (Work No. 2) and the said sewer of the local authority at each of the points marked A and B on the plan referred to in subsection (1) of this section for the purpose of allowing the drainage of any buildings or premises which now are or hereafter shall be on any part or parts of the said lands or on any lands of the owners in the vicinity thereof being drained by gravitation into such sewer of the local authority :
- (3) Subject to the provisions of this section the owners will not claim compensation against the Council in respect of the construction maintenance or user by this Act authorised of so much of the said sewer (Work No. 2) as is to be in or under the said lands numbered 7 as aforesaid and will grant to the Council free of

cost an easement for such construction maintenance and user of so much of the said sewer as aforesaid :

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- (4) Notwithstanding anything in this Act it shall be lawful for the owners and their lessees and tenants to lay down lay out construct and use along or over so much of the said sewer (Work No. 2) and any works connected therewith as shall be in or under the said lands numbered 7 as aforesaid any buildings roads drains pipes cables or other works or apparatus :
- (5) The Council shall not construct any part of the said sewer (Work No. 2) or any works connected therewith which will be in or under any part of the lands of the owners numbered on the deposited plans 24 25 and 26 in the urban district of Southall-Norwood and 3 4 5 6 7 and 9 in the urban district of Heston and Isleworth so that the same or any part thereof shall be at a greater distance than 35 feet from the south-western boundary of that part of the Great Western Railway which lies on the north-eastern side of the said lands but nothing in this provision shall be deemed to prevent the Council constructing so much of the said part of the said sewer and works as will be laid in and in the vicinity of the embankment of the Metropolitan District Railway numbered 8 on the said deposited plans at a greater distance than as aforesaid from the said boundary if and so far as the construction thereof at such greater distance shall be necessary for the security of the said railway :
- (6) The Council shall not acquire the freehold of any part of any of the said lands numbered 24 25 and 26 and 3 4 5 6 7 and 9 as aforesaid but the owners will if so required by the Council grant to the Council and the Council may acquire such easement or right as may be reasonably necessary for the construction repair and maintenance by the Council of so much of the said sewer (Work No. 2) as shall be constructed in under or upon the said lands :

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- (7) The Council shall pay to the owners for any such easement or right as is referred to in the last preceding subsection such consideration as may be agreed upon between the Council and the owners or as in the case of difference may be settled in manner provided by the Lands Clauses Acts with respect to disputed compensation and the provisions of the said Acts shall apply to any such easement or right as if the same were lands within the meaning of the said Acts :
- (8) So soon as the said sewer (Work No. 2) shall have been constructed and any sewer shall have been laid by a local authority in or in the vicinity of any of the said lands numbered on the deposited plans 24 25 and 26 and 3 4 5 6 7 and 9 as aforesaid the Council shall permit communications to be made between the said sewer (Work No. 2) and the said sewers of the local authorities in such manner and positions as will allow of the drainage of any buildings which now are or hereafter shall be on any part or parts of the said lands being received by gravitation into such sewers of the local authorities :
- (9) The construction of so much of the said sewer (Work No. 2) and any works connected therewith as shall be in or under any of the before-mentioned lands of the owners when commenced shall be proceeded with continuously and in a workmanlike manner and in such manner as to cause as little damage and inconvenience as possible to the before-mentioned lands and to the owners or their lessees or tenants :
- (10) In the construction of any part of the said sewer and any works connected therewith which will be in or under any of the before-mentioned lands of the owners or the execution of any works for the repair or maintenance thereof or in relation thereto the Council shall first carefully remove all turf or vegetable soil on the site of the said part of the said sewer and works or the part thereof to be repaired or



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maintained as the case may be and on the completion of such construction or any works of repair or maintenance or any other works in relation to the said sewer the Council shall replace the turf and fill in and restore the surface of the ground as soon as may be to its former level and state :

- (11) No part of the invert of the said sewer (Work No. 2) or any works connected therewith which may be constructed in or under the lands of the owners numbered on the deposited plans 7 24 and 25 in the urban district of Southall-Norwood and 6 in the urban district of Heston and Isleworth shall be constructed at a less depth than fifteen feet below the surface of the said lands and no part of such sewer shall be constructed in the lands of the owners numbered 26 in the urban district of Southall-Norwood and 3 4 5 7 and 9 in the urban district of Heston and Isleworth at a greater height than two feet above the surface of the land :
- (12) If any question shall arise between the owners and the Council under the provisions of this section the same shall be referred to and determined by an engineer to be agreed upon between them or failing agreement appointed by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

**55.** For the protection of the Right Honourable Randal Thomas Mowbray Earl of Berkeley F.R.S. and his sequels in estate or other the owner or owners for the time being of the estate in the parishes of Hayes Harlington and Cranford known as the Cranford Estate (all of whom are in this section included in the expression "the owner") the following provisions shall notwithstanding anything contained in this Act or the Acts incorporated in this Act or anything shown on the deposited plans unless otherwise previously agreed in writing between the owner and the Council have effect (that is to say) :—

For protec-  
tion of Earl  
of Berkeley.

