



## CHAPTER 1.

An Act to enable the council of the city of Westminster and the Duke of Westminster and his successors in title as owners of the Millbank Estate to make provision for rehousing the working class inhabitants of the said estate to make street improvements in connection with the redevelopment of the said estate and to make agreements for the provision of the money required for those purposes. [10th May 1929.]

A.D. 1929.

**W**HEREAS the city of Westminster (hereinafter referred to as "the city") in the administrative county of London is a metropolitan borough constituted under the London Government Act 1899 and is under the management and control of the mayor aldermen and councillors of the city (hereinafter referred to as "the Council"):

And whereas lands in the city known and hereinafter referred to as "the Millbank Estate" form part of the Grosvenor settled estates which under the provisions of a deed of settlement (hereinafter referred to as "the Grosvenor Settlement") dated the fifteenth day of February nineteen hundred and one are now vested and are so declared to be vested by a vesting deed dated the first day of January nineteen hundred and twenty-six in the Most Noble Hugh Richard Arthur Duke of Westminster (hereinafter referred to as "the Duke") in fee

[Ch. 1.] *Westminster City* [19 & 20 GEO. 5.]  
(*Millbank*) *Improvement Act, 1929.*

A.D. 1929. simple upon the trusts of the Grosvenor Settlement of which the Right Honourable Reginald McKenna and Sir Vincent Wilberforce Baddeley are the trustees:

— And whereas the Millbank Estate lies to the south of Horseferry Road and extends westwards from the river Thames and is a built up area intersected by Page Street Marsham Street Vincent Street Esher Street Kensington Place Hudson's Terrace Johnson Street and Hinchliffe Street and is covered by dwelling-houses and industrial and commercial buildings erected for the most part in the early years of the nineteenth century:

And whereas most of the dwelling-houses on the Millbank Estate are occupied by persons of the working classes and are worn out and require reconstruction or complete renovation and the industrial and commercial buildings have been altered from their original uses and are not wholly suitable for the purposes to which they are now applied:

And whereas by the overflowing of the river Thames on the night of the sixth and morning of the seventh days of January nineteen hundred and twenty-eight much injury was caused to the buildings on the Millbank Estate:

And whereas the Duke and the Council desire to co-operate in improving the Millbank Estate and in facilitating the rehousing of the working class inhabitants of the Millbank Estate in new and improved dwellings in the neighbourhood of their existing homes but have been unable to accomplish those objects without the powers granted by this Act:

And whereas the Council are the owners of houses for the occupation of the working classes known as Regency Street Dwellings situated near the western extremity of the Millbank Estate and the Council have recently undertaken the erection of additional houses for the occupation of the working classes on land purchased from the Duke adjoining the Regency Street Dwellings:

And whereas the Duke and the Council have agreed upon an improvement scheme described in the First Schedule to this Act for the replanning of the Millbank Estate and the said improvement scheme comprises—

1. The grant by the Duke to the Council of a lease for 999 years at the rent of one shilling a year

of an area of about five acres of land for the purposes of the Grosvenor housing scheme hereinafter mentioned; A.D. 1929.

2. The gift by the Duke to the Council out of capital moneys in the hands of the trustees of the Grosvenor Settlement of a contribution towards the cost of the carrying out of the Grosvenor housing scheme and of the street improvements hereinafter specified;
3. The carrying out by the Council of a housing scheme entitled "the Grosvenor housing scheme" by the erection of a sufficient number of new dwelling-houses to rehouse the working class inhabitants on the Millbank Estate;
4. The making of a new street which will provide improved through communication between Lambeth Bridge and Vauxhall Bridge Road and the closing of several existing streets;
5. The replanning and redevelopment of the remainder of the Millbank Estate by the erection of new and modern buildings:

And whereas by the London County Council (Lambeth Bridge) Act 1924 the London County Council are authorised to rebuild Lambeth Bridge which is now closed for vehicular traffic and in connection with the rebuilding of the said bridge the London County Council have made provision for street improvements on the Millbank Estate at Grosvenor Road and Horseferry Road adjacent to the said bridge:

And whereas the whole of the lands of the Millbank Estate are let on a lease dated the thirty-first day of December nineteen hundred and twenty and granted by the Duke to Holland & Hannen and Cubitts Limited and the said lease will expire on the twentieth-fourth day of June nineteen hundred and thirty-four and the lessees under the said lease have agreed with the Duke to surrender their lease in order that the improvement scheme may be carried out:

And whereas portions of the lands of the Millbank Estate are occupied by tenants holding under subleases or agreements from the said lessees:

And whereas it is expedient that the improvement scheme should be confirmed and made binding on the

[Ch. 1.] *Westminster City* [19 & 20 GEO. 5.]  
*(Millbank) Improvement Act, 1929.*

A.D. 1929. Council and the Duke and their respective successors in title and it would be beneficial to the health of the inhabitants that the improvement scheme should be carried into effect forthwith and with that object it is expedient that powers should be granted for the compulsory acquisition of lands and for the removal of the inhabitants of the dwelling-houses intended to be demolished :

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

And whereas estimates have been prepared by the Council of the cost to be incurred for the purposes herein-after mentioned and such estimates are as follows :—

For the Grosvenor housing scheme—	£
To be contributed by the Duke -	113,650
To be borne by the Council -	317,950
Total -	<u>431,600</u>

For the making of the new streets—	
To be contributed by the Duke -	18,000
To be borne by the Council -	22,000
Total -	<u>40,000</u>

And whereas the several works included in such estimates are permanent works and it is expedient that the cost of so much thereof as shall be borne by the Council should be spread over a term of years :

And whereas in relation to the promotion of the Bill for this Act the requirements of the Borough Funds Acts 1872 and 1903 have been observed and the approval of the Minister of Health has been obtained :

And whereas a plan showing the line of the new streets authorised by this Act and showing the lands required or which may be taken or used compulsorily for the purposes or under the powers of this Act and sections showing the levels of the new streets and also a book of reference to such plan containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerk of the peace for the county of London and

such plan sections and book of reference are respectively referred to as the deposited plan sections and book of reference : A.D. 1929.

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

1. This Act may be cited as the Westminster City Short title.  
(*Millbank*) *Improvement Act 1929.*

2. In this Act the expression—

Interpreta-  
tion.

