CHAPTER cxcii.

An Act to authorise the Lee Conservancy Board and the mayor aldermen and burgesses of the county borough of West Ham to execute works for the improvement of the river Lee and other rivers in and adjoining that borough to provide for the making of contributions thereto by other authorities to confer further powers with reference to the said river and its tributaries and for other purposes. [1st August 1930.]

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WHEREAS the river Lee and certain other rivers connected therewith including (inter alia) the rivers respectively known as the Waterworks River the Three Mills Wall River the Three Mills Back River the City Mill River the Pudding Mill River and the Bow Back River are under the jurisdiction of the Lee Conservancy Board (hereinafter referred to as "the Board") as the conservancy and navigation authority and are navigable by barges tugs and other vessels:

And whereas parts of the said river Lee and Waterworks River are situate in the county borough of West Ham (hereinafter referred to as "the borough") and other parts thereof are situate in the metropolitan borough of Poplar in the county of London and the said other rivers are situate wholly in the borough and the said rivers so far as they are wholly or partly in the borough are subject to tidal action:

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And whereas the said rivers form the principal drainage outlet for the surface water coming from an extensive area in the counties of London Essex Hertford and Middlesex :

And whereas certain of the said rivers are narrow and tortuous and flooding is consequently caused not only in the borough but also in the upper reaches of the river Lee :

And whereas it is expedient that for the purpose of preventing or minimising the risk of flooding and of rendering navigable at all states of the tide certain parts of the said rivers and of improving the navigation of the said rivers the Board and the mayor aldermen and burgesses of the borough (hereinafter referred to as "the Corporation") should be empowered to execute the works by this Act authorised :

And whereas it is expedient that the councils of the counties of Essex Hertford London and Middlesex and the Metropolitan Water Board should be empowered to contribute towards the cost of the said works and that such powers as are contained in this Act should be conferred upon the said authorities and bodies :

And whereas it is expedient that further provision should be made for the improvement of the river Lee and its tributaries and for the prevention of obstructions and that the other provisions in this Act contained should be made :

And whereas the objects aforesaid cannot be attained without the authority of Parliament :

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

	£
For the execution of the works by this Act authorised - - - -	583,811
For the acquisition of lands and easements therefor - - - -	101,154

And whereas the several works included in such estimates respectively are permanent works and it is expedient that the cost thereof should be spread over a term of years :

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And whereas in relation to the promotion of the Bill for this Act the Corporation have observed the requirements of the Borough Funds Acts 1872 and 1903:

And whereas plans and sections showing the lines and levels of the works authorised by this Act such plans also showing the lands which may be acquired or used compulsorily under the powers of this Act and a book of reference to such plans containing the names of the owners and lessees or the reputed owners and lessees and of the occupiers of those lands have been deposited with the clerks of the peace for the counties of London and Essex respectively and are in this Act referred to as the deposited plans sections and book of reference:

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

Short title.

1. This Act may be cited as the River Lee (Flood Relief &c.) Act 1930.

Incorporation of Acts.

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

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

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

(*b*) The bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the corporate seals or seal of the Undertakers or one of them and shall be sufficient without the addition of the sureties mentioned in that section:

(2) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the

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construction thereof and with respect to works for the accommodation of lands adjoining the railway :

Provided that for the purposes of this Act in the said incorporated provisions of the Railways Clauses Consolidation Act 1845 the expression " the company " means the Undertakers and the expressions " the railway " " the centre of the railway " and " the boundaries of the railways " mean respectively the several works by this Act authorised and the centre line and the boundaries of those works respectively :

(3) The provisions of the Commissioners Clauses Act 1847 with respect to mortgages to be executed by the commissioners except section 84 of that Act :

Provided that for the purposes of this Act in the said incorporated provisions of the Commissioners Clauses Act 1847 the expression " the commissioners " means the Board.

Interpretation.

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

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

" The Board " means the Lee Conservancy Board;

" The borough " means the county borough of West Ham;

" Poplar " means the metropolitan borough of Poplar in the county of London;

" The Corporation " means the mayor aldermen and burgesses of the borough;

" The general rate fund " and " the general rate " mean respectively the general rate fund and the general rate of the borough;

" Revenues of the Corporation " includes the revenues of the Corporation from time to time arising from any land undertakings or other property for the time being of the Corporation and the rates or contributions leviable by or on the order or precept of the Corporation;

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

"The Lands Clauses Acts" means the Lands Clauses Acts as modified by the Acquisition of Land (Assessment of Compensation) Act 1919.

(3) Subject to the provisions of the section of this Act of which the marginal note is "Agreements between Corporation and Board" and of any agreement entered into thereunder the expression "the Undertakers" in this Act means the Board and the Corporation.

Power to Undertakers to execute works.

4. Subject to the provisions of this Act the Undertakers may in the lines or situations and within the limits of deviation shown on the deposited plans and according to the levels shown on the deposited sections execute the works hereinafter described together with all necessary works and conveniences connected therewith (namely):—

Work No. 1 A widening in Poplar of the river Lee on its western side commencing at the southern side of Carpenters Road Bridge and terminating at a point on the right bank of the said river Lee 5·1 chains or thereabouts southward of the said bridge;

Work No. 2 A widening of the Waterworks River on its south-western side and parts of its north-eastern side commencing in Poplar at the junction of the Waterworks River with the river Lee and terminating in the borough at the south-eastern side of the bridge carrying the London and North Eastern Railway over the said river;

Work No. 3 A diversion in the borough of the Waterworks River the City Mill Tail Waters and the Three Mills Wall River commencing by a junction with the Waterworks River at the termination of Work No. 2 by this Act authorised and terminating by a junction with the Three Mills Wall River at a point 5·3 chains or thereabouts south-westward of the junction of Abbey Lane with High Street Stratford;

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Work No. 4 A widening in the borough of the Three Mills Wall River on its eastern side and parts of its western side commencing at the termination of Work No. 3 by this Act authorised and terminating at the northern side of the House Mill of the Three Mills Distillery;

Work No. 5A A culvert conduit or flume in the borough commencing at a point in the northern side of the said House Mill four yards or thereabouts eastward of the north-westernmost corner of that mill and terminating by a junction with Bow Creek at a point beneath the southern side of the bridge carrying Three Mills Lane over that creek;

Work No. 5B A culvert conduit or flume in the borough commencing at a point in the northern side of the said House Mill 25 yards or thereabouts eastward of the north-westernmost corner of that mill and terminating by a junction with Bow Creek at a point beneath the southern side of the said bridge carrying Three Mills Lane over that creek;

Work No. 6 A widening in the borough of the river Lee on its south-eastern side commencing at a point in the left bank of that river 13·5 chains or thereabouts south-westward of Carpenters Road Bridge and terminating at a point in the said bank opposite the junction of the City Mill River with the said river Lee;

Work No. 7 A lock with sluices and spillway and in connection therewith a narrowing of the river Lee partly in Poplar and partly in the borough between a point 8·5 chains southward of Carpenters Road Bridge and a point 5·1 chains or thereabouts southward of that bridge;

Work No. 8 A widening in the borough of the City Mill River on its eastern side and part of its western side and a partial diversion of that river between the junction of that river with the river Lee and the north-western side of the bridge carrying the London and North Eastern Railway over the said City Mill River;

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Work No. 9 A widening in the borough of the City Mill River on its north-eastern side commencing at the south-eastern side of the bridge carrying the London and North Eastern Railway over that river and terminating at the north-western side of the bridge carrying the London County Council northern outfall sewer over the said river;

Work No. 10 A road in the borough commencing at a point 1·8 chains or thereabouts south-eastward of the bridge carrying the London and North Eastern Railway over the City Mill River passing under the said northern outfall sewer and terminating by a junction with High Street Stratford at a point 2·6 chains or thereabouts measured in a north-easterly direction from the junction of Sugar House Lane with that street with bridges carrying the said road over Works Nos. 13 and 14 by this Act authorised;

Work No. 11 A widening in the borough of the City Mill River on its north-eastern side commencing at the south-western side of the bridge carrying the said northern outfall sewer over that river and terminating at a point 13·5 chains or thereabouts south-eastward of the bridge carrying the London and North Eastern Railway over the said river;

Work No. 12 A diversion in the borough of the City Mill River the Pudding Mill River and the City Mill Tail Waters commencing by a junction with the City Mill River at the termination of Work No. 11 by this Act authorised and terminating by a junction with the Bow Back River at a point 7·7 chains or thereabouts north-eastward of Cooks Road Bridge with a bridge carrying Marshgate Lane over the said diversion;

Work No. 13 A lock and lock channel in the borough commencing at a point on the eastern side of the diversion (Work No. 12) by this Act authorised 12 chains or thereabouts south-eastward of the bridge carrying the said northern outfall sewer over the City Mill River and terminating at a point on the western side of

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the diversion (Work No. 3) by this Act authorised 11·4 chains or thereabouts south-eastward of the said bridge;

Work No. 14 A flood channel with a weir and sluices in the borough commencing on the eastern side of the City Mill River as widened under the powers of this Act at a point 9·5 chains or thereabouts south-eastward of the bridge carrying the said northern outfall sewer over City Mill River and terminating on the western side of the diversion (Work No. 3) by this Act authorised at a point 11·0 chains or thereabouts south-eastward of the said bridge;

Work No. 15 A road in the borough commencing at a point on the south-eastern side of the diversion (Work No. 3) by this Act authorised adjoining the north-eastern side of the embankment of the said northern outfall sewer and terminating by a junction with High Street Stratford at a point 6·8 chains or thereabouts south-westward of the junction of Warton Road with High Street Stratford;

Work No. 16 A road in the borough commencing by a junction with Bisson Road at a point 4·1 chains or thereabouts south-eastward of the junction of Abbey Lane with High Street Stratford and terminating at a point on the eastern side of the diversion (Work No. 3) by this Act authorised 4·5 chains or thereabouts south-westward of the said junction;

Work No. 17 A lock and approach channels in the borough between a point on the eastern side of the Lee Navigation 10·1 chains or thereabouts southward of the Clock Mill of the Three Mills Distillery and a point in the western side of Bow Creek under the southern side of the bridge carrying the road from Poplar to the works of the Gas Light and Coke Company over Bow Creek;

Work No. 18 A flood channel with weir and sluices commencing on the eastern side of the Three Mills Wall River as widened under the powers of this Act at a point 4·0 chains or thereabouts

northward of the Monument north of Three Mills and terminating by a junction with the Channelsea River at a point 8·1 chains or thereabouts eastward of the junction of the Channelsea River with Bow Creek.

Power to deviate in construction of works.

5. The Undertakers in constructing the works authorised by this Act may deviate laterally from the lines or situations of those works as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding six feet either upwards or downwards.

Subsidiary powers.