- (1) So much of Work No. 4 as will be situate in on or under any lands of the owner comprised in

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the said estate shall be constructed within the limits of deviation shown upon the map signed by John Duncan Watson on behalf of the Council and by Charles Aikin Lawford on behalf of the owner :

- (2) For the purpose of the said Work No. 4 the Council shall not acquire any part of the said lands but they may acquire such easements and rights as they are authorised to acquire by the section of this Act whereof the marginal note is "Acquisition of easements" :
- (3) The Council shall not open or disturb the surface of any part of the lands of the owner lying between the points marked A to B C to D or E to F shown upon the map referred to in subsection (1) of this section :
- (4) The Council shall not stop up permanently the roads ways and footpaths shown on the said map and numbered 1 2 and 3 and shall before stopping up or otherwise interfering with any roadway or footpath on the said estate provide and construct and during such time as any road way or footpath shall be stopped up maintain such other roads ways and footpaths as may be reasonably required by the owner :
- (5) The Council shall previously to the execution of any works on the surface of the lands of the owner erect and during the execution of such works maintain such fences and other works as the owner may reasonably require for the protection of the owner and his tenants and his and their servants and cattle and other animals and after the completion of the said works the Council shall forthwith remove all such fences and reinstate the surface of the ground to the reasonable satisfaction of the owner :
- (6) If any difference shall arise under this section (other than under subsection (2) of this section) between the Council and the owner and/or his tenants the difference shall be referred to a single arbitrator to be agreed

between the Council and the other party to such difference or in default of agreement to be nominated by the President for the time being of the Surveyors' Institution and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to every such arbitration.

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**56.** Except so far as may be otherwise agreed between Wyke Green Limited the lessees of the lands numbered on the deposited plans 4 5 7 and 9 in respect of Work No. 2 in the urban district of Heston and Isleworth (in this section referred to as "the owners") and the Council the following provisions shall apply and have effect (that is to say) :—

As to land  
of Wyke  
Green  
Limited.

- (1) For the purposes of the Work No. 2 authorised by this Act the Council shall not acquire any part of the said lands but they may acquire such easements and rights as they are authorised to acquire by the section of this Act whereof the marginal note is "Acquisition of easements":
- (2) At any time after serving notice to treat the Council upon giving twenty-eight days' notice to the owners may enter upon the land referred to in such notice and execute the works authorised by this Act:
- (3) Unless the owners otherwise desire the compensation to be paid to the owners in respect of such easement or right and for the damage that may be sustained by reason of the execution of the works shall not be determined until the expiration of a period of twelve months after the works authorised by this Act so far as the same will be situated upon the land of the owners shall have been completed:
- (4) The Council shall pay to the owners interest at the rate of five per centum per annum upon the purchase money or compensation payable in respect of such easement or right and damage in respect of the period between the date of entry upon the said lands and the date of payment of the said purchase money or compensation.

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For protec-  
tion of  
London  
Playing  
Fields  
Society.

**57.** For the protection of the London Playing Fields Society (in this section referred to as "the society") the following provisions shall notwithstanding anything contained in this Act or shown upon the deposited plans unless otherwise agreed in writing have effect:—

- (1) The Council shall not take the land of the society numbered 18 and 19 on the deposited plans in respect of Work No. 2j in the urban district of Brentford and Chiswick but the Council may acquire and when required the society shall sell under and in accordance with the provisions of the section of this Act whereof the marginal note is "Acquisition of easements" an easement or right of laying and maintaining Work No. 2j in through and under a strip of land not exceeding twenty yards in width within the limits of deviation shown on the deposited plans:

Notice to treat in respect of the said easement or right shall be served by the Council upon the society not later than six months after the passing of this Act:

- (2) The Council shall not be entitled to impose any restrictions upon the use of the said strip of land by the society and their tenants except so far as may be necessary for the enjoyment of the said easement or right:
- (3) Except in cases of emergency the Council shall give to the society not less than one month's notice of their intention to commence the construction or repair of the said work in or under the said land of the society and any work when commenced shall be proceeded with with reasonable dispatch:
- (4) The Council shall whenever the surface of the said land shall be broken during the construction maintenance or repair of the said work remove and store all vegetable soil to such depth as shall be required for the purpose of restoring the surface and upon the completion of the said work or of the maintenance or repair

thereof (as the case may be) spread and use such vegetable soil for the purpose aforesaid and return the same to the reasonable satisfaction of the society and shall deposit on such portion of the society's land as they may desire such portion as the society may require of the soil excavated from their land in the laying or construction of the said work as shall not have been used in the construction thereof or in the restoration of the surface and the Council shall carry away any materials excavated as aforesaid and not required for the said purposes:

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- (5) The provisions of section 32 of the Railways Clauses Consolidation Act 1845 shall not apply to any lands of the society:
- (6) Any difference which may arise between the society and the Council other than any difference as to compensation to be paid by the Council for or in respect of the acquisition of the easement hereinbefore referred to shall be determined by arbitration by a single arbitrator and the provisions of the Arbitration Act 1889 shall apply to such arbitration.

**58.** For the protection of Standard Telephones and Cables Limited (in this section called "the company") the following provisions shall unless otherwise agreed between the Council and the company apply and have effect (that is to say):—

For protection of Standard Telephones and Cables Limited.