“ The city ” means the metropolitan borough and city of Westminster ;

“ The Council ” means the mayor aldermen and councillors of the city and their successors in office ;

“ The Duke ” means the Most Noble Hugh Richard Arthur Duke of Westminster ;

“ The Millbank Estate ” means the lands in the city near to the river Thames at Lambeth Bridge and lying to the south of Horseferry Road and forming part of the Grosvenor settled estates and vested by a vesting deed dated the first day of January nineteen hundred and twenty-six in the Duke in fee simple upon the trusts of a settlement dated the fifteenth day of February nineteen hundred and one and hereinafter referred to as “ the Grosvenor Settlement ” ;

“ The owners of the Millbank Estate ” means the Duke and his successors in title to the Millbank Estate or any part thereof ;

“ The trustees of the Grosvenor Settlement ” means the Right Honourable Reginald McKenna and Sir Vincent Wilberforce Baddeley or other the trustees for the time being of the Grosvenor Settlement ;

“ Capital moneys ” means capital moneys from time to time in the hands of the trustees of the Grosvenor Settlement ;



A.D. 1929.

“The improvement scheme” means the Millbank Improvement and Grosvenor Housing Scheme described in the First Schedule to this Act;

“The Grosvenor housing scheme” means so much of the improvement scheme as relates to the erection by the Council of buildings on the Millbank Estate for the purpose of rehousing;

“The general rate” means the rate or rates levied and collected in the city and defined by section 10 of the London Government Act 1899 as the general rate;

“The Rent Restriction Acts” means the Rent and Mortgage Interest (Restrictions) Acts 1920 to 1925 and any Act amending the same;

“The street improvements” means the new streets (Nos. 1 and 2) authorised by this Act and any alteration in the level of Page Street that may be made under the powers of this Act in connection with the making of the said new streets or either of them.

Incorporation of  
Lands  
Clauses  
Acts.

**3.** The Lands Clauses Acts are hereby incorporated with and form part of this Act with the exception that the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the seal of the Council and shall be sufficient without the addition of the sureties mentioned in that section:

Provided always that except as otherwise provided in this Act any question of disputed compensation under this Act or any Act incorporated therewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the owners of the Millbank Estate and the person claiming the compensation or in default of such agreement appointed by the Minister of Health on the application of either party.

Confirming  
improvement  
scheme.

**4.** The improvement scheme is hereby confirmed and made binding on the Council and the owners of the Millbank Estate subject to the provisions of this Act and it shall be the duty of the owners of the Millbank Estate and the Council to carry their respective parts of the said scheme into execution as soon as practicable.

5. The heads of agreement set forth in the Second Schedule to this Act and made between the Council and the Duke are hereby confirmed and made binding on the Council and the owners of the Millbank Estate and shall be carried into effect accordingly. Provided that if there be any inconsistency between the said heads of agreement and this Act this Act shall prevail.

A.D. 1929.  
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Confirming heads of agreement between Council and Duke.

6. The owners of the Millbank Estate shall grant to the Council a lease of the lands and buildings on the Millbank Estate shown on the deposited plan and marked thereon "Area for Grosvenor Housing Scheme" Such lease shall be for a term of nine hundred and ninety-nine years from the first day of August nineteen hundred and twenty-eight at a yearly rent of one shilling and shall be and be expressed to be subject to the rights of all existing tenants and occupiers of the said lands and buildings and shall contain among other provisions a covenant by the Council to pay the said rent and all rates taxes assessments and impositions of whatsoever kind and on whomsoever imposed and a covenant to use the said lands for the purposes of the Grosvenor housing scheme and for no other purpose.

Lease of lands for Grosvenor housing scheme.

7. For the purposes of the improvement scheme the owners of the Millbank Estate may subject to the provisions of this Act purchase compulsorily the interests of the tenants of the lands and buildings on such part of the Millbank Estate shown on the deposited plan within the line marked thereon "Limit of land to be acquired compulsorily" as is not included in the area of the Grosvenor housing scheme and all moneys required for such purchase shall at the request of the owners of the Millbank Estate be provided by the trustees of the Grosvenor Settlement out of capital moneys.

Owners of Millbank Estate may purchase lands compulsorily.

8. For the purposes of the Grosvenor housing scheme the Council may subject to the provisions of this Act purchase compulsorily the interests of the tenants of the lands and buildings shown on the deposited plan and included in the area marked thereon "Area for Grosvenor Housing Scheme" Provided that any question of disputed compensation shall be determined in accordance with the provisions of the Acquisition of Land (Assessment of Compensation) Act 1919.

Purchase of lands for Grosvenor housing scheme.

A.D. 1929.

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Power to  
recover  
possession  
of dwelling-  
houses  
required for  
improve-  
ment  
scheme.

9.—(1) For the purpose of carrying the improvement scheme into execution the owners as defined in this section shall be entitled notwithstanding anything contained in the Rent Restriction Acts to recover possession from the tenant or occupier of any dwelling-house on the Millbank Estate to which the Rent Restriction Acts apply on giving due notice to terminate the tenancy of such house and on complying with the following conditions :—

- (a) The owners shall by notice in writing signed by their duly authorised agent offer to the occupier of the house alternative living accommodation in dwellings to be provided by the Council under the Grosvenor housing scheme or elsewhere on the Millbank Estate such accommodation being reasonably sufficient as a residence for the occupier and his family. The rents chargeable for such accommodation shall be such rents as the Council shall think reasonable having regard to the rents charged by the Council for similar accommodation in dwellings for the working classes belonging to the Council in the neighbourhood;
- (b) The notice shall state the date when the occupier will be required to remove;
- (c) The offer of the owners shall be accompanied by a certificate from the town clerk of the city that such alternative accommodation is or will be completed fit and ready for occupation by the occupier to whom it is offered on or before the date of removal specified in the notice;
- (d) If within one month of the date of the notice the offer shall not have been accepted by the occupier the owners may apply to the court and the court if satisfied that the owners have complied with the requirements of this section shall notwithstanding anything in the Rent Restriction Acts grant an order for possession of the premises;
- (e) For the purposes of this section the expression "the court" means the Westminster County Court and the expression "the owners" means the Council as regards any such dwelling-house



on the area for the Grosvenor housing scheme and the owners of the Millbank Estate as regards any such dwelling-house on the remainder of the Millbank Estate. A.D. 1929.

(2) An occupier accepting alternative accommodation under this section in a dwelling provided by the Council shall be deemed to be a tenant of the Council and shall be subject to the Council's conditions and regulations for the time being in force relating to the house which he accepts.

(3) A copy of this section shall be endorsed on every notice served by the owners for recovery of possession under this section.

**10.** Subject to the provisions of this Act the Council may make and maintain in the line and situation shown upon the deposited plan and according to the levels shown upon the deposited sections the following streets together with all such incidental works and conveniences as may be necessary or proper (that is to say) :— Power to make new streets.

A new street (No. 1) commencing by a junction with Horseferry Road on the south side thereof opposite Dean Bradley Street and terminating by a junction with Page Street on the north side thereof at a point thirty-three yards or thereabouts eastwards from the eastern building line of Johnson Street;

A new street (No. 2) commencing by a junction with Page Street on the south side thereof opposite the termination of the new street (No. 1) and terminating by a junction with Dundonald Street at the south-eastern corner of Morland Buildings.

