CHAPTER vi

An Act to empower Esso Petroleum Company Limited to construct pipelines and other works and to acquire lands and for other purposes. [2nd March 1961.]

WHEREAS—

(1) Esso Petroleum Company Limited (in this Act referred to as "the Company") are a company within the meaning of the Companies Act 1948 and are a company limited by shares:

(2) The Company are engaged in transporting refining and marketing petroleum products:

(3) The Company convey some of the petroleum products from their refinery at Fawley in the county of Hampshire and distribute them in an area comprising western London and the neighbourhood thereof (including London Airport) by means of operations involving the conveyance of these products first by large tankers then by barges and finally by road vehicles:

(4) The demand for the said products in the said area and particularly at London Airport is rapidly increasing and it is expedient in the public interest that the Company should be empowered to construct a line or lines of pipes and other works as in this Act provided for the purpose of conveying the said products to the said area and distributing them therein:

(5) The Company and Imperial Chemical Industries Limited (hereinafter referred to as "I.C.I.") have entered into an agreement

for the supply by the Company to I.C.I. of certain other petroleum products from the Company's said refinery at Fawley to an installation to be constructed by I.C.I. at or near Avonmouth in the county of Gloucester:

(6) It is expedient in the public interest that the Company should be empowered to construct a line or lines of pipes and other works as in this Act provided for the conveyance of products from the Company's said refinery at Fawley to the installation to be constructed by I.C.I. at or near Avonmouth:

(7) It is expedient that the Company should be authorised to acquire lands and easements compulsorily as in this Act provided:

(8) It is expedient that the other powers contained in this Act should be conferred on the Company:

(9) It is expedient that the other provisions in this Act should be enacted:

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

(11) Plans and sections showing the lines and levels of the works authorised by this Act (other than the substituted portions of the lines of pipes (Works Nos. 1 and 4) as defined in this Act and hereinafter referred to as "the substituted portions of Works Nos. 1 and 4") and showing the lands which may be acquired or used compulsorily under the powers of and for the purposes of this Act (otherwise than for the purposes of the substituted portions of Works Nos. 1 and 4) together with a book of reference to the said plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands and describing the same have been deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and with the clerks of the county councils of the administrative counties of Gloucester Hampshire Middlesex Surrey and Wilts respectively which plans sections and book of reference are respectively referred to in this Act as the deposited plans sections and book of reference:

(12) Plans and sections showing the lines and levels of the substituted portions of Works Nos. 1 and 4 and also a book of reference to those plans 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 of the substituted portions of Works Nos. 1 and 4 were deposited in the month of October nineteen hundred and sixty in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and with the clerks of the county councils of the administrative counties of Gloucester Hampshire Surrey and Wilts respectively which plans sections and book of reference are in this Act referred to as the substituted plans sections and book of reference:

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

PART I
PRELIMINARY

1. This Act may be cited as the Esso Petroleum Company Act 1961. **Short title.**

2. This Act is divided into Parts as follows:— **Division of Act into Parts.**

Part I.—Preliminary;
Part II.—Lands;
Part III.—Works;
Part IV.—Protective provisions;
Part V.—General.

3.—(1) The following enactments (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:— **Incorporation of Acts.**

(*a*) the Lands Clauses Acts except sections 85 and 92 and sections 127 to 133 of the Lands Clauses Consolidation Act 1845;

(*b*) 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

(*c*) Part IV (Minerals underlying waterworks) of the Third Schedule to the Water Act 1945.

(2) In the construction for the purposes of this Act of the provisions of the Lands Clauses Acts and the Railways Clauses Consolidation Act 1845 incorporated with this Act—

the expressions "the promoters of the undertaking" or "the company" shall mean the Company;

the expression "the railway" shall mean the lines of pipes by this Act authorised to be constructed by the Company and the respective centres of the said lines as shown on the deposited plans or (as the case may be) on the substituted plans shall be deemed to be the centre of the railway.

(3) In the construction for the purposes of this Act of the provisions of the Third Schedule to the Water Act 1945 incorporated with this Act—

the expression "the undertakers" shall mean the Company;

the expressions "waterworks" "pipes or other conduits for the collection passage or distribution of water" and "the reservoirs" shall mean the works;

PART I —*cont.*

the expression " minerals " shall include sand and gravel;

the expression " land " shall include " easements ";

the prescribed distance in section 13 of the said schedule shall be ten yards.

Interpretation.

4.—(1) In this Act the following words and expressions have the several meanings hereby assigned to them respectively unless there be something in the subject or context repugnant to such construction (that is to say):—

" the Act of 1947 " means the Town and Country Planning Act 1947;

" the Act of 1950 " means the Public Utilities Street Works Act 1950;

" the Company " means Esso Petroleum Company Limited;

" enactment " includes an enactment in this Act or in any general or local Act or any order or other instrument having the force of an Act;

" the harbour board " means the Southampton Harbour Board;

" the highway authority " has the same meaning as in the Highways Act 1959;

" land " includes land covered with water;

" the Lands Clauses Acts " means the Lands Clauses Acts as modified by the Acquisition of Land (Assessment of Compensation) Act 1919 by the Lands Tribunal Act 1949 by the Town and Country Planning Acts 1947 to 1959 and by this Act;

" the limits of deviation " means the limits of deviation shown on the deposited plans or the substituted plans (as the case may be);

" the pipeline " means any line or additional line of pipes authorised by this Act and any work constructed or to be constructed or anything placed or to be placed under subsection (2) of section 16 (Power to construct works) of this Act and includes any such line or additional line of pipes work or thing as replaced relaid or altered under section 23 (Alteration and improvement of works) of this Act;

" statutory water undertakers " means any company local authority board committee or other person authorised by a local enactment to supply water and any local authority or board supplying water under the Public Health Act 1936 and includes the Metropolitan Water Board;

" the substituted portions of Works Nos. 1 and 4 " means the portions of the lines of pipes (Works Nos. 1 and 4)

authorised by this Act which are shown on the substituted plans and sections and are as follows:—

Work No. 1—

(*a*) commencing at the point on the line of the said Work No. 1 (as shown on the deposited plans) in the urban district of Frimley and Camberley in the County of Surrey where it crosses the road numbered 22 (St. Catherine's Road) on the said plans and terminating at a point on the line of the said work as shown on the said plans in the said urban district thirteen yards or thereabouts to the east of the point where the work crosses the road (B 3015) numbered 31 on the said plans;

(*b*) commencing at the point on the line of the said Work No. 1 (as shown on the deposited plans) where the work crosses the boundary between the urban district of Frimley and Camberley and the rural district of Bagshot in the county of Surrey and terminating at a point on the line of the said work as shown on the said plans in the parish of Chobham in the said rural district one thousand four hundred and fifty yards or thereabouts to the east-north-east of the point where the work crosses the boundary between the said urban and rural districts;

Work No. 4—

(*a*) commencing at a point on the line of the said Work No. 4 (as shown on the deposited plans) in the parish of Denny Lodge in the rural district of New Forest in the county of Hampshire seventy yards or thereabouts to the south-west of the point where the work crosses the boundary between the said parish of Denny Lodge and the parish of Fawley in the said rural district and terminating at a point on the line of the said work as shown on the said plans in the said parish of Denny Lodge eight hundred and fifty-seven yards or thereabouts to the south-east of the point where the work crosses the boundary between the said parish of Denny Lodge and the parish of Eling in the said rural district;

(*b*) commencing at a point on the line of the said Work No. 4 (as shown on the deposited plans) in the parish of Colerne in the rural district of Calne and Chippenham in the county of Wilts six hundred and fifty-seven yards or thereabouts to the north-west of the point at which the work crosses the boundary between the said parish of Colerne and the parish of Box in the said rural district and terminating at a

PART I —*cont.*

point on the line of the said work as shown on the said plans in the parish of Marshfield in the rural district of Sodbury in the county of Gloucester five hundred and thirty-three yards or thereabouts north-west of the point where the said work crosses the boundary between the counties of Wilts and Gloucester;

"street" has the meaning assigned to that expression by section 295 of the Highways Act 1959;

"telegraphic line" has the same meaning as in the Telegraph Act 1878;

"the tribunal" means the arbitrator or other person 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 as amended by the Lands Tribunal Act 1949;

"trunk road" has the meaning assigned to that expression by section 295 of the Highways Act 1959;

"the works" means the works authorised by this Act.

(2) Any reference in this Act to any enactment shall be construed as a reference to that enactment as applied extended amended or varied by or by virtue of any subsequent enactment including this Act.

PART II

LANDS

Power to acquire lands.

5. Subject to the provisions of this Act the Company may enter upon take and use such of the lands respectively delineated on the deposited plans and the substituted plans and described respectively in the deposited book of reference and the substituted book of reference as may be required for the purpose of the works or for the purpose of protecting the pipeline from injury or obtaining access thereto.

Period for compulsory purchase of lands and easements.

6. The powers of the Company for the compulsory purchase of lands and easements under this Act shall not be exercised after the expiration of three years from the first day of October nineteen hundred and sixty.

Determination of compensation.

7. Any question of disputed compensation payable under the provisions of this Act or under any enactment incorporated therewith shall be determined under and in accordance with the Lands Clauses Acts as if the Company were statutory undertakers within the meaning of subsection (1) of section 119 of the Act of 1947.

PART II —*cont.*

Correction of errors in deposited plans and book of reference.

8.—(1) If the deposited plans or the deposited book of reference or the substituted plans or the substituted book of reference are inaccurate in their description of any land or in their statement or description of the ownership or occupation of any land the Company after giving not less than ten days' notice to the owner lessee and occupier of the land in question may apply to two justices having jurisdiction in the place where the land is situated for the correction thereof.

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

(3) The certificate shall be deposited in the office of the Clerk of the Parliaments and a copy thereof in the Private Bill Office House of Commons and with the clerk of the county council of the county in which the land is situated and with every clerk of a local authority with whom a copy of the deposited plans or as the case may be the substituted plans (or so much thereof respectively as includes the land to which the certificate relates) has been deposited in accordance with the Standing Orders of the Houses of Parliament or who has the custody of any copy so deposited and thereupon the deposited plans and the deposited book of reference or as the case may be the substituted plans and the substituted book of reference shall be deemed to be corrected according to the certificate and it shall be lawful for the Company to take the land and construct the pipeline in accordance with the certificate.

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

Acquisition of part only of certain properties.

9.—(1) For the purposes of this Act the following provisions of this section shall have effect in substitution for section 92 of the Lands Clauses Consolidation Act 1845.

(2) No person shall be required to sell a part only of any house building or factory or of a park or garden belonging to a house if he is willing and able to sell the whole of the house building factory park or garden unless the tribunal determines—

(*a*) in the case of a house building or factory that such part as is proposed to be taken can be taken without material detriment to the house building or factory; or

(*b*) in the case of a park or garden that such part as aforesaid can be taken without seriously affecting the amenity or convenience of the house to which it belongs.

PART II —*cont.*

(3) If the tribunal determines as aforesaid compensation shall be awarded in respect of any loss due to the severance of the part proposed to be taken in addition to the value of that part and thereupon the person interested shall be required to sell to the Company that part of the house building factory park or garden.

Power to expedite entry.

10. At any time after serving a notice to treat in respect of any land that may be acquired compulsorily under this Act or in respect of any easement or right in any such land but not less than one month after giving the owner and occupier of the land notice of their intention to exercise the powers of this section the Company may enter on and take possession of the land or such part thereof as is specified in the last-mentioned notice without previous consent and without compliance with sections 84 to 90 of the Lands Clauses Consolidation Act 1845:

Provided that without prejudice to the provisions of section 7 (Determination of compensation) of this Act the Company shall pay the like compensation for land of which possession is taken under this section and the like interest on the compensation awarded as would have been payable if the provisions of those sections had been complied with.

Power to enter for survey or valuation.

11. Any person acting on behalf of the Company and duly authorised by the Company may at all reasonable times enter on any land which the Company are authorised by this Act to acquire compulsorily for the purpose of surveying or valuing the land:

Provided that no land shall be entered under this section unless the Company not less than seven days before the first entry and not less than twenty-four hours before any subsequent entry have given notice in writing to the owner and occupier of the land in manner provided by section 285 of the Public Health Act 1936.

Disregard of recent improvements and interests.

12. In determining any question of disputed compensation or purchase money in respect of land or easements or rights in land acquired under this Act the tribunal shall not take into account—

(*a*) any improvement or alteration made or building erected after the eleventh day of March nineteen hundred and sixty; or

(*b*) any interest in the land created after the said date;

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

PART II —*cont.*

Extinction of private rights of way.

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

(2) Any person who suffers loss by the extinguishment of any right under this section shall be entitled to be paid compensation by the Company.

Power to acquire easements only.

14.—(1) In lieu of acquiring any land that may be acquired compulsorily under this Act the Company may for the purposes of constructing using maintaining and renewing the pipeline or of protecting it from injury or of obtaining access thereto and doing anything necessary in connection therewith acquire such easements and rights in that land as they may require for those purposes.

(2) Accordingly the Company may give notice to treat in respect of any such easement or right describing the nature thereof and may exercise the powers of this Act including in particular section 10 (Power to expedite entry) in respect of such easements or rights and subject thereto the provisions of the Lands Clauses Acts shall apply in relation to the acquisition of such easements and rights as if they were lands within the meaning of those Acts.

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

(*a*) they shall not be required or (except by agreement or during the execution of any works in connection with the construction of the pipeline) entitled to fence off or sever that land from the adjoining land;

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

(4) If in his particulars of claim the owner of any land in respect of which notice to treat for an easement or right is given under this section requires the Company to acquire the land the Company shall not be entitled under this section to acquire the easement or right unless the tribunal determines that the easement or right can be granted without material detriment to the land or in the case of a park or garden belonging to a house without seriously affecting the amenity or convenience of the house and if the tribunal does not so determine the Company may acquire the land compulsorily after the expiration of the period mentioned in section 6 (Period for compulsory purchase of lands and easements) of this Act but not later than one year after the determination of the tribunal:

Provided that nothing in this subsection shall apply to land forming part of a street.