Notwithstanding anything contained in this Act or shown on the deposited plans—

(a) So much of the sewer (Work No. 2) by this Act authorised and any works connected therewith as will be situate in on or under any lands of the company in the urban district of Wembley shall not be constructed otherwise than within the limits shown by the broken red lines on the plan signed by John Duncan Watson on behalf of the Council and by Reginald Edward Honer on behalf of the company;

(b) The Council shall not acquire any part of the lands numbered on the deposited plans 32 33 34 36 37 and 38 in the urban

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district of Wembley but they may acquire such easements or rights as they are authorised to acquire by the section of this Act whereof the marginal note is "Acquisition of easements" and as may be reasonably necessary for the construction repair and maintenance of so much of the said sewer as shall be constructed in the position shown by a red line as aforesaid.

For protec-  
tion of  
London  
County  
Council.

**59.** The following provisions shall unless otherwise agreed have effect for the protection of the London County Council (hereinafter in this section called "the London Council") (that is to say):—

(1) In and for the purposes of this section—

the expression "the property of the London Council" means any lands or building or any other property of the London Council; and

the expression "the prescribed distance" means one hundred feet measured on plan from any part of the property of the London Council:

(2) Notwithstanding anything contained in this Act or shown on the deposited plans the Council shall not without the consent of the London Council acquire any of the property of the London Council but the Council may acquire such easements and rights therein as they are authorised to acquire by the section of this Act whereof the marginal note is "Acquisition of easements":

(3) (a) Before commencing to construct any part of the works by this Act authorised which shall or may pass through or under any lands belonging to the London Council or which shall or may pass or be executed within the prescribed distance the Council shall deliver to the London Council plans sections and specifications of such part of the works aforesaid as proposed to be executed by the Council and if within twenty-eight days from such delivery the London Council give notice to the Council of their disapproval to such plans sections and specifications there shall be deemed to be a difference

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between the Council and the London Council which shall unless otherwise agreed be settled in the manner hereinafter provided and such works shall be executed in accordance with such plans sections and specifications as aforesaid as approved by the London Council or settled as aforesaid and (subject thereto) to the reasonable satisfaction of the London Council and at the costs charges and expenses of the Council ;

(b) The Council shall at all times maintain such part as aforesaid of the said works in substantial repair and good order and condition to the reasonable satisfaction of the London Council and if and whenever the Council fail so to do the London Council may (after giving not less than seven days' notice except in cases of emergency when they shall give the longest practicable notice) make and do in and upon as well the works and lands of the Council as their own lands and works all such works and things as the London Council may reasonably think requisite and the reasonable expenditure of the London Council in that behalf shall be repaid to the London Council by the Council The London Council shall at all reasonable times during the construction of the works of the Council have free access to the said works where they pass through or under lands belonging to the London Council or pass or are executed within the prescribed distance and every reasonable facility shall be afforded them for the inspection thereof and every reasonable notice which the London Council may at any time give touching any defect or want of repair shall as soon as possible be complied with by the Council ;

(c) If by or in consequence of the execution of the works by this Act authorised any part of the property of the London Council is injured or damaged such injury or damage shall be forthwith made good by the Council or in the event of their failing so to do the London Council may (after giving not less than seven

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days' notice except in cases of emergency when they shall give the longest practicable notice) make good the same and recover the reasonable cost thereof from the Council;

(*d*) During the construction renewal or repair of any portion of the works by this Act authorised through or under any lands belonging to the London Council the Council shall to the satisfaction of the London Council provide and maintain means of access for persons and vehicles to or from any portions of the said lands which by reason of such construction renewal or repair may be temporarily severed from other portions of the said lands or from the property of the London Council;

(*e*) During the construction renewal or repair of any portion of the works by this Act authorised through or under any lands belonging to the London Council the Council shall to the satisfaction of the London Council temporarily fence off such portion and provide a sufficient number of watchmen and take such other steps as the London Council may reasonably require for the purpose of preventing any accident and obviating any danger to persons employed residing or accommodated at or resorting to the Hanwell Mental Hospital the Hanwell Residential Schools or the Ashford Residential Schools and the Council shall immediately after the completion of such construction renewal or repair (as the case may be) remove any fencing provided in accordance with the provisions of this paragraph and make good the ground to the reasonable satisfaction of the London Council;

(*f*) All reasonable fees costs charges and expenses payable or incurred by the London Council in respect of any of the matters in the previous paragraphs of this subsection contained shall be borne and on demand paid by the Council and during the construction renewal or repair of the works by this Act authorised through or under any lands belonging to the London Council or within the prescribed distance



the Council shall bear and on demand pay to the London Council the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the property of the London Council or any part thereof and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Council or from acts or defaults of the contractors of the Council or of any person in their employ or otherwise;

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(g) The Council shall be responsible for and make good to the London Council all costs losses damages and expenses which may be occasioned to the London Council or to the property of the London Council by reason of the construction maintenance or failure of the works by this Act authorised or of any act or omission of the Council or of any person in their employ or of their contractors or others and the Council shall effectually indemnify and hold harmless the London Council from all claims and demands upon or against them by reason of such construction maintenance or failure and of any such act or omission:

- (4) The Council shall not without the consent of the London Council (which consent shall not be unreasonably withheld) construct in under or upon lands belonging to the London Council any ventilators manholes or entrances to the works:
- (5) (a) In the construction of so much of Work No. 2 by this Act authorised as lies between the points marked A and B on the plan signed in duplicate by John Duncan Watson on behalf of the Council and by Thomas Peirson Frank on behalf of the London Council the Council may deviate laterally from the line thereof as shown on the deposited plans to any extent within the amended limits of deviation shown by a dotted red line on the plan signed as aforesaid;

(b) The Council shall not without the consent of the London Council construct otherwise

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than by means of tunnelling so much of the said Work No. 2 as will pass under the lands coloured pink on the said plan and the Council shall not enter upon the surface of the lands so coloured except with the consent of the London Council which consent shall not be unreasonably withheld:

- (6) Nothing in this Act shall prevent the use for the purposes of the interment of human remains of any portion of the lands numbered 10 on the deposited plans in the urban district of Southall-Norwood:
- (7) Nothing in this Act or in the provisions of any Act applied by this Act shall prevent or impede the erection by the London Council of any building wall fence or any other structure or erection upon or over such part of any works constructed under the powers of this Act as is in or under lands belonging to the London Council:
- (8) The approval by the London Council of any plans or the superintendence by the London Council of any work or the giving by the London Council of any consent under the provisions of this subsection shall not exonerate the Council from any liability or affect any claim for damages under this section or otherwise:
- (9) Any dispute or difference which may arise between the London Council and the Council with respect to the provisions of subsection (3) of this section shall be settled by arbitration by a civil engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers.

Saving  
rights of  
conservators  
of river  
Thames.

**60.** Nothing in this Act contained and nothing done under this Act shall extend to interfere with take away abridge or prejudicially affect any right power authority or jurisdiction of the conservators of the river Thames under the Thames Conservancy Acts 1894 to 1924.

For protec-  
tion of Port  
of London  
Authority.

**61.** For the protection of the Port Authority the following provisions shall notwithstanding anything contained in this Act or shown on the deposited plans unless

otherwise agreed in writing between the Council and the Port Authority have effect (that is to say) :— A.D. 1931.

- (1) Nothing in this Act contained shall authorise or empower the Council without the previous consent of the Port Authority to embank encroach upon or interfere with any part of the river Thames or the bed or shores thereof except as is expressly authorised by this Act :
- (2) The Council shall not make or commence any work under the powers of this Act in the river Thames or on or under the bed or shores thereof until the plans elevations and sections referred to in subsection (3) of this section have been reasonably approved by the Port Authority :
- (3) The works (temporary or permanent) in the river Thames or on or under the bed or shores thereof authorised by this Act shall if constructed be executed according to such plans elevations and sections and at such levels as may be reasonably approved in writing by the Port Authority under the hand of their secretary and shall be executed and performed to the reasonable satisfaction of the engineer for the time being of the Port Authority and the traffic of the said river shall not be interfered with more than may be absolutely necessary in the construction of the said works :
- (4) The owners and masters of vessels shall not be liable to make good any damage which may be caused to any temporary works constructed in accordance with the provisions of this Act except such as may arise from the wilful act or default of such owners or masters or their servants or agents :
- (5) The Council shall not at any time make or prefer any claim against the Port Authority or their contractors or agents in respect of any damage which may happen or be occasioned to any works (temporary or permanent) constructed in accordance with the provisions of this Act either during construction or after completion thereof by any operations of the Port Authority for the improvement or maintenance of the navigation

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of the river or otherwise in exercise of the statutory or other powers for the time being exercisable by them :

- (6) Notwithstanding anything contained in this Act or in the Acts incorporated herewith the compensation or consideration payable to the Port Authority by the Council in respect of the lands taken or easements acquired and of all permanent or temporary works in the river Thames or on or under the bed or shores thereof shall be assessed in accordance with the provisions of section 254 of the Port of London (Consolidation) Act 1920 or any statutory provision in lieu thereof for the time being in force :
- (7) The Council shall not (except so far as shall be necessary in the construction of the works) take any gravel soil or other material from the bed or shores of the river Thames without the previous consent of the Port Authority signified in writing under the hand of their secretary :

Any excavated material shall be placed and deposited above high-water mark of ordinary tides :

- (8) The Council shall during the progress of any works (whether temporary or permanent) on the bed banks or shores of the river Thames as well as after the completion thereof hang out and exhibit at or near to the said works every night from sunset to sunrise such lights or illuminated notices (to be kept burning by and at the expense of the Council) and during every day such marks or notices as shall be proper and sufficient for the navigation and safe guidance of vessels and the said lights marks and notices shall from time to time be altered by the Council in such manner and be of such kind and number and be so placed and used as the Port Authority by writing under the hand of their secretary or other authorised officer shall approve or direct :

If the Council fail so to exhibit and keep burning such lights and to exhibit such marks or notices they shall for every such offence

be liable to a daily penalty not exceeding twenty pounds: A.D. 1931.