**11.**—(1) The owners of the Millbank Estate shall dedicate as a public highway so much of the lands forming part of the Millbank Estate within the limits of deviation shown upon the deposited plan as may be required by the Council for the making of the new streets authorised by this Act. Lands for new streets

(2) Subject to the provisions of this Act the Council may purchase compulsorily and enter upon take and use so much of the lands not forming part of the Millbank

A.D. 1929. Estate within the limits of deviation shown on the deposited plan as may be required by the Council for the making of the new street (No. 2) authorised by this Act Provided that any question of disputed compensation shall be determined in accordance with the provisions of the Acquisition of Land (Assessment of Compensation) Act 1919.

Power to  
close certain  
streets.

12.—(1) For the purpose of facilitating the making of the street improvements and of providing a site for the erection by the Council of new dwellings under the Grosvenor housing scheme and otherwise for the purpose of carrying out the improvement scheme the following streets and parts of streets may be stopped up by the Council and the owners of the Millbank Estate respectively in the events and upon the conditions hereafter in this section prescribed:—

By the Council on the passing of this Act—

Esher Street

Kensington Place;

By the Council on the completion of the new street (No. 1)—

Johnson Street between Horseferry Road and Page Street;

By the Council on the completion of the new street (No. 2)—

Johnson Street between the south end thereof and Page Street;

By the Owners of the Millbank Estate on the passing of this Act—

Hudson's Terrace

Hinchliffe Street:

But no such street or part of a street shall be stopped up unless the Council or the owners of the Millbank Estate as the case may be are owners in possession of all houses and premises abutting thereon except so far as the lessees and occupiers of those houses and premises may otherwise agree.

(2) Upon such stopping up as aforesaid, all public rights of way over the streets or parts of streets stopped up shall be extinguished.

(3) The Council and the owners of the Millbank Estate respectively shall on the stopping up of any streets under the powers of this section forthwith give notice thereof to the London County Council. A.D. 1929.  
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**13.**—(1) Subject to the provisions of this Act the Council for the purposes and during the making of any of the street improvements may stop up or cause to be stopped up temporarily all or any part of any carriageway or footway of any street as they shall think necessary and may put or cause to be put up in connection with the street improvements sufficient palisades hoardings bars posts and other erections and may construct temporary works for keeping any such carriageway and footway open for traffic. Power to stop up streets temporarily.

(2) The Council shall provide reasonable access for all persons bonâ fide going to or returning from any house in any street of which the carriageway or footway is stopped up under the powers of this section.

**14.** Subject to the provisions of this Act the Council may in connection with the street improvements and the closing of the existing streets authorised by this Act execute or do any of the following works or things:— Alteration of pipes and wires.

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

“Apparatus” includes drains watercourses and mains pipes tubes cables wires or apparatus laid down or used for carrying conveying or supplying a supply of water or water for hydraulic power gas or electricity or for telegraphic or other purposes standards and brackets carrying street lamps and street refuges posts and other structures and works;

“Undertakers” means the company body or person to whom any apparatus in relation to which the expression is used belongs;

“The permitted works” means all such works and things as the Council are by this section authorised to do for the purpose of the street improvements;

“The Council” means the Council in relation to the closing of Esher Street Kensington Place and Johnson Street and the owners of the Millbank Estate in relation to the closing of Hudson’s Terrace and Hinchliffe Street:

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- (2) The Council may so far as may be reasonably necessary and (if and when reasonably required by the undertakers) shall remove divert alter the position of or carry out any other alterations to any apparatus and may remove any other obstruction in under or near the existing streets causing as little detriment and inconvenience as circumstances admit and making reasonable compensation for any damage caused by the execution of the permitted works. Provided that before the Council execute any of the permitted works relating to any apparatus they shall (except in cases of emergency) give to the undertakers notice of their intention to do so such notice to be given seven days at least before the commencement of the execution of the permitted works and such works shall be done under the superintendence (at the expense of the Council) of the undertakers unless the undertakers refuse or neglect to give such superintendence at the time specified in the notice for the commencement of such works or discontinue the same during the execution of such works and the Council shall execute such works to the reasonable satisfaction of the undertakers :
- (3) If within seven days after notice under subsection (2) of this section has been served upon any undertakers those undertakers so elect they shall themselves execute such works to their apparatus as may be necessary for the purposes of this section and the reasonable cost of executing such works shall be repaid to them by the Council. Provided that such works shall be carried out in accordance with the directions and to the reasonable satisfaction of the Council :
- (4) If any difference arises between the Council and any undertakers touching the amount of any compensation or cost to be paid by the Council under the foregoing provisions of this section or touching any work matter or thing to be done or executed by the Council or by such undertakers under such provisions with reference to any apparatus or touching the mode of doing or executing the same such difference shall be settled by an engineer to be agreed upon by the

[19 & 20 GEO. 5.] *Westminster City* [Ch. 1.]  
(*Millbank*) *Improvement Act, 1929.*

Council and the undertakers or failing agreement by such engineer as shall on the application either of the Council or of the undertakers be named by the President of the Institution of Civil Engineers. A.D. 1929.  
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15. Notwithstanding anything contained in the last preceding section of this Act the Council shall not remove divert or alter the position of or carry out any other alterations to 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. As to telegraphic lines of Postmaster-General.

16. Within the limits of deviation of the new streets shown on the deposited plan the Council may raise sink or otherwise alter the position of any of the steps areas or cellars windows and pipes or spouts belonging to any house or building and may remove all other obstructions so that the same may be done with as little delay and inconvenience to the inhabitants as the circumstances will admit and the Council shall make compensation to any person entitled to an interest in such house or building for any damage done by the Council in the execution of the powers of this section. Alteration of steps areas &c.

17. In the construction of the new streets authorised by this Act the Council may deviate from the frontage lines thereof as shown on the deposited plan to any extent not exceeding the limits of deviation shown on the deposited plan and from the levels thereof as shown on the deposited sections to any extent upwards or downwards not exceeding three feet and in the event of the Council deviating from the levels of streets (Nos. 1 and 2) as shown on the deposited sections they may raise the level of Page Street between Grosvenor Road and Marsham Street to any extent not exceeding five feet. Limits of deviation for new streets and alteration of level of Page Street.

18. The powers for the compulsory purchase of lands for the purposes of this Act shall continue for four years after the passing of this Act and shall then cease. Period for compulsory purchase of lands.

19. If the street improvements are not completed within a period of five years from the passing of this Act then on the expiration of that period the powers of the Council under this Act for the making thereof or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed. Period for completion of new streets.