6.—(1) Subject to the provisions of this Act and within the limits of deviation shown on the deposited plans the Undertakers in connection with the works authorised by this Act and for the purposes thereof may—

(*a*) make diversions and alterations of existing streets bridges and footpaths shown on the deposited plans and make junctions and communications between any of the works by this Act authorised and any existing streets bridges and footpaths;

(*b*) make and maintain all necessary and convenient walls embankments piling fences culverts drains weirs sluices wharves roads bridges towing-paths and footpaths and all such machinery works and appliances as may be required;

(*c*) raise widen lengthen alter and reconstruct the bridges over any river widened or altered under the powers of this Act and the approaches to such bridges and strengthen underpin and deepen the piers arches and other supports and the foundations thereof without acquiring the said bridges or any interest therein;

(*d*) suspend for such period or periods as may be necessary for the execution of any of the works by this Act authorised the navigation on the rivers referred to in this Act or any of them;

(*e*) stop up and discontinue such portions of the said rivers as will be rendered unnecessary by reason of the diversion thereof under the powers of this Act and fill in the channels of the said portions of rivers;

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(*f*) execute any works for the protection of any adjoining lands or buildings;

(*g*) remove alter divert or stop up any drain sewer channel or watercourse the Undertakers providing a proper substitute before interrupting the flow of sewage in any drain or sewer or water in any channel or watercourse; and

(*h*) alter mains pipes wires and other works and apparatus for conveying or transmitting water gas or electricity.

(2) In the exercise of the powers conferred by this section the Undertakers shall cause as little detriment and inconvenience to any person as circumstances admit and shall make reasonable compensation for any damage caused to any person by the exercise of such powers.

(3) Within the limits of deviation shown on the deposited plans the Undertakers may raise sink or otherwise alter the position of any of the steps areas cellars windows pipes or spouts belonging to any house or building and may remove all other obstructions so that the same be done with as little delay or inconvenience to the inhabitants as the circumstances of the case will admit.

(4) The Undertakers shall not raise sink or otherwise alter the position of any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except under and subject to the provisions of the said Act.

Power to vary width of widenings.

7. Notwithstanding anything contained in this Act or shown upon the deposited plans or sections the Undertakers may within the limits of deviation shown on the deposited plans make the widenings of rivers by this Act authorised of such greater or less width than those shown on the deposited plans or sections with reference to those widenings as they may think fit.

Dredging of rivers.

8. In connection with the works authorised by this Act the Board may within the limits of deviation shown on the deposited plans to such extent as may be reasonably necessary or expedient for the purposes of navigation execute such works of dredging deepening or altering the bed and channel of the river Lee the City Mills River the Bow Back River and the Waterworks River as they

may deem expedient and may also dredge deepen and alter at a cost not exceeding in the whole twenty thousand pounds the bed and channel of so much of the said river Lee as is situate between Carpenters Road and Lea Bridge Road to such extent as may be agreed between the Board and the Corporation.

Agreements as to execution of works at Three Mills.

9.—(1) The Undertakers and the owner or occupier for the time being of the mill known as Three Mills in the borough may enter into and carry into effect agreements or arrangements for all or any of the following purposes :—

(*a*) The alteration or reconstruction by such owner or occupier of the flumes or waterways in under or through the said mill;

(*b*) The construction by such owner or occupier of additional flumes or waterways in under or through the said mill; and

(*c*) The payment by the Undertakers to such owner or occupier of the whole or part of the costs charges and expenses incurred by such owner or occupier in the execution of any works referred to in such agreement.

(2) Any sums paid by the Undertakers to such owner or occupier pursuant to subsection (1) of this section shall be deemed to be sums paid by the Undertakers in defraying the costs charges and expenses incurred in carrying into execution the purposes of this Act.

Power to construct culverts under railway bridge.

10. In connection with the widening of the Waterworks River (Work No. 2) by this Act authorised under the bridge carrying the London and North Eastern Railway over that river the Undertakers may construct culverts under the said bridge and may for that purpose so far as may be necessary alter or interfere with the abutments of the said bridge.

Power to lengthen &c. bridges over Waterworks River.

11.—(1) In connection with the widening of the Waterworks River (Work No. 2) by this Act authorised the Undertakers may lengthen alter or reconstruct the bridges over the said river situate—

(*a*) at a point 4·2 chains or thereabouts southeastward of the junction of the said Waterworks River with the river Lee; and

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(*b*) at a point 2·7 chains or thereabouts north-westward of the bridge carrying the London and North Eastern Railway over the said Waterworks River.

(2) The said bridges as lengthened altered or reconstructed shall respectively be vested in and maintainable by the same persons as the existing bridges and the like rights shall be exerciseable by all persons with reference thereto as are exerciseable with reference to the existing bridges.

Power to construct culverts under northern outfall sewer.

12. In connection with the construction of the diversion (Work No. 3) by this Act authorised under the London County Council northern outfall sewer the Undertakers may (if they think fit) construct culverts under that sewer and may for that purpose so far as may be necessary alter or interfere with the said sewer and the embankment thereof.

Power to construct bridge over Work No. 3.

13. In connection with the construction of the diversion (Work No. 3) by this Act authorised under High Street Stratford the Undertakers may demolish the existing bridge or bridges and construct a new bridge over the said diversion.

Power to dredge &c. Bow Creek.

14. The Undertakers may subject to the provisions of this Act dredge and deepen the bed of Bow Creek at and near the termination of the Works 5A and 5B by this Act authorised or either of those works and may pitch or otherwise alter or interfere with the bed and channel of the said creek.

Power to construct platform under railway bridge.

15.—(1) The Undertakers may construct on the left bank of the City Mill River under the bridge carrying the railway of the London and North Eastern Railway Company over that river so as to connect the towing-path of the said river at each side of the said bridge a platform or track for the use of horses towing barges or other vessels in the said river and of persons in charge of such horses or otherwise lawfully passing along the said towing-path.

(2) The Undertakers may make such attachments to and alter or interfere to such extent with the said bridge and the walls and abutments thereof as may be necessary or convenient for the purposes of this section and as may be agreed between them and the said London and

North Eastern Railway Company or as failing such agreement shall be settled by arbitration. A.D. 1930.

Power to stop up and fill in parts of certain rivers.

16.—(1) The Undertakers may stop up and discontinue (in addition to the portions of rivers rendered unnecessary by the diversion of such rivers under the powers of this Act) the portions of rivers described in the First Schedule to this Act and fill in the channels of such portions.

(2) Upon the stopping up of any portion of any river under the powers of this Act such portion and the bed and banks of the river comprised therein shall vest in the Corporation freed from all rights of way and other rights affecting the same.

Power to stop up streets temporarily.

17.—(1) Subject to the provisions of this Act the Undertakers may for the purposes of and during the execution of the works by this Act authorised stop up interfere with alter or divert temporarily all or any part of the carriageway or footway of any street or part of a street shown within the limits of deviation marked on the deposited plans.

(2) The Undertakers shall provide reasonable access for all persons bona fide going to or returning from any premises in any street of which the carriageway or footway is stopped up interfered with altered or diverted under the powers of this section and for foot passengers and vehicular traffic bona fide going to or from any railway station or depot of any railway company.

(3) Where the Undertakers under the powers of this section stop up temporarily any street or part of a street in which any apparatus of any authority company or body supplying gas water or electricity under statutory powers is situate they shall provide reasonable access for the officers and servants of such authority company or body for the purpose of enabling them to inspect repair and renew any of such apparatus.

As to use of new roads.

18. As from the date or respective dates of the completion and opening of the roads (Works Nos. 10 15 and 16) by this Act authorised the said roads may be used by all persons lawfully using the towing-paths of the City Mill River and the Waterworks River and the path adjoining the Three Mills Wall River (as diverted or widened under the powers of this Act) but nothing in this Act shall constitute the said roads public highways.

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Rivers as widened &c. to be under jurisdiction of Board.

19. Upon the completion of any of the widenings diversions or alterations of rivers by this Act authorised the said rivers as so widened diverted or altered shall be under the jurisdiction and control of the Board and the Board shall with reference thereto be entitled to exercise the like powers rights and privileges and be subject to the like duties and obligations as they are entitled to exercise and are subject to with reference to the said rivers as now existing.

Vesting of certain works in Board.

20.—(1) All works executed and structures erected or constructed by the Undertakers under the powers of this Act (other than the works and structures mentioned in subsection (2) of this section) and the sites thereof shall as from the date or respective dates of the completion of the said works and structures vest in and be the property of the Board and such works and structures shall be maintained by and at the expense of the Board.

(2) The works and structures excepted from the provisions of subsection (1) of this section are the following (that is to say) :—

(*a*) the bridge carrying High Street Stratford over Work No. 3 by this Act authorised;

(*b*) Works Nos. 10 15 and 16 by this Act authorised;

(*c*) the bridges referred to in the section of this Act of which the marginal note is "Power to lengthen &c. bridges over Waterworks River"; and

(*d*) the bridge comprised in Work No. 12 by this Act authorised.

Vesting of certain works in Corporation.

21. The works and structures referred to in subsection (2) of the section of this Act of which the marginal note is "Vesting of certain works in Board" (other than the bridges referred to in the section of this Act of which the marginal note is "Power to lengthen &c. bridges over Waterworks River") shall vest in and be the property of the Corporation who shall be responsible for the maintenance thereof.

Agreements with owners of land and others for execution of works.

22. The Undertakers may enter into and carry into effect agreements or arrangements with the owners of or other persons interested in any land in or through which any of the works authorised by this Act are to be constructed or abutting on such works or the site thereof for

or with respect to the execution of works by such owners or persons and the payment of the cost of so doing.

Period for completion of works.

23. If the works authorised by this Act are not completed on or before the first day of October one thousand nine hundred and forty then as from that date the powers of the undertakers under this Act for the execution of such works shall cease except so far as the same are respectively then completed.

As to works of electrical undertakers.

24. Nothing in this Act shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electricity (Supply) Acts 1882 to 1928 to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section.

Power to take lands for works &c.

25.—(1) Subject to the provisions of this Act the Undertakers may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for the purposes of the works authorised by this Act or for providing space for the erection of houses and buildings adjoining or near to such works or for the purposes of recoupment reinstatement or exchange or for other purposes of this Act.

(2) The powers of the Undertakers for the purchase of lands by agreement shall be deemed to extend to and to authorise the purchase by the Undertakers by agreement of any other lands which they may think it desirable to purchase in order to provide substituted sites or facilities for any persons whose lands may be required for the purposes of or in connection with the works authorised by this Act.

Power to acquire additional lands for tow-paths and for re-housing.

26.—(1) Subject to the provisions of this Act the Undertakers may enter upon and take the lands in the borough respectively described in Parts I and II of the Second Schedule to this Act which are delineated on the deposited plans and described in the deposited book of reference.

(2) The lands described in Part I of the said Second Schedule shall be vested in the Board and may be held and used by them for the purposes of the construction of towing-paths and the erection of houses for lock keepers and other employees and for other purposes of their undertaking.

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(3) The lands described in Part II of the said Second Schedule shall be vested in the Corporation and may be held and used by them for the erection of houses for re-housing persons of the working-class displaced by the execution of the works authorised by this Act or by the exercise of the powers of this Act.

(4) The Corporation and the Board shall respectively make and execute all such conveyances of the said lands as may be necessary for the purposes of this section.

Power to use bed and banks of rivers.

27. The Undertakers may for the purposes of the works authorised by this Act enter upon and use so much of the bed banks and shores of the rivers referred to in this Act as is within the limits of deviation of any of the said works shown on the deposited plans and as may be required for those purposes and they may also for the purposes of executing and placing temporary works and conveniences in connection with such works occupy and use temporarily so much of such bed banks and shores within the said limits as may be required for those purposes or any of them.

Correction of errors in deposited plans and book of reference.