- (9) The works when commenced shall be proceeded with and completed as soon as practicable to the reasonable satisfaction of the Port Authority and the Council shall after completion of the permanent works remove any temporary works and materials for temporary works which may have been placed in the river Thames or on over or under the bed shores or banks thereof to the like satisfaction and any piles placed in the foreshore or bed of the river shall upon removal be drawn and not cut off:

Upon the Council failing so to do after receipt of notice from the Port Authority the Port Authority may remove the same charging the Council with the expense of so doing and the Council shall forthwith repay to the Port Authority all expenses so incurred:

- (10) The Council shall at all times allow the engineer or other authorised representative of the Port Authority to inspect or survey any works constructed in accordance with the provisions of this Act both during and after construction and shall give all reasonable facilities for such inspection and survey:
- (11) The Council shall at the request of the Port Authority execute such works in accordance with the terms of this section as may in the reasonable opinion of the Port Authority be necessary as a result of the construction of any works by the Council for the protection and strengthening of the banks of the river Thames and of the ait situated in the vicinity of the termination of Work No. 7 by this Act authorised:
- (12) The Council shall at their own expense make good any damage to the foreshore or bed of the river Thames and remove any accumulation therefrom which shall in the reasonable opinion of the engineer for the time being of the Port Authority be attributable to the discharge into the river Thames of any effluent storm or other waters authorised by this Act:

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- (13) If at any time hereafter the Port Authority decide to widen or deepen the navigable channel of the river Thames or of the backwaters of Isleworth Ait or should the existence or continuing use of any of the works constructed in accordance with the provisions of this Act on or under the bed or shores of the river in the reasonable opinion of the Port Authority cause a danger to navigation the Council shall as soon as may be after a notice shall have been served upon them by the Port Authority requiring them so to do alter or remove any of such works and relay the same at such level and according to such plans sections and elevations as may be approved by the engineer for the time being of the Port Authority :
- (14) If any difference shall arise between the Council and the Port Authority under this section (other than a difference as to the meaning or construction of this section) such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

For protection of Metropolitan Water Board.

**62.** For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the board and the Council apply and have effect (that is to say) :—

- (1) Notwithstanding anything in this Act contained or shown upon the deposited plans the Council shall not purchase any lands or property belonging to the board or the estate or interest of the board in any lands or property but subject to the provisions of the section of this Act of which the marginal note is "Acquisition of easements" the Council may acquire and the board shall grant such easements or rights in over or under such lands or property as may be

reasonably necessary for the purposes referred to in the said section: A.D. 1931.

- (2) (a) Before commencing the construction of any part of Work No. 5 authorised by this Act under or within one hundred feet measured on plan from any part of the Staines aqueduct or Littleton to Kempton conduit of the board in the urban districts of Staines and Sunbury-on-Thames the Council shall at their own expense execute such works or adopt such measures or precautions (whether temporary or permanent) as the chief engineer of the board may reasonably require for the purpose of preventing damage to or leakage or loss of water from the said aqueduct or conduit by reason or in consequence of the construction maintenance use or failure of the said Work No. 5 or any works or operations of the Council in connection therewith;

(b) In constructing such portions of the said Work No. 5 as are referred to in paragraph (a) of this subsection the Council shall not deviate upwards from the level of the said work as shown on the deposited sections:

- (3) (a) Before commencing the construction of—

(i) such portions of Work No. 2 authorised by this Act as are proposed to be constructed respectively under or within thirty feet measured on plan from any part of the mains of the board in the North Circular Road in the urban district of Hendon or of the pipe track of the board situate between Kempton and Cricklewood; or

(ii) such portions of Work No. 2f authorised by this Act as are proposed to be constructed under or within thirty feet measured on plan from any part of the said pipe track where it crosses Coston's Lane in the borough of Ealing; or

(iii) such portions of Work No. 2g authorised by this Act as are proposed to be constructed under or within thirty feet measured on plan from any part of the said

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pipe track referred to in the foregoing subparagraph (i);

the Council shall in accordance with plans sections and particulars previously submitted to and reasonably approved by the board divert so much of the mains and works of the board situate in the North Circular Road Coston's Lane and the said pipe track as the board may reasonably require;

(b) The Council shall bear and pay to the board the expenses reasonably incurred by the board in disconnecting the mains and works of the board to be diverted under the provisions of this subsection from and connecting the same with any existing mains and works of the board:

(4) Not less than twenty-eight days before commencing any work authorised by this Act in under or over any street road bridge or embankment in on or under which any aqueducts culverts conduits mains pipes valves hydrants syphons plugs or other works or apparatus (all of which including the Staines aqueduct of the board and their Littleton to Kempton conduit are in this section referred to as "apparatus") of the board are situate or in over or under or within thirty feet measured on plan from any apparatus of the board situate elsewhere than in on or under a street road bridge or embankment the Council shall deliver to the board a plan section and description of such work describing the proposed manner of executing the work:

(5) (a) At any time within twenty-eight days from the receipt of any such plan section and description the board may by notice in writing to the Council intimate their disapproval of the proposed manner of executing such work so far as it involves interference with the apparatus of the board or might endanger any apparatus of the board or make any reasonable requirement with respect to such plan section or description and in particular they may require the Council to provide and lay down such works and apparatus as may be reasonably necessary and in cases



in which it is reasonably necessary they may require the Council to remove divert raise sink or otherwise alter the position of and to support any apparatus of the board and to substitute temporarily or otherwise other apparatus in such manner as may be reasonably necessary and to lay or place under any apparatus of the board cement concrete or other like substance :