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Persons  
under  
disability  
may grant  
easements  
&c.

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

Correction  
of errors in  
deposited  
plan and  
book of  
reference.

**21.** If there be any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plan or specified in the deposited book of reference the owners of the Millbank Estate or the Council as the case may be after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to a metropolitan police magistrate for the correction thereof and if it shall appear to the magistrate that the omission mis-statement or wrong description arose from mistake he shall certify the same accordingly and he shall in his certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county of London and such certificate shall be kept by such clerk with the other documents to which the same relates and thereupon the deposited plan and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the owners of the Millbank Estate or the Council as the case may be to take the lands and execute the works in accordance with such certificate.

As to  
private  
rights of  
way over  
lands taken  
compul-  
sarily.

**22.** All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of their acquisition be extinguished Provided that the owners of the Millbank Estate or the Council as the case may be shall make full compensation to all parties interested in respect of any such rights and all moneys required by the said owners for the purpose of such compensation shall at their request be provided by the trustees of the Grosvenor Settlement out of capital moneys.

**23.** The owners of the Millbank Estate or the Council as the case may be and their surveyors officers and workmen and any person duly authorised by them respectively in writing may at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards twelve hours' previous notice enter upon and into the lands and buildings which may be taken or used under the powers of this Act or any of them for the purpose of surveying and valuing the said lands and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and buildings.

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Power to enter upon property for survey and valuation.

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

Costs of arbitration &c. in certain cases.

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

Provided also that this section shall be applicable only in cases where the notice to treat under the Lands

A.D. 1929. Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Compensation in cases of recently altered buildings.

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

Management of dwelling-houses.

**26.** The Council shall have in respect of any dwelling-houses provided by them under the powers of this Act the same powers of management regulation and inspection as are conferred upon a local authority by the provisions of sections 67 68 and 69 of the Housing Act 1925.

Contribution by owners of Millbank Estate to Grosvenor housing scheme.

**27.**—(1) The owners of the Millbank Estate shall forthwith upon the passing of this Act request the Trustees of the Grosvenor Settlement to pay to the Council out of capital moneys a sum or sums not exceeding in the whole one hundred and thirteen thousand six hundred and fifty pounds as a contribution towards the cost of the Grosvenor housing scheme.

(2) The Council shall at intervals of not less than three months furnish to the trustees of the Grosvenor Settlement certificates signed by the city engineer of the amounts from time to time spent by the Council in respect of the Grosvenor housing scheme and the trustees of the Grosvenor Settlement shall forthwith on receipt of each such certificate pay to the Council out of capital moneys a sum bearing such proportion to the amount so certified as the sum of one hundred and thirteen thousand six hundred and fifty pounds bears to the total estimated cost of the Grosvenor housing scheme as stated in the preamble to this Act but so that on the completion of the Grosvenor housing scheme the full sum of one hundred and thirteen thousand six hundred and fifty pounds shall be payable to the Council.

**28.** The owners of the Millbank Estate shall within one month from the opening of the new streets (Nos. 1 and 2) request the trustees of the Grosvenor Settlement to repay and the trustees of the Grosvenor Settlement shall within one month from the receipt of such request repay to the Council out of capital moneys such sum as may be expended by the Council with the approval of the owners of the Millbank Estate in and incidental to the making and sewerage of the new streets (Nos. 1 and 2) so far as the same are situated upon the Millbank Estate after crediting any contributions to the total cost of the said streets received by the Council from the London County Council and the Ministry of Transport or either of them and after deducting a contribution by the Council of twenty-five per cent. of the balance of such sum as aforesaid or five thousand pounds whichever shall be the less amount.

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 Contribution by owners of Millbank Estate to cost of new street.

**29.** It is hereby declared that all moneys by this Act authorised or directed to be provided by the trustees of the Grosvenor Settlement out of capital moneys shall for all purposes and as between all persons interested in the Grosvenor settled estates be deemed to have been properly so provided and no person from time to time entitled to the income of the Grosvenor settled estates or any part thereof shall be liable to replace out of such income or otherwise any part of the capital moneys so provided.

As to capital moneys provided by trustees of Grosvenor Settlement.

**30.** The Council may from time to time borrow on the security of the general rate for the purposes mentioned in the first column of the following table the respective sums mentioned in the second column thereof and they shall pay off all money so borrowed within the respective periods mentioned in the third column thereof (namely):—

Power to Council to borrow.

Purpose.	Amount.	Period for Repayment.
(a) For carrying out the Grosvenor housing scheme.	£ 317,950	Sixty years from the date or dates of borrowing.
(b) For the making of the street improvements authorised by this Act.	22,000	Thirty years from the date or dates of borrowing.

A.D. 1929.

Application  
of money  
borrowed.

Provi-  
sions of  
Metropolis  
Manage-  
ment Acts  
as to  
borrowing  
to apply.

**31.** All money borrowed by the Council under the powers of this Act shall be applied only to the purposes for which it is authorised to be borrowed and to which capital is properly applicable.

**32.** The following provisions of the Metropolis Management Act 1855 and the Metropolis Management Amendment Act 1862 shall so far as applicable and with the necessary modifications and subject to the provisions of this Act extend and apply to moneys which the Council are by this Act authorised to borrow (that is to say):—

The Metropolis Management Act 1855—

Section 183 (Power to boards and vestries to borrow money on mortgage);

Section 185 (Form of mortgage);

Section 186 (Repayment of money borrowed at a time agreed upon);

Section 187 (Power to borrow to pay off existing securities);

Section 188 (Payment of principal and interest may be enforced by the appointment of a receiver);

Section 189 (Transfer of mortgages);

Section 190 (Sinking fund to be formed for paying off mortgages).

The Metropolis Management Amendment Act 1862—

Section 19 (Parties lending money to Metropolitan Board or vestries or district boards not bound to inquire into application of money regularity of proceedings &c.):

Provided that the sanction of the London County Council shall not be required for any borrowing under the powers of this Act:

Provided further that the said section 190 shall have effect as if for the reference to two pounds per cent. there were substituted a reference to such sum as will be sufficient to repay the money borrowed within the period sanctioned in respect of the loan.

Expenses  
of execution  
of Act.

**33.** Any expenses of the execution by the Council of this Act with respect to which no other provision is made shall be defrayed by the Council out of the general rate.



**34.** The Council shall not be bound or concerned to see to the execution of any trust whether express or implied or constructive to which any loan or security for loan borrowed given or issued by them may be subject but the receipt of the person in whose name any loan or security for loan stands in the register thereof shall from time to time be sufficient discharge to the Council in respect thereof notwithstanding any trusts to which such loan or security may be subject and whether or not the Council have had express or implied notice of any such trust or of any charge or incumbrance upon or transfer of such loan or security or any part thereof or interest thereon not entered on their register and the Council shall not be bound or concerned to see to the application of the money paid on any such receipt or be answerable or accountable for any loss misapplication or non-application of any such money.