PART II —*cont.*

(5) A notice to treat given under this section shall be endorsed with notice of the effect of subsection (4) of this section.

Grant of easements by persons under disability.

15.—(1) Any person empowered by the Lands Clauses Acts to sell and convey or release lands may if he thinks fit subject to the provisions of those Acts grant to the Company any easement or right required for the purposes of this Act in over or affecting any such lands (not being an easement or right of water in which some person other than the grantor has an interest).

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

PART III

WORKS

Power to construct works.

16.—(1) (*a*) Subject to the provisions of this Act the Company may construct the works referred to in this subsection in the lines and situations and according to the levels following (that is to say):—

(i) as regards the substituted portions of Works Nos. 1 and 4 the lines and situations delineated on the substituted plans and the levels shown on the substituted sections; and

(ii) as regards the remainder of the works hereafter in this subsection described (except the portions of Works Nos. 1 and 4 for which the substituted portions of those works respectively are substituted) the lines and situations delineated on the deposited plans and the levels shown on the deposited sections.

(*b*) The works referred to in paragraph (*a*) of this subsection are as follows:—

Work No. 1 A line or lines of pipes to be situate in the rural districts of New Forest Winchester Droxford and Alton the urban district of Alton the rural district of Hartley Wintney and the urban districts of Fleet and Farnborough in the county of Hampshire the urban district of Frimley and Camberley the rural district of Bagshot and the urban district of Chertsey in the county of Surrey and the urban districts of Staines and Sunbury-on-Thames in the county of Middlesex commencing in the parish of Fawley in the said rural district of New Forest at the boundary of the Company's refinery at high-water mark of ordinary tides in Southampton Water and terminating at Work No. 2 authorised by this Act;

Work No. 2 Oil storage tanks in the said urban district of Staines in the enclosures numbered 681 684 and 685

on the 1/2500 Ordnance map of Middlesex sheets Nos. XIX.12 and XIX.16 (edition of 1934);

Work No. 3 A line or lines of pipes to be situate in the said urban district of Staines commencing at Work No. 2 and terminating at London Airport;

Work No. 4 A line or lines of pipes to be situate in the said rural district of New Forest and the rural district of Romsey and Stockbridge in the county of Hampshire the rural districts of Salisbury and Wilton Amesbury Devizes Warminster and Westbury Bradford and Melksham and Calne and Chippenham in the county of Wilts and the rural districts of Sodbury and Thornbury in the county of Gloucester commencing in the said parish of Fawley in the enclosure numbered 162 on the 1/2500 Ordnance map of Hampshire sheet No. LXXIII.11 (edition of 1932) and terminating in the parish of Redwick and Northwick in the said rural district of Thornbury at the enclosures numbered 232 233 and 265 on the 1/2500 Ordnance map of Gloucester sheet No. LXVII.7 (edition of 1921);

The substituted portions of Works Nos. 1 and 4.

(2) In addition to the works hereinbefore described the Company may subject to the provisions of subsection (3) of section 14 (Power to acquire easements only) of this Act construct and place upon in under or over any lands which the Company have acquired or over which they have obtained an easement under this Act all such buildings structures machinery electric cables works and apparatus of whatever character and roads as may be necessary or convenient in connection with or subsidiary to the said works or necessary for inspecting maintaining repairing cleansing managing working or using the same.

(3) The Company may for the purpose of constructing the pipeline break up or open any street within the limits of deviation.

(4) The Company shall lay the pipeline where it crosses any street so as to leave a depth of not less than four feet between the surface of the street and the top of any part of the pipeline.

(5) Subject to the provisions of this Act the Company may for the purposes of and in connection with the pipeline and within the said limits raise sink or otherwise alter the position of any drain or gas main or pipe or electric line or any other apparatus of a like nature (not being a sewer) making proper substituted works in the meantime.

(6) The Company shall not raise sink or otherwise alter any telegraphic line belonging to or used by the Postmaster-General except in accordance with the provisions of paragraphs (1) to (8) of section 7 of the Telegraph Act 1878.

PART III —*cont.*

(7) Any electrical works or equipment constructed erected laid down maintained worked or used in pursuance of the powers conferred by this Act shall be so constructed erected or laid down and so maintained worked and used as to prevent interference with any telegraphic line belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

(8) Any telegraphic and telephonic apparatus used under the provisions of this section shall be so used as not to contravene the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869.

(9) Nothing in this section shall restrict the operation of any byelaw made under section 47 of the Land Drainage Act 1930 by a river board established under the River Boards Act 1948 or a drainage board established under the Land Drainage Act 1930.

(10) In this section the expression "street" has the same meaning as in the Act of 1950 and in subsection (6) of this section the expression "alter" has the same meaning as in the Telegraph Act 1878.

Temporary stoppage of streets.

17.—(1) The Company during and for the purpose of constructing the pipeline may temporarily stop up and divert and interfere with any street and may for any reasonable time divert the traffic therefrom and prevent all persons other than those bona fide going to or from any land house or building abutting on the street from passing along and using the same.

(2) Before exercising the powers of this section the Company shall make with the highway authority such arrangements as shall be reasonably necessary so as to cause as little interference with traffic as may be reasonably practicable during the exercise of the powers of this section.

(3) The Company shall provide reasonable access for persons (whether on foot or proceeding by vehicle) bona fide going to or from any such land house or building.

(4) The Company shall not exercise the powers of this section—

(*a*) as respects any trunk road without giving to the Minister of Transport reasonable notice of the times at which interference with the trunk road is intended to take place and complying with such reasonable conditions as he may require; or

(*b*) as respects any other street without the consent of the highway authority Such consent shall not be unreasonably withheld but may be given subject to such reasonable conditions as the highway authority may require and

PART III —*cont.*

any question whether such consent is unreasonably withheld or any conditions so imposed are unreasonable shall be determined by the Minister of Transport.

(5) The exercise by the Company of the powers conferred by this section in relation to any street shall not prejudice or affect the right of the Postmaster-General—

(*a*) to maintain inspect repair renew or remove any telegraphic line belonging to or used by him which may for the time being be under in upon over along or across that street; or

(*b*) for the purpose of such maintenance inspection repair renewal or removal to enter upon or break open that street.

Notice to commissioner of police.

18.—(1) Before commencing the construction of any works forming part of the pipeline involving the temporary closing to vehicular traffic of any street or part of a street in the metropolitan police district either absolutely or to the extent of one-third or more of the width of the carriageway the Company shall give to the Commissioner of Police of the Metropolis (in this section referred to as " the commissioner ") reasonable notice in writing of their intention so to do and such notice shall specify the works to which the notice relates and the streets or parts of streets which will be closed in the course of the execution of such works.

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

Power to deviate.

19. The Company may subject to the provisions of subsection (4) of section 16 (Power to construct works) of this Act in constructing the works authorised by that section deviate laterally from the lines thereof shown on the deposited plans or as the case may be on the substituted plans to any extent not exceeding the limits of deviation and may deviate vertically from the levels shown on the deposited sections or as the case may be on the substituted sections to any extent upwards or downwards.

Period for completion of works.

20. If the works authorised by subsection (1) of section 16 (Power to construct works) of this Act are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the said works or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

PART III —*cont.*

Additional lines of pipes.

21. In addition to the lines of pipes authorised by section 16 (Power to construct works) of this Act the Company may within the limits of deviation construct additional lines of pipes as and when occasion may require and in connection with such construction may exercise any of the powers conferred on the Company by this Act in relation to the line or lines of pipes authorised by the said section 16:

Provided that the exercise by the Company of the powers conferred by this section shall be subject to the like restrictions and provisions of this Act as those applying to the exercise of the powers conferred on the Company by this Act in relation to the line or lines of pipes authorised by the said section 16.

Restriction on number etc. of lines of pipes.

22. Notwithstanding anything contained in this Act—

(1) the Company shall not under the powers of section 16 (Power to construct works) or section 21 (Additional lines of pipes) of this Act construct more than three lines of pipes within the limits of deviation in respect of each of Works Nos. 1 3 and 4 authorised by this Act;

(2) not more than ten feet shall intervene between any line of pipes constructed under the powers of the said section 16 or the said section 21 within the limits of deviation for Work No. 1 Work No. 3 or Work No. 4 authorised by this Act and the nearest other line of pipes constructed under the powers of either of those sections within the limits of deviation for that work:

Provided that—

(*a*) nothing in this section shall prevent the Company from replacing or renewing any line of pipes; and

(*b*) for the purpose of this section not more than three lines of pipes laid in the same trench as part of Work No. 3 authorised by this Act shall be regarded as one line of pipes.

Alteration and improvement of works.

23. Subject to the provisions of this Act the Company may from time to time maintain replace relay and alter temporarily or permanently the works authorised by section 16 (Power to construct works) of this Act or any additional line of pipes authorised by section 21 (Additional lines of pipes) of this Act and anything constructed or placed under subsection (2) of the said section 16 or any part thereof:

Provided that nothing in this section shall authorise the Company to deviate laterally beyond the limits of deviation.

PART III —*cont.*

Company to minimise damage and pay compensation in certain circumstances.

24. In the exercise of the powers conferred by this Act the Company shall cause as little detriment and inconvenience as circumstances admit and for any damage caused to any person in the exercise of the powers conferred by subsections (3) and (5) of section 16 (Power to construct works) section 23 (Alteration and improvement of works) and section 27 (Power to make trial borings) of this Act shall pay compensation to be settled in default of agreement by arbitration.

Application to pipeline of section 18 (2) (*b*) of Act of 1950.

25. For the purposes of paragraph (*b*) of subsection (2) of section 18 of the Act of 1950 anything in the pipeline immediately before or at the time when any such event as is referred to in that paragraph occurs shall be deemed to have been placed therein for the purpose of affording a supply.

Use of sewers etc. for removing water.

26.—(1) The Company may use for the discharge of any water pumped or found by them during the construction of the pipeline any available stream or watercourse or any sewer or drain of any local authority in or through whose area the pipeline may be constructed or pass and for that purpose may lay down take up and alter conduits pipes and other works and make any convenient connections with any such stream watercourse sewer or drain within the limits of deviation:

Provided that—

(*a*) the Company shall not discharge any water into any stream or watercourse within two miles of any place where water is abstracted from the stream or watercourse by statutory water undertakers for the purposes of their undertaking except with the consent of the statutory water undertakers and subject to such terms and conditions as they may reasonably impose;

(*b*) the Company shall not discharge any water into any sewer or drain vested in or under the control of a local authority except with the consent of the local authority and subject to such terms and conditions (including the taking of steps to remove so far as may be reasonably practicable from water so discharged any gravel soil or other solid substance or matter in suspension) as the local authority may reasonably impose;

(*c*) the Company shall not make any opening into any such sewer or drain save in accordance with plans reasonably approved by and under the superintendence (if given) of the local authority in whom the sewer or drain shall be vested; and

(*d*) the Company shall not discharge any water into a sewer provided for foul water drainage.

(2) Notwithstanding anything in subsection (7) of section 11 of the Rivers (Prevention of Pollution) Act 1951 the discharge of

PART III —*cont.*

any water under the powers of this section into any stream (as defined in subsection (1) of the said section 11) shall be subject to the provisions of section 2 of that Act and of any byelaws made under paragraph (*a*) of subsection (1) of section 5 thereof.

(3) In the exercise of their powers under this section the Company shall not damage or interfere with the bed or banks of—

(*a*) the river; or

(*b*) the main river of a river board; or

(*c*) any watercourse within an internal drainage district within the meaning of section 81 of the Land Drainage Act 1930.

(4) The Company shall take all such steps as may reasonably be necessary to secure that any water discharged by them under the powers of this section shall be as free as may be reasonably practicable from any gravel soil or other solid substance or matter in suspension.

(5) Any difference arising under this section between the Company and any statutory water undertakers or a local authority or the Conservators of the River Thames or a river board or an internal drainage board established under the Land Drainage Act 1930 (as the case may be) (not being a difference as to the withholding by a local authority of their consent under paragraph (*b*) of the proviso to subsection (1) of this section) shall be settled by arbitration.

(6) In this section—

" banks " has the meaning assigned to that expression by section 81 of the Land Drainage Act 1930;

" local authority " has the meaning assigned to that expression by section 144 of the Local Government Act 1948;

" the river " means the river Thames and the watercourses which are respectively to be treated as and deemed to be the main river and parts thereof and are shown by distinctive colours on the map of the river Thames (above Teddington Lock) catchment area prepared in pursuance of section 5 of the Land Drainage Act 1930 for the time being in force;

" river board " means a river board established by an order made under section 1 of the River Boards Act 1948.

(7) Nothing in this section shall affect the law relating to nuisance.

PART III —*cont.*

Power to make trial borings.

27. The Company may at all reasonable times make trial borings at such places (not being the carriageway of a highway) within the limits of deviation as they may think fit for the purpose of ascertaining the nature of the soil:

Provided that—

(*a*) no land shall be entered for the purpose of making trial borings under this section unless the Company not less than seven days before the first entry and not less than twenty-four hours before any subsequent entry have given notice in writing to the owner and occupier of the land in manner provided by section 285 of the Public Health Act 1936;

(*b*) the Company shall not in the exercise of the powers of this section make any trial borings so as to interfere with any sewer or drain of a county district council.

Agreements as to construction and user of pipeline.