Provided that if the board shall not within the said period of twenty-eight days give any such notice in writing to the Council as aforesaid they shall be deemed to have approved the plan section and description as submitted to them ;

(b) Any difference between the board and the Council under this subsection shall be determined by arbitration as hereinafter provided :

- (6) The Council shall not execute any such work as aforesaid except in accordance with the said plan section and description as so approved by the board or settled by arbitration and subject thereto shall execute such work to the reasonable satisfaction of the board :
- (7) All works to be executed or provided under this section or any other provision of this Act in connection with any apparatus of the board shall except as hereinafter provided be so executed or provided by and at the expense of the Council but to the reasonable satisfaction and under the superintendence (if after reasonable notice in writing from the Council such superintendence be given and not subsequently withdrawn) of the engineer of the board and the reasonable costs charges and expenses of such superintendence shall be paid by the Council to the board :
- (8) (a) Any diversion or alteration under the provisions of this Act of the position of any apparatus of the board or any protective or substituted works (including the measures referred to in subsection (2) of this section) which may be agreed between the board and the Council or settled by arbitration shall if the

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board so desire be executed by them provided that the board within twenty-eight days after receipt of the plan section and particulars or description of the work relating to or necessitating such diversion or alteration or protective or substituted works to be delivered to them under subsection (3) or subsection (4) of this section give notice of their intention so to execute the same and the board shall subject to the provisions of this section commence such diversion or alteration or protective or substituted works when requested so to do by the Council and execute and complete the same with all reasonable dispatch;

(b) The Council shall repay to the board the expense reasonably incurred by the board in executing any diversion or alteration or protective or substituted works under the provisions of this subsection:

(9) The Council shall not sink any shaft—

(a) within a distance of one hundred feet measured on plan from the portions of the aqueduct or conduit referred to in subsection (2) under which Work No. 5 authorised by this Act is intended to be constructed at Sunbury Cross and in the Hanworth to Sunbury Road in the urban district of Sunbury-on-Thames respectively; or

(b) within a distance of fifty feet measured on plan from any other part of the said aqueduct or conduit:

(10) In the execution under the authority of this Act at any point within one hundred feet measured on plan of any apparatus of the board of any works in tunnel the Council shall not (in any case in which the board reasonably so require) make use of pumping or other like modes of removing water except in the case of unforeseen accident or for the purpose of removing rain water or other trifling amounts of water:

(11) The Council shall make good all damage done by them to any apparatus or property of the

board in the exercise of the powers of this Act and shall make compensation to the board for any loss or damage which they may sustain by reason of any interference with any such apparatus or property and shall indemnify the board against all claims demands proceedings costs damages and expenses which may be made or taken against the board or which the board may incur by reason of any interruption in the supply of water by the board or any interference with any apparatus of the board resulting from such exercise :

- (12) If any loss of water shall be sustained by the board by reason of any act or omission of the Council or of any of their contractors agents workmen or servants or any person in the employ of them or any of them the Council shall pay to the board the value of any water so lost as aforesaid :
- (13) The Council shall not except by agreement with the board—
- (a) at any time execute or do any work which may involve any interference with the continuous supply of water by the board ; or
- (b) during the months of May June July August and September in any year execute or do any work within a distance of three hundred feet measured on plan from any part of the aqueduct or conduit referred to in subsection (2) of this section or of the pipe track referred to in subsection (3) of this section :
- (14) Notwithstanding the stopping up temporarily under the powers of this Act of any street road footpath way or place or any part thereof in which any apparatus of the board is situate the officers and servants of the board shall be entitled at all times to have access to such apparatus for the purposes of inspecting repairing maintaining removing or renewing the same and the Council shall afford reasonable facilities for such access :
- (15) The board may if they think fit employ such watchmen and inspectors as they may deem

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—

reasonably necessary to watch and inspect the execution of any works under the powers of this Act so far as such works will or may interfere with or affect any apparatus of the board and the reasonable cost of the employment of such watchmen and inspectors shall be borne by the Council and be paid by them upon demand to the board:

- (16) The expenses of all repairs or renewals of any apparatus of the board which may be rendered necessary by or in consequence of the acts or defaults of the Council their contractors agents workmen or servants or any person in the employ of them or any of them or of any subsidence resulting from the works of the Council whether during the construction of such works or at any time after the completion of the same shall be borne by the Council and paid by them to the board:
- (17) If any difference shall arise between the Council and the board under this section (other than a difference as to the meaning or construction of this section) such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination:
- (18) The provisions of this section shall be in addition to and not in substitution for or in derogation of any other provisions of this Act or of any enactment incorporated therewith or referred to therein to the benefit of which the board would have been entitled if this section had not been enacted.

Pollution of  
river  
Thames or  
its tribu-  
taries.

**63.** Nothing in this Act or in any Act incorporated therewith shall authorise the Council to allow any sewage or other offensive or injurious matter whether solid or fluid to flow or pass into the river Thames or into any tributary thereof except so far as they are expressly

permitted so to do by this Act but nothing in this section shall derogate from the provisions of the section of this Act of which the marginal note is "Purity of effluent." A.D. 1931.  
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**64.**—(1) In case of injury to or destruction or decay of any works constructed by the Council under the powers of this Act or any part thereof respectively so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides the Council shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Port Authority and shall apply to the Port Authority for directions as to the means to be taken. Provision against danger to navigation.