A.D. 1929.

Council  
not to  
regard  
trusts.

**35.** The Council shall pay off all money borrowed by them under the powers of this Act either by equal yearly or half-yearly instalments of principal or of principal and interest combined or by means of a sinking fund or partly by one of those methods and partly by another or others of them and the payment of the first instalment or the first payment to the sinking fund shall be made within twelve months or when the money is repaid by half-yearly instalments within six months from the date of borrowing.

Mode of  
payment off  
of money  
borrowed.

**36.** The execution by the Council of the Grosvenor housing scheme shall be in full discharge and satisfaction of all obligations of the undertakers under the Housing Act 1925 with regard to the erection of houses for the accommodation of persons of the working classes in connection with the exercise of the powers of this Act.

Execution of  
Grosvenor  
housing  
scheme to be  
a discharge of  
obligations  
under  
Housing  
Act 1925.

**37.** Nothing in this Act shall exempt any buildings erected altered reconstructed or enlarged by the Council under the powers of this Act from the provisions of the London Building Acts 1894 to 1928 and any Act amending those Acts and any byelaws and regulations made thereunder.

Saving for  
London  
Building  
Acts.

**38.** For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in

For  
protection  
of Metro-  
politan

A.D. 1929. writing between the Council and the board have effect  
(that is to say) :—

Water  
Board.

- (1) Notwithstanding the stopping up temporarily of any street under the powers of this Act the board their engineers and workmen and others in their employ shall at all times have all such rights of access to all or any mains pipes or other works or apparatus (all of which are in this section referred to as "apparatus") of the board situate in or under such street as they had immediately before the date of the passing of this Act and shall be at liberty to execute and do all such works and things in upon or under such street as may be necessary for inspecting repairing maintaining removing or renewing such apparatus :
- (2) Not less than one month before commencing to alter the level of any part of Page Street or to execute any work under the powers of this Act in or under any street in or under which any apparatus of the board is situate the Council shall give to the board notice in writing of their intention to make such alteration or to execute such work together with a plan section and description of such alteration or work :
- (3) At any time within twenty-one days after the receipt of any such notice as aforesaid relating to an alteration of the level of Page Street which would if carried into execution raise the level of the surface of the street more than five feet above any apparatus of the board laid thereunder the board may by notice in writing require the Council to raise such apparatus to such extent as the board may deem necessary in connection with such alteration of level and the Council shall comply with such requirement :  
Provided that if the board at the time of giving such notice express their intention themselves to execute any such works as are referred to in this subsection they may by their own engineer and workmen or contractors execute the same and shall do so with all reasonable dispatch and the Council shall on demand repay to the board the amount of the expense reasonably incurred by them in so doing :

A.D. 1929.

- (4) Notwithstanding any other provision of this Act no apparatus of the board shall be removed raised sunk or otherwise altered in position nor shall anything be done which may impede the passage of water into or through any apparatus in any manner other than the board shall approve unless and until in any such case such good and sufficient apparatus as may be reasonably necessary for continuing the supply of water shall have been first provided laid down and made ready for use :
- (5) The Council shall bear and pay to the board the amount of any expenses reasonably incurred by the board in connection with the removal or any alteration of any private communication pipes rendered necessary by reason or in consequence of the exercise of the powers of this Act and shall indemnify the board against all claims and demands by the owners of such communications pipes or the owners or occupiers of premises supplied by means thereof :
- (6) All works to be executed or provided by the Council under this Act in connection with any apparatus of the board shall subject as hereinbefore provided be so executed or provided to the reasonable satisfaction and under the superintendence (if after reasonable notice in writing from the Council such superintendence be given) of the engineer of the board :
- (7) If in the exercise by the Council of any of the powers of this Act any damage to any apparatus or property of the board or any interruption in the supply of water by the board shall be caused the Council shall bear and pay the cost reasonably incurred by the board in making good such damage and shall make full compensation to the board for any loss sustained by them by reason of such interruption of supply and shall indemnify the board against all claims demands proceedings costs damages and expenses which may be made or taken against or recovered from or incurred by the board by reason or in consequence of any such damage or interruption :

[Ch. 1.] *Westminster City* [19 & 20 GEO. 5.]  
(*Millbank*) *Improvement Act, 1929.*

A.D. 1929.  
—

- (8) In the execution by the Council or the board of the lowering raising alteration or diversion of any apparatus of the board or of any work affecting any such apparatus such temporary support as the board may reasonably require shall be provided (at the expense of the Council) by the Council or the board (as the case may be) for preventing any damage to such apparatus :
- (9) The Council shall bear and pay the cost reasonably incurred by the board in the employment of watchmen and inspectors with reference to and during the execution by the Council of any works affecting or likely to affect any apparatus of the board :
- (10) The reasonable expense of all repairs and renewals of any apparatus of the board or any works in connection therewith which may be rendered necessary by or in consequence of the acts or defaults of the Council their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of any subsidence resulting from the works of the Council whether during the construction or after the completion of such works shall be borne by the Council and paid by them on demand to the board :
- (11) Where by reason or in consequence of the exercise of any of the powers of this Act any apparatus of the board is rendered derelict or unnecessary the Council shall pay to the board the value of such apparatus so rendered derelict or unnecessary unless substituted apparatus is provided :
- (12) If any difference shall arise between the Council and the board under this section (other than a difference as to the meaning or construction of this section) such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the

provisions of the Arbitration Act 1889 shall apply to any such reference : A.D. 1929.

- (13) The provisions of this section shall be in addition to and not in substitution for any other provisions of this Act to the benefit of which the board would have been entitled if this section had not been enacted.

**39.** 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 Council and the company have effect (that is to say):— For protection of Gas Light and Coke Company.