28.—(1) Subject to the provisions of subsection (2) of this section the Company may enter into and carry out agreements with any other company body or person as to—

(*a*) the construction by either party to the agreement of the whole or any part of the pipeline;

(*b*) the transfer (including a transfer by sale or lease) to or the use by such other company body or person of the whole or any part of the pipeline or any of the lines of pipes comprised in the pipeline or any interest in the pipeline;

and the Company may by any such agreement confer upon such other company body or person all or any of the powers of this Act:

Provided that—

(i) an agreement under paragraph (*b*) of this subsection shall require the approval of the Minister of Power;

(ii) the Company shall give to the county council of the administrative county concerned particulars of any agreement proposed to be entered into under paragraph (*b*) of this section twenty-eight days before applying for the approval of the said Minister and shall also supply such further details as the said county council may reasonably require; and

(iii) before applying to the said Minister for any such approval the Company shall give to each of—

(A) the undertakers referred to in section 46 (For protection of gas boards) and section 48 (For protection of Central Electricity Generating Board and electricity boards) of this Act; and

PART III —*cont.*

(B) the statutory water undertakers within whose limits the pipeline or any additional line of pipes is laid by the Company under this Act and to the Metropolitan Water Board;

not less than twenty-eight days' notice in writing of their intention so to do.

(2) In any case where under the foregoing subsection an agreement has been entered into with any other company body or person such other company body or person shall in relation to such construction transfer or use or the exercise of any powers conferred by such agreement be subject to the like restrictions liabilities obligations and provisions as would have applied to the Company in relation thereto.

PART IV

PROTECTIVE PROVISIONS

Mutual protection for undertakers' apparatus.

29.—(1) In this section—

(*a*) " apparatus " means any apparatus of the Company or of any undertakers (other than apparatus held or used for the purposes of a railway undertaking) in any land (whether or not such land forms part of a street or of controlled land);

" electric line " has the meaning assigned to it by the Electric Lighting Act 1882;

" excepted works " means works relating only to a service pipe or service line or an overhead telegraphic line;

" in " in a context referring to apparatus in land includes a reference to apparatus under over or upon land;

" operating undertakers " means undertakers executing works in relation to apparatus of other undertakers and " owning undertakers " means undertakers in relation to whose apparatus operating undertakers execute works;

" plans " includes sections drawings and specifications;

" works " means works (other than works for the purposes of a railway undertaking) executed in any land (whether or not such land forms part of a street or of controlled land)—

(i) by the Company under the powers of this Act (including trial borings made by the Company under section 27 (Power to make trial borings) of this Act) being works which are likely to affect apparatus of other undertakers; and

(ii) by any other undertaker in exercise of a statutory power together (in the case of works in controlled land) with an authorisation given under the First Schedule to the Act of 1950 being works which are likely to affect apparatus of the Company;

PART IV —*cont.*

(*b*) words and expressions to which meanings are assigned by the Act of 1950 have the same respective meanings except where any such word or expression has a meaning assigned to it by this section.

(2) Operating undertakers shall not begin any works which are likely to affect apparatus of owning undertakers (other than excepted works) until they have given to the owning undertakers notice of their intention to execute such works accompanied by plans thereof indicating the nature of the works and the place where they intend to execute them and twenty-one days (or in the case of notice given by or to the Postmaster-General three days) have expired from the date on which the notice was given:

Provided that operating undertakers may begin any such works as are emergency works without giving notice as aforesaid but they shall as soon as is reasonably practicable thereafter give notice to the owning undertakers accompanied by plans as aforesaid and shall state the reason for their having done so.

(3) Operating undertakers shall during the execution of works which are likely to affect apparatus of owning undertakers (other than excepted works) give to the owning undertakers reasonable facilities for supervising the execution of the works.

(4) Operating undertakers shall comply with the following requirements in relation to works (that is to say):—

(*a*) In the case of works other than excepted works they shall comply with any requirement as to the nature of the works or as to things to be done or avoided in the execution thereof which is made by owning undertakers and compliance with which is reasonably necessary for the protection of apparatus of the owning undertakers or for securing access thereto and is reasonably practicable having regard to the time when the requirement is made;

(*b*) Without prejudice to the generality of the preceding paragraph of this subsection they shall—

(i) where the works include tunnelling or boring under apparatus of owning undertakers secure that there is proper temporary support for such apparatus during the execution of the works and that a proper permanent foundation is provided therefor; and

(ii) where the works include the laying of an electric line crossing or near apparatus of owning undertakers secure that the electric line is effectively insulated and is so laid as not to be capable of touching such apparatus and that such apparatus is not used as a conductor for electric current transmitted by that electric line.

PART IV —*cont.*

(5) In the case of emergency works operating undertakers shall be treated as having complied with the requirements of the two last preceding subsections if they have taken all such steps towards satisfying those requirements as it was reasonably practicable for them to take in the circumstances.

(6) Subject to the provisions of section 32 of the Act of 1950 operating undertakers shall pay to owning undertakers compensation equal to the expense reasonably incurred by the owning undertakers of making good damage to their apparatus caused by the execution lawfully of works of the operating undertakers or by the failure of the operating undertakers to comply with any of the requirements laid down by subsection (4) of this section:

Provided that operating undertakers shall not be liable by virtue of this subsection in respect of any damage which would not have been sustained but for misconduct or negligence on the part of the owning undertakers or their contractors or agents or any person in the employ of the owning undertakers or their contractors or agents.

(7) Subject to the provisions of paragraph (*c*) of subsection (8) of this section obligations and liabilities imposed on operating undertakers by the preceding provisions of this section shall be in addition to and not in substitution for obligations and liabilities to which they are subject apart from those provisions.

(8) (*a*) For the purposes of sections 30 31 32 and 34 subsection (3) of section 37 and subsection (3) of section 38 of the Act of 1950 the provisions of this section shall be deemed to be provisions of that Act.

(*b*) For the purposes of subsection (1) of the said section 32 this Act shall be deemed to have been passed immediately before the Act of 1950.

(*c*) The provisions of section 26 of the Act of 1950 shall not apply in any case where the relations between operating undertakers and owning undertakers are regulated by the provisions of this section in respect of apparatus in a street or controlled land.

(9) Any question which may arise under this section between operating undertakers and owning undertakers shall be determined by arbitration in accordance with section 31 of the Act of 1950.

Application of sections 15 and 16 of Highways Act 1959.

30. Sections 15 and 16 of the Highways Act 1959 shall apply to the pipeline as if the Company were statutory undertakers within the meaning of that Act.

Restriction on breaking up of streets.

31. Nothing in this Act shall exempt any person from or shall alter or affect the operation of any of the provisions of sections 34 and 35 of the Road Traffic Act 1960.

PART IV —*cont.*

Company to compensate and indemnify owners etc.

32.—(1) In this section the expression "land" includes any works or apparatus situated under over or upon land and any interest in land.

(2) The Company shall make compensation—

(*a*) to the owner lessee and occupier of any land—

(i) for any damage caused to such land; and

(ii) for any other expenses loss damages penalty or costs incurred by such owner lessee or occupier; and

(*b*) to any statutory water undertakers for any expenses loss damages penalties or costs incurred by such undertakers howsoever arising; and

(*c*) to the Postmaster-General for any damage caused to any telegraphic line belonging to or used by him and any other expenses loss damages or costs incurred by him;

not otherwise provided for in this Act which may be occasioned—

(i) by reason of the pipeline and any works constructed in connection therewith or in consequence thereof or the leakage bursting or failure of the pipeline or such works; or

(ii) by reason of any act or omission of the Company or of any persons in their employment or of their contractors or agents whilst engaged upon the pipeline and any works constructed in connection therewith or in consequence thereof or the repair or maintenance thereof;

and the Company shall effectively indemnify and hold harmless any such owner lessee or occupier or any statutory water undertakers or the Postmaster-General from and against all claims and demands arising out of or in connection with the pipeline and any works constructed in connection therewith or in consequence thereof or the repair or maintenance thereof or any such leakage bursting or failure or act or omission as aforesaid and the fact that any work or thing may have been done by any such owner lessee or occupier or any statutory water undertakers or the Postmaster-General on behalf of the Company or done by the Company in accordance with any requirement of his or theirs or under his or their supervision shall not excuse the Company from any liability under the provisions of this section:

Provided that—

(*a*) this subsection shall not impose any liability on the Company to indemnify and hold harmless any owner lessee or occupier or any statutory water undertakers or the Postmaster-General in respect of so much of any damage as is attributable to the wrongful act neglect or default of such owner lessee or occupier or any

PART IV —*cont.*

statutory water undertakers or the Postmaster-General or of any persons in his or their employment or of his or their contractors or agents;

(*b*) any such owner lessee or occupier or any statutory water undertakers or the Postmaster-General shall give reasonable notice to the Company of any claim or demand which in his or their opinion is a claim or demand for which the Company may be liable and no settlement or compromise thereof shall be made without the consent in writing of the Company.

(3) Any difference arising between the Company and the owner lessee or occupier of any land or any statutory water undertakers or the Postmaster-General under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration.

Maintenance of works.

33. The Company shall at all times after the construction of the works maintain the same in substantial repair and good order and condition and when necessary renew the same.

Saving for indictments etc.

34. Nothing in this Act shall exonerate the Company their servants or agents from any action indictment or other proceeding in respect of damage or nuisance caused by the leakage bursting or failure of the works.

As to markers showing position of pipelines.

35. The Company shall provide and maintain markers in streets at such places as may be prescribed by the highway authority and in other appropriate places indicating where the pipeline has been constructed or placed.

Map of pipeline to be prepared and kept up to date.

36.—(1) The Company shall within three months after the first occasion on which any pipe forming part of the pipeline is laid or constructed by them cause the course and situation of such part of the pipeline to be marked on a map (drawn on a scale not less than twenty-five inches to one mile) and shall from time to time within three months after replacing relaying or altering any pipe forming part of the pipeline cause the said map to be so corrected as to show the course and situation of such pipe and the map or a copy thereof bearing the date of its preparation and of the last occasion on which it was corrected shall be kept at the registered office of the Company.

(2) The said map shall at all reasonable hours and on reasonable notice be open to inspection by any person interested free of charge.

PART IV —*cont.*

Works below high-water mark to be subject to approval of Minister of Transport.

37.—(1) Subject to the provisions of this Act any work authorised by this Act so far as the same shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides shall be constructed only in accordance with plans and sections approved by the Minister of Transport and subject to such conditions and restrictions as the Minister of Transport may prescribe before such work is begun.

(2) Any alteration or extension of any such work shall be subject to the like approval.

(3) If any such work be commenced or completed contrary to the provisions of this section the Minister of Transport may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or where the amount does not exceed twenty pounds by the Minister of Transport summarily as a civil debt.

Provision against danger to navigation.

38.—(1) In case of injury to or destruction or decay of the works by this Act authorised or any part thereof 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 Company 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 harbour board and shall apply to the harbour board for directions as to the means to be taken.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a fine not exceeding ten pounds and in the case of a continuing offence to an additional fine 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.

Abatement of work abandoned or decayed.

39.—(1) Where any work constructed by the Company under the powers of this Act and situate wholly or partially on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides is abandoned or suffered to fall into decay the Minister of Transport or the harbour board may by notice in writing either require the Company 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 Minister of Transport or the harbour board (as the case may be) may think proper.

PART IV —*cont.*

(2) Where any part of any such work which has been abandoned or suffered to fall into decay is situate above the high-water mark of ordinary spring tides and is in such condition as to interfere or to cause reasonable apprehension that the same may interfere with the right of navigation or other public rights over the foreshore the Minister of Transport or the harbour board (as the case may be) may include any such part of such work or any portion thereof in any notice under this section.

(3) If during the period of thirty days from the date when the notice is served upon the Company they have failed to comply with such notice the Minister of Transport or the harbour board (as the case may be) may execute the works required to be done by the notice at the expense of the Company and the amount of such expense shall—

(*a*) in the case of works executed by the said Minister be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or where the amount does not exceed twenty pounds by the Minister of Transport summarily as a civil debt; and

(*b*) in the case of works executed by the harbour board be a debt due from the Company to the harbour board and shall be recoverable by the harbour board in any court of competent jurisdiction or where the amount recoverable does not exceed twenty pounds summarily as a civil debt.

Survey of works by Minister of Transport and harbour board

40. If at any time the Minister of Transport or the harbour board deems it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct any such work the Company shall defray the expense of the survey and examination and the amount thereof shall—

(*a*) if carried out by the said Minister be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or where the amount does not exceed twenty pounds by the Minister of Transport summarily as a civil debt; and

(*b*) if carried out by the harbour board be a debt due from the Company to the harbour board and shall be recoverable by the harbour board in any court of competent jurisdiction or where the amount does not exceed twenty pounds summarily as a civil debt.

Permanent lights on works.

41.—(1) After the completion of the works by this Act authorised the Company shall at the outer extremity of those works below high-water mark of ordinary spring tides exhibit

PART IV —*cont.*

and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the harbour board shall from time to time direct.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a fine not exceeding twenty pounds and in the case of a continuing offence to an additional fine not exceeding two pounds for every day on which after conviction thereof they so fail.

Lights on works during construction.

42.—(1) The Company shall at or near such part of the works by this Act authorised as shall be below high-water mark of ordinary spring tides during the whole time of the construction alteration or extension of the same exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Minister of Transport or the harbour board shall from time to time require or as the said Minister and the harbour board shall from time to time approve.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a fine not exceeding twenty pounds and in the case of a continuing offence to an additional fine not exceeding two pounds for every day on which after conviction thereof they so fail.

Provisions applicable to sections 39 40 and 42.

43.—(1) If it appears to the Company that any requirements or order made by the harbour board under section 39 (Abatement of work abandoned or decayed) or section 40 (Survey of works by Minister of Transport and harbour board) or section 42 (Lights on works during construction) of this Act are unreasonable they may within two months after the receipt of notice of any such requirement or of any such order refer the matter to the Minister of Transport who may confirm or annul the requirement or order or make such other requirement or order as he may think fit.

(2) In the event of any inconsistency between any requirement or order of the Minister of Transport and the harbour board under any of the said sections of this Act or in the event of the harbour board refusing their approval under the said section 42 the Company shall be deemed to have complied with the provisions of the section under which the requirement or order was made or given or the approval refused if they have complied with the requirement or order or have obtained the approval (as the case may be) of the said Minister.

Saving for Trinity House.