(2) If the Council fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty not exceeding one pound for every day during which they omit after conviction thereof so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

**65.**—(1) Where any work constructed by the Council under the powers of this Act and situate wholly or partially on under or over the shores or bed of the river Thames below high-water mark of ordinary spring tides is abandoned or suffered to fall into decay the Board of Trade or the Port Authority may by notice in writing either require the Council at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides or any portion thereof or require them to abate or remove the same and restore the site thereof to its former condition to such an extent and within such limits as the Board of Trade or the Port Authority may think proper. Abatement of work abandoned or decayed.

(2) If during the period of thirty days from the date when the notice is served upon the Council they have failed to comply with such notice the Board of Trade or the Port Authority may execute the works required to be done by the notice at the expense of the Council and the amount of such expense shall in the case of the works having been executed by the Board of Trade be recoverable as a debt due to the Crown or summarily as a civil

A.D. 1931. — debt and in the case of the works having been executed by the Port Authority be recovered summarily as a civil debt.

## FINANCE AND MISCELLANEOUS.

Power to borrow.

**66.**—(1) The Council may (in addition to the other sums which they are authorised to raise) borrow or raise at interest for and in connection with the purposes mentioned in the first column of the following table any sums of money not exceeding in the whole the respective sums mentioned in the second column thereof and shall repay all moneys so borrowed within the respective periods mentioned in the third column thereof (namely):—

1	2	3
Purpose.	Amount.	Period for repayment.
(a) The acquisition of lands and easements and the construction of the works authorised by this Act.	£5,250,000	Thirty years from the date or dates of borrowing.
(b) The payment of the costs charges and expenses of this Act.	The sum requisite.	Five years from the passing of this Act.

(2) (a) The Council may also with the consent of the Minister borrow such further money as may be necessary for any purposes of this Act.

(b) Any money borrowed under this subsection shall be repaid within such period as may be prescribed by the Minister.

(3) Any money to be borrowed under this Act shall be borrowed under and subject to the provisions (so far as applicable) of section 69 of the Local Government Act 1888 but the consent of the Minister shall not be required to the borrowing or to the period of repayment of moneys borrowed under this section except to the extent provided by subsection (2) of this section.

Expenses of execution of Act.

**67.** The expenses incurred by the Council in pursuance of this Act other than expenses defrayed out of money borrowed under the provisions of this Act but including interest on and sinking fund payments

in respect of such borrowed money shall be defrayed as expenses incurred for special county purposes in relation to that part of the county which comprises the sewerage district.

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**68.** Notwithstanding anything in this or any other Act contained section 9 of the Rating and Valuation Act 1925 in its application to any precept issued and any rate levied for the purpose of defraying expenses incurred by the Council under or in pursuance or for the purposes of this Act shall be read and have effect as if the proviso to paragraph (c) of subsection (2) thereof and the words "if provision were not made by the said Part II of the Second Schedule for any such relief as aforesaid which operates only in an urban rating area" in paragraph (d) of the said subsection were omitted therefrom and for the purposes aforesaid any rules made by the Minister under the said section shall be modified so as to give effect to the provisions of this section.

Incidence  
of expenses  
of Council.

**69.** Any expenses incurred by a local authority in pursuance of this Act shall be deemed to be expenses incurred by them in the execution of the Public Health Acts.

Expenses of  
local autho-  
rities.

**70.—(1)** Any person not being an officer or servant of the Council or not being duly authorised in writing by the Council in that behalf who shall make or attempt to make any communication or connection with any sewer or other work belonging to the Council for the purpose of connecting therewith any sewer drain channel or pipe or shall otherwise interfere with any sewer or work of the Council or shall do any act which shall obstruct or tend to obstruct the free flow or passage of liquid or solid matter therein or which may otherwise prejudicially interfere with or affect the free or efficient working of any such sewer or work shall be liable to a penalty not exceeding fifty pounds and in addition thereto a further penalty not exceeding five pounds for every day on which the offence is continued after conviction therefor.

Unautho-  
rised com-  
munications  
with  
Council's  
sewers.

(2) In addition to the provisions of subsection (1) of this section the Council (if they think fit) may cut off or close any unauthorised connection or communication as aforesaid or take such steps as to them may seem

A.D. 1931. — requisite for making good the sewer interfered with or may do any act which may be reasonably necessary for restoring the free and efficient working of any of their sewers and works and may recover summarily as a civil debt from the offender the cost and expenses of so doing.

(3) The provisions of this section shall be in addition to and not in substitution for and shall not prejudice any other remedy or mode of proceeding which may otherwise be available to the Council but those provisions shall not prejudice or affect the rights of a local authority under the section of this Act whereof the marginal note is "Use of works by local authorities".

Notice to  
Commissioner of  
Police.

**71.** Before breaking up or otherwise interfering with any street situate in the metropolitan police district in connection with the execution of any works under the powers of this Act the Council shall (except in cases of emergency) give seven days' notice in writing to the Commissioner of Police of the metropolis and make such arrangements with the said commissioner as may be reasonably necessary so as to cause as little interference as may be reasonably practicable with the traffic in the street or road during the execution of such works.

Notice to  
Minister of  
Transport.

**72.** Before breaking up or otherwise interfering with any street in connection with the execution of any works under the powers of this Act the Council shall (except in cases of emergency) give one month's notice in writing to the Minister of Transport.

Authentica-  
tion and  
service of  
notices &c.

**73.**—(1) Where any notice or other document under this Act or under any Act incorporated with or applied to the Council by this Act requires authentication by the Council the signature of the clerk or other duly authorised officer of the Council shall be sufficient authentication.

(2) Notices and other documents required or authorised to be served or given by the Council under this Act or under any such Act as aforesaid may be served by post or by delivering the same to or at the residence of the person to whom they are respectively addressed or where addressed to the owner or occupier of premises by delivering the same or a true copy thereof to some person on the premises or if there is no person on the premises who can be so served by fixing the same on some conspicuous part of the premises :



Provided that—

A.D. 1931.

- (a) a notice to treat given under section 18 of the Lands Clauses Consolidation Act 1845 if served by post shall be served by registered post;
- (b) in the case of a company any such notice or document shall be delivered or sent by post addressed to the secretary of the company at its registered office or at its principal office or place of business :

In proving service by post it shall be sufficient to prove that the notice or other document was properly addressed and put into the post.

(3) Any such notice as aforesaid which is required to be given to the owner or occupier of any premises may be addressed by the description of the "owner" or "occupier" of the premises (naming them) in respect of which the notice is given without further name or description.

**74.**—(1) The Minister may direct any inquiries to be held by his inspectors which he may deem necessary in regard to the exercise of any powers conferred upon him or the giving of any consents under this Act and the inspectors of the Ministry shall for the purposes of any such inquiry have all such powers as they may have for the purposes of inquiries directed by the Minister under the Public Health Act 1875.

Inquiries by  
Minister.

(2) In relation to any such inquiries the Minister shall have the powers of section 294 of the Public Health Act 1875 and the provisions of that section shall apply as if such inquiries were inquiries held under the said Act.

(3) Subject to any order made under the said section 294 the Council shall pay to the Minister any expenses incurred by the Minister in relation to any inquiries referred to in this section including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by the Minister not exceeding five guineas a day for the services of such inspector.

**75.** Save as otherwise by this Act expressly provided all offences against this Act or any Act incorporated with or applied to the Council by this Act and all penalties

Recovery  
of penalties  
&c

A.D. 1931. — forfeitures costs and expenses imposed or recoverable thereunder may be prosecuted and recovered in a summary manner :

Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

Application  
of penalties.

**76.** Notwithstanding anything contained in the Metropolitan Police Courts Act 1839 or in any other Act or Acts to the contrary whenever in consequence of proceedings taken by the Council or any officer of the Council in respect of an offence under this Act a pecuniary penalty is inflicted the amount of such penalty shall be payable and paid to the Council and shall be carried to the credit of the county fund.

Crown  
rights.

**77.**—(1) Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Council to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to His Majesty in right of his Crown and under the management of the Commissioners of Crown Lands or of the Commissioners of Works respectively without the consent in writing of the Commissioners of Crown Lands or the Commissioners of Works as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent the Commissioners of Crown Lands and the Commissioners of Works are hereby respectively authorised to give).

(2) The Council shall not without the previous consent in writing of the Commissioners of Works (which consent may be signified under the hand of the secretary of the said commissioners and may be given upon such terms and conditions as the said commissioners may think fit) exercise any of the powers conferred upon the Council by this Act so as in any way to affect the natural flow or purity of water in the Longford River.

Costs of  
Act.

**78.** The costs charges and expenses of and incidental to preparing applying for and obtaining this Act as taxed by the taxing officer of one of the Houses of Parliament shall be paid by the Council out of the county fund as general county expenses.

**SCHEDULES.**  

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A.D. 1931  

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**FIRST SCHEDULE.**  

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**AREAS COMPRISING THE SEWERAGE DISTRICT.**

The boroughs of Ealing and Twickenham.

The urban districts of Brentford and Chiswick Feltham  
Harrow-on-the-Hill Hayes and Harlington Hendon  
Heston and Isleworth Kingsbury Ruislip-Northwood  
Southall-Norwood Staines Sunbury-on-Thames Ted-  
dington Uxbridge Wealdstone Wembley and Yiewsley  
and West Drayton.

The rural district of Hendon.

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**SECOND SCHEDULE.**  

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**DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY  
MAY BE TAKEN COMPULSORILY.**

<u>Work.</u>	<u>Numbers on deposited plans.</u>
Work No. 1 - -	84 86 91 92 94 95 96 97 99 104 105 106 107 108 109 and 111.
Work No. 2 - -	45 (in the urban district of Heston and Isleworth).

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[Ch. xxxii.]

*Middlesex*  
*County Council Act, 1931.*

[21 & 22 GEO. 5.]

A.D. 1931.

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THIRD SCHEDULE.

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STANDARD OF PURITY.

The effluent shall not contain more than three parts of suspended matter per hundred thousand parts and (including its suspended matters) it shall not take up more than two parts of dissolved oxygen per hundred thousand parts in five days at a temperature of sixty-five degrees Fahrenheit.

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