- (1) Notwithstanding the stopping up temporarily of any street under the powers of this Act the company their engineers and workmen and others in their employ shall at all times have all such rights of access to all or any mains pipes or other works or apparatus (all of which are in this section referred to as "apparatus") of the company situate in or under such street as they had immediately before the date of the passing of this Act and shall be at liberty to execute and do all such works and things in upon or under such street as may be necessary for inspecting repairing maintaining removing or renewing such apparatus :

- (2) Not less than one month before commencing to alter the level of any part of Page Street or to execute any work under the powers of this Act in or under any street in or under which any apparatus of the company is situate the Council shall give to the company notice in writing of their intention to make such alteration or to execute such work together with a plan section and description of such alteration or work :

- (3) At any time within twenty-one days after the receipt of any such notice as aforesaid relating to an alteration of the level of Page Street which would if carried into execution raise the level of the surface of the street more than five feet above any apparatus of the company laid thereunder the company may by notice in writing require the Council to raise such



A.D. 1929.  
—

apparatus to such extent as the company may deem necessary in connection with such alteration of level and the Council shall comply with such requirement :

Provided that if the company at the time of giving such notice express their intention themselves to execute any such works as are referred to in this subsection they may by their own engineer and workmen or contractors execute the same and shall do so with all reasonable dispatch and the Council shall on demand repay to the company the amount of the expense reasonably incurred by them in so doing :

- (4) Notwithstanding any other provision of this Act no apparatus of the company shall be removed raised sunk or otherwise altered in position nor shall anything be done which may impede the passage of gas into or through any apparatus in any manner other than the company shall approve unless and until in any such case such good and sufficient apparatus as may be reasonably necessary for continuing the supply of gas shall have been first provided laid down and made ready for use :
- (5) All works to be executed or provided by the Council under this Act in connection with any apparatus of the company shall subject as hereinbefore provided be so executed or provided to the reasonable satisfaction and under the superintendence (if after reasonable notice in writing from the Council such superintendence be given) of the engineer of the company :
- (6) If in the exercise by the Council of any of the powers of this Act any damage to any apparatus or property of the company or any interruption in the supply of gas by the company shall be caused the Council shall bear and pay the cost reasonably incurred by the company in making good such damage and shall make full compensation to the company for any loss sustained by them by reason of such interruption of supply and shall indemnify the company against all claims demands proceedings

costs damages and expenses which may be made or taken against or recovered from or incurred by the company by reason or in consequence of any such damage or interruption or of any fire or explosion caused directly or indirectly by an escape of gas resulting from any such damage :

- (7) In the execution by the Council or the company of the lowering raising alteration or diversion of any apparatus of the company or of any work affecting any such apparatus such temporary support as the company may reasonably require shall be provided (at the expense of the Council) by the Council or the company (as the case may be) for preventing any damage to such apparatus :
- (8) The Council shall bear and pay the cost reasonably incurred by the company in the employment of watchmen and inspectors with reference to and during the execution by the Council of any works affecting or likely to affect any apparatus of the company :
- (9) The reasonable expense of all repairs and renewals of any apparatus of the company or any works in connection therewith which may be rendered necessary by or in consequence of the acts or defaults of the Council their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of any subsidence resulting from the works of the Council whether during the construction or after the completion of such works shall be borne by the Council and paid by them on demand to the company :
- (10) Where by reason or in consequence of the exercise of any of the powers of this Act any apparatus of the company is rendered derelict or unnecessary the Council shall pay to the company the value of such apparatus so rendered derelict or unnecessary unless substituted apparatus is provided :
- (11) If any difference shall arise between the Council and the company under this section (other than a difference as to the meaning or construction

A.D. 1929.  
—

of this section) such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference :

- (12) The provisions of this section shall be in addition to and not in substitution for any other provisions of this Act to the benefit of which the company would have been entitled if this section had not been enacted.

For protection  
of certain  
electricity  
companies.

40. For the protection of the London Power Company Limited the Westminster Electric Supply Corporation Limited and the London Electric Supply Corporation Limited (each of which companies is in this section referred to as "the company") the following provisions unless otherwise agreed between the company and the Council shall (in place of the provisions of the section of this Act of which the marginal note is "Alteration of pipes and wires") apply and have effect as between the company and the Council in connection with the making of the new streets and the closing of the existing streets by this Act authorised (hereinafter referred to as "the said works") (that is to say) :—

- (1) Not less than fourteen days before commencing any of the said works within five feet of any apparatus of the company as defined in this Act or in connection with the said works commencing to remove divert alter the position of or otherwise interfere with any such apparatus the Council shall submit to the company for their approval detailed plans sections and particulars of the said works and of the removal of or interference with such apparatus and of all apparatus to be provided in connection therewith. Any difference between the company and the Council with respect to such plans sections and particulars shall be determined by arbitration as hereinafter provided. Provided that if the company shall not within fourteen days after the submission to them of such plans

A.D. 1929.

sections and particulars have disapproved thereof or made any requirements with respect thereto to which the Council shall have failed to agree they shall be deemed to have approved such plans sections and particulars The said works to which such plans sections and particulars respectively relate shall be executed in strict accordance therewith as approved by the company or as determined by arbitration as aforesaid :

- (2) It shall be lawful for the company at any time within seven days after such plans sections and particulars have been approved by them or determined by arbitration as aforesaid to give to the Council notice in writing of their intention themselves to provide and lay or construct the necessary new or substituted apparatus or any part thereof or to make the required alteration of any apparatus of the company and in that event the Council shall repay to the company on demand the reasonable cost incurred by the company in providing laying or constructing such apparatus or carrying out such alteration :
- (3) The Council shall afford to the company adequate facilities for the purpose of enabling the company to carry out any works which the company elect to carry out under the provisions of this section :

Provided that if for fourteen days after any such notice is given to the Council by the company the company neglect to proceed with all practicable diligence to exercise the powers conferred on them by this section the Council may forthwith proceed with any works as if such notice had not been given to them :

- (4) In executing the said works and in carrying out any removal or alteration of or interference with any apparatus of the company the Council shall provide to the reasonable satisfaction of the company proper and sufficient substituted apparatus so as not to interfere with the continuous supply of electricity :
- (5) The Council shall make good all damage done by them to any apparatus of the company in

[Ch. 1.] *Westminster City* [19 & 20 GEO. 5.]  
(*Millbank*) *Improvement Act, 1929.*

A.D. 1929.

the execution of the said works or which may result within three months of the completion thereof in consequence of the said works and shall indemnify the company in respect of any actions claims or demands arising out of any interference with any such apparatus :

- (6) If any difference shall arise under this section between the company and the Council the same shall be referred to and determined by an engineer to be agreed upon between them or failing such agreement to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to any such reference.

Notice to  
Commissioner of  
Police.

41. 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 Council shall (except in cases of emergency) give seven days' notice in writing to the Commissioner of Police of the metropolis and make such arrangements with the said commissioner as may be reasonably necessary so as to cause as little interference as may be reasonably practicable with the traffic in the street or road during the execution of such works.

Saving  
rights of  
London  
County  
Council in  
land at  
Grosvenor  
Road and  
Horseferry  
Road.

42. Nothing in this Act shall entitle the Council or the owners of the Millbank Estate to purchase take use or interfere with any part of the land belonging to or agreed to be purchased or used by the London County Council for the purpose of the widening and improvement of Grosvenor Road and Horseferry Road in connection with the rebuilding of Lambeth Bridge except so far as the Council shall require to use or interfere with such land for the purpose of making the new street (No. 1).