28. If there is any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Undertakers after giving ten days' notice to the owners lessees and occupiers of the land in question may apply to two justices acting for the borough or to a metropolitan police magistrate (as the case may be) for the correction thereof and if it appears to the justices or magistrate that the omission or mis-statement or wrong description arose from mistake they or he shall certify the same accordingly and they or he shall in their or his certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate or a copy thereof shall be deposited with the clerk of the peace for the county of Essex or for the county of London (as the case may be) and a duplicate thereof shall also be deposited with the town clerk of the borough or with the town clerk of Poplar (as the case may be) and such certificate or copy and duplicate respectively shall be kept by such clerk of the peace and town clerk respectively with the other documents to which the same relate and thereupon the deposited

plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Undertakers to take the lands and execute the works in accordance with such certificate.

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

29.—(1) Whereas in the execution of the works authorised by this Act or otherwise in the exercise by the Undertakers of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Undertakers and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

(*a*) The owner of and persons interested in any of the properties whereof the whole or part is described in the Third Schedule to this Act and whereof a portion only is required for the purposes of the Undertakers or each or any of them are hereinafter in this section included in the term " the owner " and the said properties are hereinafter referred to as " the scheduled properties " ;

(*b*) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Undertakers that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Undertakers such portion only without the Undertakers being obliged or compellable to purchase the whole the Undertakers paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise;

(*c*) If within such twenty-one days the owner shall by notice in writing to the Undertakers allege that such portion cannot be so severed the tribunal shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled properties specified in the notice to treat can be severed

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from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Undertakers have compulsory powers of purchase) can be so severed;

(*d*) If the tribunal determines that the portion of the scheduled properties specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Undertakers the portion which the tribunal shall have determined to be so severable without the Undertakers being obliged or compellable to purchase the whole the Undertakers paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal;

(*e*) If the tribunal determines that the portion of the scheduled properties specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner;

(*f*) If the tribunal determines that the portion of the scheduled properties specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not it shall determine that any other portion can be so severed) the Undertakers may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice;

(*g*) If the tribunal determines that the portion of the scheduled properties specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so

severed the Undertakers in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and its final determination think fit.

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

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

Power to enter upon property for survey and valuation.

30. The Undertakers and their respective surveyors officers and workmen and any person duly authorised by them respectively in writing may at all reasonable times upon giving in the first instance twenty-four hours' and subsequently twelve hours' previous notice in writing enter upon and into the lands and buildings by this Act authorised to be taken and used or any of them for the purpose of surveying and valuing the said lands and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and buildings.

Benefits to be set off against compensation.

31. In determining the amount of compensation or purchase money to be paid by the Undertakers in respect of the acquisition under this Act of any part of the lands of any person the enhancement in value of the adjoining lands of such person not so acquired or of any other lands of such person which are contiguous with such adjoining lands arising out of the execution of the works by this Act authorised or any of them or arising through such adjoining lands becoming lands fronting on any such works shall be fairly estimated and shall be set off against the said compensation or purchase money.

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Persons under disability may grant easements &c.

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

Power to Undertakers to make agreements with owners of property &c.

33. The Undertakers may subject to the provisions of this Act enter into and carry into effect agreements with any person being the owner of or interested in any lands houses or property abutting on any portion of the works by this Act authorised or of the lands which the Undertakers may acquire under the powers of this Act with respect to the sale by the Undertakers to such person of any lands or property for such consideration as may be agreed upon between the Undertakers and such person and the Undertakers may accept as satisfaction of the whole or any part of such consideration the grant by such person of any lands or property required by the Undertakers for the purposes of this Act.

Compensation in case of recently created interest.

34. For the purpose of determining any question of disputed compensation payable in respect of lands taken under the powers of this Act the following provisions shall apply and have effect (that is to say):—

(1) The tribunal shall not take into account any building erected or any improvement or alteration made or any interest in land created after the first day of January one thousand nine hundred and thirty and before the date of the passing of this Act if in the opinion of the tribunal the erection of the building or the making of the improvement or alteration or the creation of the interest in respect of which the claim is made was not reasonably necessary and was carried out with a view to obtaining or increasing compensation under this Act:

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(2) Subject as is hereinafter in this section provided the tribunal shall not take into account—

(*a*) any building erected after the date of the passing of this Act or any improvement or alteration of any premises (other than any improvement or alteration reasonably necessary for properly maintaining such premises) made after that date which in the opinion of the tribunal materially enhances the value of such premises; or

(*b*) any interest in land greater than that of a quarterly tenant created after the date of the passing of this Act:

(3) If at any time after the date of the passing of this Act and before the expiration of the period limited by this Act for the compulsory purchase of lands any person being the owner of or having any estate or interest in any premises which are liable to be acquired compulsorily under the powers of this Act gives notice in writing to the Undertakers of his intention to erect any building upon or to make any improvement or alteration of or to create any such new interest as aforesaid in those premises (such intended building improvement alteration or new interest being specifically described in the notice) and the Undertakers do not within one month after receiving any such notice serve upon such person notice to sell and convey or release his estate or interest in the said premises but serve such notice at any time after the expiration of the said period of one month—

(*a*) Paragraph (2) of this section shall not apply with respect to the building improvement alteration or new interest described as aforesaid; and

(*b*) Paragraph (1) of this section shall apply with respect to the said building improvement alteration or new interest as if the same had been erected made or created after the said first day of January and before the date of the passing of this Act:

(4) The Undertakers shall forthwith after the passing of this Act send by post or deliver a copy of

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this section to all persons named in the deposited book of reference having an interest greater than that of a yearly tenant in any lands which are liable to be acquired compulsorily under the powers of this Act.

Conveyance of lands or easements by Corporation to Board.

35. The Corporation may upon and subject to such terms and conditions as they think fit grant and convey to the Board and the Board may accept the grant and conveyance of any lands or easements or rights acquired by the Corporation under the powers of this Act.

Limit of time for compulsory purchase of lands.

36. The powers of the Undertakers for the compulsory purchase of lands under the powers of this Act shall cease on the first day of October one thousand nine hundred and thirty-three.

For protection of London and North Eastern Railway Company.

37. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the following provisions shall unless otherwise agreed in writing between the Undertakers and the London and North Eastern Railway Company (in this section referred to as "the railway company") apply and have effect for the protection of the railway company (that is to say):—

(1) In this section—

"The bridges" means the bridges carrying the railways of the railway company over the Waterworks River and the City Mill River respectively;

"The works" means and includes the works authorised by the sections of this Act the respective marginal notes of which are "Power to Undertakers to execute works" "Subsidiary powers" "Dredging of rivers" "Power to construct culverts under railway bridge" "Power to lengthen &c. bridges over Waterworks River" and "Power to construct platform under railway bridge" so far as such works are to be executed in through under or near or so as to affect the lands railways or works of the railway company or the bridges;

(2) The Undertakers shall not enter upon or take any railway or bridge of the railway company

comprised in the properties respectively numbered on the deposited plans 7 and 58 in the county borough of West Ham or any land of the railway company immediately beneath any such bridge or adjoining any such bridge and required for the widening thereof but the Undertakers may purchase and take and the railway company shall if and when required by the Undertakers sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the same such easement or right of using the said bridges and land of the railway company as may be necessary for the construction and maintenance of the works in accordance with the provisions of this Act:

Provided that nothing in this section shall preclude the Undertakers from entering upon and taking any lands of the railway company within the limits of deviation or of land to be acquired marked on the deposited plans other than the land hereinbefore referred to Provided also that any lands of the railway company acquired by the Undertakers shall be used only for the purposes of widening the river Lee the Waterworks River or the City Mill River as the case may be (including any piling and incidental underground works in connection with the formation of the banks of the said rivers as widened) or of a towing-path or (as respects the property numbered on the deposited plans 2 in the metropolitan borough of Poplar) for the provision in such position as the railway company may reasonably approve of a lockkeeper's cottage with the necessary means of access thereto and the railway company shall at all times have full and free access from their adjoining land to the said rivers as so widened and subject to the use and maintenance of any such towing-path shall in relation to the said rivers as so widened have the same rights as riparian owners as they have in relation to the existing rivers:

(3) The Undertakers shall pay to the railway company for any easement or right which they

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may acquire under the provisions of this section such consideration as may be agreed upon or in the event of difference as may be determined in manner provided by the Lands Clauses Acts and for the purpose of any such determination the acquisition of such easement or right shall be deemed to be a taking of lands within the meaning of section 6 of the Lands Clauses Consolidation Act 1845 :

(4) The Undertakers shall not commence any of the works upon under or within a distance of fifty yards of either of the bridges or of the railways or property of the railway company until they have given the railway company twenty-eight days' notice in writing of their intention to commence such works accompanied by plans sections specifications and particulars showing the places at which such works are proposed to be executed and the depth width and extent thereof and such plans sections specifications and particulars have been approved by the engineer of the railway company or in case of difference by an arbitrator to be appointed as hereinafter provided :

Provided that if the railway company shall not signify their disapproval of the said plans sections specifications and particulars within twenty-eight days after they shall have been submitted to them they shall be deemed to have approved thereof :

(5) The works shall be executed only in accordance with such plans sections specifications and particulars as have been approved as aforesaid and under the supervision (if the same be given) and to the reasonable satisfaction of the engineer of the railway company and only at such times as the said engineer shall reasonably require The construction and execution of the works when commenced shall proceed with all reasonable dispatch :

(6) If the railway company give notice to the Undertakers within twenty-eight days after the submission of the before-mentioned plans sections specifications and particulars that they

desire themselves to construct or execute the works or any part thereof the railway company may on behalf of the Undertakers construct or execute the works or such part thereof as aforesaid in accordance with the said plans sections specifications and particulars together with any temporary works for ensuring the safety and continuity of the traffic on the railways of the railway company which may be reasonably necessary and the Undertakers shall repay to the railway company the expense reasonably incurred by them in that behalf:

(7) The Undertakers shall at their own expense (subject as in the last preceding subsection provided) construct and at all times maintain the works in substantial repair good order and condition to the reasonable satisfaction of the engineer of the railway company and so as to leave undisturbed at all times the lines of railways and so as not to interfere to any greater extent than is reasonably necessary with the other works and property of the railway company and if and whenever the Undertakers fail so to repair the works or any of them after fourteen days' notice in writing to be given by the railway company to the Undertakers or in case of emergency the railway company may make and do in and upon as well the lands of the Undertakers as their own lands all such works and things as may be requisite and the Undertakers shall repay to the railway company the expense reasonably incurred by them in that behalf:

(8) If at any time before or during or after the construction of any of the works it shall be reasonably necessary owing to such construction to underpin protect or strengthen either temporarily or permanently the bridges or either of them or the railways of the railway company the Undertakers shall execute such works of underpinning protection or strengthening at their own costs charges and expenses but under the supervision and to the reasonable satisfaction of the engineer of the railway company and according to plans sections and

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specifications to be previously submitted to and reasonably approved by him and in the event of the Undertakers failing so to do after reasonable notice from the said engineer in that behalf the railway company may themselves execute such works and may recover the reasonable cost thereof from the Undertakers :

(9) The Undertakers shall bear and pay to the railway company all reasonable costs charges and expenses incurred by the railway company in respect of the superintendence by the engineer of the railway company of the works and the reasonable expense of the employment by the railway company of a sufficient number of inspectors watchmen and signalmen to be appointed by them (including any compensation payable to any workmen or their legal representatives or dependants in respect of injury to or death of such workmen whilst so employed) for inspecting watching lighting and signalling the railway with reference to and during the period of construction renewal or repair of the works (as the case may be) and for preventing as far as may be all interference obstruction danger or accident arising from any of the operations of the Undertakers or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise :

(10) The Undertakers shall not in executing or maintaining the works obstruct hinder or interfere in any manner with the free uninterrupted and safe user of the railways of the railway company or any traffic thereon and if at any time or times hereafter the free uninterrupted and safe user of the railways of the railway company or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Undertakers shall pay to the railway company all reasonable costs and expenses to which the railway company may be put as well as full compensation for the loss sustained by them by reason of any such obstruction hindrance or interference :

(11) The Undertakers shall be responsible for and make good to the railway company all reasonable

costs charges losses damages and expenses not otherwise provided for which may be occasioned to the railway company or to the bridges or to any of the railways works or property of the railway company or to the traffic thereon by reason of the execution maintenance or failure of any of the works or of any act or omission of the Undertakers or of their contractors or of any person in the employ of either of them and the Undertakers shall effectually indemnify and hold harmless the railway company from and against all claims and demands upon or against them by reason of such execution or failure and of any such act or omission:

(12) The fact that any work or thing has been done in accordance with any plan section specification or particulars approved by the engineer of the railway company or in accordance with any requirement of the said engineer or under his superintendence shall not excuse the Undertakers from any liability for damage under the last preceding subsection or affect any claim of the railway company for injury to their railways bridges works or property or to the traffic on the said railways:

(13) The Undertakers shall from time to time repay to the railway company any additional expense to which the railway company may be put in repairing or maintaining their railways bridges and works by reason or in consequence of the construction of the works:

(14) If at any time hereafter the railway company in exercise of any powers vested in them at the date of the passing of this Act shall be desirous of extending widening or altering their railways or the bridges (or either of them) or of adapting their railways for working by electrical power the Undertakers shall give to the railway company all proper and reasonable facilities for those purposes and any additional expense to which the railway company may be put in carrying out such extension widening alteration or adaptation by reason of the construction of the works shall be repaid to them by the Undertakers such additional expense to be ascertained

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in case of difference by arbitration as hereinafter provided :

(15) The Undertakers shall not at any time during the construction execution or repair of any of the works interfere to any greater extent than shall be reasonably necessary with the free access of pedestrians and vehicles to or from the lands numbered on the deposited plans 2 in the metropolitan borough of Poplar and 2 3 4 5 6 56 and 57 in the county borough of West Ham from or to Carpenters Road and Warton Road and from and after the completion by the Undertakers of any lengthening alteration or reconstruction of the bridge over the Waterworks River firstly described in the section of this Act of which the marginal note is "Power to lengthen &c. bridges over Waterworks River" the Undertakers shall from time to time repay to the railway company any additional expense reasonably incurred by the railway company in maintaining the said bridge attributable to such lengthening alteration or reconstruction :

(16) Any difference which shall arise between the Undertakers and the railway company under this section (except under subsection (3) thereof) shall be settled by arbitration.

For protection of London Midland and Scottish Railway Company.

38. The following provisions for the protection of the London Midland and Scottish Railway Company (in this section referred to as "the company") shall unless otherwise agreed in writing between the Undertakers or the Corporation or the Board as the case may be and the company apply and have effect (that is to say) :—

(1) The expression "the authorised works" shall in this section mean so much of any work to be constructed under the sections of this Act of which the marginal notes are "Subsidiary powers" and "Dredging of rivers" as is within a distance of twenty-five lineal yards from the abutments or piers of the bridges carrying the railway of the company over the river Lee or Bow Creek or which shall or may in any way affect the railways works or property of the company :

(2) The expression " the Undertakers " shall in this section mean the Undertakers or the Board or the Corporation as the case may be who may be exercising any of the powers conferred by this Act :

(3) (*a*) Notwithstanding anything shown on the deposited plans or described in the deposited book of reference the Undertakers shall not purchase any land or property of the company but the Undertakers may purchase and take and the company shall if and when required by the Undertakers sell and grant to them such easements and rights as the Undertakers may reasonably require for the construction maintenance and use of the works by this Act authorised;

(*b*) The Undertakers shall pay to the company for any easement or right which they may acquire under the provisions of this section such consideration as may be agreed upon or in the event of difference as may be determined in manner provided by the Lands Clauses Acts and for the purpose of any such determination the acquisition of such easement or right shall be deemed to be a taking of lands within the meaning of section 6 of the Lands Clauses Consolidation Act 1845 :

(4) The Undertakers shall not less than twenty-eight days before they commence the construction of Work No. 17 by this Act authorised (which is hereinafter included in the expression " the authorised works ") or the carrying out of any other of the authorised works submit to the principal engineer of the company for his reasonable approval plans and particulars of the proposed work showing the depth to which it is proposed to lower the bed of the river Lee or Bow Creek and if any difference shall arise between the Undertakers and the company with reference to such plans and particulars such difference shall unless otherwise determined be settled by arbitration Provided that if the company shall not signify their disapproval of the said plans and particulars within twenty-one

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days after they shall have been submitted to them they shall be deemed to have approved thereof :

(5) The company may (either before or during the construction or within twelve months after the completion of any of the authorised works or any part thereof) carry out any works which are reasonably necessary for the protection of the abutments or piers of the said bridges or for the stability of the railway consequent upon the construction or existence of the said works and the reasonable expense incurred by them in so doing shall be repaid to them by the Undertakers :

(6) The authorised works shall be done under the superintendence (if given) and to the reasonable satisfaction of the principal engineer of the company and so as not to cause any injury to the railways or works of the company or interruption to the passage or conduct of the traffic thereon and if any injury shall occur to the railways or works or interruption be occasioned to such traffic in consequence of the carrying out of the authorised works or any of them the Undertakers shall make full compensation to the company in respect of such injury or interruption :

(7) During the construction of the authorised works the Undertakers shall after due notice thereof bear and on demand pay to the company the reasonable expense of the employment by them of such inspectors and watchmen (if any) to be appointed by the company as may be reasonably necessary for inspecting the authorised works and for watching their railway and the works and conveniences connected therewith in order to prevent as far as may be all interference obstruction danger and accident arising from any of the operations of the Undertakers or from the act or default of their contractors or of any person or persons in their employment and the Undertakers shall at all times give reasonable facilities to the principal engineer of the company and his assistants or inspectors for full and free access to the authorised works during or after

construction and shall also furnish him or them with every information he or they may reasonably require with regard to the authorised works or the method of construction thereof:

(8) Any dispute or difference which may arise between the company and the Undertakers with reference to the provisions of this section or in anywise arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration.

For protection of Messrs. J. and W. Nicholson and Company Limited.

39. For the protection of Messieurs J. and W. Nicholson and Company Limited their successors and assigns owners or owner for the time being of the Three Mills Distillery in the borough and the mill known as the Three Mills and other premises adjacent to the said distillery (all of whom are in this section collectively referred to as "the company") the following provisions shall notwithstanding anything in this Act contained or shown upon the deposited plans and sections and unless otherwise agreed in writing between the Undertakers and the company apply and have effect (that is to say):—

(1) In this section the expression "the signed plan" means the plan signed in duplicate by Griffith John Griffiths and William Lionel Jenkins on behalf of the Undertakers and by Ernest John McKaig on behalf of the company one copy of which has been retained by the Undertakers and the company respectively:

(2) (*a*) The flood channel (Work No. 18) by this Act authorised shall be provided with a deep lifting sluice or sluices and the said channel and sluice or sluices shall be constructed in the line and situation and of the dimensions shown upon the signed plan;

(*b*) The said sluice or sluices shall be under the sole control and management of the company their officers and servants for which purposes the Board shall afford to the company and such officers and servants all reasonable facilities but the company shall at times of flood or anticipated flood comply with the directions of the Board with respect to the lifting or lowering of the same:

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Provided that if on any such occasion the company their officers or servants fail to comply with such directions it shall be lawful for the Board their officers and servants to lift and lower the same and to enter upon any property of the company for that purpose;

(*c*) The Board shall at all times have free access to the said sluice or sluices for the purposes of inspection repair and maintenance and for the purposes of this section;

(*d*) The construction of the said flood channel and all works connected therewith shall when commenced be carried out continuously with all reasonable dispatch and the Board shall at all times after the completion thereof maintain the same in substantial repair and good order and condition and keep the said channel free from weeds and other obstructions;

(*e*) The accommodation works to be constructed by the Undertakers in connection with the said flood channel shall include the two foot-bridges thereover and one road-bridge thereover in the respective situations shown upon the signed plan The said foot-bridges shall be of a uniform width of four feet six inches clear between the parapets and the said road-bridge of a uniform width of twelve feet clear between the parapets and all the said bridges shall be of reasonably substantial construction:

(3) (*a*) The Undertakers shall not enter upon take or use (otherwise than temporarily) any of the property of the company in the borough numbered on the deposited plans 116 except so much thereof as is coloured red and hatched in red upon the signed plan;

(*b*) If the Undertakers shall acquire under this Act any of the properties of the company in the borough numbered on the deposited plans 49 50 103 118 and 119 respectively they shall acquire the whole and no less quantity of all the said properties;

(*c*) Upon the acquisition by the Undertakers from the company of the lands in the borough

numbered on the deposited plans 116 there shall be reserved to the company the same and as full rights of access and user over under or across such lands from and to the remainder of the lands of the company adjacent thereto to and from the Three Mills Wall River as widened for all purposes (including inter alia the loading and unloading of barges and other craft and the erection maintenance and working of cranes gantries and similar apparatus) as the company possess at the passing of this Act as riparian owners upon the said river subject nevertheless to the rights of all persons to pass and repass over and along the footpath to be substituted for the existing footpath along the eastern bank of the said river under the provisions of subsection (7) of this section;

(*d*) The Undertakers shall not purchase any portion of the property of the company in the borough numbered on the deposited plans 51 but the Undertakers may purchase and take and the company shall if so required by the Undertakers sell and grant to them such easements or rights in the said property as may be necessary to enable the Undertakers to construct maintain repair and use subject to the provisions of this Act so much of the culverts conduits or flumes (Works Nos. 5A and 5B) and of any subsidiary or temporary works connected therewith by this Act authorised as is thereby to be constructed in on or under the said property;

(*e*) The Undertakers shall pay to the company for any easements or rights which they may acquire under the provisions of paragraph (*d*) of this subsection such consideration as may be agreed upon or in the event of difference may be determined in manner provided by the Lands Clauses Acts and for the purpose of any such determination the acquisition of such easements or rights shall be deemed a taking of lands within the meaning of the said Acts;

(*f*) If and so soon as the Undertakers decide to proceed with the construction of the works

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authorised by this Act the Board and the Corporation respectively shall each pass formal resolutions to that effect and before the expiration of six months from the date of the passing of the last of the said resolutions the Undertakers shall serve upon the company notices to treat in respect of the acquisition of such of the lands and easements or rights referred to in this subsection as the Undertakers are by this Act empowered and desire to acquire;

(*g*) If the Undertakers shall acquire the lands in the borough numbered respectively on the deposited plans 49 50 and 103 and so much of the lands numbered 116 thereon as they are entitled to acquire under paragraph (*a*) of this subsection they shall before offering to sell to any other party any part of the said lands which may not be required for the purposes of this Act offer in writing to sell the same to the company in fee simple and within one month after the receipt of such notice the company shall be entitled to repurchase the same If the company shall decide to repurchase the said lands or any of them the price to be paid by them to the Undertakers for the same shall in default of agreement be determined by arbitration in accordance with the provisions of the Acquisition of Land (Assessment of Compensation) Act 1919 in all respects as if the company were a public authority authorised to acquire the same respectively;