44. Nothing in this Act shall prejudice or derogate from the powers rights and privileges of the Corporation of Trinity House of Deptford Strond.

PART IV —*cont.*

For protection of Postmaster-General.

45. Before either the Company or the Postmaster-General instal apparatus or equipment for providing cathodic protection for or in connection with so much of the works or of any telegraphic line belonging to or used by the Postmaster-General (as the case may be) as is to be situated in the vicinity of any such telegraphic line or any part of the works (as the case may be) and thereafter from time to time as may be required by notice given by either party to the other of them they shall consult together as to the apparatus or equipment and the measures necessary for the protection of the works and such telegraphic lines.

For protection of gas boards.

46. The following provisions for the protection of the undertakers shall unless otherwise agreed in writing between the Company and the undertakers apply and have effect:—

(1) In this section—

" apparatus " means mains pipes or other apparatus belonging to or maintained by the undertakers and includes any works constructed for the lodging therein of apparatus;

" in " in a context referring to apparatus in land includes a reference to apparatus under over or upon land;

" the undertakers " means the North Thames Gas Board the Southern Gas Board or the South Western Gas Board as the case may be:

(2) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not under the powers of this Act acquire any apparatus otherwise than by agreement:

(3) Any additional expense which the undertakers may reasonably incur after giving one month's notice to the Company in placing repairing altering reconstructing or maintaining any apparatus in pursuance of any powers existing at the passing of this Act by reason of the existence of the pipeline shall be repaid by the Company to the undertakers:

(4) Before either the Company or the undertakers instal equipment for providing cathodic protection for or in connection with so much of the pipeline or any apparatus (as the case may be) as is to be situate in the vicinity of the other and thereafter from time to time as may be required by notice given by either party to the other of them they shall consult together as to the equipment and measures necessary for the protection of the pipeline and the said apparatus:

(5) Any raising sinking or other alteration of any apparatus which the Company propose to make pursuant to

section 16 (Power to construct works) of this Act shall notwithstanding the provisions of that section or of section 29 (Mutual protection for undertakers' apparatus) of this Act be executed by the undertakers and the reasonable expenses incurred by the undertakers in or in connection with the execution of any such alteration shall be repaid to the undertakers by the Company:

Provided that when requested so to do by the Company the undertakers subject to the provisions of the said section 29 shall commence the execution of any such raising sinking or alteration and shall complete the same with all reasonable dispatch and if the undertakers do not commence the execution of such raising sinking or alteration or do not complete the same with all reasonable dispatch the Company may subject to the provisions of the said section 29 after giving reasonable notice to the undertakers themselves execute such alteration:

(6) Nothing contained in section 13 (Extinction of private rights of way) or section 17 (Temporary stoppage of streets) of this Act or done thereunder shall take away prejudice or affect any rights or powers of the undertakers in or in relation to any apparatus in any land that may be acquired under this Act or in any street affected by the exercise of any of the powers of the said section 17 and notwithstanding anything therein contained the undertakers their officers engineers and workmen shall be at liberty at all times to execute and do all such works and things in upon or under any such land or street as may be necessary for inspecting repairing maintaining or renewing or removing any such apparatus:

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

As to Gas Act 1948.

47. For the avoidance of doubt it is hereby declared that nothing in this Act shall confer any power to supply gas contrary to the Gas Act 1948.

For protection of Central Electricity Generating Board and electricity boards.

48. The following provisions for the protection of the undertakers shall unless otherwise agreed in writing between the Company and the undertakers apply and have effect:—

(1) In this section—

"apparatus" means electric lines or works (as respectively defined in the Electric Lighting Act 1882) and includes any building structure or works constructed for the lodging therein of apparatus;

PART IV —*cont.*

" apparatus belonging to the undertakers " includes apparatus lawfully laid or erected by the undertakers;

" in " in a context referring to apparatus in land includes a reference to apparatus under over or upon land;

" the undertakers " means the Central Electricity Generating Board the Midlands Electricity Board the Southern Electricity Board the South Eastern Electricity Board or the South Western Electricity Board as the case may be:

(2) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not under the powers of this Act acquire any apparatus belonging to the undertakers otherwise than by agreement:

(3) Any raising sinking or other alteration of any apparatus which the Company propose to make pursuant to section 16 (Power to construct works) of this Act shall notwithstanding the provisions of that section or of section 29 (Mutual protection for undertakers' apparatus) of this Act be executed by the undertakers and the reasonable expenses incurred by the undertakers in or in connection with the execution of any such alteration shall be repaid to the undertakers by the Company:

Provided that when requested so to do by the Company the undertakers shall commence the execution of any such raising sinking or alteration and shall complete the same with all reasonable dispatch and if the undertakers do not commence the execution of such raising sinking or alteration or do not complete the same with all reasonable dispatch the Company may after giving reasonable notice to the undertakers themselves execute such alteration:

(4) The Company shall pay to the undertakers the costs charges and expenses reasonably incurred by the undertakers in or in connection with the inspection or the provision and construction of any new apparatus which may be required in consequence of the construction of the pipeline or the acquisition of rights or facilities for those purposes less the value of any apparatus which is removed (such value being calculated after removal):

Provided that subsections (3) and (4) of section 23 of the Act of 1950 (which imposes limitations on undertakers' rights to payment) shall so far as applicable extend and apply to any payment to be made by the

PART IV —*cont.*

Company under this paragraph as if the works hereinbefore in this paragraph mentioned were such undertakers' works as are referred to in the said subsection (3) and as if in that subsection for the words " specified as so necessary in a specification of the works settled under Part I of the Fourth Schedule to this Act or agreed so to be by the promoting authority " there were substituted the words " agreed or settled by arbitration under section 48 (For protection of Central Electricity Generating Board and electricity boards) of the Esso Petroleum Company Act 1961 ":

(5) Before either the Company or the undertakers instal equipment for providing cathodic protection for or in connection with so much of the pipeline or the apparatus belonging to the undertakers (as the case may be) as is to be situated in the vicinity of the other and thereafter from time to time as may be required by notice given by either party to the other of them they shall consult together as to the equipment and measures necessary for the protection of the pipeline and the said apparatus:

(6) Nothing contained in section 13 (Extinction of private rights of way) or section 17 (Temporary stoppage of streets) of this Act or done thereunder shall take away prejudice or affect any rights or powers of the undertakers in or in relation to any apparatus in any land that may be acquired under this Act or in any street affected by the exercise of any of the powers of the said section 17 and notwithstanding anything therein contained the undertakers their officers engineers and workmen shall be at liberty at all times to execute and do all such works and things in upon or under any such land or street as may be necessary for inspecting repairing maintaining renewing or removing any such apparatus:

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

For protection of water undertakers.

49. The following provisions for the protection of the water undertakers shall unless otherwise agreed in writing between the Company and the water undertakers apply and have effect:—

(1) In this section—

" apparatus " means mains pipes or other apparatus belonging to or maintained by the water undertakers and includes any works constructed for the lodging therein of apparatus;

PART IV —*cont.*

" in " in a context referring to apparatus in lands includes a reference to apparatus under over or upon land;

" the water undertakers " means the statutory water undertakers within whose limits the pipeline or any additional line of pipes is laid by the Company under this Act:

(2) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not under the powers of this Act acquire any apparatus belonging to water undertakers otherwise than by agreement:

(3) Nothing contained in section 17 (Temporary stoppage of streets) of this Act or done thereunder shall take away prejudice or affect any rights or powers of the water undertakers in or in relation to any apparatus in any land that may be acquired under this Act or in any street affected by the exercise of any of the powers of the said section 17 and notwithstanding anything therein contained the water undertakers their officers engineers and workmen shall be at liberty at all times to execute and do all such works and things in or upon or under any such land or street as may be necessary for inspecting repairing maintaining renewing or removing any such apparatus:

(4) The Company shall not make any trial borings under section 27 (Power to make trial borings) of this Act in lands belonging to water undertakers without first obtaining the consent of those undertakers:

(5) (*a*) Before commencing to construct the pipeline or any additional line of pipes under this Act or to maintain replace relay or alter temporarily or permanently the pipeline or any such additional line of pipes the Company shall give notice to the water undertakers within whose limits of supply the works are to be carried out of the proposed works and where in the opinion of any such water undertaker or of any other statutory water undertakers the use of the said works will render necessary the execution of protective works whether temporary or permanent for the purpose of protecting against pollution any water which they supply for human consumption or domestic purposes the water undertakers or the statutory water undertakers so affected may within fourteen days from the date when the said notice is given by the Company to water undertakers by notice require the Company to execute such protective works;

PART IV —*cont.*

(*b*) The Company shall at their own expense carry out any protective works required under sub-paragraph (*a*) of this paragraph as may be agreed between the said undertakers and the Company or in default of agreement as may be determined by the Minister of Housing and Local Government:

(6) Before either the Company or the water undertakers instal equipment for providing cathodic protection for or in connection with so much of the pipeline or any apparatus (as the case may be) as is to be situate in the vicinity of the other and thereafter from time to time as may be required by notice given by either party to the other of them they shall consult together as to the equipment and measures necessary for the protection of the pipeline and the said apparatus:

(7) The Company shall from time to time after the completion of the pipeline or any additional line of pipes constructed under this Act supply to the water undertakers detailed drawings showing the position of the pipeline or additional line of pipes laid within the limits of supply of the water undertakers:

(8) Any difference arising between the Company and the water undertakers under this section (other than a difference arising under paragraph (5) or as to the meaning and construction of this section) shall be settled by arbitration.

For protection of Metropolitan Water Board.

50. The following provisions for the protection of the Metropolitan Water Board (in this section referred to as "the board") shall unless otherwise agreed in writing between the Company and the board apply and have effect:—

(1) In this section—

"construct" includes alter extend replace or relay; and

"the river" and "the specified section of the pipeline" have the meanings respectively assigned to those expressions by section 52 (For protection of Conservators of the River Thames) of this Act:

(2) (*a*) Before commencing to construct the specified section of the pipeline the Company shall submit to the board plans sections and specifications and (when reasonably required by the board) working drawings thereof and of any temporary works in connection with the construction of the pipeline for their reasonable approval If the board do not within twenty-eight days after the submission to them of any such plans sections and

PART IV —*cont.*

specifications and working drawings (if any) signify to the Company in writing their disapproval thereof and the reasons for their disapproval they shall be deemed to have approved thereof;

(*b*) The specified section of the pipeline shall not be constructed otherwise than in accordance with such plans sections and specifications and working drawings (if any) as may be approved (or are to be deemed to be approved) by the board or if such approval be withheld as may be settled by arbitration and shall be constructed to the reasonable satisfaction of the board:

Provided that if following the submission of plans sections and specifications and working drawings (if any) both to the board under this paragraph and to the conservators of the river Thames under the provisions of paragraph (2) of section 52 (For protection of Conservators of the River Thames) of this Act either or both of those authorities disapprove such plans sections and specifications and working drawings (if any) the plans sections and specifications and working drawings (if any) shall not be deemed to be approved unless approved by both the authorities and in any arbitration proceedings which may take place as a result of the disapproval by one of the authorities the authority which is not a party to those proceedings shall be entitled to be heard in such proceedings and the plans sections and specifications and working drawings (if any) as settled by such arbitration shall be deemed to have been approved by such authority whether or not it has been heard in the proceedings:

(3) Notwithstanding anything in this Act no pipe forming part of the specified section of the pipeline shall have an internal diameter exceeding thirteen inches:

(4) The engineer to the board shall be entitled to supervise the construction of the specified section of the pipeline and any temporary works connected therewith and for that purpose shall be afforded by the Company all reasonable facilities for access to that section:

(5) If—

(*a*) any interruption or reduction in the supply of water by the board or any damage to or interference with any waterwork of the board shall without the written authority of the board be occasioned; or

(*b*) any source of water supply of the board is polluted or otherwise injuriously affected;

PART IV —*cont.*

either by reason of the exercise of the statutory powers conferred upon the Company or by leakage from the pipeline or the bursting or failure thereof or by the act or default of the Company or any of their contractors agents workmen or servants the Company shall make compensation to the board in respect of any expense which the board may incur or any loss or damage which they may sustain by reason or in consequence of such interruption reduction damage interference pollution or injurious affection and shall indemnify the board against all claims which may be made against the board by reason or in consequence of such interruption reduction damage interference pollution or injurious affection:

Provided that—

(i) this paragraph shall not impose any liability on the Company in respect of so much of any expenses damage or loss incurred or sustained by the board as is attributable to the act neglect or default of the board or their agents; and

(ii) the board shall give reasonable notice to the Company of any such claim and no settlement or compromise thereof shall be made without the written consent of the Company:

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

For further protection of Metropolitan Water Board.