Crown  
rights.

43. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Council or the owners of the Millbank Estate to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands or of the Commissioners of Works without the consent in



writing of the Commissioners of Crown Lands or of the Commissioners of Works as the case may be on behalf of His Majesty first had and obtained for that purpose. A.D. 1929.

44. The street improvements authorised by this Act shall be deemed to be improvements to which the London County Council may contribute under the powers of section 144 of the Metropolis Management Act 1855. As to contribution by London County Council.

45. All costs charges and expenses preliminary and incidental to the preparing applying for obtaining and passing of this Act shall be paid by the Council and the owners of the Millbank Estate in equal proportions and any money so paid by the Council shall be paid out of the general rate and any money so paid by the owners of the Millbank Estate shall be repaid to them by the trustees of the Grosvenor Settlement out of capital moneys. Costs of Act.

A.D. 1929.

The SCHEDULES referred to in the  
foregoing Act.

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### THE FIRST SCHEDULE.

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#### DESCRIPTION OF THE MILLBANK IMPROVEMENT AND GROSVENOR HOUSING SCHEME.

The Millbank Improvement and Grosvenor Housing Scheme is designed by the Duke of Westminster (hereinafter referred to as "the Owner") and the Westminster City Council (hereinafter referred to as "the Council") for the improvement and re-development of a built-up area which lies to the south of Horseferry Road Westminster known as the Millbank Estate :

- (1) The improvement area is shown upon the deposited plan and is surrounded by a line marked "Boundary of Improvement Scheme" and including streets is approximately  $21\frac{1}{4}$  acres in extent. The area of the Millbank Estate excluding streets is approximately 16 acres :
- (2) For the purposes of the improvement the Owner will obtain possession of all the lands in the improvement area (save only the portion referred to in paragraph 3 and shown upon the plan as "Area for Grosvenor Housing Scheme" which will be acquired by the Council and certain excepted lands hereinafter mentioned) and will demolish the buildings and lay out and redevelop the improvement area on the lines shown on the plan. The Millbank Estate is now held on lease till 1934 by Holland & Hannen and Cubitts Limited who will surrender their lease. Compulsory powers will be sought for the purchase of the remainder of the term of their subtenants :
- (3) The portion of the improvement area shown upon the plan as "Area for Grosvenor Housing Scheme" will be appropriated to the Grosvenor housing scheme and will be used for the erection by the Council of working-class dwellings with shops on the street level as the Council may consider suitable for the requirements of the neighbourhood. This housing area is intersected by the existing public streets named Vincent Street, Page Street, Esher Street and Kensington Place. Page Street and Vincent Street will remain as public streets but Esher Street and Kensington Place will be closed and the sites will be used for the erection of the dwelling-houses or for

providing playgrounds or pathways or gardens around the dwelling-houses. The total extent of the housing area including the sites of the intersecting streets to be closed and to remain open will be approximately five and three-quarter acres :

- (4) The Owner will grant to the Council a lease of the housing area for the period of 999 years at a rent of one shilling a year and will contribute to the capital cost of the building of working-class dwellings thereon a sum not exceeding £113,650. The Council will obtain possession of each portion of the land and the buildings thereon from the existing occupiers as it is required for the erection of the successive blocks of dwellings comprised in the Grosvenor housing scheme :
- (5) The Council will erect on the housing area working-class dwellings to the number of 604 or thereabouts in blocks of tenement buildings with shops courts and garden grounds the plan and design to be agreed between the Council and the Owner. These dwellings will be used primarily to rehouse the families living in the improvement area as and when they are displaced from their homes by pulling down the existing old dwelling-houses :
- (6) A new street will be made in continuation of Dean Bradley Street from Horseferry Road across Page Street to Dundonald Street. The site of the southern end of the new street is not vested in the Owner and compulsory powers of purchase will be sought for the acquisition of the site. The new street will provide a through route for traffic from Lambeth Bridge to Vauxhall Bridge Road as an alternative to Grosvenor Road or Marsham Street and will open out the view of St. John's Church Smith Square at the northern end of Dean Bradley Street. The level of Page Street may be raised to permit a junction with the new street. Johnson Street and Hinchliffe Street will be closed and the sites vested in the Owner and appropriated to make convenient plots for buildings to be approached by the new street. The Council will contribute a sum not exceeding £5,000 to the making of the new street so far as it is situated on the lands of the Owner and will bear the whole expense of the remainder of the new street :
- (7) Marsham Street and Page Street will be continued in their existing lines and the lands fronting them when cleared of the existing old buildings and except in so far as intended to be used for the Grosvenor housing scheme will be laid out for the erection of new buildings suitable for the modern requirements of the neighbourhood :

[Ch. 1.] *Westminster City* [19 & 20 GEO. 5.]  
(*Millbank*) *Improvement Act, 1929.*

A.D. 1929.

- (8) St. John's Gardens extending from Horseferry Road to Page Street and now maintained by the Council as a public garden will be treated as excepted lands and will remain as an open space :
- (9) A commencement of the improvement has been made at the eastern end of the improvement area on the lands fronting Grosvenor Road and Horseferry Road. The frontage will be set back by arrangement with the London County Council to widen those roads in order to provide for the increase of traffic resulting from the rebuilding of Lambeth Bridge. A contract has been made for the sale of the new frontage subject to existing short tenancies for the erection of a block of buildings overlooking the river Thames south-west of Lambeth Bridge. Behind a portion of the Grosvenor Road frontage a new building has been erected on land extending to the frontage of the new street mentioned in paragraph 6. These lands being already in the process of development will be treated as excepted lands and will not be included in the limits of land to be acquired compulsorily for the purposes of the improvement scheme. A new building in Page Street used as a clinic by the City of Westminster Health Society will be removed from the area for the Grosvenor housing scheme and will be replaced by a new building to be erected on another site in the neighbourhood.

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THE SECOND SCHEDULE.

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HEADS OF AGREEMENT between the WESTMINSTER CITY COUNCIL ("the Council") and the MOST NOBLE HUGH RICHARD ARTHUR DUKE OF WESTMINSTER ("the Owner").

For the purpose of carrying out the project described in "the Millbank Improvement and Grosvenor Housing Scheme" hereinafter referred to as the "improvement scheme" and the "housing scheme" respectively as formulated by the parties and intended to be scheduled to the Bill hereinafter mentioned the Council and the Owner agree as follows :—

1. The Owner to grant to the Council a lease for a term of 999 years from August 1st 1928 at a yearly rent of 1s. of the land on the Owner's Millbank Estate comprising four acres or thereabouts edged pink on the plan intended to be deposited for the purpose of the said Bill (hereinafter called "the housing site") and being of an estimated value of £175,000. The lease as

aforesaid shall be in a form to be agreed between the parties hereto and in default of agreement such lease shall be settled by one of the conveyancing counsel to the court. A.D. 1929.