(*h*) The provisions of the section of this Act of which the marginal note is "Benefits to be set off against compensation" shall not apply in respect of the acquisition under this Act of any of the lands of the company or of any easement thereover:

(4) (*a*) The culverts conduits or flumes (Works Nos. 5A and 5B) by this Act authorised and all subsidiary or temporary works connected therewith (hereinafter in this subsection referred to as "the mill works") in or under the mill of the company known as the Three Mills (which

mill and the lands buildings works offices machinery and apparatus connected therewith are hereinafter in this section collectively referred to as "the Three Mills") shall when commenced be carried out continuously with all reasonable dispatch and shall be constructed in such line or situation within the limits of deviation shown upon the deposited plans as shall be reasonably approved by the engineer for the time being to the company (hereinafter called "the engineer") and by such means and in such manner as not unreasonably to obstruct impede or interfere with the free and uninterrupted working or user of the Three Mills and if any such obstruction or interference shall be caused or take place contrary to this enactment the Undertakers shall notwithstanding any approval as aforesaid pay to the company all reasonable costs and expenses to which they may be put and also compensation for any loss sustained by them by reason of any such interruption or interference;

(*b*) The Undertakers shall not less than twenty-eight days before commencing the construction of any part of the mill works furnish to the company plans sections drawings and specifications of the same for the reasonable approval of the engineer and shall not commence the mill works until such plans sections drawings and specifications shall have been approved in writing by the engineer or in case of difference arising between him and the Undertakers until the same shall have been settled by arbitration Provided that if the company shall not within twenty-eight days after the furnishing of such plans sections drawings and specifications express their disapproval thereof the engineer shall be deemed to have approved thereof;

(*c*) If any alterations or additions either permanent or temporary to the structure machinery or apparatus of the Three Mills are reasonably necessary in consequence of the construction or maintenance of the mill

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works such alterations and additions shall be made by the company at the expense of the Undertakers and the reasonable costs thereof shall be repaid to the company by the Undertakers on demand;

(*d*) The mill works shall be executed under the supervision (if after reasonable notice from the Undertakers the same be given) and to the reasonable satisfaction of the engineer and the Undertakers shall bear and pay to the company all reasonable costs charges and expenses incurred by the engineer in respect of such supervision;

(*e*) The company shall be at liberty (if at any time after the construction of the mill works they so desire) to reconstruct or alter any part or parts of the Three Mills and if in consequence of any such reconstruction or alteration any alteration or addition either temporary or permanent to the mill works is reasonably necessary such alterations and additions shall be made by the Undertakers at their own expense:

(5) The Undertakers shall so construct the widening of Three Mills River Waterworks River and the diverted river connecting them (Works Nos. 2 3 and 4) by this Act authorised that when the water surface shall be at a level of 10.30 Ordnance datum or higher the said new channels shall have an average width of 100 feet for 80 per cent. of their total length between Carpenters Road Bridge and the Three Mills:

(6) The Undertakers shall execute on the northern side of so much of the Channelsea River as is situate within the limits of deviation marked on the deposited plans such works as may be reasonably necessary for preventing damage to any existing building or structure of the company arising from any settlement due to the exercise of the powers of this Act:

(7) The Undertakers shall not construct any road or towing-path along the eastern bank of so

much of the Three Mills Wall River as widened under the powers of this Act as lies between the Three Mills and the commencement of Work No. 18 by this Act authorised but shall before stopping up or interfering with the existing footpath along the said portion of the said bank construct and at all times thereafter maintain a new footpath of a width not exceeding four feet six inches clear between the fences in lieu of such existing footpath along the said portion of the said eastern bank :

(8) The Undertakers shall not exercise the powers conferred upon them by the section of this Act of which the marginal note is "Power to dredge &c. Bow Creek" so as to endanger the structure of or otherwise prejudicially affect the Three Mills nor the powers conferred upon them by paragraph (*b*) of the section of this Act of which the marginal note is "As to drawing down &c. of water" so as to prejudice or affect any of the legal water rights possessed by the company in connection with the Three Mills :

(9) The prescribed limits for the purposes of the powers and provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof shall in the case of the flood channel (Work No. 18) by this Act authorised be fifty yards and save as aforesaid the Undertakers shall not exercise or put in force the said powers or provisions upon or in relation to any of the lands of the company :

(10) The Undertakers shall not at any time during the construction of any of the works by this Act authorised interfere to any extent greater than shall be reasonably necessary with any means of access to or egress from any part of the premises of the company or any means of communication between any parts of such premises and the Undertakers shall so construct the works authorised by this Act as to secure

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that on the completion thereof all such means of access and egress and means of communication shall be as efficient as the same now are :

(11) The Undertakers shall not remove or displace or otherwise interfere with or do anything to endanger any main pipe tube wire or apparatus by means of which any supply of water gas or electricity is afforded to or reaches the property of the company until good and sufficient apparatus necessary and proper for continuing the supply of water gas or electricity as freely and efficiently as the same was supplied by such main pipe tube wire or apparatus shall at the expense of the Undertakers have first been completed in lieu thereof to the reasonable satisfaction of the company :

(12) The provisions of this section shall be in addition to and not in derogation of any rights of the company under any other provisions of this Act or any Act or part of any Act incorporated therewith :

(13) Any difference arising between the Undertakers and the company under this section (other than any question as to disputed compensation) shall be referred to and determined by arbitration.

For protection of London County Council.

40. Notwithstanding anything contained in this Act or shown on the deposited plans the following provisions for the protection of the London County Council (hereinafter in this section referred to as "the council") shall unless otherwise agreed in writing between the Undertakers and the council have effect (that is to say) :—

(1) The Undertakers shall not without the consent of the council enter upon take use or interfere with the lands (or any part thereof) in the county borough of West Ham numbered respectively 15 and 60 on the deposited plans but subject to the provisions of this Act the Undertakers may acquire and the council shall if so required by the Undertakers grant to them such easements or rights in over or

affecting the said lands as shall be necessary for constructing maintaining repairing renewing and inspecting the works by this Act authorised and for the purposes of such acquisition the said easements and rights shall be deemed to be lands within the meaning of the Lands Clauses Acts:

(2) The provisions of the London Building Acts 1894 to 1928 and any Act amending the same and any byelaws and regulations in force thereunder shall apply to the erection of any buildings on any lands in the administrative county of London (hereinafter in this section referred to as "the county") acquired or used under the powers of this Act:

(3) (*a*) The Undertakers shall not commence the construction of any works by this Act authorised (in this subsection referred to as "the intended works") which shall or may pass over under or near to or so as to interfere with any sewers of the council until they have given to the council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with plans and sections thereof as in this subsection defined and until the council have signified their approval of the same (unless the council do not signify their approval disapproval or other directions within twenty-eight days after service of the said plans and sections as aforesaid) and the Undertakers shall comply with and conform to all reasonable orders directions and regulations of the council in the execution and subsequent maintenance of the intended works and shall provide by the execution of new altered or substituted works or works of defence in such manner as the council reasonably require for the proper protection of and for preventing injury or impediment to the said sewers by reason of the intended works or any part thereof and shall save harmless the council against all expenses to be occasioned thereby and the intended works and all such

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new altered or substituted works or works of defence shall be done by or under the direction superintendence and control of the council at the costs charges and expenses in all respects of the Undertakers and all reasonable costs charges and expenses to which the council may be put by reason of any such works as aforesaid whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council by the Undertakers on demand and when any such new altered or substituted works or works of defence as aforesaid shall be completed the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council as any sewers or works of the council now or hereafter may be;

(*b*) The Undertakers shall from time to time pay to the council any new or additional cost expenses or charges which the council may reasonably be put to or incur in the maintenance repair or management of any such new altered or substituted works or works of defence so far as such new or additional cost expenses or charges result from the execution of the intended works;

(*c*) The plans and sections to be submitted to the council under the provisions of this subsection shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the levels at which the intended works are proposed to be constructed and shall accurately describe the position of all sewers of the council within the limits of deviation shown on the deposited plans (for which purpose the council shall allow the Undertakers access to plans in their possession and to any of their sewers in order to enable the Undertakers to obtain trustworthy information);

(*d*) The council may require such modification to be made in the said plans drawings sections and specifications as may be reasonably necessary to secure the London main drainage system

against interference or risk of damage and to provide and secure a proper and convenient means of access to the said sewers;

(*e*) The Undertakers shall at the option of the council either make good all injury or damage from time to time caused by or resulting from any of the intended works or any operations of the Undertakers in connection therewith to the said sewers or any works connected therewith or bear and on demand repay to the council the cost reasonably incurred by them in making good such injury or damage;

(*f*) The approval by the council of any plans or superintendence by the council of any work under the provisions of this subsection shall not exonerate the Undertakers from any liability or affect any claim for damages under this subsection or otherwise:

(4) The Undertakers shall so construct the works comprised in or connected with Works Nos. 1 2 and 7 by this Act authorised as not to prevent any widening within the county of Carpenters Road and Carpenters Road Bridge or either of them on the southern side thereof to a width of sixty feet in the event of the council hereafter deciding or being authorised to undertake such widening:

(5) If any difference or question shall arise between the council and the Undertakers as to the amount of any such costs charges or expenses of the council as are referred to in paragraphs (*a*) or (*b*) of subsection (3) of this section or as to the amount of any such cost as is referred to in paragraph (*e*) of that subsection such difference or question shall be determined by arbitration.

For further protection of London County Council.

41. Notwithstanding anything contained in this Act or shown on the deposited plans the following provisions for the further protection of the London County Council (hereinafter in this section referred to as "the council") shall unless otherwise agreed in writing between the Undertakers and the council apply and have effect (that is to say):—

(1) (*a*) So much of the channel comprised in Work No. 18 by this Act authorised as passes over or

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within 100 feet of any sewer of the council shall be constructed so that the invert of the said channel shall be at such level not being lower than 2 feet above Ordnance datum as the Undertakers may determine;

(*b*) The Undertakers shall construct the eastern bank of the channel comprised in the said Work No. 18 to a height of not less than twenty feet above Ordnance datum and in other respects of such dimensions and of such method of construction as the council may reasonably require:

(2) The Undertakers shall not execute or commence to execute the said Work No. 18 or any works in connection therewith (all of which are in this section included in the expression "the intended works") until they have given to the council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with plans elevations sections and all other necessary particulars of the intended works and until the council have signified their approval of the same (unless the council fail to signify such approval or their disapproval or other directions within twenty-eight days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid) and the Undertakers shall comply with and conform to all reasonable directions and regulations of the council in the construction of the said works and shall save harmless the council against all and every reasonable expense to be occasioned thereby and all the intended works shall be done to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the Undertakers and all costs charges and expenses to which the council may reasonably be put by reason of the works of the Undertakers whether in the execution of the works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the council by the Undertakers on demand:

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(3) The Undertakers shall at the option of the council either make good all injury or damage from time to time caused by or resulting from any of the intended works or any operations of the Undertakers in connection therewith to the Abbey Mills pumping station or any works or conveniences connected therewith or bear and on demand repay to the council the cost reasonably incurred by them in making good such injury or damage:

(4) The approval by the council of any plans or superintendence by the council of any work under the provisions of this section shall not exonerate the Undertakers from any liability or affect any claim for damages under this section or otherwise:

(5) If any difference or question shall arise between the council and the Undertakers as to the amount of any such costs charges or expenses of the council as are referred to in subsection (2) of this section or as to the amount of any such cost as is referred to in subsection (3) of this section such difference or question shall be determined by arbitration.

For protection of Metropolitan Water Board.

42. For the protection of the Metropolitan Water Board (in this section referred to as "the water board") the following provisions shall unless otherwise agreed in writing between the water board and the Undertakers or either of the Undertakers (as the case may require) have effect:—

(1) In the exercise of the powers of this Act the Undertakers shall take all reasonably practicable steps for preventing obstruction to or interference with the flow of water through any river stream or watercourse to such an extent as would cause any flooding of or injury or risk of injury to the Lee Bridge pumping station of the water board or would prevent or impede the discharge of water or drainage from the filter beds of the water board at that pumping station or from the pipes through which water now flows into the river Lee from the water board's open channel situated beside the Hackney Cut:

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(2) If the Undertakers shall acquire any part of the strips of land (*a*) and (*c*) described in Part I of the Second Schedule to this Act the water board shall as from the date of such acquisition cease to be liable for the maintenance of the river wall along the land so acquired and the Undertakers shall to the reasonable satisfaction of the water board erect along the boundary between the land so acquired and the adjoining land of the water board—

(i) so far as such adjoining land is in the county of London a substantial brick wall of not less height and section than the existing boundary wall of the water board's property adjoining the tow-path between Old Ford Lock and the northern outfall sewer; and

(ii) from the termination of the said wall at the boundary of the county of London to the bridge over the Pudding Mill River an unclimbable iron fence of not less than seven feet in height:

(3) Notwithstanding the acquisition by the Undertakers of the existing bridge described in paragraph (*b*) of Part I of the said Second Schedule or any part of the strips of land (*a*) and (*c*) aforesaid the water board shall be entitled at all times (without payment to the Undertakers) to rights of passage with vehicles animals and persons proceeding to or from Marshgate Lane in the borough from or to the Old Ford pumping station—

(i) over the said existing bridge or any substituted bridge over the Pudding Mill River to be provided by the Undertakers; and

(ii) across so much of the said strips of land as shall form a necessary means of approach to the said bridge:

(4) The Board shall not pull down or obstruct or diminish the access over the said existing bridge and its approaches unless and until they have provided to the reasonable satisfaction of the water board a substituted bridge of not less width and strength than the existing bridge

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and with approaches on each side of not less width and of gradients not steeper than the width and gradients of the existing bridge:

Provided that this subsection shall not apply in the case of any reconstruction by the Board of the said existing bridge in its existing position but in that event the Board before pulling down or obstructing or diminishing the access over the said existing bridge and its approaches shall provide such temporary means of crossing the Pudding Mill River near to the site of the said existing bridge as shall be reasonably approved by the water board:

(5) Notwithstanding anything in this Act or the acquisition by the Undertakers of any part of the strip of land (*a*) aforesaid the water board shall be entitled at all times (without payment to the Undertakers) to rights of access over the said strip of land to and of inspecting repairing maintaining and renewing any mains of the water board laid at the date of the passing of this Act under or over the river Lee in the vicinity of the Old Ford pumping station:

(6) Nothing in this Act shall prevent the exercise of or limit in any manner such right (if any) as may at the date of the passing of this Act be vested in the water board of discharging water from any apparatus or from any plant belonging to them into any stream ditch or watercourse:

(7) (*a*) The Undertakers when constructing the bridge for carrying Work No. 12 authorised by this Act under Marshgate Lane or reconstructing the existing bridge carrying Marshgate Lane over the Bow Back River shall provide to the reasonable satisfaction of the water board in such position in the bridge as so constructed or reconstructed as the Undertakers may determine accommodation for—

(i) a main or mains having an aggregate capacity equal to the capacity of the existing mains of the water board of internal diameters of seven inches and four

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inches respectively on the said existing bridge; and

(ii) two new mains of internal diameters of nine inches and four inches respectively;

(*b*) If such bridge is constructed or reconstructed in any material other than concrete masonry and bricks or any of those materials the Undertakers shall pay to the water board a sum equal to the cost incurred by the water board in providing and laying in the accommodation mentioned in paragraph (*a*) of this subsection a steel main or mains of the capacity mentioned in sub-paragraph (i) thereof;

(*c*) If the cost reasonably incurred by the Undertakers in making the accommodation required in paragraph (*a*) hereof exceeds the cost which would be incurred in making accommodation for a main or mains of the capacity mentioned in sub-paragraph (i) thereof the water board shall repay to the Undertakers the amount of such excess:

(8) Not less than twenty-eight days before commencing any work under the powers of this Act in or affecting any street road bridge or embankment in on or under which any apparatus is situate or to which any apparatus is attached the Undertakers shall deliver to the water board a plan section and description of such work (hereinafter referred to as a "specified work") describing the proposed manner of executing it:

(9) (*a*) At any time within twenty-one days from the receipt of any such plan section and description the water board may by notice in writing to the Undertakers intimate their disapproval of the proposed manner of executing the specified work so far as it involves interference with or might endanger any apparatus or make any reasonable requirement with respect to such plan section or description Provided that if the water board shall not within the said period of twenty-one days give any such notice in writing to the Undertakers

as aforesaid they shall be deemed to have approved the plan section and description as submitted;

(*b*) Any difference between the water board and the Undertakers under this subsection shall be settled by arbitration:

(10) The Undertakers shall not execute any specified work except in accordance with the said plan section and description as approved by the water board or settled by arbitration and subject thereto shall execute such work to the reasonable satisfaction of the water board:

(11) Any alteration under the provisions of this Act of the position of any apparatus or any protective or substituted works which may be agreed upon between the Undertakers and the water board or settled by arbitration shall if the water board so desire be executed by them provided that the water board within twenty-one days of receiving the plan section and description of the work necessitating such alteration or protective or substituted works to be delivered to them by the Undertakers under subsection (8) of this section give notice of their intention so to execute the same and the water board shall commence such alteration or protective or substituted works when requested by the Undertakers and execute and complete the same with all reasonable dispatch The Undertakers shall repay to the water board the expense reasonably incurred by the water board in executing any alteration or protective or substituted works under the provisions of this subsection:

(12) The Undertakers shall make good all damage done by them to any apparatus in the exercise of the powers of this Act and shall indemnify the water board against all claims demands proceedings costs damages and expenses which may be made or taken against the water board or which the water board may incur by reason of any interruption in the supply of water by the water board or any interference with any apparatus of the water board resulting from such

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exercise The Undertakers shall also pay to the water board any expenses which the water board may reasonably and properly have incurred in connection with any alteration of private communication pipes rendered necessary by the execution of any such works as aforesaid :

(13) Except in cases where special accommodation is provided for the apparatus of the water board the Undertakers shall not in the exercise of any of the powers of this Act raise sink or otherwise alter the position of any apparatus or alter the level of any street or road in which any apparatus is situate so as to leave over such apparatus a covering of—

(*a*) less than three feet or the existing covering whichever is the less; or

(*b*) more than five feet or the existing covering whichever is the greater :

(14) If any loss of water shall be sustained by the water board by reason of any act or omission of the Undertakers or of any of their contractors agents workmen or servants or any person in the employ of them or any of them the Undertakers shall pay to the water board the value of any water so lost as aforesaid :

(15) The water board may if they think fit employ such watchmen or inspectors as they may reasonably deem necessary to watch and inspect the execution of any works under the powers of this Act so far as such works affect any apparatus and the reasonable wages of such watchmen or inspectors shall be borne by the Undertakers and be paid by them upon demand to the water board :

(16) The expenses of all repairs or renewals of any apparatus which may be rendered reasonably necessary by or in consequence of subsidence resulting from the works of the Undertakers whether during the construction of such works or at any time within twelve months thereafter shall be borne by the Undertakers and paid by them on demand to the water board :

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(17) If any difference shall arise between the Undertakers and the water board under this section (other than a difference as to the construction or meaning of this section) such difference shall be settled by arbitration :

(18) In this section the expression "apparatus" means any mains pipes valves hydrants syphons plugs or other works or apparatus of the water board.

For protection of Gas Light and Coke Company

43. For the protection of the Gas Light and Coke Company (in this section referred to as "the company") the following provisions shall unless otherwise agreed in writing between the company and the Undertakers have effect (that is to say) :—

(1) Not less than twenty-eight days before commencing any work under the powers of this Act in any street or road in or under which any mains pipes valves hydrants syphons plugs or other works or apparatus (in this section referred to as "apparatus") of the company are situate the Undertakers shall deliver to the company a plan section and description of such work describing the proposed manner of executing the work :

(2) (*a*) At any time within twenty-one days from the receipt of such plan section and description the Company may by notice in writing to the Undertakers intimate their disapproval of the proposed manner of executing such work so far as it involves interference with or might endanger the apparatus of the company or make any reasonable requirements with respect to such plan section or description Provided that if the company shall not within the said period of twenty-one days give any such notice in writing to the Undertakers as aforesaid they shall be deemed to have approved the plan section and description as submitted;

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

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(3) The Undertakers shall not execute any such work as aforesaid except in accordance with the said plan section and description as so approved by the company or settled by arbitration and subject thereto shall execute such work to the reasonable satisfaction of the company :

(4) Any alteration under the provisions of this Act of the position of any apparatus of the company or any protective or substituted works which may be agreed upon between the company and the Undertakers or settled by arbitration shall if the company so desire be executed by them provided that the company within twenty-one days of receiving the plan section and description of the work necessitating such alteration or protective or substituted works to be delivered to them by the Undertakers under subsection (1) of this section give notice of their intention so to execute the same and the company shall commence such alteration or protective or substituted works when requested by the Undertakers and execute and complete the same with all reasonable dispatch The Undertakers shall repay to the company the expense reasonably incurred by the company in executing any alteration or protective or substituted works under the provisions of this subsection :

(5) The Undertakers shall make good all damage done by them to any apparatus of the company in the exercise of the powers of this Act and shall indemnify the company against all claims demands proceedings costs damages and expenses which may be made or taken against the company or which the company may incur by reason of any interruption in the supply of gas by the company or any interference with any apparatus of the company resulting from such exercise The Undertakers shall also pay to the company any reasonable expenses which the company may reasonably and properly have incurred in connection with any alteration of private communication pipes rendered necessary by the execution of any such works as aforesaid :

(6) Except on any bridge lengthened altered or reconstructed under the powers of this Act the Undertakers shall not in the exercise of any of the powers of this Act raise sink or otherwise alter the position of any apparatus of the company or alter the level of any street or road in which any such apparatus is situate so as to leave over such apparatus a covering of—

(*a*) less than three feet or the existing covering whichever is the less; or

(*b*) more than five feet or the existing covering whichever is the greater:

(7) (i) If under the powers of this Act the Undertakers reconstruct or lengthen any bridge in or upon which any main or mains of the company is or are laid immediately before the commencement of such reconstruction or lengthening (any such mains being hereinafter referred to as "the existing main or mains") and the depth of roadway of such bridge as reconstructed or of the added portion of such bridge as lengthened is not reasonably sufficient for the accommodation of a main or mains of the company each having a capacity equal to the capacity of the existing main or mains the Undertakers shall provide (at the option of the Undertakers) either under the footway or footways or under the carriageway of such reconstructed bridge or of the added portion of such lengthened bridge accommodation for a main or mains of the Company each having such capacity as aforesaid;

(ii) If at any time before the Undertakers reconstruct any bridge under the powers of this Act or construct the bridge comprised in Work No. 12 by this Act authorised the company by notice in writing to the Undertakers so require the Undertakers when reconstructing or constructing such bridge shall so far as accommodation is available and the requirements for other public services permit make provision in such bridge for a main or mains of the company of such diameter as the company shall by such notice reasonably require and the company shall

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be entitled to lay in accordance with the reasonable directions of the Undertakers a main or mains in the position or positions in which such provision shall have been so made for the same and thereafter subject to such directions as aforesaid to maintain renew and inspect any main or mains so laid down by them as aforesaid The company shall pay to the Undertakers any extra expense incurred by the Undertakers in making such provision as aforesaid and the amount of such extra expense shall failing agreement between the company and the Undertakers be settled by arbitration :

(8) If any loss of gas shall be sustained by the company by reason of any act or omission of the Undertakers or of any of their contractors agents workmen or servants or any person in the employ of them or any of them the Undertakers shall pay to the company the value of any gas so lost as aforesaid :

(9) The company may if they think fit employ such watchmen or inspectors as they may reasonably deem necessary to watch and inspect the execution of any works under the powers of this Act so far as such works affect any apparatus of the company and the reasonable wages of such watchmen or inspectors shall be borne by the Undertakers and be paid by them upon demand to the company :

(10) The expenses of all repairs or renewals of any apparatus of the company which may be rendered reasonably necessary by or in consequence of subsidence resulting from the works of the Undertakers whether during the construction of such works or at any time within six months thereafter shall be borne by the Undertakers and paid by them on demand to the company :

(11) If any difference shall arise between the Undertakers and the company under this section (other than a difference as to the construction or meaning of this section) such difference shall be referred to and determined by an arbitrator

to be agreed upon by them or (failing such agreement) to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

Retention and disposal of lands.

44.—(1) Notwithstanding anything in any other Act or Acts or otherwise to the contrary the Board or the Corporation (as the case may be) may retain hold and use for such time and for such purposes as they may think fit or may sell lease exchange or otherwise dispose of in such manner and for such consideration and purpose and on such terms and conditions as they may think fit and either in consideration of the execution of works or of the payment of a gross sum or of an annual rent or of any payment in any other form any lands or any interest therein acquired by or vested in or conveyed to them respectively under this Act or under any agreement entered into between them thereunder and may sell exchange or dispose of any rents reserved on the sale lease exchange or disposition of such lands or interests therein and may make do and execute any deed act or thing proper for effectuating any such sale lease exchange or other disposition and on any exchange may give or take any money for equality of exchange:

Provided that the Corporation shall not without the consent of the Minister of Health sell lease exchange or otherwise dispose of any such lands or any interests therein at a price or rent or for a consideration of a value less than the current market value of such lands or interests but a purchaser or lessee shall not be concerned to inquire whether the consent of the said Minister is necessary or has been obtained.

(2) Nothing in this section contained shall release the Board or the Corporation or any person purchasing or acquiring any lands from them under this section from any rents covenants restrictions reservations terms or conditions made payable by or contained in any conveyance lease or other deed or instrument by which any such lands were or may hereafter be conveyed or leased to or otherwise acquired by the Board or the Corporation or any person from or through whom the Board or the Corporation may have derived or may hereafter derive title to the same but all such rents covenants restrictions

A.D. 1930. reservations terms and conditions shall remain and be of as full force and effect and may be recovered exercised enjoyed and enforced in like manner and to the same extent as if this Act had not been passed.

Proceeds of sale of surplus lands.

45.—(1) So long as any lands remain to be acquired by the Undertakers under the authority of this Act the Corporation may (so far as they consider necessary) apply any capital moneys received by them on the re-sale or exchange of or by leasing any lands acquired under the authority of this Act in or towards the cost of purchasing lands so remaining to be acquired but as to capital moneys so received and not so applied the Corporation shall apply the same in or towards the extinguishment of any loan raised by them under the powers of this Act and such application shall be in addition to and not in substitution for any other mode of extinguishment provided by this Act except to such extent and upon such terms as may be approved by the Minister of Health.

(2) Provided that—

(*a*) the amount to be applied in or towards the cost of purchasing lands under this section shall not exceed the amount for the time being unexhausted of the borrowing powers exercisable by the Corporation under the provisions of this Act for the purpose of such purchase;

(*b*) the borrowing powers conferred by this Act upon the Corporation for the purpose of such purchase shall be reduced to the extent of the amount applied in or towards the cost of purchasing lands under the provisions of this section.

Extinction of private rights of way.

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

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

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Notice of works to Commissioner of Police.

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

Extinguishment of water rights.

48. As from the date of the passing of this Act all water rights (if any) which existed immediately before that date in connection with the mills in the borough respectively known as the City Mill the Waterworks Mill or Peter Leary's Mill and St. Thomas Mill are hereby extinguished.

Agreements between Corporation and Board.

49.—(1) The Board and the Corporation may enter into and carry into effect agreements or arrangements for or in connection with any of the purposes of this Act including agreements or arrangements for the exercise by one of them of any of the powers conferred by this Act upon the Undertakers and if any such agreement as last aforesaid shall be entered into the party to such agreement by whom any such powers are to be exercised shall in relation to those powers be "the Undertakers" for the purposes of this Act.

(2) Any agreement entered into under the powers of this section may provide for the variation of any of the provisions of this Act (so far as they relate only to rights or obligations of the Board and the Corporation) or of the provisions of any previous agreement between the Board and the Corporation.

Expenses of execution of Act.

50. All expenses incurred by the Board and the Corporation respectively in carrying into execution the provisions of this Act and of any agreement entered into thereunder and not otherwise provided for shall be defrayed in the case of the Board out of moneys belonging to them or under their control and in the case of the Corporation out of the general rate fund and the general rate.

Power to Corporation to borrow.

51.—(1) The Corporation may from time to time independently of any other borrowing power borrow at

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interest for and in connection with the purposes mentioned in the first column of the next following table the respective sums mentioned in the second column thereof and in order to secure the repayment of the said sums and the payment of interest thereon they may mortgage or charge the revenues of the Corporation and they shall pay off all moneys so borrowed within the respective periods (which for the purposes of the enactments extended and applied to and for the purposes of this Act by the section of this Act of which the marginal note is "Application of provisions of West Ham Corporation Acts 1902 and 1925" shall respectively be "the prescribed period") mentioned in the third column of the said table (namely):—

Purpose.	Amount.	Period for repayment.
	£	
For the execution of works - -	583,811	Forty years from the date or dates of borrowing.
For the acquisition of land - - -	101,154	Sixty years from the date or dates of borrowing.
For the payment of the costs charges and expenses of this Act as hereinafter defined.	The sum requisite.	Five years from the passing of this Act.

(2) (*a*) The Corporation may also with the consent of the Minister of Health borrow such further money as may be necessary for any of the purposes of this Act and in order to secure the repayment of any money borrowed under this subsection and the payment of interest thereon the Corporation may mortgage or charge the revenues of the Corporation.

(*b*) Any money borrowed under this subsection shall be repaid within such period as may be prescribed by the said Minister and the period so prescribed shall be the prescribed period for the purposes of this Act and the enactments applied by this Act.

Application of provisions of West Ham Corporation Acts 1902 and 1925.

52. The following sections of the West Ham Corporation Act 1902 (that is to say):—

Section 44 (Application of money borrowed); and

Section 46 (Corporation not to regard trusts);

and the following sections of the West Ham Corporation Act 1925 (that is to say) :—

Section 68 (Mode of raising money);

Section 69 (Provisions of Public Health Act 1875 as to mortgages to apply);

Section 71 (Mode of payment off of money borrowed);

Section 72 (Sinking fund);

Section 74 (Appointment of receiver);

Section 75 (Protection of lender from inquiry); and

Section 103 (Inquiries by Minister of Health);

shall extend and apply to and in relation to the borrowing of money by the Corporation on mortgage under the powers of this Act and the repayment of money so borrowed and otherwise in respect of such mortgages as if those sections had been re-enacted in this Act with any necessary modifications with reference thereto.

Power to Board to borrow.

53.—(1) The Board may independently of any other borrowing power borrow at interest the sum of five thousand pounds for the purposes of this Act and with the consent of the Minister of Transport such further sums as they may require for those purposes.

(2) The Board may raise the money which they are by or under this Act authorised to borrow either—

(*a*) by the issue of debenture stock under the provisions of the Lee Conservancy Act 1874 as amended by the Lee Conservancy Act 1900 and the Lee Conservancy Act 1921; or

(*b*) by the granting of mortgages under the provisions of the Commissioners Clauses Act 1847 incorporated with this Act of all or any of the Board's properties revenues duties rates and charges (including their revenue derived from the Metropolitan Water Board other than the additional yearly sum for the exercise and execution by the Board of their powers and functions for preserving the purity of the water of the Lee and its tributaries);

or partly in one way and partly in the other.

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(3) The Board shall pay off or make provision for paying off any money borrowed under the authority of this Act within the period of sixty years from the date of borrowing and any money borrowed with the consent of the Minister of Transport within such period as may be prescribed by him (which periods shall respectively be deemed to be "the prescribed period" for the purposes of the enactments extended and applied to the borrowing of money by the Board by the section of this Act of which the marginal note is "Application of certain provisions of Lee Conservancy Act 1921").

Application of certain provisions of Lee Conservancy Act 1921.

54. The following sections of the Lee Conservancy Act 1921 shall with any necessary modifications extend and apply to the borrowing of money by the Board under the powers of this Act as if the same were re-enacted in this Act (that is to say):—

Section 17 (Mode of payment off of moneys borrowed);

Section 18 (Sinking fund).

Stock and mortgages to rank pari passu.

55.—(1) All stock issued by the Board under the Lee Conservancy Act 1874 or under that Act as amended by the Lee Conservancy Act 1900 or under the Lee Conservancy Act 1921 or under this Act and all mortgages granted by the Board after the passing of the Lee Conservancy Act 1874 under the authority of this or any previous Act shall rank equally as regards principal and interest without any priority or preference on any ground whatsoever.

(2) The words "other than the right to require "payment of the nominal principal money represented by "the debenture stock" in section 23 (Power to create debenture stock) of the Lee Conservancy Act 1874 shall not apply to redeemable debenture stock issued by the Board.

Contributions by certain authorities &c.

56.—(1) The London County Council the county councils of the counties of Essex Hertford and Middlesex and the Metropolitan Water Board may make contributions towards the expenses incurred by the Undertakers in the execution of the provisions of this Act.

(2) Any sum which the London County Council shall contribute in pursuance of this section shall be defrayed as a payment for general county purposes within the

meaning of the Local Government Act 1888 and the London County Council may borrow or otherwise provide such sum in accordance with the provisions of the London County Council (Finance Consolidation) Act 1912 as amended by subsequent Acts.

(3) Any sum which the council of an administrative county (other than the London County Council) shall contribute in pursuance of this section shall be deemed to be an expense for a general county purpose or a special county purpose in relation to such county or any portion thereof (according as such council may determine) and may be defrayed out of the appropriate account of the county fund or may be borrowed under and subject to the provisions of section 69 of the Local Government Act 1888 Provided that—

(*a*) moneys borrowed under the provisions of this subsection shall be repaid within a period of sixty years; and

(*b*) the consent of the Minister of Health shall not be necessary to the borrowing of such moneys or the period for repayment thereof.

(4) Any sum which the Metropolitan Water Board shall contribute in pursuance of this section may be defrayed out of the water fund of that board or may be borrowed under and in accordance with the provisions of the Metropolitan Water Board Act 1906 (as amended by any subsequent Act) relating to the borrowing of money:

Provided that—

(*a*) moneys borrowed by the Metropolitan Water Board under the provisions of this section shall be repaid within a period of sixty years and such period shall be deemed to be the prescribed period for the purposes of the said provisions of the Metropolitan Water Board Act 1906;

(*b*) the sanction of the Minister of Health shall not be necessary to the borrowing of such moneys or the period for the repayment thereof;

(*c*) the repayment of such moneys shall be effected either—

(i) by equal yearly or half-yearly instalments of principal or of principal and interest; or

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(ii) by means of a sinking fund; or

(iii) partly by such instalments and partly by a sinking fund; and

(*d*) every such instalment and payment to a sinking fund shall be paid out of the water fund of the Metropolitan Water Board and the first payment by instalments or to the sinking fund shall be made within twelve months after the date of the borrowing of the money in respect of which such payment is made.

Interpretation of Lee Conservancy Act 1921.

57. For the removal of doubt it is hereby declared that the power of the Minister of Health and the Minister of Transport to make an order under subsection (3) of section 5 (Increased payments by the Metropolitan Water Board) of the Lee Conservancy Act 1921 is exerciseable from time to time.

As to vessels sunk or stranded.

58.—(1) Whenever any vessel is sunk or stranded in the river Lee the Board may cause such vessel to be removed or in case of sunken vessels which it is not reasonably practicable to remove to be blown up or otherwise destroyed so as to clear the river therefrom and may recover from the owner of such vessel at the time of the sinking or stranding thereof all expenses incurred by the Board in or in connection therewith or in removing or saving any furniture tackle and apparel of the said vessel or any goods chattels and effects removed or saved from such vessel or in watching or controlling such vessel either summarily as a civil debt or as a debt in any court of competent jurisdiction:

Provided that—

(*a*) The Board may (if they think fit) detain any such vessel furniture tackle apparel goods chattels and effects as aforesaid for securing reimbursement to themselves for such expenses and on non-payment thereof on demand may after giving to such owner seven days' notice cause such vessel furniture tackle apparel goods chattels and effects or any part of the same respectively to be sold (in such manner as they think fit) and out of the proceeds of any such sale may reimburse themselves for any expenses incurred by them under the provisions of this section and shall hold the

surplus (if any) of such proceeds in trust for the persons entitled thereto and in case such proceeds shall be insufficient to reimburse the Board for such expenses the deficiency shall be paid to the Board by such owner on demand and in default of payment may be recovered as aforesaid;

(*b*) Except in cases of emergency the Board shall give to the owner of any vessel if known to them twenty-four hours' previous notice in writing before exercising the powers of this subsection and the owner may on giving notice before the expiration of such twenty-four hours be at liberty forthwith himself to remove blow up or destroy such vessel.

(2) If any vessel is left in the river for the period of seven days the Board after giving three days' notice to the owner if he is known to them may remove the vessel to a convenient place and the owner of the vessel shall pay to the Board the cost of removal and a sum not exceeding five shillings per day in respect of the period during which any part of the river is occupied by the vessel after the giving of such notice and any such cost and sum may be recovered as aforesaid.

If any sum payable to the Board under this subsection is not paid within one month after it becomes due the Board may break up sell or otherwise dispose of the vessel and any expense incurred by them in doing so after deducting the proceeds of the sale (if any) shall be repaid to them by the owner of the vessel at the time when it was removed and any expenses incurred by the Board as aforesaid which are not defrayed out of the proceeds of the sale (if any) shall be paid to the Board by the owner of the vessel at the time of its removal and may be recovered as aforesaid.

(3) In this section the expressions "the river Lee" and "the river" include the river Lee and the tributaries thereof and such of the waters connected therewith as are within the jurisdiction of the Board.

As to drawing down &c. of water.

59. Subject to the provisions of this Act the Board from time to time may—

(*a*) for the purpose of determining the height or depth of water at any place in the waters within

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their jurisdiction at the Three Mills Distillery or at any other suitable place or places in the waters within their jurisdiction fix head-water and low-water and such other marks as they may deem necessary; and

(*b*) regulate the opening shutting and management of the locks weirs and works on the waters within their jurisdiction and the drawing down or keeping back of the water by means of any of those locks weirs or other works:

Provided that if at any time the Corporation by notice in writing addressed to the Board allege that the powers conferred by paragraph (*b*) of this section are being operated to their detriment the extent to which and manner in which the Board shall exercise the said powers shall failing agreement between the Board and the Corporation be determined by arbitration.

Amendment of section 27 of Lee Conservancy Act 1900.

60. The provisions of section 27 (Prohibition of throwing ballast &c. in river) of the Lee Conservancy Act 1900 shall extend and apply to any person who without lawful excuse (the proof whereof shall lie upon him) puts any gravel stones earth mud ashes dirt soil or rubbish or any refuse from any manufactory in any place from which the same is likely to fall pass or be carried or thrown into any waters under the jurisdiction of the Board.

Arbitration.

61. Any difference or question which pursuant to this Act is to be settled by arbitration shall (except as otherwise provided by this Act or any enactment incorporated therewith) be referred to and determined by an arbitrator to be agreed upon between the parties in difference or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

Application of section 265 of Public Health Act 1875.

62. Section 265 (Protection of local authority and their officers from personal liability) of the Public Health Act 1875 shall extend and apply to the purposes of this Act as if the same were re-enacted herein.

Compensation how to be determined.

63. When any compensation costs damages or expenses is or are by this Act directed to be paid and the method for determining the amount thereof is not otherwise provided for such amount shall in case of dispute be ascertained in the manner provided by the Public Health Acts.

Recovery of demands.

64. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Judges not disqualified.

65. A judge of any court or a justice shall not be disqualified from acting in the execution of this Act by reason of his being liable to any rate.

Authentication and service of notices.

66.—(1) Where any notice or document under this Act requires authentication by the Board or the Corporation the signature of the clerk of the Board or the town clerk or any other duly authorised officer of the Board or the Corporation (as the case may be) shall be sufficient authentication.

(2) Notices demands orders and other documents required or authorised to be served under this Act may be served in the same manner as notices under the Public Health Act 1875 are by section 267 of that Act authorised to be served Provided that in the case of any company any such notice demand order or document shall be delivered or sent by post addressed to the secretary of the company at their principal office or place of business.

Saving for Messrs. J. and W. Nicholson and Company Limited.

67. Except as in this Act provided or so far as may be necessary for the purposes of the exercise of the powers of this Act nothing in this Act shall take away alter or abridge any right privilege exemption or immunity now enjoyed or vested in Messieurs J. and W. Nicholson and Company Limited their successors and assigns in relation to the Three Mills Distillery in the borough or the mill known as the Three Mills and the other premises adjacent thereto.

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Saving for Thames River (Prevention of Floods) Acts 1879 to 1929.

68. Nothing in this Act shall take away limit alter or prejudicially affect any right power authority jurisdiction or privilege of the London County Council or the Board or the Corporation under the provisions of the Thames River (Prevention of Floods) Acts 1879 to 1929.

Saving rights of Corporation as Commissioners of Sewers.

69. Nothing in this Act shall prejudice or affect the rights powers privileges or interests of the Corporation as successors of the Commissioners of Sewers for the levels of Havering Dagenham Ripple Barking East Ham West Ham Leyton Walthamstow Bromley and East Marsh in the respective counties of Essex Middlesex and Kent and in any case in which any river sewer drain pipe watercourse river wall defence or work under the jurisdiction or control of the Corporation as such successors (hereinafter referred to as an "existing work") is cut altered or interfered with or any work is substituted for an existing work under the powers of this Act the jurisdiction rights powers privileges and interests of the Corporation as such successors shall extend to and be exerciseable with reference to any such existing work as cut altered or interfered with or to any river sewer drain pipe watercourse river wall defence or work substituted for such existing work or any part thereof as the case may be.

Costs of Act.

70. The costs charges and expenses preliminary to and of and incidental to the preparing for obtaining and passing of this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall—

(*a*) so far as they are incurred by the Board be paid out of any moneys in their hands or out of moneys to be borrowed under this Act for that purpose; and

(*b*) so far as they are incurred by the Corporation be paid by the Corporation in the first instance out of the general rate fund and the general rate and all payments so made shall (except so far as they may be otherwise provided for) be repaid to the general rate fund out of moneys to be borrowed under this Act for that purpose.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

PORTIONS OF RIVERS TO BE STOPPED UP.

(*a*) So much of the Bow Back River the Pudding Mill River the City Mill River and the City Mill Tail Waters as will be situate southward of the intended diversion (Work No. 12) and northward of High Street Stratford; and

(*b*) so much of the Three Mills Back River as is situate under and southward of High Street Stratford.

SECOND SCHEDULE.

PART I.

(*a*) A strip of land partly in Poplar and partly in the borough adjoining the south-eastern side of the river Lee and the south-western side of the Pudding Mill River extending from the junction of the river Lee with the Lee Navigation at the flood gates to a point on the right bank of the Pudding Mill River 3·3 chains or thereabouts measured in a south-easterly direction from the junction of the Pudding Mill River with the river Lee.

(*b*) The bridge in the borough over the Pudding Mill River near Knobshill Cottage extending from a point on the right bank of the Pudding Mill River 3·2 chains or thereabouts measured in a south-easterly direction from the junction of the Pudding Mill River with the river Lee to a point on the left bank of the Pudding Mill River 3·6 chains or thereabouts measured in a south-easterly direction from the said junction.

(*c*) A strip of land in the borough adjoining the south-eastern side of the river Lee extending from the eastern extremity of the last-mentioned bridge to the commencement of the intended Work No. 6 such strip of land having a width varying from 30 feet at Knobshill Cottage to 100 feet at the commencement of the said intended Work No. 6.

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(*d*) A strip of land in Poplar adjoining the right bank of the river Lee and extending between points respectively 8·5 chains and 10·3 chains or thereabouts measured in a south-westerly direction from the southern end of the western abutment of Carpenters Road Bridge.

PART II.

(*a*) Lands in the borough bounded on the north by the southern side of the premises numbered 76–78 in Bisson Road on the east by Bisson Road on the south by an imaginary straight line 75 feet in length drawn parallel with and at a distance of 80 feet from the south-eastern boundary of the said premises on the west by an imaginary straight line drawn parallel with the western side of Bisson Road and extending from the western extremity of the last-mentioned imaginary straight line to a point near the south-western corner of the said premises.

(*b*) Lands in the borough bounded on the east by Leggatt Road on the south by Claypole Road on the west by Bisson Road and on the north by an imaginary straight line drawn parallel with and at a distance of 80 feet from the northern side of Claypole Road.

THIRD SCHEDULE.

PROPERTIES OF WHICH PARTS ONLY MAY BE ACQUIRED.

Area.	Nos. on deposited plans.
County of London Metropolitan borough of Poplar.	2 4 5 and 6.
County of Essex County borough of West Ham.	2 3 7 15 17 34 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 60 66 68 71 79 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 113 114 115 116 117 118 119.

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