51. The following provisions for the further protection of the Metropolitan Water Board (in this section referred to as " the board ") shall unless otherwise agreed in writing between the Company and the board apply and have effect:—

(1) In this section—

" apparatus " means mains pipes or other apparatus belonging to or maintained by the board and includes any works constructed for the lodging therein of apparatus;

" approved plans " means any plans submitted by the Company to the board under paragraph (4) of this section and approved or deemed to be approved or settled by arbitration as provided for in the said paragraph;

" the aqueduct " means the aqueduct of the board leading from the Queen Mary reservoir of the board to their Staines reservoirs;

PART IV —*cont.*

" property of the board " means any lands belonging to or occupied by the board shown on the deposited plans and includes any aqueducts culverts plant and apparatus laid or constructed in on under or over any part of those lands;

" the authorised works " means so much of the pipeline as may be situated upon across under or over the property of the board or within twenty-five feet on either side of the aqueduct or may in any way affect the same and includes works of maintenance;

" the engineer " means an engineer to be appointed by the board;

" plans " includes sections drawings and specifications:

(2) The Company shall not under the powers of this Act acquire compulsorily any property of the board but they may in accordance with the provisions of section 14 (Power to acquire easements only) of this Act acquire such easements and rights in relation to the property of the board as they may reasonably require:

Provided that—

(*a*) if the board for the purpose of executing any substantial development or works in on or under any property of the board require the removal of any part of the pipeline placed in such property and shall give to the Company notice in writing of such requirement and shall afford to the Company free of charge the necessary facilities and rights for the construction of such part of the pipeline in other property of the board the Company shall at their expense after the grant to the Company of such facilities and rights proceed with all reasonable dispatch to remove such part of the pipeline as aforesaid;

(*b*) if any part of the pipeline has been removed (otherwise than by raising or lowering) by the Company pursuant to a requirement of the board under paragraph (*a*) of this proviso and constructed in other property of the board any subsequent removal and construction pursuant to a further requirement of the board under that paragraph shall be carried out at the expense of the board:

(3) (*a*) Notwithstanding anything in this Act no pipe constructed under the powers of this Act in any property of the board shall have an internal diameter exceeding thirteen inches;

PART IV —*cont.*

(*b*) No line of pipes forming part of the pipeline shall be constructed upon across under or over any property of the board west of the centre line of the pipeline shown on the deposited plans:

(4) The Company shall before commencing the authorised works (other than works of maintenance) furnish to the board plans thereof for the approval of the engineer (which approval shall not be unreasonably withheld) and shall not commence the authorised works until such plans shall have been approved in writing by the engineer or if he shall not approve the plans until the plans shall have been settled by arbitration:

Provided that if within twenty-eight days after such plans have been furnished to the board the engineer shall not have intimated his disapproval thereof and the reasons for his disapproval he shall be deemed to have approved them:

(5) Upon signifying his approval or disapproval of the said plans the engineer may specify any protective works whether temporary or permanent which in his opinion should be carried out before the commencement of the authorised works to ensure the stability of the property of the board or to protect it from injury or the water in the aqueduct or other apparatus or in any works of the board from pollution and such protective works (hereafter in this section referred to as "protective works") as may be reasonably necessary for those purposes shall be constructed by the board or (if the board so require) wholly or partly by the Company and the Company shall repay to the board all costs and expenses reasonably incurred by the board in connection with the construction of the protective works or any part thereof:

(6) The Company shall give to the engineer not less than fourteen days' notice in writing of their intention to commence any of the authorised works except in case of emergency when they shall give such notice thereof as may be reasonably practicable:

(7) Any of the authorised works in respect of which the Company are required to submit plans under paragraph (4) of this section shall be carried out in accordance with the approved plans and those works shall when commenced be carried out with all reasonable dispatch and under the supervision (if given) and to the reasonable satisfaction of the engineer and in such manner as to cause as little damage to the property of the board as may be and so as not to cause any interference with or

PART IV —*cont.*

interruption in the use of any apparatus or the supply of water by the board and if any damage to the property of the board shall be caused the Company shall notwithstanding any such approval as aforesaid forthwith make good such damage and pay to the board all reasonable costs and expenses to which the board may be put and reasonable compensation for any loss which the board may sustain by reason of any such damage:

(8) The Company shall at all times afford reasonable facilities to the engineer for access to the authorised works and shall supply him with all such information as he may reasonably require with regard to the authorised works or the method of construction thereof:

(9) If any alterations or additions either permanent or temporary to the property of the board shall be reasonably necessary in consequence of the authorised works such alterations and additions may be effected by the board after giving notice to the Company and the Company shall repay to the board the reasonable cost thereof including in respect of any permanent alterations or additions a capitalised sum representing the increased or additional cost of maintaining working and when necessary renewing any such alterations or additions:

(10) The Company shall repay to the board all costs charges and expenses reasonably incurred by the board in respect of the employment of any inspectors watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting watching and lighting the property of the board and for preventing as far as may be all interference obstruction damage or accident arising from the authorised works:

(11) Any additional expense which the board may reasonably incur after giving one month's notice to the Company in placing repairing altering reconstructing or maintaining any apparatus or in constructing reconstructing or maintaining any waterworks in pursuance of any powers existing at the passing of this Act by reason of the existence of the authorised works shall be repaid by the Company to the board:

(12) Before either the Company or the board instal equipment for providing cathodic protection for or in connection with so much of the pipeline or any apparatus (as the case may be) as is or will be situate in the vicinity of the other and thereafter from time to time as may be required by notice given by either party to the other of

PART IV —*cont.*

them they shall consult together as to the equipment and measures necessary for the protection of the pipeline or such apparatus (as the case may be):

(13) Notwithstanding anything in this Act 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 apply or extend so as to authorise the occupation by the Company of any property of the board:

(14) The Company shall not exercise the powers conferred by section 27 (Power to make trial borings) of this Act on any property of the board without first obtaining the consent in writing of the board but such consent shall not be unreasonably withheld and the board may attach thereto such reasonable terms and conditions as they think fit:

(15) Notwithstanding anything in section 29 (Mutual protection for undertakers' apparatus) of this Act the said section 29 shall not regulate the relations between the Company and the board in respect of any works to be carried out by the Company or the board in land belonging to the board or any other land other than land forming part of a street or controlled land as respectively defined in the Act of 1950:

(16) The Company shall from time to time after the completion of the pipeline supply to the board detailed drawings showing the position of so much of the pipeline as is constructed upon across under or over any property of the board:

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

For protection of Conservators of the River Thames.

52. The following provisions for the protection of the Conservators of the River Thames (in this section referred to as "the conservators") shall unless otherwise agreed in writing between the Company and the conservators apply and have effect:—

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

"apparatus" includes the locks weirs sluices and other appliances used for regulating the flow of water in the river or for discharging water into or

PART IV —*cont.*

discharging water out of the river being in every case apparatus for the maintenance of which the conservators are responsible;

" construct " includes alter extend replace or relay;

" the river " means the river Thames and the watercourses which are respectively to be treated as and deemed to be the main river and parts thereof and are shown by distinctive colours on the map of the river Thames (above Teddington Lock) catchment area prepared in pursuance of section 5 of the Land Drainage Act 1930 and for the time being in force;

" the specified section of the pipeline " means so much of the pipeline as is constructed over or under or within twenty-five feet of either side of the river:

(2) (*a*) Before commencing to construct the specified section of the pipeline the Company shall submit to the conservators plans sections and specifications and (when reasonably required by the conservators) working drawings thereof and of any temporary works in connection with the construction of the pipeline for their reasonable approval If the conservators do not within twenty-eight days after the submission to them of any such plans sections and specifications and working drawings (if any) signify to the Company in writing their disapproval thereof and the reasons for their disapproval they shall be deemed to have approved thereof;

(*b*) The specified section of the pipeline shall not be constructed otherwise than in accordance with such plans sections and specifications and working drawings (if any) as may be approved (or are to be deemed to be approved) by the conservators or if such approval be withheld as may be settled by arbitration and shall be constructed to the reasonable satisfaction of the conservators:

Provided that if following the submission of plans sections and specifications and working drawings (if any) both to the conservators under this paragraph and to the Metropolitan Water Board under the provisions of paragraph (2) of section 50 (For protection of Metropolitan Water Board) of this Act either or both of those authorities disapprove such plans sections and specifications and working drawings (if any) the plans sections and specifications and working drawings (if any) shall not be deemed to be approved unless approved by both the authorities and in any arbitration proceedings which may take place as a result of the

PART IV —*cont.*

disapproval by one of the authorities the authority which is not a party to those proceedings shall be entitled to be heard in such proceedings and the plans sections and specifications and working drawings (if any) as settled by such arbitration shall be deemed to have been approved by such authority whether or not it has been heard in the proceedings;

(*c*) Upon signifying their approval or disapproval of the said plans the conservators may specify any protective works whether temporary or permanent which in their opinion should be carried out to ensure the stability of any of the banks and bed of the river or to protect them from injury and such protective works (hereafter in this section referred to as "protective works") as may be reasonably necessary for those purposes shall be constructed by the Company at their expense:

(3) The Company shall at all times afford reasonable facilities to the engineer to the conservators for access to the specified section of the pipeline and any protective works connected therewith and shall supply him during their construction with all such information as he may reasonably require with regard to the specified section of the pipeline and any protective works connected therewith or the method of construction thereof:

(4) (*a*) The specified section of the pipeline shall when commenced be carried out with all reasonable dispatch in accordance with the plans approved or deemed to be approved by the conservators in accordance with the foregoing provisions of this section or in case of difference as may be settled by arbitration and to the reasonable satisfaction of the engineer to the conservators and in such manner as to cause as little damage or interference with any of the apparatus of the conservators as may be;

(*b*) If notwithstanding the foregoing provisions of this paragraph any such damage or interference as aforesaid shall be caused or take place the Company shall notwithstanding any such approval or settlement as aforesaid forthwith make good such damage to the reasonable satisfaction of the engineer to the conservators and pay to the conservators the reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of such damage or interference:

(5) The Company shall on demand make good to the conservators any additional costs charges or expense

PART IV —*cont.*

which the conservators may reasonably incur in complying with any obligation to dredge or maintain a channel in the river or any part thereof by reason or in consequence of the specified section of the pipeline:

(6) The Company shall be responsible for and make good to the conservators all costs charges damages and expenses not otherwise provided for in this section which may be occasioned to the conservators—

(*a*) by reason of the specified section of the pipeline and any protective works connected therewith or the leakage bursting or failure of the pipeline; or

(*b*) by reason of any act or omission of the Company or of any persons in their employ or of their contractors or others whilst engaged upon the specified section of the pipeline and any protective works connected therewith or the repair or maintenance thereof;

and the Company shall effectively indemnify and hold harmless the conservators from and against all claims or demands arising out of or in connection with the specified section of the pipeline and any protective works connected therewith or the repair or maintenance thereof or any such leakage bursting or failure or act or omission as aforesaid and the fact that any work or thing may have been done in accordance with any requirement of the conservators or under the supervision of their engineer shall not excuse the Company from any liability under the provisions of this section:

Provided that—

(i) this paragraph shall not impose any liability on the Company to indemnify and hold harmless the conservators in respect of so much of any damage as is attributable to the act neglect or default of the conservators or their agents;

(ii) the conservators shall give reasonable notice to the Company of any claim or demand which in the opinion of the conservators is a claim or demand for which the Company may be liable and no settlement or compromise thereof shall be made without the consent in writing of the Company:

(7) In constructing the specified section of the pipeline and any temporary or protective works connected therewith the Company shall comply with the following requirements (that is to say):—

(*a*) such warning markers and lights shall be displayed as may be reasonably necessary;

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PART IV —*cont.*

(*b*) before commencing the construction of any temporary works in the waterway of the river the Company shall obtain the approval of the conservators to the arrangement and position of such works;

(*c*) no undue obstruction shall be caused to the use of the towpath or to the navigation of the river or to towing thereon;

(*d*) the Company shall ensure the observance by themselves and their contractors and persons in the employment of the Company or their contractors of the provisions of the Thames Conservancy Acts 1932 to 1959 or any statutory modification thereof:

(8) After the completion of the construction of the specified section of the pipeline and any temporary or protective works connected therewith the Company shall—

(*a*) restore to a proper condition to the reasonable satisfaction of the conservators the towpath and banks of the river;

(*b*) remove from the waterway of the river all temporary works and withdraw all piles; and

(*c*) place on both sides of the river permanent markers of a type to be approved by the conservators to mark the position of the specified section of the pipeline:

(9) Whenever the Company propose under section 26 (Use of sewers etc. for removing water) of this Act to discharge water into the river or any tributary thereof the Company shall not discharge the water without the approval of the conservators or except at such times as the conservators may approve and in a manner approved by them as not likely to injure the river or tributary or the banks thereof to interfere with traffic thereon or to cause flooding within the area drained thereby:

Provided that—

(*a*) the Company may in case of emergency discharge into the river or any tributary thereof without having obtained the approval of the conservators in accordance with the foregoing provisions of this section but in that event the Company shall forthwith give to the conservators notice thereof and such further particulars relating to the discharge as may be reasonably required;

(*b*) the conservators shall not unreasonably withhold their approval to the discharge of water into the river or any tributary thereof;

PART IV —*cont.*

(*c*) an approval for which application is made under this paragraph shall be deemed to have been given unless notice of disapproval is given to the Company by the conservators within seven working days after the making of the application;

(*d*) the powers of the said section 26 shall not be exercised so as to damage or affect injuriously any property of the conservators (including syphons and culverts):

(10) The Company shall not exercise the powers conferred by section 27 (Power to make trial borings) of this Act in any part of the river without first obtaining the consent of the conservators but such consent shall not be unreasonably withheld and the conservators may attach thereto such reasonable conditions as they think fit:

(11) Nothing in this Act shall prejudice lessen or affect any right power or jurisdiction of the conservators under the Thames Conservancy Acts 1932 to 1959:

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

For protection of Southampton Harbour Board.

53. The following provisions for the protection of the harbour board shall unless otherwise agreed in writing between the Company and the harbour board apply and have effect:—

(1) In this section—

" authorised work " means any work carried out by the Company in constructing replacing relaying or altering any part of the pipeline situated under or in any way affecting the port;

" construct " includes replace relay or alter and " construction " shall be construed accordingly;

" plans " includes sections and specifications;

" the port " means the port of Southampton as defined in section 5 (Defining the Port) of the Southampton Harbour Act 1887;

" the signed section " means the section signed in duplicate by William Henry Driscoll on behalf of the Company and by Charles Percival Eastburn on behalf of the harbour board one copy of which has been deposited with the Company and the other with the harbour board:

PART IV —*cont.*

(2) The Company shall not in constructing an authorised work deviate upwards from the levels shown on the signed section:

(3) (*a*) An authorised work shall be constructed at such times and in such stages as the harbour board may reasonably require so as to keep open the main channels of the port and prevent delay to shipping using the port;

(*b*) The Company shall before commencing an authorised work furnish to the harbour board plans thereof for their approval (which approval shall not be unreasonably withheld) and shall not commence an authorised work until such plans shall have been approved in writing by the harbour board or if they shall not approve the plans until the same shall have been settled by arbitration:

Provided that if within two months after such plans have been furnished to the harbour board they shall not have intimated their disapproval thereof and the reasons for their disapproval they shall be deemed to have approved them;

(*c*) This paragraph shall not apply to a case where an authorised work which consists of a relaying or alteration of part of the pipeline has to be carried out in an emergency:

(4) Upon signifying their approval or disapproval of the said plans the harbour board may specify any protective works whether temporary or permanent which in their opinion should be carried out to ensure that the pipeline remains at the bottom of the trench in which it is laid and such protective works (hereafter in this section referred to as " protective works ") as may be reasonably necessary for those purposes shall be constructed by the Company at their expense:

(5) The Company shall give to the harbour board not less than fourteen days' notice in writing of their intention to commence an authorised work except in case of emergency when they shall give such notice thereof as may be reasonably practicable:

(6) An authorised work in respect of which the Company are required to submit plans under paragraph (3) of this section shall be carried out in accordance with the plans as so submitted and approved or deemed to have been approved by the harbour board or settled by arbitration in accordance with the provisions of this

PART IV —*cont.*

section and that work and any protective works connected therewith shall when commenced be carried out with all reasonable dispatch and under the supervision of the harbour board (if given) and to the reasonable satisfaction of the harbour board and in such manner as to cause as little interference delay or interruption as possible to the traffic using the port and if any such interference delay or interruption shall be caused or take place the Company shall notwithstanding any such approval as aforesaid forthwith pay to the harbour board all reasonable costs and expenses to which they may be put and reasonable compensation for any claims or loss for which they may be liable or sustain by reason of any such interference delay or interruption:

(7) The Company shall at all times afford reasonable facilities to the harbour board for access to an authorised work and any protective works connected therewith and shall supply them with all such information as they may reasonably require with regard to an authorised work and any protective works connected therewith or the method of construction thereof:

(8) The Company shall take to the satisfaction of the harbour board all reasonable precautions for the prevention of the corrosion of the pipeline and of fire:

(9) The Company shall at all times after the construction of the pipeline maintain the same in substantial repair and good order and condition and when necessary renew the same and shall take due care in the user of the same:

(10) The provisions of subsection (2) of section 16 (Power to construct works) of this Act shall not apply within the port:

(11) The Company shall be responsible for and make good to the harbour board all costs charges damages and expenses not otherwise provided for in this section which may be occasioned to the harbour board—

(*a*) by reason of an authorised work and any protective works connected therewith or the leakage bursting or failure of the pipeline; or

(*b*) by reason of any act or omission of the Company or of any persons in their employ or of their contractors or others whilst engaged upon an authorised work and any protective works connected therewith or the repair or maintenance thereof;

PART IV —*cont.*

and the Company shall effectively indemnify and hold harmless the harbour board from and against all claims or demands arising out of or in connection with an authorised work and any protective works connected therewith or the repair or maintenance thereof or any such leakage bursting or failure or act or omission as aforesaid and the fact that any work or thing may have been done in accordance with any requirement of the harbour board or under their supervision shall not excuse the Company from any liability under the provisions of this section:

Provided that—

(i) this paragraph shall not impose any liability on the Company to indemnify and hold harmless the harbour board in respect of so much of any damage as is attributable to the act neglect or default of the harbour board or their agents;

(ii) the harbour board shall give reasonable notice to the Company of any claim or demand which in the opinion of the harbour board is a claim or demand for which the Company may be liable and no settlement or compromise thereof shall be made without the consent in writing of the Company:

(12) Nothing shall be done by the Company under the powers of this Act whereby the rights of navigation in the port shall be hindered impeded or injuriously affected and the Company will hold the harbour board harmless from any act matter or thing whereby the pipeline shall in any way affect the rights of passage or of anchoring of vessels and the harbour board shall in no way be responsible should the pipeline foul any anchor or moorings of any vessel nor shall the harbour board be responsible for the results thereof:

(13) The Company shall on demand make good to the harbour board any additional costs charges or expenses which the harbour board may reasonably incur in complying with any obligation to dredge or maintain a channel in the port or any part thereof by reason or in consequence of the construction user maintenance or failure of a section of an authorised work:

(14) (*a*) If the harbour board decide for good and sufficient reasons to deepen the navigational channel of the port by dredging they may give notice in writing to the Company to relay the pipeline at a greater depth in the sea-bed and the Company shall carry out such

PART IV —*cont.*

relaying at such times and in such stages as the harbour board may reasonably require and to the reasonable satisfaction of the harbour board;

(*b*) If any dispute shall arise as to whether or not the reasons put forward by the harbour board for the proposed deepening of the navigational channel are good and sufficient the question shall be determined by arbitration:

(15) The Company shall not exercise the powers conferred by section 27 (Power to make trial borings) of this Act in the port without first obtaining the consent of the harbour board but such consent shall not be unreasonably withheld and the harbour board may attach thereto such reasonable terms and conditions as they think fit:

(16) If there shall be any inconsistency between any plans approved by the harbour board or settled by arbitration under this section and the plans approved by the Minister of Transport under section 37 (Works below high-water mark to be subject to approval of Minister of Transport) of this Act the works shall be executed in accordance with the plans so approved by the said Minister:

(17) Except as provided in paragraph (16) of this section any difference arising between the Company and the harbour board under this section (save as to the construction of this section) shall be settled by arbitration.

For protection of British Transport Commission.

54. For the protection of the British Transport Commission (in this section referred to as " the commission ") the following provisions shall unless otherwise agreed in writing between the Company and the commission apply and have effect:—

(1) In this section—

" property of the commission " means any lands belonging to or occupied by the commission shown on the deposited plans and any railway or waterway of the commission and the works connected therewith;

" the authorised works " means so much of the pipeline as may be situated upon across under or over the property of the commission or may in any way affect the same;

" the engineer " means an engineer to be appointed by the commission;

" plans " includes sections drawings and specifications:

PART IV —*cont.*

(2) (*a*) The Company shall not under the powers of this Act acquire compulsorily any lands belonging to the commission but (subject to the provisions of sub-paragraph (*b*) of this paragraph) they may in accordance with the provisions of section 14 (Power to acquire easements only) of this Act acquire such easements and rights in relation to the lands of the commission as they may require;

(*b*) The Company shall not under the powers of this Act acquire any easements or rights in the lands of the commission numbered on the deposited plans 23 27 and 33 in the parish of Farnborough and 15 in the parish of Ashford;

(*c*) 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 apply to or authorise the Company to enter upon or use any lands belonging to the commission or used by them for the purposes of their undertaking:

(3) No part of the authorised works shall be laid in or upon or attached to any bridge or other structure belonging to or maintainable by the commission without the consent of the commission first had and obtained which consent shall not be unreasonably withheld and (if given) may be granted upon reasonable terms and conditions including (without prejudice to the generality of the foregoing) reasonable terms and conditions as to the removal or alteration of any part of the authorised works so laid or attached in the event of the commission at any time requiring to remove or alter such bridge or structure:

(4) Any electrical works or equipment comprised in the pipeline shall be so constructed erected or laid down and so maintained worked and used as to prevent any interference with any telecommunications installation or other electrical apparatus of the commission or with the use and operation by the commission of any such installation or apparatus:

(5) (*a*) Before either the Company or the commission instal apparatus for providing cathodic protection for or in connection with so much of the pipeline or any apparatus or installations of the commission (as the case may be) as is to be situated in the vicinity of the other and thereafter from time to time as may be required by notice given by either party to the other of them they

PART IV —*cont.*

shall consult together as to the apparatus and measures necessary for the protection of the pipeline and the said apparatus or installations and shall co-operate in making such tests as shall be reasonably necessary either before or after the installation of any apparatus for providing cathodic protection;

(*b*) The commission shall at the request of the Company from time to time supply the Company with all such information as the Company may reasonably require relating to any apparatus of the commission (not being apparatus for providing cathodic protection) which has been or is proposed to be installed by the commission and which has or will have a field of activity interfering with any measures for providing cathodic protection for or in connection with the pipeline which have been taken by the Company or upon which the Company have consulted the commission:

(6) The Company shall not under the powers of this Act exhibit any light or construct or operate any signal which in the opinion of the commission hinders the ready interpretation of any signal on a railway or waterway or is likely to render more hazardous the use of any railway or waterway:

(7) The Company shall before commencing the construction of the authorised works furnish to the commission plans thereof for the approval of the engineer (which approval shall not be unreasonably withheld) and shall not commence such construction until such plans have been approved in writing by the engineer or if he shall not approve the plans until the same have been settled by arbitration:

Provided that if within twenty-eight days after such plans have been furnished to the commission the engineer has not intimated his approval or disapproval thereof he shall be deemed to have approved them:

(8) If within twenty-eight days after such plans have been furnished to the commission the commission shall give notice to the Company that in consequence of the nature of the authorised works it is reasonably necessary that the commission should themselves construct any part of the authorised works then if the Company desire such part of the authorised works to be constructed the commission shall construct the same with all reasonable dispatch on behalf of and to the reasonable satisfaction of the Company in accordance with the

PART IV —*cont.*

plans approved or deemed to be approved or settled as aforesaid (hereafter in this section referred to as " the approved plans "):

(9) Upon signifying his approval or disapproval of the said plans the engineer may specify any protective works whether temporary or permanent which in his opinion should be carried out before the commencement of the authorised works to ensure the safety or stability of the property of the commission and such protective works as may be reasonably necessary for those purposes shall be constructed by the commission with all reasonable dispatch and the Company shall not commence the construction of the authorised works until the engineer shall have notified the Company that the protective works have been completed:

(10) The Company shall give to the engineer twenty-eight days' notice in writing of their intention to commence the construction of any of the authorised works and except in case of emergency (when they shall give such notice as may be reasonably practicable) also of their intention to carry out any works for the repair or maintenance of the authorised works:

(11) The construction or execution of the authorised works (or so much thereof as shall be carried out by the Company) and any subsequent repairs or maintenance thereof shall when commenced be carried out with all reasonable dispatch and (in any case where plans are required to be submitted under paragraph (7) of this section) in accordance with the approved plans and to the reasonable satisfaction of the engineer and in such manner as to cause as little damage to the property of the commission as may be and as little interference delay or interruption as may be to the traffic on any railway or waterway of the commission the use of the towpath of any such waterway or the free flow or passage of water through any such waterway and if any damage to the property of the commission or any such interference delay or interruption shall be caused or take place the Company shall notwithstanding any such approval as aforesaid forthwith make good such damage and pay to the commission all reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of any such damage interference delay or interruption:

(12) The engineer shall be entitled to supervise the construction of so much of the authorised works as shall be

PART IV —*cont.*

carried out by the Company and for that purpose shall be afforded by the Company all reasonable facilities for access to the authorised works and the Company shall supply him with all such information as he may reasonably require with regard to the authorised works or the method of construction thereof:

(13) The commission shall at all times afford reasonable facilities to the Company and their agents for access to any works carried out by the commission under this section during their construction and shall supply the Company with such information as they may reasonably require with regard to such works or the method of construction thereof:

(14) If any alterations or additions either permanent or temporary to the property of the commission shall be reasonably necessary in consequence of the authorised works such alterations and additions may be effected by the commission after giving notice to the Company and the Company shall repay to the commission the reasonable cost thereof including in respect of permanent alterations or additions a capitalised sum representing the increased or additional cost of maintaining working and when necessary renewing any such alterations or additions:

(15) (*a*) The Company shall repay to the commission all costs charges and expenses reasonably incurred by the commission—

(i) in constructing any part of the authorised works on behalf of the Company as provided by paragraph (8) of this section or any protective works under the provisions of paragraph (9) of this section;

(ii) in respect of the employment of any inspectors signalmen watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting watching lighting and signalling the property of the commission and for preventing as far as may be all interference obstruction danger or accident arising from the construction maintenance repair or failure of the authorised works;

(iii) in respect of any special traffic working resulting from any speed restrictions which are necessary as a result of the construction maintenance repair or failure of the authorised works and which may in the opinion of the engineer require to be imposed or from the substitution or diversion of services which is also necessary for the same reason;

PART IV —*cont.*

(iv) in any additional temporary lighting of the property of the commission in the vicinity of the authorised works which is necessary as a result of the construction maintenance repair or failure of the authorised works;

(*b*) Except in case of emergency the commission will either before or at the time of incurring any costs charges or expenses recoverable from the Company under this paragraph notify the Company that such costs charges or expenses are about to be or are being incurred and in the case of an emergency they will notify the Company as soon thereafter as may be reasonably practicable of any such costs charges or expenses that have been incurred:

(16) Any works of maintenance or renewal of the authorised works carried out by the Company in pursuance of section 33 (Maintenance of works) of this Act shall be carried out to the reasonable satisfaction and under the supervision (if given) of the engineer and if and whenever the Company fail to carry out any such works of maintenance and renewal as may in the opinion of the engineer be required for the protection and safety of the property of the commission the commission may make and do in and upon the lands of the commission or of the Company all such works and things as shall be requisite in that behalf and the costs and expenses reasonably incurred by the commission in so doing shall be repaid to them by the Company:

Provided that the commission shall give to the Company twenty-eight days' notice of their intention to do any such works or things except in case of emergency when they shall give such notice as may be reasonably practicable:

(17) (*a*) Any additional expense which the commission may reasonably incur after giving one month's notice to the Company in widening altering reconstructing or maintaining any railway waterway or works of the commission in pursuance of any powers existing at the passing of this Act by reason of the existence of the authorised works shall be repaid by the Company to the commission;

(*b*) If for the purpose of widening altering reconstructing or maintaining any railway or waterway of the commission or any works connected therewith in pursuance of any

PART IV —*cont.*

powers existing at the passing of this Act the commission shall at any time require any part of the authorised works to be diverted or altered—

(i) the commission shall give notice of such requirement to the Company together with plans of the diversion or alteration which they propose;

(ii) the diversion or alteration of the authorised works (hereafter in this section referred to as " the diverted or altered works ") shall be carried out in accordance with plans to be agreed between the Company and the commission or if not so agreed within twenty-eight days of the notice aforesaid to be settled by arbitration;

(iii) the commission shall afford to the Company the necessary facilities and rights for the construction of the diverted or altered works in accordance with the plans so agreed or settled by arbitration and the Company shall proceed with all reasonable dispatch to construct and bring into operation the diverted or altered works and to remove so much of the authorised works as shall have thereby been rendered unnecessary:

Provided that if the commission shall give notice to the Company before the Company shall have commenced the construction of the diverted or altered works that in consequence of the nature of those works it is reasonably necessary that the commission should themselves construct any part thereof the commission shall construct the same on behalf and at the expense of the Company in accordance with the plans so agreed or settled by arbitration:

(18) Except in a case of emergency whenever the Company propose under section 26 (Use of sewers etc. for removing water) of this Act to discharge water into any stream or watercourse in respect of which the commission exercise functions the Company shall not discharge the water except in a manner and at times approved by the commission (whose approval shall not be unreasonably withheld):

Provided that—

(*a*) when the Company discharge water during an emergency they shall forthwith give to the commission notice thereof and such further particulars relating to the discharge as may be reasonably required;

PART IV —*cont.*

(*b*) if within twenty-one days after the application for such approval the commission have not intimated their approval or disapproval they shall be deemed to have given their approval;

(*c*) the powers of the said section 26 shall not be exercised so as to damage or affect injuriously any property of the commission:

(19) The Company shall not exercise the powers conferred by section 27 (Power to make trial borings) of this Act on any property of the commission without first obtaining the consent of the commission but such consent shall not be unreasonably withheld and the commission may attach thereto such reasonable terms and conditions as they think fit:

(20) (*a*) The commission shall be entitled in case of emergency to shut off the flow of petroleum products or other substances in the lines of pipes crossing their railways or waterways and for that purpose the Company shall at their own expense and to the reasonable satisfaction of the engineer provide and at all times maintain in good working order and condition adjacent to the point of crossing of any line or lines of pipes under or over any railway or waterway of the commission—

(i) a stop valve in each such line of pipes on the side of the railway or waterway nearest to the Company's pumping station;

(ii) a stop valve in each such line of pipes on the side of the railway or waterway furthest from the Company's pumping station in every case where it is agreed or in default of agreement determined by arbitration that the provision of such a stop valve is reasonably required for the protection and safety of the railway or waterway; and

(iii) a conspicuous notice indicating the position of each such stop valve and the manner of operating such valve in case of emergency;

(*b*) The Company shall supply to the commission and keep them supplied with a key to each valve box in which any of the said stop valves shall be housed;

(*c*) If any of the said stop valves are situated otherwise than on land of the commission the Company shall procure and at all times ensure the grant to the commission by the owners and occupiers of the lands in or through which the line or lines of pipes are constructed of all

PART IV —*cont.*

such rights of way and other facilities as may be necessary to enable the servants and agents of the commission to obtain immediate access to such stop valves in case of emergency:

(21) The powers of section 17 (Temporary stoppage of streets) of this Act shall not be exercised without the consent of the commission—

(*a*) in respect of any street belonging to or repairable by the commission and forming the approach to any station dock or wharf of the commission; or

(*b*) in such a manner as to obstruct or interfere with the access to or exit from any station dock wharf or depot of the commission:

Provided that such consent shall not be unreasonably withheld and any question whether it is unreasonably withheld shall be determined by the Minister:

(22) Any difference arising between the Company and the commission or the engineer under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration.

For protection of county councils.

55. The following provisions for the protection of the county councils of the administrative counties of Gloucester Hampshire Middlesex Surrey and Wilts (each of whom is in this section referred to as " the county council ") shall except where otherwise agreed in writing between the Company and the county council apply and have effect:—

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

" common " includes any land subject to be enclosed under the Inclosure Acts 1845 to 1882 and any town or village green;

" construct " includes extend replace or alter and " construction " shall be construed accordingly;

" open space " means any land laid out as a public garden or used for the purposes of public recreation;

" plans " includes sections and particulars;

" the protected lands " means the lands described in Part I of the Schedule to this Act:

(2) Before commencing the construction of so much of the pipeline as will be situate in or under any of the protected lands or any common or open space the Company shall submit to the county council for their reasonable approval plans relating thereto and so much of the

PART IV —*cont.*

pipeline as aforesaid shall not be constructed otherwise than in accordance with such plans as may be approved by the county council as aforesaid with or without conditions or if such approval be refused as may be settled by arbitration:

Provided that if within two months after the submission to them of plans under this paragraph the county council do not signify to the Company their disapproval thereof and the reasons for their disapproval they shall be deemed to have approved thereof:

(3) The Company shall not under the powers of this Act acquire compulsorily any lands belonging to the county council or any common or open space but they may in accordance with the provisions of section 14 (Power to acquire easements only) of this Act acquire such easements and rights in relation to the lands of the county council and any common or open space as they may require:

(4) Notwithstanding anything in this Act 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 apply or extend so as to authorise the occupation by the Company of any lands of the county council or of any common or open space:

(5) The Company shall at their own cost reinstate or renew to the reasonable satisfaction of the county council any streets drains hedges or other property of the county council (including lamps lamp-posts bollards fences posts barriers and other materials and apparatus belonging to or repairable or maintainable by the county council) which may be affected by the construction of the pipeline:

Provided that—

(*a*) all final reinstatement work in streets shall be carried out by the county council at the cost of the Company;

(*b*) any cost incurred by the Company in complying with their obligations under this paragraph shall be treated as being in or towards satisfying the obligations of the Company under this Act to pay compensation in respect of the matter:

(6) The Company shall in constructing so much of the pipeline as is in or under any county road or the site of a county road leave such a depth not being less than

PART IV —*cont.*

four feet between the surface of such road and the top of any part of the pipeline as may be agreed between the Company and the county council or as in default of agreement may be settled by arbitration:

(7) Where any part of the pipeline is laid under any street the Company shall indemnify the highway authority against all claims (including costs and expenses in connection therewith) for damages that may be made against the highway authority by reason of any alteration or irregularity in the surface of the street caused by the laying or the failure of any such part:

Provided that—

(*a*) this paragraph shall not impose any liability on the Company to indemnify the highway authority in respect of any damage being damage which would not have been sustained but for the act neglect or default of the highway authority or their agents;

(*b*) the highway authority shall give reasonable notice to the Company of any such claim for damages as is referred to in this paragraph and no settlement or compromise thereof shall be made without the consent in writing of the Company:

(8) If at any time after the construction of the pipeline it is reasonably necessary by reason or in consequence of the widening reconstruction or improvement of any street to alter the position (vertically or laterally) of any part of the pipeline the Company shall (on receiving notice in writing from the highway authority so to do) at their own expense with all reasonable speed alter the position of such part of the pipeline in such manner as may be agreed between the Company and the highway authority or as failing such agreement shall be determined by arbitration:

(9) In its application to the execution of the work of constructing the said pipeline in across or along any street subsection (2) of section 4 of the Act of 1950 shall have effect as if for the words " twenty-nine days " in paragraph (*a*) of that subsection there were substituted the words " two months ":

(10) (*a*) Not less than twenty-eight days before executing any works affecting any drains belonging to or repairable by the county council the Company shall submit to the county council sufficient plans of the proposed works for their reasonable approval:

PART IV —*cont.*

Provided that if within twenty-eight days after the submission to them of plans under this paragraph the county council do not signify to the Company their disapproval thereof and the reasons for their disapproval they shall be deemed to have approved thereof;

(*b*) The Company shall execute such works in accordance with such plans as may be submitted to and approved or deemed to have been approved by the county council or if such approval be refused as may be settled by arbitration and all such works shall be executed to the satisfaction of the county council and the Company shall at all times afford to the representative of the county council access for the purpose of inspecting such works;

(*c*) The Company shall give reasonable notice to the county council of the time at which such works are intended to be executed and shall comply with such reasonable conditions as the county council may require for obviating or reducing interference with the traffic using the street in which the proposed works are to be executed:

(11) (*a*) The Company shall—

(i) at least two months before commencing the initial construction of the pipeline submit to the chief fire officer of the county council plans showing the proposed route of the pipeline;

(ii) give to the said chief fire officer reasonable notice and details of all proposals for maintaining extending replacing or altering the works; and

(iii) consult with the said chief fire officer as to the carrying out of any special requirements for limiting the risk of fire occurring and as to the action to be taken for dealing with any outbreak of fire or the leakage of inflammable liquids or gases;

(*b*) The Company shall comply with and conform to all such reasonable directions of the county council relating to fire prevention and fire fighting during the construction of the works and at all times thereafter:

(12) It shall not be lawful for the Company in exercise of the powers of this Act to make any trial borings so as to interfere with any street or footpath or any sewer or drain of the county council:

(13) The approval by the county council of any plans shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise:

PART IV —*cont.*

(14) Any difference arising between the Company and the county council under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration:

(15) In so far as any of the provisions of this section may conflict or be inconsistent with the provisions of the Act of 1950 the provisions of this section shall apply in lieu of the provisions of the Act of 1950.

Saving for trunk roads.

56. The provisions of paragraphs (1) (2) (4) to (9) and (12) to (15) of section 55 (For protection of county councils) of this Act shall also apply to trunk roads subject to the following modifications:—

(*a*) the references to the county council shall be construed as references to the Minister of Transport;

(*b*) the references to a county road shall be construed as references to a trunk road;

(*c*) the references to commons and open spaces shall be omitted;

(*d*) the references to the protected lands shall be construed as references to the properties numbered on the deposited plans 1 2 3 18 19 20 21 and 22 in the parish of Botley and 28 29 and 30 in the parish of Bursledon in the county of Hampshire.

For protection of certain district councils.

57. The provisions of paragraphs (1) to (10) and (12) to (15) of section 55 (For protection of county councils) of this Act shall also apply for the protection of the following urban and rural district councils:—

In the administrative county of Hampshire—

the urban district councils of Alton and Farnborough; and

In the administrative county of Surrey—

the urban district councils of Chertsey and Frimley and Camberley and the rural district council of Bagshot; and

In the administrative county of Wilts—

the rural district councils of Amesbury Bradford and Melksham Calne and Chippenham Devizes Salisbury and Wilton and Warminster and Westbury;

whose respective districts are traversed by the pipeline subject to the following modifications in the said section 55:—

(*a*) references to the county council shall in so far as any property rights powers or duties of any of the said

PART IV —*cont.*

urban or rural district councils are or may be affected be construed as references to the council of the district concerned;

(*b*) references to a county road shall be construed as references to a road vested in and repairable by the council of the district concerned;

(*c*) references to commons and open spaces shall be omitted;

(*d*) references to the protected lands shall be construed as references to the lands described in Part II of the Schedule to this Act;

(*e*) the property referred to in paragraph (5) shall be deemed to include sewage plant owned by the council of the district concerned; and

(*f*) references in paragraph (7) to the highway authority shall be construed as extended to include street managers as defined in section 2 of the Act of 1950.

For protection of Staines Urban District Council.

58. The following provisions for the protection of the urban district council of Staines (in this section referred to as " the council ") shall unless otherwise agreed in writing between the Company and the council apply and have effect:—

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

" construct " includes extend replace or alter and " construction " shall be construed accordingly;

" plans " includes sections and particulars;

" the protected lands " means the lands numbered on the deposited plans 2 and 36 in the parish of Laleham and 1 2 3 4 5 6 7 9 10 11 12 16 and 21 in the parish of Ashford in the urban district of Staines in the county of Middlesex;

" the signed plan " means the plan signed in duplicate by Frank Entwistle on behalf of the council and by William Henry Driscoll on behalf of the Company one copy of which has been deposited with the clerk of the council and the other with the Company;

" the tank lands " means the lands numbered on the deposited plans 9 10 and 11 in the parish of Stanwell in the said urban district:

(2) (*a*) The Company shall not under the powers of this Act acquire compulsorily any lands belonging to the council (other than the tank lands and any other lands

PART IV —*cont.*

which they may reasonably require for the purpose of providing valve pits) but they may in accordance with the provisions of section 14 (Power to acquire easements only) of this Act acquire such easements and rights in relation to the lands of the council as they may require;

(*b*) Notwithstanding anything in this Act the powers of the Company for the compulsory purchase of the tank lands shall not be exercised after the expiration of eighteen months from the date of the passing of this Act:

(3) Before commencing the construction of so much of the pipeline as will be situate in or under any of the protected lands the Company shall submit to the council for their reasonable approval plans relating thereto and so much of the pipeline as aforesaid shall not be constructed otherwise than in accordance with such plans as may be approved by the council as aforesaid or if such approval be refused as may be settled by arbitration:

Provided that if within twenty-eight days after the submission to them of plans under this paragraph the council do not signify to the Company their disapproval thereof and the reasons for their disapproval they shall be deemed to have approved thereof:

(4) The Company shall at their own cost reinstate or renew to the reasonable satisfaction of the council any streets drains hedges or other property of the council (including lamps lamp-posts bollards fences posts barriers and other materials and apparatus belonging to or repairable or maintained by the council) which may be affected by the construction of the pipeline:

Provided that—

(*a*) all final reinstatement work in streets shall be carried out by the council at the cost of the Company;

(*b*) any cost incurred by the Company in complying with their obligations under this paragraph shall be treated as being in or towards satisfying the obligations of the Company under this Act to pay compensation in respect of the matter:

(5) Notwithstanding anything in this Act 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 apply or extend so as to authorise the occupation by the Company of any lands of the council:

PART IV —*cont.*

(6) (*a*) Not less than twenty-eight days before executing any works affecting any drains belonging to or repairable by the council the Company shall submit to the council sufficient plans of the proposed works for their reasonable approval:

Provided that if within twenty-eight days after the submission to them of plans under this paragraph the council do not signify to the Company their disapproval thereof and the reasons for their disapproval they shall be deemed to have approved thereof;

(*b*) The Company shall execute such works in accordance with such plans as may be submitted to and approved or deemed to have been approved by the council or if such approval be refused as may be settled by arbitration and all such works shall be executed to the satisfaction of the council and the Company shall at all times afford to the representatives of the council access for the purpose of inspecting such works:

(7) The approval by the council of any plans shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise:

(8) If the Company construct the oil storage tanks (Work No. 2) authorised by this Act on the tank lands they shall construct and maintain an access road (hereafter in this section called " the access road ") between the tank lands and Short Lane in the line or situation shown on the signed plan:

(9) If—

(*a*) the Company construct the oil storage tanks (Work No. 2) authorised by this Act on the tank lands; and

(*b*) the council widen the portion of Short Lane situated between the trunk road (A.30) and the termination of the access road so as to provide a width between fences of fifty feet a carriageway of a width of thirty feet and a footway of a width of six feet;

the Company shall repay to the council one-half of the cost reasonably incurred by them in that widening (including the cost of acquiring the necessary land therefor):

(10) The cost of carrying out the works required for effecting the junction of the access road with Short Lane shall be borne by the Company:

PART IV —*cont.*

(11) (*a*) Not less than twenty-eight days before commencing to carry out the construction of the access road the Company shall submit to the council for their reasonable approval plans sections specifications and particulars of so much of the works proposed as relate to the junction of the access road with Short Lane;

(*b*) If the council do not within twenty-eight days after the submission to them of any such plans sections specifications and particulars intimate in writing to the Company any objection thereto or make any requirement with reference thereto they shall be deemed to have approved thereof;

(*c*) The Company shall not carry out the said works otherwise than in accordance with such plans sections specifications and particulars as may be so approved or if such approval be refused as may be settled by arbitration and the said works shall be carried out in consultation with the engineer and surveyor of the council (if after reasonable notice from the Company he shall choose to attend) and to his reasonable satisfaction:

(12) Except in case of emergency and except during any period when it is not reasonably practicable for tankers to use the access road owing to work of repair to or reconstruction of that road the Company shall not permit tankers to enter or leave the tank lands except by means of the access road:

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

For protection of Courage and Barclay Limited and Crowley and Company Limited.

59. The following provisions for the protection of Courage and Barclay Limited and Crowley and Company Limited (each of whom is in this section referred to as " the protected company ") shall unless otherwise agreed in writing between the Company and the protected company apply and have effect:—

(1) In this section " the specified part of the pipeline " means that part of the pipeline commencing where it intersects the main London-Fareham Road (A.32) in the enclosure numbered 57 on the 1/2500 Ordnance map of Hampshire sheet No. XXXV.14 (edition of 1939) and terminating at its highest point on Neatham Down in the enclosure numbered 1006 on the 1/2500 Ordnance map of Hampshire sheet No. XXXV.8 (edition of 1939):

PART IV —*cont.*

(2) Before commencing to construct or (except in case of emergency) replace relay or alter temporarily or permanently the specified part of the pipeline the Company shall submit to the protected company a specification plan and section of the proposed works and where in the opinion of the protected company the use of the specified part of the pipeline will render necessary the execution of protective works whether temporary or permanent for the purpose of protecting against pollution the supply of water from boreholes or wells sunk or to be sunk by the protected company in the vicinity of Alton the protected company may within thirty days from the date on which the specification plan and section are submitted by notice require the Company to execute such protective works:

(3) The Company shall at their own expense carry out such protective works (if any) required under paragraph (2) of this section as may be agreed between the Company and the protected company or in default of agreement as may be determined by the Minister of Housing and Local Government or such arbitrator as the said Minister may appoint:

(4) Subject to the provisions of paragraph (3) of this section the specified part of the pipeline shall not be constructed or (except in case of emergency) replaced or altered otherwise than in accordance with a specification plan and section submitted to the protected company under paragraph (2) of this section:

(5) Without prejudice to the foregoing provisions of this section the Company shall—

(*a*) at their own expense and to the reasonable satisfaction of the protected company carry out regular tests and inspections to determine the condition of the specified part of the pipeline;

(*b*) permit duly authorised representatives of the protected company (on request) to witness such tests and inspections; and

(*c*) deliver records of such tests and inspections to the protected company as soon as reasonably practicable:

(6) (*a*) Before the Company or the protected company instal equipment for providing cathodic protection for or in connection with so much of the pipeline or any apparatus (as the case may be) as is to be situate in the vicinity of the other and thereafter from time to time as may be required by notice given by either party to the other

PART IV —*cont.*

of them they shall consult together as to the equipment and measures necessary for the protection of the pipeline and the said apparatus;

(*b*) The Company shall at their own expense provide such equipment and take such measures as may be necessary for such protection;

(*c*) In this paragraph "apparatus" means pipes or other apparatus belonging to the protected company and includes any works constructed for the lodging therein of apparatus:

(7) The carrying out of any protective works in accordance with the provisions of this section shall not exonerate the Company from any liability to the protected company or affect any claim for compensation or damages by the protected company.

Right to object to position of works in case of compulsory acquisition.

60.—(1) (*a*) Before serving notice to treat in respect of any land or easement or right in any land which the Company may acquire compulsorily under the powers of this Act the Company shall serve on the owner lessee and occupier of the land a notice accompanied by a plan indicating the position of any works proposed to be constructed by the Company on that land under the powers of this Act.

(*b*) A notice served under this subsection shall specify the time (not being less than twenty-one days from the service of the notice) within and the manner in which objections thereto can be made.

(2) Any person upon whom a notice has been served under subsection (1) of this section may within the period specified in the notice serve a counter-notice upon the Company objecting to the position of any works shown on the plan which accompanied the notice.

(3) If any objection duly made under subsection (2) of this section is not withdrawn the Minister of Power shall either cause a public local inquiry to be held or afford to any person by whom any objection has been made as aforesaid and not withdrawn an opportunity of appearing before and being heard by a person appointed by the said Minister for the purpose and after considering the objection and the report of the person who held the inquiry or the person appointed as aforesaid shall determine either to confirm the position of the said works or to require the said works to be constructed in some other position within the limits of deviation for those works:

Provided that where the said Minister proposes to require the construction of any works on any lands of which any person

PART IV —*cont.*

other than the person who has received a notice under subsection (1) of this section is the owner lessee or occupier he shall require the Company to serve additional notices on the owners lessees and occupiers of those lands and afford to those owners lessees and occupiers the same rights of objecting and of appearing and being heard as are conferred upon the persons upon whom notices were served under subsection (1) of this section.

(4) If a counter-notice is served upon the Company under subsection (2) of this section the Company shall not construct the works to which that counter-notice relates in any position other than that determined by the Minister of Power under the last foregoing subsection.

(5) Nothing in the last foregoing subsection shall be construed so as to prohibit the construction of works by agreement with the owner lessee and occupier of the land affected.

(6) In this section the expression " occupier " does not include a tenant for a month or any period less than a month.

PART V

GENERAL

Arbitration.

61. Where under this Act any question or dispute is to be referred to or determined by an arbitrator or arbitration then unless other provision is made the reference shall be to a single arbitrator to be agreed upon between the parties or failing agreement appointed by the President of the Institution of Civil Engineers on the application of any party to the dispute (after notice in writing to the others of them).

Saving for town and country planning.

62.—(1) This Act shall be deemed to be an enactment passed before and in force at the passing of the Act of 1947 for the purposes of subsection (4) of section 13 and subsection (1) of section 118 of that Act.

(2) For the purpose of Class XII of the First Schedule to the Town and Country Planning General Development Order 1950 any works authorised by this Act and constructed above the level of the ground shall be deemed to be buildings.

Crown rights.

63.—Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular and without prejudice to the generality of the foregoing nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging

PART V —*cont.*

to Her Majesty in right of Her Crown and under the management of the Crown Estate Commissioners or belonging to or in the occupation of the Crown or any government department or in respect of which the Crown or any government department has any right or interest without the consent in writing of the said Commissioners on behalf of Her Majesty or as the case may be the consent in writing of the appropriate government department first had and obtained for that purpose.

Costs of Act.

64. The costs charges and expenses preliminary to and of and incidental to the applying for and the preparing obtaining and passing of this Act shall be paid by the Company.

SCHEDULE

THE PROTECTED PROPERTIES

PART I

Section 55.

County	Parish	No. on deposited plans
Gloucester ...	Almondsbury	35 37.
	Marshfield	47.
	Pucklechurch	7 to 11.
	Westerleigh	59.
	Winterbourne	3 4 5 18 to 25 29 33 34 36 to 39 58 to 60.
Middlesex ...	Ashford	1 to 5 8 9 10 14 20 22 23 26.
	Laleham	2 to 5 11 17 35 36.
	Stanwell	3 4 7 18.
Surrey	Chertsey	67 69 to 72.
Wilts	Box	13 19 to 22.
	Erlestoke	17 19 to 30.
	Keevil	2 to 8 11 16 27 29 31 to 37.
	Landford	11 13 31 to 34.
	Laverstock	1 to 6 31 32 34 to 36.
	Melksham Without ...	7 to 9 11 to 16.
	Semington	1 2 4 to 10 16 17 19 20.

PART II

Section 57.

County	District or Parish	No. on deposited or substituted plans
Hampshire ...	Farnborough Urban District	43 to 49 on the deposited plans.
Surrey	Frimley and Camberley Urban District	14 35 36 37 38 and 39 on the deposited plans and 9 10 and 11 on the substituted plans.
Wilts	Broughton Gifford Parish	24 on the deposited plans.

Table of Statutes referred to in this Act

Short title	Session and chapter
Lands Clauses Consolidation Act 1845 ..	8 & 9 Vict. c. 18.
Railways Clauses Consolidation Act 1845 ..	8 & 9 Vict. c. 20.
Telegraph Act 1869	32 & 33 Vict. c. 73.
Telegraph Act 1878	41 & 42 Vict. c. 76.
Electric Lighting Act 1882	45 & 46 Vict. c. 56.
Southampton Harbour Act 1887	50 & 51 Vict. c. lii.
Acquisition of Land (Assessment of Compensation) Act 1919	9 & 10 Geo. 5 c. 57.
Land Drainage Act 1930	20 & 21 Geo. 5 c. 44.
Public Health Act 1936	26 Geo. 5 & 1 Edw. 8 c. 49.
Water Act 1945	8 & 9 Geo. 6 c. 42.
Town and Country Planning Act 1947 ..	10 & 11 Geo. 6 c. 51.
Local Government Act 1948	11 & 12 Geo. 6 c. 26.
River Boards Act 1948	11 & 12 Geo. 6 c. 32.
Companies Act 1948	11 & 12 Geo. 6 c. 38.
Gas Act 1948	11 & 12 Geo. 6 c. 67.
Lands Tribunal Act 1949	12 & 13 Geo. 6 c. 42.
Public Utilities Street Works Act 1950 ..	14 Geo. 6 c. 39.
Rivers (Prevention of Pollution) Act 1951 ..	14 & 15 Geo. 6 c. 64.
Highways Act 1959	7 & 8 Eliz. 2 c. 25.
Road Traffic Act 1960	8 & 9 Eliz. 2 c. 16.

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ARRANGEMENT OF SECTIONS

PART I

PRELIMINARY

Section

1. Short title.
2. Division of Act into Parts.
3. Incorporation of Acts.
4. Interpretation.

PART II

LANDS

5. Power to acquire lands.
6. Period for compulsory purchase of lands and easements.
7. Determination of compensation.
8. Correction of errors in deposited plans and book of reference.
9. Acquisition of part only of certain properties.
10. Power to expedite entry.
11. Power to enter for survey or valuation.
12. Disregard of recent improvements and interests.
13. Extinction of private rights of way.
14. Power to acquire easements only.
15. Grant of easements by persons under disability.

PART III

WORKS

16. Power to construct works.
17. Temporary stoppage of streets.
18. Notice to commissioner of police.
19. Power to deviate.
20. Period for completion of works.
21. Additional lines of pipes.
22. Restriction on number etc. of lines of pipes.

Section

23. Alteration and improvement of works.
24. Company to minimise damage and pay compensation in certain circumstances.
25. Application to pipeline of section 18 (2) (*b*) of Act of 1950.
26. Use of sewers etc. for removing water.
27. Power to make trial borings.
28. Agreements as to construction and user of pipeline.

PART IV

PROTECTIVE PROVISIONS

29. Mutual protection for undertakers' apparatus.
30. Application of sections 15 and 16 of Highways Act 1959.
31. Restriction on breaking up of streets.
32. Company to compensate and indemnify owners etc.
33. Maintenance of works.
34. Saving for indictments etc.
35. As to markers showing position of pipelines.
36. Map of pipeline to be prepared and kept up to date.
37. Works below high-water mark to be subject to approval of Minister of Transport.
38. Provision against danger to navigation.
39. Abatement of work abandoned or decayed.
40. Survey of works by Minister of Transport and harbour board.
41. Permanent lights on works.
42. Lights on works during construction.
43. Provisions applicable to sections 39 40 and 42.
44. Saving for Trinity House.
45. For protection of Postmaster-General.
46. For protection of gas boards.
47. As to Gas Act 1948.
48. For protection of Central Electricity Generating Board and electricity boards.
49. For protection of water undertakers.
50. For protection of Metropolitan Water Board.
51. For further protection of Metropolitan Water Board.
52. For protection of Conservators of the River Thames.
53. For protection of Southampton Harbour Board.
54. For protection of British Transport Commission.
55. For protection of county councils.
56. Saving for trunk roads.
57. For protection of certain district councils.
58. For protection of Staines Urban District Council.
59. For protection of Courage and Barclay Limited and Crowley and Company Limited.
60. Right to object to position of works in case of compulsory acquisition.

PART V
GENERAL

Section

61. Arbitration.
62. Saving for town and country planning.
63. Crown rights.
64. Costs of Act.

SCHEDULE—

The protected properties—
Part I.
Part II.