2. The Council to provide and erect on the housing site housing accommodation consisting of 604 dwellings as near as may be for the working classes with shops and courts or garden grounds to accommodate in the first place all tenants and occupiers of houses on the housing site and all tenants and occupiers of houses on the remainder of the Owner's Millbank Estate which on the 6th day of January 1928 were controlled by the Rent Restriction Acts (hereinafter referred to as "controlled houses") and of other working class tenements on the same estate hereinafter referred to as the "other tenements" All such accommodation as and when ready and fit for occupation shall in the first place be offered to tenants and occupiers of houses on the housing site of "controlled houses" and "other tenements" (all to be selected from time to time by arrangement between the Council and the Owner) and no offer of accommodation therein shall be made to any other person or persons until all such tenants and occupiers have been offered accommodation therein and have either accepted the offer and been accommodated therein or have refused or have failed for one month to accept the offer.

3. The plans for the erection of the said housing accommodation to be subject to the joint approval of the Council and the Owner.

4. The Council to be entitled to charge and be paid for any accommodation provided under clause 2 such rents as the Council shall think reasonable having regard to the rents charged by the Council for similar accommodation in other dwellings for the working classes belonging to the Council in the neighbourhood.

5. The Owner to cause to be contributed to the capital cost of the housing scheme carried out in accordance with the provisions of clause 2 a sum not exceeding £113,650 out of capital moneys in the hands of the trustees of the settlement of the Grosvenor settled estates.

6. For the purpose of the improvement scheme the Council to construct a new street in continuation of Dean Bradley Street from Horseferry Road to Dundonald Street providing a through communication from Smith Square to Vauxhall Bridge Road The total cost of making and sewerage such new street from Horseferry Road to the south-west boundary of the Owner's Millbank Estate after crediting any such contributions as hereinafter mentioned to be paid as to 25 per centum thereof or a sum of £5,000 (whichever shall be the less) by the Council and the balance to be contributed out of capital moneys in the hands of the said trustees of the Grosvenor settled estates The Council is to use its best endeavours to obtain contributions each of at least 25 per centum of the total cost as aforesaid from the London



A.D. 1929. County Council and the Ministry of Transport and any contributions so obtained shall be credited as aforesaid towards such amount. The cost of making and sewerage such street from the south-west boundary of the Owner's Millbank Estate to Dundonald Street shall be borne by the Council.

7. A formal agreement to be prepared and executed by the Council and the Owner to give effect to these heads of agreement on the requisition of either party.

8. The Council and the Owner jointly and at joint cost (such cost in the case of the Owner to be contributed out of capital moneys in the hands of the said trustees of the Grosvenor Settled Estates) to promote in the forthcoming autumn session of Parliament a Bill in Parliament for the purpose of giving effect to the improvement housing scheme with all such powers for that purpose as are required to be conferred by Parliament including:—

- (a) The making of the new street aforesaid;
- (b) The closing of Esher Street and Kensington Place (both to be incorporated in the housing site);
- (c) The closing of Hudson Terrace and so much of Johnson Street and Hinchliffe Street as are not incorporated in the new street aforesaid (the surface of such closed streets to revert to the Owner);
- (d) The compulsory acquisition of lands;
- (e) The possession of controlled houses;
- (f) The borrowing of money by the Council;
- (g) The grant of such lease and the contribution out of such capital moneys as aforesaid of the sums to be contributed thereout under clauses 5 and 6 and this present clause.

9. To the intent that the housing scheme may be commenced forthwith the Owner will give to the Council immediate possession (subject nevertheless to the rights of the existing tenants and occupiers) of a portion of the area described in clause 1 (namely the land on the south side of Vincent Street comprising Nos. 17-69 odd numbers inclusive) under the terms of a building agreement (providing for the grant of a lease of such portion for the terms and at the rent mentioned in clause 1) and a supplemental agreement (providing for the accommodation of dispossessed tenants) which have already been approved by both parties. The Owner will also cause to be contributed out of such capital moneys as aforesaid towards the cost of the works contracted for by the said building agreement a portion (amounting to the sum of £15,000) of the said total sum of £113,650 mentioned in clause 5. The said agreements shall accordingly be executed by or on behalf of the Owner and the Council and

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(*Millbank*) *Improvement Act, 1929.*

carried into operation forthwith and the said Bill shall include all necessary provisions for confirming and authorising the transaction. A.D. 1929.

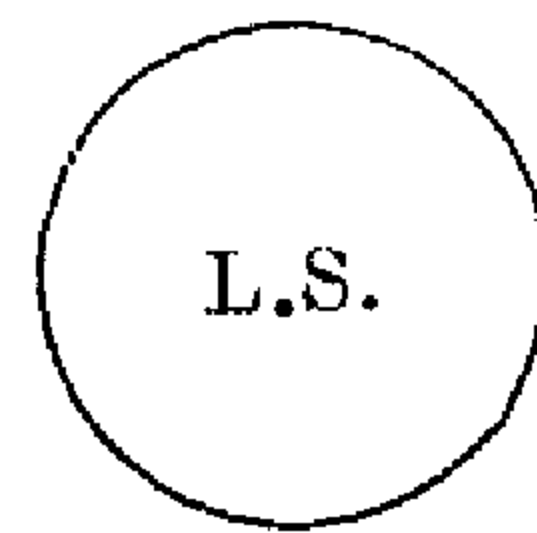
10. These heads of agreement to be scheduled to the said Bill and to be subject to such alterations as Parliament may think fit to make therein but if the Committees of Parliament make any material alterations in these heads of agreement or in the said Bill which is not assented to by the Council and/or the Owner the said Bill shall be withdrawn and these heads of agreement (save in respect of the transaction mentioned in clause 9) shall be at an end.

11. The lessees of the Owner's Millbank Estate (Holland & Hannen and Cubitts Limited) have entered into an agreement with the Owner for the surrender to him in the event of the said Bill becoming law of such portions thereof as shall not already have been surrendered by them or sold to them under the provisions of their lease and these heads of agreement are subject to all such rights as the said lessees may have under the said agreement or otherwise.

Dated the sixth day of October one thousand nine hundred and twenty-eight.

(Signed) WESTMINSTER.

The common seal of the mayor aldermen and councillors of the city of Westminster was in the presence of the Chairman of the General Purposes Committee and of the undersigned hereunto affixed by Order



JOHN HUNT  
Town Clerk.

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THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT