

[26 GEO. 5. & *London Midland*  
1 EDW. 8.] *and Scottish Railway Act, 1936.*

[Ch. lix.]



## CHAPTER lix.

An Act to empower the London Midland and Scottish Railway Company to construct works and to acquire lands to authorise financial arrangements with respect to certain works and facilities to be provided by the said Company under an agreement with the Treasury to raise additional capital and for other purposes.

A.D. 1936.

[14th July 1936.]

**W**HEREAS it is expedient that the London Midland and Scottish Railway Company (in this Act referred to as "the Company") should be empowered to construct the works in this Act mentioned and to acquire the lands in this Act described:

And whereas it is expedient that a portion of the road in the borough of Widnes in the county of Lancaster known as Moss Lane should be stopped up and that certain enactments relating thereto should be repealed:

And whereas it is expedient that in connection with the acquisition and use of certain lands in the metropolitan borough of Saint Pancras in the county of London certain enactments relating thereto should also be repealed:

And whereas it is expedient that the period now limited for the construction of certain works and for the purchase of certain lands by the Company should be extended:

[Price 2s. 0d. Net]

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— And whereas on the thirtieth day of November one thousand nine hundred and thirty-five an agreement (in this Act referred to as “the scheduled agreement”) was entered into between the Treasury of the first part the Great Western Railway Company of the second part the Company of the third part the London and North Eastern Railway Company of the fourth part and the Southern Railway Company of the fifth part (all of which parties of the second third fourth and fifth parts are in this Act referred to as “the railway companies”) with a view to providing increased facilities for railway transport of passengers and merchandise by means of the electrification of railway lines the provision of new equipment and the improvement of railway works :

And whereas with a view to facilitating the raising of the moneys necessary for the provision of such facilities as aforesaid it is proposed by the scheduled agreement that subject to the sanction of Parliament the Treasury should cause a finance company to be formed with the object of raising money and lending the same to the railway companies :

And whereas such facilities as aforesaid so far as the same are to be provided by the Company include certain works and facilities which the Company are already authorised to provide and certain other works which are included among those authorised by this Act :

And whereas it is expedient that the powers of this Act with respect to the borrowing of money and the raising of additional capital and the other powers in this Act mentioned should be conferred upon the Company :

And whereas plans and sections showing the lines and levels of the works by this Act authorised and plans of the lands which may be taken under the powers of this Act and a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the county councils of the administrative counties and town clerks of the several county boroughs respectively within which the said works will be constructed and the said lands are situate which plans sections and book of reference are in this Act respectively referred to as the deposited plans sections and book of reference :

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1 EDW. 8.] *and Scottish Railway Act, 1936.*

And whereas the objects of this Act cannot be attained without the authority of Parliament: A.D. 1936.

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:—

1. This Act may be cited for all purposes as the Short title.  
*London Midland and Scottish Railway Act 1936.*

2. In this Act unless there be something in the subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have in relation to the relative subject-matter the same respective meanings And— Interpreta-  
tion.

“the Company” means the London Midland and Scottish Railway Company;

“Sankey Brook Navigation Act 1830” means the 11 Geo. 4.  
c. 1.  
Act 11 Geo. IV cap. 1 intituled “An Act to  
“consolidate and amend the Acts relating  
“to the Sankey Brook Navigation in the  
“County of Lancaster and to make a navigable  
“Canal from the said Navigation at Fidler's  
“Ferry to communicate with the River Mersey  
“at Widness Wharf near Westbank in the  
“Township of Widness in the said County”;

“Saint Helen's Canal and Railway Act 1847” 10 & 11 Vict.  
c. cclxxi.  
means the Act 10 & 11 Vict. cap. cclxxi intituled  
“An Act to enable the Saint Helen's Canal  
“and Railway Company to make Branch  
“Railways to Warrington and to Blackbrook  
“and to make certain Alterations in their  
“Railway and also to take a Lease of the  
“Rainford Branch of the London and North-  
“western Railway”;

“the scheduled agreement” means the agreement dated the thirtieth day of November one thousand nine hundred and thirty-five and made between the Treasury of the first part the Great Western Railway Company of the second part the Company of the third part

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the London and North Eastern Railway Company of the fourth part and the Southern Railway Company of the fifth part as set out in the Third Schedule to this Act;

“the finance corporation” means the finance company incorporated pursuant to the scheduled agreement;

“the Scheme of 1923” means the North Western Midland and West Scottish Group Amalgamation Scheme 1923;

“the Lands Clauses Acts” means (except in section 3 of this Act) the Lands Clauses Acts as incorporated with and modified by this Act;

all distances and lengths stated in any description shall be read and have effect as if the words “or thereabouts” were inserted after each such distance and length.

Incorporation of general Acts.

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

8 & 9 Vict.  
c. 18.

The Lands Clauses Acts (except sections 127 to 131 inclusive of the Lands Clauses Consolidation Act 1845):

Provided that (1) notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 any question of disputed compensation under this Act or any Act incorporated herewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party (2) the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Company and shall be sufficient without the addition of the sureties mentioned in that section.

8 & 9 Vict.  
c. 20.

The Railways Clauses Consolidation Act 1845;

Part I (Relating to the construction of a railway) A.D. 1936.  
and Part II (Relating to extension of time)  
of the Railways Clauses Act 1863; —  
26 & 27 Vict.  
c. 92.

The Companies Clauses Consolidation Act 1845 8 & 9 Vict.  
section 15 of the Companies Clauses Consoli- c. 16.  
dation (Scotland) Act 1845 and Parts I II 8 & 9 Vict.  
and III of the Companies Clauses Act 1863 c. 17.  
as amended by subsequent Acts and as incor- 26 & 27 Vict.  
porated with and varied by the Scheme c. 118.  
of 1923.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the gas and water mains pipes and apparatus of any local authority or gas or water board and shall be construed as if "local authority" "gas board" and "water board" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority or gas or water board to which their revenues in respect of gas or water (as the case may be) are appropriated. Protection of gas and water mains of local authorities.

5. Subject to the provisions of this Act the Company may make (and in so far as the same are shown on the deposited plans and sections in the lines and according to the levels so shown) the works hereinafter described with all necessary works and conveniences connected therewith and may exercise the powers hereinafter mentioned and may enter upon take and use the lands delineated upon the deposited plans and described in the deposited book of reference relating thereto (that is to say):— Power to Company to construct works.

In the city and county borough of Coventry—

An archway under Stoney Road on the south side of the existing archway carrying the said road over the London to Birmingham railway of the Company;

An archway under Stoney Road on the north side of the existing archway carrying the said road over the said railway;

An archway under Warwick Road on the south side of the existing archway carrying the said road over the said railway;

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An archway under Warwick Road on the north side of the existing archway carrying the said road over the said railway.

In the county of London in the metropolitan borough of Saint Pancras—

An archway under Hampstead Road on the south-west side of the existing archways carrying the said road over the London to Birmingham railway of the Company;

A road diversion commencing at a point in Barnby Street one hundred and three yards measured in a westerly direction from the junction of that road with Seymour Street and terminating at a point in the road on the south-east side of Amptill Square two hundred yards measured along that road in a north-easterly direction from the junction of that road with Hampstead Road.

In the city and county borough of Manchester—

A projection extending for eight feet over Fairfield Street between points respectively eighty-three yards and one hundred yards west of the bridge carrying the Manchester to Stockport railway of the Company over the said street;

A widening on the south-west side of the bridge carrying the said Manchester to Stockport railway over the said Fairfield Street.

Power to deviate in construction of works.

6. In constructing the works by this Act authorised the Company may deviate from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked thereon and may deviate from the levels of any of the said works shown on the deposited sections to any extent not exceeding five feet upwards or downwards.

Power to Company to acquire lands.

7. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands hereinafter described or referred to and

delineated on the deposited plans and described in the deposited book of reference relating thereto (that is to say):— A.D. 1936.  
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In the city and county borough of Coventry—

- (a) Lands on the west side of and partly adjoining the Coventry to Kenilworth railway of the Company extending between a point two hundred and seventy-nine yards measured along the boundary of the Company's property in a southerly direction from the bridge carrying Stoney Road over the said railway and a point forty-seven yards south of the south end of Stoney Road and one hundred and ten yards south-west of the fence at the toe of the embankment carrying the carriage sidings of the Company at Coventry station;
- (b) Lands on the south side of and adjoining the London to Birmingham railway of the Company between Green Lane and Quinton Road.

In the county of Derby—

Lands in the urban district of Alfreton on the south-west side of and adjoining the Clay Cross to Pye Bridge railway of the Company extending between points fifty-six yards and one hundred and eleven yards respectively measured along the boundary of the Company's property in a north-westerly direction from the north-east corner of the field or enclosure numbered 694 on the 1/2500 Ordnance map of Derbyshire sheet No. XLIV (edition 1917).

In the county of Denbigh—

Lands in the urban district of Abergele on the east side of and adjoining the Rhyl to Denbigh railway of the Company extending between points five hundred and seventeen yards and one thousand one hundred and eighty-six yards respectively measured along the boundary of the Company's property in a south-westerly direction from the river Clwyd.

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In the county of Flint—

Lands in the parish of Hawarden in the rural district of Hawarden on the south side of and adjoining the Chester to Mold railway of the Company extending between points three hundred and twenty-six yards and four hundred and eighty-four yards respectively measured along the boundary of the Company's property west of the bridge carrying Saltney Lane over the said railway.

In the county of London in the metropolitan borough of Saint Pancras—

- (a) Lands known as Euston Square Gardens including the approach road to Euston station through the said gardens and the road on the north-west side thereof and the properties known as numbers 3 4 5 and 6 (inclusive) Euston Square;
- (b) Lands known as "the Plasterers' Arms" public-house in Seymour Street;
- (c) Lands known as "the Globe" public-house in Seymour Street;
- (d) Lands adjoining the London to Birmingham railway of the Company extending from a point in Seymour Street ninety-three yards south-east of Barnby Street to the road on the west side of Ampthill Square and to a point in the road on the south-east side of Ampthill Square sixty-six yards from Hampstead Road;
- (e) Lands known as numbers 36A and 37A Ampthill Square.

The purposes for which the Company may use the lands in the said metropolitan borough of Saint Pancras shall include the construction maintenance and use of an hotel.

Period for  
compulsory  
purchase  
of lands.

**8.** The powers granted by this Act for the compulsory purchase of lands shall cease on the first day of October one thousand nine hundred and thirty-nine.



9.—(1) In this section Moss Lane means the road in the borough of Widnes in the county of Lancaster leading from Moss Bank Road through the Sullivan Works of the Imperial Chemical Industries Limited to the saltings on the south side of the Saint Helen's Canal of the Company.

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As to  
certain  
level cross-  
ings &c. at  
Widnes.

(2) The Company may stop up and discontinue the portion of Moss Lane from the point where it meets the Warrington to Garston railway of the Company to its termination south thereof.

(3) The Company may take up and remove the swing-bridge and approaches thereto carrying Moss Lane over the said Saint Helen's Canal.

(4) The provisions of sections 134 135 and 136 of the Sankey Brook Navigation Act 1830 and section 7 of the Saint Helen's Canal and Railway Act 1847 so far as they relate to the level crossing to be stopped up and the bridge and approaches to be removed under the powers of this section are hereby repealed.

10. The Company may subject to the provisions of this Act stop up and discontinue the following roads and portions of roads in the metropolitan borough of Saint Pancras in the county of London (that is to say):—

Stopping up  
roads at  
Euston.

So much of the approach road to Euston station as lies between Euston Road and the road on the north-west side of Euston Square;

The road on the north-west side of Euston Square;

So much of the road on the south-east side of Amphill Square as lies between points measured along that road respectively sixty-six yards and one hundred and eighty yards from the junction of that road with Hampstead Road;

and thereupon all public rights of way in over or along the said roads and portions of roads shall be extinguished.

11. The enactments specified in the first column of Parts I and II respectively of the Second Schedule to this Act to the extent set out in the second column and the restrictive provisions for the protection and benefit of the Duke of Bedford for the time being or his lessees or tenants as regards his estate in or near

Repeal of  
provisions  
relating to  
Amphill  
Square and  
Euston  
Square.

A.D. 1936: — Amphill Square in the metropolitan borough of Saint Pancras in the county of London which are contained in any other Act affecting the Company or their predecessors in title and in the respective agreements and deeds specified in Part III of the said Second Schedule are respectively repealed cancelled and annulled so far as they are still subsisting and capable of taking effect.

As to compensation in respect of powers in Amphill Square.

**12.** All persons being owners lessees or occupiers of or otherwise interested in any of the houses in Amphill Square in the metropolitan borough of Saint Pancras in the county of London shall be entitled to compensation for the damage actual and consequential which may be sustained by them or any of them in respect of any such houses by reason of the powers contained in this Act for the Company to use Amphill Square or the repeal cancellation and annulment by this Act of any of the restrictive provisions specified in Part I and Part III respectively of the Second Schedule to this Act such compensation to be ascertained and paid in manner provided by the Lands Clauses Acts Provided that every claim for compensation under this section shall be referred to and determined by one and the same arbitrator to be appointed by the Board of Trade on the application of the Company and the first person making such claim or either of them Every such claim shall be made in writing not later than two years from the passing of this Act In the event of the arbitrator so appointed dying or becoming unable or unwilling to act the Board of Trade may appoint any person to take his place on the application of the Company or any claimant.

Power to stop up certain footpath.

**13.** The Company may subject to the provisions of this Act stop up and discontinue as a public footpath in the parish of East Tilbury in the rural district of Orsett in the county of Essex so much of the footpath leading from Low Street Lane to the road from Muckingford to East Tilbury as lies between the western boundary of the field or enclosure numbered 25 on the 1/2500 Ordnance map of Essex sheet No. NXCVI.I. (edition 1922) and the said road from Muckingford to East Tilbury.

14. Notwithstanding anything contained in this Act the following provisions for the protection of the mayor aldermen and citizens of the city of Coventry (in this section called "the corporation" and "the city" respectively) shall unless otherwise agreed in writing between the Company and the corporation apply and have effect:—

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For pro-  
tection of  
Coventry  
Corpora-  
tion.

- (1) In making the archways under Stoney Road in the city authorised by this Act on the south and north sides of the existing archway carrying the said road over the London to Birmingham railway of the Company the Company shall provide and maintain sufficient space to allow of one gas main twelve inches in diameter one gas main six inches in diameter a conduit twenty-four inches wide by eighteen inches deep to carry electric cables and apparatus and a water main eight inches in diameter being placed under the said road over the said archways in such positions as the corporation may reasonably require:
- (2) Whenever it shall be necessary in the opinion of the corporation to widen the said road over the said railway including any lines of railway constructed under the archways mentioned in subsection (1) of this section the Company shall grant to the corporation an easement over the said railway and over any land belonging to the Company on the north and south sides of the said railway to enable the corporation to construct a bridge giving a clear headway of not less than fifteen feet over the upper surface of the rails of a width of forty-five feet between the parapets and the corporation may reconstruct the existing bridge as extended by the said archways over the said railway accordingly:
- (3) If the Company shall extend the bridge carrying Mile Lane over the said railway so as to cross the land in the city numbered 29 on the deposited plans the Company shall provide and maintain sufficient space in the extension of the said bridge to allow of the placing under the roadway of the said

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bridge extension in such positions as the corporation may reasonably require of one gas main eight inches in diameter one gas main six inches in diameter a conduit eighteen inches wide by nine inches deep to carry electric cables and apparatus and a water main eight inches in diameter :

- (4) Before commencing to make the archways under Warwick Road in the city authorised by this Act the Company shall give twenty-eight days' notice to the corporation of the intention of the Company to make such archways and shall at the same time deliver to the corporation plans and sections of such archways showing the intended interference with the gas electric and water mains cables and other works of the corporation (hereinafter called " apparatus ") and such interference shall not take place except in such manner as the corporation reasonably approve The Company shall also if required to do so by the corporation give them such further information in relation to the making of such archways as the corporation may reasonably require :
- (5) If it should appear to the corporation that the construction of the said archways under Warwick Road as proposed would interfere with or endanger any such apparatus or interfere with the access thereto or impede the supply of water gas or electricity the corporation may within a period of twenty-one days from the receipt by the corporation of the notice referred to in subsection (4) of this section give notice to the Company to alter the position of such apparatus in such manner as may be reasonably necessary and any difference as to the necessity of any such alteration or the manner of carrying out the alteration shall be settled by arbitration under this section and all such alterations shall save as hereinafter provided be carried out by and at the expense of the Company with as little detriment and inconvenience to the corporation as the circumstances will

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admit and to the reasonable satisfaction of the corporation and under the superintendence of the water engineer the gas engineer or the electricity engineer as the case may be of the corporation if he think fit to attend after receiving not less than three days' notice for that purpose which notice the Company are hereby required to give :

- (6) The Company in constructing the said archways under Warwick Road shall not remove or displace any apparatus or do anything to endanger such apparatus or impede the passage of water gas or electricity into or through any such apparatus or interfere with the access thereto without the consent of the corporation or in any other manner than the corporation shall approve until good and sufficient apparatus and other works as required by this section shall at the expense of the Company have been first laid in lieu thereof and be ready for use to the reasonable satisfaction of the corporation :
- (7) The Company in constructing the said archways under Warwick Road shall make good all damage done by them to any apparatus and shall make full compensation to the corporation for any loss damage costs or expenses which they may sustain by reason of any interference with such apparatus or the access thereto or with the private service pipes mains or lines of any persons supplied by the corporation with water gas or electricity :
- (8) If the corporation shall desire to execute the works in Warwick Road connected with any such alteration of position removal displacement or renewal of or necessary additions to any apparatus as aforesaid and shall give not less than seven days' notice in writing thereof to the Company before they commence the works the corporation may themselves carry out the works and all reasonable expenses properly incurred by them in so doing shall be repaid to them by the Company :

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- (9) The Company shall provide and maintain in Warwick Road over each of the said archways in that road sufficient space to allow of a water main six inches in diameter on the west side of the road a gas main six inches in diameter on the east side of the road a gas main twelve inches in diameter on the west side of the road and channels or multiway conduits each twenty-four inches wide by eighteen inches deep to carry electric cables and apparatus on both sides of the road :
- (10) The Company in connection with the making of the archways under Warwick Road shall grant to the corporation an easement on the eastern side of the bridge carrying the said road over the said railway and on or over any land belonging to the Company on the eastern side of Warwick Road to enable them to widen the said bridge so that the western face of the eastern parapet wall shall coincide with an imaginary line joining the building frontage of the premises number 26 Warwick Road with the frontage of the building forming the station entrance on the south side of the said bridge and the corporation may widen the said bridge as extended by the said archway and the road thereon accordingly The corporation in widening the said bridge and the road thereon may provide a channel or multiway conduit twenty-four inches wide by eighteen inches deep to carry electric cables and apparatus and may lay over the widening of the said bridge a gas main six inches in diameter :
- (11) The said archways under Stoney Road and Warwick Road and any extension of the bridge carrying Mile Lane over the said railway shall be of such strength as shall be sufficient to carry the traffic ordinarily using Stoney Road Warwick Road and Mile Lane at the times when the works respectively are carried out and the roadways over the said archways and the extension of Mile Lane bridge shall be reconstructed and made up in accordance with

the reasonable requirements of the corporation and all such work shall be carried out to the reasonable satisfaction of the corporation : A.D. 1936.  
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- (12) (a) The corporation shall pay to the Company for any easements or rights which the corporation may require under the provisions of this section such sum of money as may be mutually agreed or in the event of dispute as may be settled in the manner provided by the Lands Clauses Acts as modified by the Acquisition of Land (Assessment of Compensation) Act 1919 in regard to the settlement of disputed compensation and the provisions of the Lands Clauses Acts as so modified shall apply to any proceedings which may be taken for determining such compensation ; 9 & 10  
Geo. 5. c. 57.

(b) The facilities by this section granted to the corporation for the widening and reconstruction of the bridges carrying Stoney Road and Warwick Road over the Company's railway and the laying of apparatus therein are granted subject to full and proper protection being afforded by the corporation for the railway of the Company and the traffic thereon against any damage or loss which may arise by reason of the construction of the aforesaid widenings or reconstruction or any of them or the placing of any apparatus in the said bridges or either of them or the user of any such widened or reconstructed bridges the construction of which may have been defective or of insufficient strength for the traffic properly using the same or the bursting or failure of any apparatus ;

(c) The corporation will pay for any alterations of the railway works and signalling apparatus rendered necessary by the construction of the said widenings and reconstruction ;

(d) If the corporation shall widen the said roads or widen or reconstruct such bridges before the Company shall have constructed the additional archways under such roads by this Act authorised the Company shall be entitled and are hereby authorised to extend

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such archways under such widened roads as though such extension was specifically authorised under this Act and the corporation shall pay to the Company any additional cost of constructing such archways consequent on the widening of the said roads and the provisions of this Act relating to the archways under the existing roads shall apply to the road or roads as widened and any grant of easement by the Company to the corporation shall contain any reservation or agreement necessary to give effect to this provision :

- (13) The Company shall not purchase or take (a) the part of the land numbered 27 in the city on the deposited plans which the corporation have acquired for the purpose of securing the convenient rounding off of a new street proposed to be constructed to join Green Lane immediately to the south of the Company's said railway nor (b) the strip of land part of the land numbered 29 in the city on the deposited plans which the corporation have acquired for the purpose of widening Mile Lane on the westerly side thereof nor (c) the strip of land part of the land numbered 30 in the city on the deposited plans which the corporation have acquired for the purpose of widening Quinton Road on the easterly side thereof :
- (14) If any difference shall arise with respect to any matter under this section between the Company and the corporation or their respective engineers the matter in difference shall be referred to and settled by a single arbitrator to be appointed on the application of either party (after notice thereof in writing to the other) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such settlement by arbitration.

As to works  
within  
metropoli-  
tan police  
district.

**15.** Seven days before entering upon breaking up or otherwise interfering with any street or road in connection with the execution of any works under the powers of this Act within the area of the metropolitan



police district the Company shall give 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 with the traffic in such street or road during the construction of such works as may be reasonably practicable.

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16. The following provisions for the protection of the London County Council (in this section called "the council") shall unless otherwise agreed in writing between the Company and the council have effect:—

For protection of London County Council.

(1) In this section "signed plan A" and "signed plan B" mean the plans marked A and B respectively signed by the Right Honourable the Earl of Onslow the chairman of the committee of the House of Lords to whom the Bill for this Act was referred of which plans copies have respectively been deposited in the Parliament Office of the House of Lords in the Committee and Private Bill Office of the House of Commons with the Company and with the council:

(2) (a) Subject to the provisions of this section the Company may erect buildings on the whole or any part of so much of the lands lying between Euston Road and Euston Street as is situate within the full black line marked on signed plan A;

(b) Any buildings so erected may be of such height as the Company think fit not exceeding in respect of the frontages to Euston Road Euston Square (east and west sides) Seymour Street and Melton Street and to the north-eastern and south-western sides of the land shown by yellow colour on the signed plan the sheer height of ninety feet above the level of the footway in Euston Road in front of the centre of the face of such buildings irrespective of any part stepped back and any additional storeys on those frontages of which any part is above such height of ninety feet shall be set back within an angle of fifty-six degrees with the horizon:

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(3) The line of any buildings erected by the Company abutting on Euston Road shall not be brought further forward in that road than the full black line on signed plan A :

(4) (a) The Company shall without payment surrender to the council for the widening of Euston Road Euston Square Melton Street and Seymour Street the several areas of land shown by blue colour on signed plan A which abut on those streets or roads as and when such areas are cleared of buildings ;

(b) The provisions of the foregoing paragraph (a) shall be in substitution for the provisions of paragraph (a) of subsection (5) of section 21 (For protection of London County Council and St. Pancras Borough Council) of the London Midland and Scottish Railway Act 1933 and as respects the lands on the north-eastern and south-western sides of Seymour Street between a point about ninety feet north of Drummond Street and the north side of Euston Road which are shown by red lines on the signed plan B paragraphs (b) and (c) of the said subsection (5) shall be read and have effect as if the widenings of Seymour Street which are indicated by red lines on signed plan B had been referred to in the said paragraphs (b) and (c) instead of the widenings referred to in the said paragraph (a) of that subsection :

(5) The Company shall not erect buildings on the land shown by yellow colour on signed plan A and shall use that land partly for roadway entrances to and exits from Euston station and partly as garden :

(6) Nothing in this Act shall exempt the Company or any building structure or erection erected or constructed or to be erected or constructed on any of the lands in the metropolitan borough of Saint Pancras referred to in the section of this Act of which the marginal note is "Power to Company to acquire lands" (in this section referred to as "the Saint

23 & 24  
Geo. 5.  
c. xxxiii.

Pancras lands”) from the provisions of the London Buildings Acts 1930 and 1935 or any Act amending or extending those Acts or any byelaws or regulations in force thereunder or of the Town and Country Planning Act 1932 :

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20 & 21 Geo. 5.  
c. clviii.  
25 & 26 Geo. 5.  
c. xcii.

22 & 23  
Geo. 5. c. 48.

Provided that nothing in this subsection shall—

(a) as respects any building structure or erection erected or constructed or to be erected or constructed under the powers conferred by section 54 of the London Midland and Scottish Railway Act 1924 alter or affect the operation of subsection (3) of that section; or

14 & 15  
Geo. 5. c. liv.

(b) as respects any building structure or erection erected or constructed or to be erected or constructed otherwise than under the powers conferred by the said section 54 deprive the Company of the benefit of any special exemptions in favour of railway companies contained in any such Act byelaw or regulation as aforesaid; or

(c) affect the operation of the provisions of subsection (2) of this section with respect to the height to which buildings may be erected :

(7) As respects any of the Saint Pancras lands it shall not be lawful for the Company without the consent of the council to encroach on any part of the surface of any street or footway or to erect or maintain any building or structure beyond the general line of buildings in any street part of street place or row of houses :

(8) The Company shall not where any house or building in the administrative county of London (in this section referred to as “the county”) has been wholly or partly demolished by them leave any adjoining structure or any portion of a partly demolished structure in an unsightly condition for a longer period than is reasonably necessary :

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- (9) The Company shall not affix or exhibit or permit to be affixed or exhibited within view of any public street or open space in the county upon any part of the Saint Pancras lands or upon any building hoarding or structure erected thereon any placards or advertisements except such as have been approved in writing by the council and if any such placard or advertisement is affixed or exhibited without that approval the council and their authorised officers may remove it but this provision shall not prevent the Company from exhibiting on the outside of any station or other building of the Company placards giving any information to the public as to the business of the Company:
- (10) The Company shall not execute or commence to execute the construction of the archway under Hampstead Road authorised by this Act until they have given to the council notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans sections specifications and all other necessary particulars of the works proposed and until the same have been approved by the council and the Company shall comply with and conform to all reasonable directions and regulations of the council in the construction of the said archway or works and shall save harmless the council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses to which the council may be put by reason of such works of the Company whether in the execution of such works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the council by the Company on demand:
- (11) In the event of the council omitting to express their disapproval of any plans sections or specifications within six weeks after the same shall have been submitted to the council

in pursuance of subsection (10) of this section the council shall be deemed to have approved the same : A.D. 1936.  
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- (12) The approval by the council of any plans or the superintendence by the council of any work under the provisions of this section shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise :
- (13) Except as regards any difference which may arise under the provisions of subsection (6) subsection (7) or subsection (9) of this section any difference which may from time to time arise under the provisions of this section shall be referred to and determined by an engineer 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 Acts 1889 to 1934 shall apply to any such reference and determination.

17. For the protection of the mayor aldermen and councillors of the metropolitan borough of Saint Pancras (in this section referred to as "the council") the following provisions shall (unless otherwise agreed in writing between the Company and the council) have effect :—

For protection of Saint Pancras Borough Council.

(1) In this section—

"the works" means the works in the borough authorised by the section of this Act of which the marginal note is "Power to Company to construct works" and all necessary works and conveniences connected therewith;

"the borough" means the metropolitan borough of Saint Pancras;

"highway" means a highway vested in or repairable by the council;

"consent" means consent in writing; and

"approve" or "approval" means approval in writing:

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- (2) Wherever in this section provision is made with respect to the consent or approval of the council such consent or approval may be given under the hand of the town clerk of the borough subject to such reasonable terms and conditions as the council may require but shall not be unreasonably withheld :
- (3) Before commencing the construction of any of the works under or otherwise affecting any highway the Company shall submit to the council for their reasonable approval plans sections and other necessary particulars of the works and as to the extent of any street proposed to be occupied Provided that if the council fail to signify their approval or disapproval of the said plans sections and particulars within twenty-eight days they shall be deemed to have approved the same :
- (4) Before commencing to construct any part of the works which will involve interference with a highway the Company shall consult the council as to the time when such part shall be commenced and as to the extent of the surface of the highway that it may be reasonably necessary for the Company to occupy in the construction of such part and as to the conditions under which such part shall be constructed so as to reduce so far as possible inconvenience to the public and such part shall be constructed and the surface of the highway shall be occupied by the Company only (except in emergency) at the time to the extent and in accordance with conditions agreed between the Company and the council or in default of agreement settled by arbitration :
- (5) The works so far as they involve any serious interference with the movement of traffic in any highway shall after the commencement thereof be carried on so far as reasonably practicable continuously day and night and the Company shall take all such steps as may be reasonably necessary to reduce so far as possible the period of such interference :

- (6) During the execution of the works under Hampstead Road the Company shall erect and keep open for public use temporary footbridges of a width of six feet along each side of the said road so far as the Company's works extend the same to be protected by a sufficient hand-rail and fender :
- (7) The works shall be constructed by the Company in accordance with the plans sections and particulars approved by the council or settled by arbitration and in all respects to the satisfaction and approval of the council and shall be maintained by the Company to the satisfaction of the council and the Company shall indemnify the council against and make good to them all costs and expenses the council may reasonably incur or be put to in the maintenance or repair of any highway by reason of any defect in the works or any neglect properly and effectually to construct and maintain the same as aforesaid :
- (8) It shall be lawful for the engineer or surveyor or other officer of the council duly appointed for the purpose at all reasonable times to enter upon and inspect any part of the works in or under any highway or that may affect any property of the council during the execution thereof and the Company shall give to such engineer or surveyor or officer all reasonable facilities for such inspection and if he shall be of opinion that the construction of the works is attended with danger to any highway or to any sewer drain or work or electric main pipe or apparatus belonging to or under the jurisdiction or control of the council the Company shall adopt such measures and precautions as may be reasonably necessary for the purpose of preventing any damage or injury thereto and any difference arising under this subsection shall be referred to arbitration :
- (9) The Company shall not alter disturb or in any way interfere with any sewer drain lamp column or other property or work of the

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council or under their control or repairable by them or the access thereto without the consent of the council and any alteration diversion replacement or reconstruction of any such sewer drain lamp column or other property or work that may be necessary shall be made by the council or the Company as the council shall think fit and any costs and expenses reasonably incurred by the council in so doing shall be repaid to the council by the Company :

- (10) The Company shall repay to the council any additional cost incurred by them in cleansing any highway by reason of the construction of the works authorised by this Act or the taking of soil subsoil or materials therefrom or thereto :
- (11) Where any part of any highway shall have been broken up or disturbed by the Company the Company shall make good the subsoil foundations and surface of such part of the highway to the reasonable satisfaction of the council :
- (12) The Company shall make compensation to the council for any subsidence of or damage to any highway or any sewer drain lamp column or electric main pipe or apparatus or other property or work of the council or under their control or repairable by them which may be caused by or in consequence of any act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the works or at any time thereafter :
- (13) The Company if and when they stop up any streets under the powers of this Act shall make and complete the footways pavings and channels in any streets with which the streets so to be stopped up are connected to the reasonable satisfaction of the council :
- (14) The Company shall not when any house or building shall have been wholly or in part



demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for any longer period than is reasonably necessary :

(15) All carriageway footway and other paving gully grating street posts lamp columns and other matters and appliances in or upon any of the streets which the Company may stop up under the powers of this Act shall remain the property of and belong to and be handed over without charge to the council at their nearest convenient depôt :

(16) (a) Whenever it shall be necessary by reason of the exercise of the powers of this Act to sever remove or interfere with any of the sewers or electric mains pipes or apparatus of the council or to lay down additional or substituted sewers or electric mains pipes or apparatus (such additional or substituted sewers or mains pipes or apparatus to be of the same size and description as those previously in use) all the necessary works for the removal or alteration of such sewers or electric mains pipes or apparatus or for the laying down of such additional or substituted sewers or mains pipes or apparatus as aforesaid shall be carried out by the council and not by the Company ;

(b) If and when under this subsection by reason of the exercise by the Company of any of the said powers the council shall incur any cost or expense in removing or altering any existing sewers or electric mains pipes or apparatus or in providing additional or substituted sewers or electric mains pipes or apparatus the Company shall repay to the council the cost or expense so incurred by them :

(17) If the council shall desire to construct a street not more than forty-four feet wide from Barnby Street to Hampstead Road westwards across Amphill Square garden enclosure and the properties lying between Amphill Square and Hampstead Road as shown on the plan signed

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by William Kelly Wallace on behalf of the Company and by Clement Spencer Bainbridge on behalf of the council one copy of which has been deposited with the Company and one with the town clerk of Saint Pancras the Company shall convey free of cost to the council all their interest in the land upon which such street shall be constructed and which is shown upon the said plan and thereon coloured yellow subject to any lease or tenancies in force at the time of such conveyance and shall repay to the council the reasonable cost incurred by them in the construction of the said street and the acquisition of the said leasehold interests :

- (18) Any difference which shall arise between the council and the Company under any of the foregoing provisions of this section shall be referred to an engineer to be agreed on between the council and the Company or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference :
- (19) So far as relates to all property acquired by the Company under this Act in the borough section 133 (Land tax and poor's rate to be made good) of the Lands Clauses Consolidation Act 1845 shall be read and applied as though for the references therein to the poor's rate were substituted references to the general rate and as though the amount required to be made good by the Company were one-half of the deficiency in the several assessments to the general rate and as if any buildings to be erected on such property were the works referred to in the said section :
- (20) The assessments on which any payment made by the Company under the said section 133 is based shall be inserted in the valuation list and any such payment shall be taken into account for the purpose of ascertaining the proceeds of any rate.

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

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For protection of  
Gas Light  
and Coke  
Company.

(1) Forthwith after the stopping up by the Company of any road under the powers of the section of this Act of which the marginal note is "Stopping up roads at Euston" the Company shall pay to the gas company such a sum as may be agreed between them or as failing such agreement may be determined by arbitration as hereinafter provided to be the value of—

(a) all mains pipes and apparatus (in this section referred to as "apparatus") of the gas company situate in or under such road; and

(b) all other apparatus of the gas company in any other road which is rendered derelict or unnecessary by the stopping up of such road;

and all such apparatus shall thereupon become the property of the Company:

(2) In addition to the payment referred to in subsection (1) of this section the Company shall pay to the gas company the charges incurred by them of and incidental to the cutting of any such apparatus as is referred to in the said subsection from any other apparatus of the gas company and of and incidental to any other works or things rendered necessary or expedient in consequence of any apparatus of the gas company being so rendered derelict or unnecessary. Provided that such cutting off and other works and things shall be executed and done by the gas company and not by the Company:

(3) If any difference shall arise between the Company and the gas company under 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

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(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 Acts 1889 to 1934 shall apply to any such reference.

For protection of London Passenger Transport Board.

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

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

"The engineer" means the general manager (tramways) of the Board;

"The authorised works" means the archway under Hampstead Road authorised by this Act and the works and conveniences connected therewith or incidental thereto;

"Tramway" includes a trolley vehicle system and any posts cables wires or other apparatus connected with a tramway or trolley vehicle system:

(2) The Company shall not construct the authorised works otherwise than in accordance with plans sections and specifications to be previously submitted to and approved in writing by the engineer or in case of difference between the engineer and the Company settled by arbitration and the Company shall not commence the construction of the said works respectively until the plans sections and specifications relating thereto have been so submitted and approved or settled Provided always that if the engineer shall not within twenty-one days after the submission to him of any plans sections or specifications signify his disapproval thereof and the grounds of such disapproval he shall be deemed to have approved thereof:

(3) The authorised works so far as they affect any tramway of the board shall be executed by the Company under the supervision (if the same be given) and to the reasonable satisfaction of the engineer:

- (4) The Company shall not in constructing and maintaining the authorised works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the tramways of the board or the conduct of any traffic thereon and if at any time or times hereafter the free uninterrupted and safe user of such tramways or the conduct of any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the board all reasonable costs and expenses to which the board may be put as well as full compensation for the loss sustained by them by reason of any such obstruction hindrance or interference : A.D. 1936.  
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- (5) The Company shall before commencing the construction renewal repair or structural alteration of the authorised works give (except in case of emergency) seven days' previous notice in writing to the engineer of the intended works and shall bear and on demand pay to the board the cost of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the tramways of the board with reference to and during the execution of the authorised works and for preventing as far as may be all interference obstruction danger or accident which may arise from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ with reference thereto or otherwise :
- (6) Notwithstanding any approval or supervision by the engineer as hereinbefore provided the Company shall be responsible for and make good to the board all costs losses damages and expenses which may be occasioned to the board by reason of the construction or failure of the authorised works or of any act or omission of the Company or of their contractors and the Company will effectually indemnify and hold harmless the board from all claims and demands upon or against them by reason

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of such construction failure act or omission Provided always that the board shall give to the Company reasonable notice of any such claim or demand and that no settlement or compromise thereof shall be made except with the consent of the Company who shall (if they so elect) have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand :

- (7) Any difference which may arise between the Company and the board or the engineer under or with reference to the provisions of this section shall be referred to and settled by a single arbitrator to be agreed upon between the parties or failing 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 subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference :
- (8) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act enuring for the protection or benefit of the board.

For protection of Metropolitan Water Board.

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

- (1) (a) Not less than twenty-eight days before commencing the construction in the metropolitan borough of Saint Pancras in the county of London of the archway under Hampstead Road authorised by the section of this Act of which the marginal note is "Power to Company to construct works" the Company shall deliver to the board a plan section and description of such work describing the proposed manner of executing the same;

(b) At any time within twenty-eight days from the receipt of such plan section and

description the board may by notice in writing to the Company intimate their disapproval of the proposed manner of executing the said work so far as it involves interference with any mains pipes valves hydrants syphons plugs or other works or apparatus (all of which are in this section referred to as "apparatus") of the board or might endanger any apparatus of the board or make any reasonable requirements with respect to such plan section or description and in particular they may require the Company to provide and lay down such works and apparatus as may be reasonably necessary and to raise sink or otherwise alter the position of and to support any apparatus of the board and to substitute temporarily or otherwise other apparatus (including the substitution of steel mains for the existing mains of the board in that part of Hampstead Road which will be carried by the said archway) in such manner as may be reasonably necessary and to lay or place under any apparatus of the board cement concrete or other like substance;

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(c) If the board shall not within the said period of twenty-eight days give any such notice in writing to the Company as aforesaid they shall be deemed to have approved the plan section and description as submitted to them and if within that period they give such notice the matters in difference (if not agreed between the Company and the board) shall be settled by arbitration as hereinafter provided;

(d) The Company shall not execute the said work except in accordance with the said plan section and description as so approved by the board or settled by arbitration :

- (2) Contemporaneously with the construction of the road diversion in the said metropolitan borough of Saint Pancras authorised by the said section of this Act of which the marginal note is "Power to Company to construct works." the Company shall in accordance with plans

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sections and particulars previously submitted to and reasonably approved by the board divert into the said road diversion so much of the apparatus of the board situate in Barnby Street and Amptill Square as the board may reasonably require :

- (3) Not less than twenty-one days before commencing the execution of either of the works hereinbefore referred to the Company shall give to the board notice in writing of their intention to commence such execution and shall state in such notice the time at which they propose so to commence. If within fourteen days after the receipt of such notice the board shall give notice to the Company of their intention themselves to execute any works involving alteration of or in connection with their apparatus which may be agreed between the board and the Company or settled by arbitration as hereinafter provided or to execute the diversion of their apparatus referred to in subsection (2) of this section it shall be lawful for the board instead of the Company to execute such works and the board shall subject to the provisions of this section commence such works when requested so to do by the Company and execute and complete the same with all reasonable dispatch and the reasonable costs incurred by the board in so doing shall on demand be repaid to the board by the Company :
- (4) All works to be executed or provided under this section or any other provisions of this Act in connection with any apparatus of the board shall except as hereinbefore otherwise provided be so executed or provided by and at the expense of the Company but to the reasonable satisfaction and under the superintendence of the board (if after reasonable notice in writing from the Company such superintendence shall be given) and the reasonable costs charges and expenses of such superintendence shall on demand be paid by the Company to the board :



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(5) The board may if they deem fit employ watchmen or inspectors to watch any works to be executed by the Company under this section or any other provision of this Act whereby any apparatus of the Board will or may be interfered with or affected and the reasonable expenses thereof shall be borne by the Company and be paid by them on demand to the board :

(6) (a) Notwithstanding the stopping up of the road on the north-west side of Euston Square under the powers of the section of this Act of which the marginal note is "Stopping up roads at Euston" the board and their officers and servants shall unless and until the Company shall have demolished all houses and buildings abutting on that road or on either side of Euston Grove be entitled at all times to have access to any apparatus of the board in or under the first mentioned road or Euston Grove for the purposes of inspecting repairing maintaining removing or renewing the same and the Company shall afford reasonable facilities for such access ;

(b) Upon the completion of such demolition the Company shall pay to the board the value of all apparatus of the board in the said road or in Euston Grove which may be rendered derelict or useless by reason or in consequence of the said road being stopped up under the said section of this Act and the said houses and buildings being demolished Such value shall in case of difference between the board and the Company be determined by arbitration in manner hereinafter provided :

(7) The Company shall pay to the board the cost and expenses reasonably incurred by the Board in disconnecting the apparatus of the board to be diverted under the provisions of this section from and connecting the same with any existing apparatus of the board and of and incidental to the cutting off of any apparatus of the board from any other apparatus by reason or in consequence of the

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exercise of any of the powers of this Act and of and incidental to any other works and things rendered necessary or expedient in consequence of any apparatus being rendered derelict by reason or in consequence of the exercise of such powers :

- (8) The Company shall make good all damage done by them to any apparatus or property of the board in the exercise of the powers of this Act and shall make compensation to the board for any loss or damage which they may sustain by reason of any interference with any such apparatus or property or of any interruption in the supply of water by the board and shall indemnify the board against all claims demands proceedings costs damages and expenses which may be made or taken against the board or which the board may incur by reason or in consequence of any such interference or interruption :
- (9) The expenses of all repairs or renewals of any apparatus of the board which may be rendered necessary by or in consequence of any act omission or default of the Company or their contractors or agents or the workmen or servants or any person in the employ of them or any of them or by or in consequence of any failure of the works of the Company or any subsidence resulting from such works whether during the construction of such works or at any time after the completion of the same shall be borne by the Company and paid by them on demand to the board :
- (10) If any difference shall arise between the Company and the board 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 (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

Acts 1889 to 1934 shall apply to any such reference and determination : A.D. 1936.

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

21. For the protection and benefit of the lord mayor aldermen and citizens of the city of Manchester (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company have effect :—

For protection of Manchester Corporation.

- (1) In this section—

"the said works" means the projection and bridge widening over Fairfield Street in the city of Manchester authorised by the section of this Act of which the marginal note is "Power to Company to construct works" or either of them;

"the signed plans" means the plans sections and elevations signed by Joseph Bertram Lloyd Meek on behalf of the corporation and by William Kelly Wallace on behalf of the Company one copy of which has been deposited with the town clerk of Manchester and one copy with the Company :

- (2) The said works shall be executed by the Company in accordance with the signed plans and of materials and in all respects to the satisfaction and approval of the city engineer of Manchester and shall be maintained by the Company to the satisfaction of the corporation :
- (3) If at any time after the construction of the said works both or either of them shall cease to be used by the Company in connection with the railway the Company shall forthwith remove such parts of the same as shall project over or obstruct Fairfield Street and such removal shall be done to the reasonable satisfaction of the corporation :

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- (4) The Company in constructing using maintaining and removing the said works shall not alter or interfere with any property of the corporation without the consent in writing of the corporation which shall not be unreasonably withheld :
- (5) The Company shall not place in or over or through the said works any mains pipes cables wires or conduits so as to endanger or interfere with the user of Fairfield Street or cause damage to any adjacent property :
- (6) The Company shall indemnify the corporation against all claims and demands in respect of damage or injury to persons or property which may arise at any time by reason of the construction maintenance user or existence of the said works :
- (7) If it should be reasonably necessary by reason of the construction or existence of the said works to alter any sewers drains pipes tram-lines mains cables wires apparatus street lamps overhead equipment of the tramways or trolley vehicles or other property of the corporation the corporation may if they think fit effect such alterations and the Company shall repay to them the reasonable expenses incurred by them in or connected with such alterations :
- (8) In the event of the Company failing to maintain the said works in substantial repair and good order to the satisfaction of the corporation the corporation may make good the same and may do all such repairs and things as may be reasonably requisite and may recover the reasonable expense thereof from the Company :
- (9) The Company shall not in making maintaining or using the said works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the tramways of the corporation or any traffic on such tramways or any trolley vehicles of the corporation and if at any time hereafter such free uninterrupted and safe user of such tramways or any traffic thereon or trolley vehicles is obstructed hindered or

interfered with by reason of the construction or existence of the said works the Company shall pay to the corporation such damages as the corporation sustain by reason thereof:

- (10) The Company in constructing using maintaining and removing the said works shall do all things that may reasonably be necessary to avoid undue interference at any time with the traffic in Fairfield Street and the Company shall comply with all reasonable directions requirements and regulations of the Corporation and take such other steps as the corporation deem necessary for the safety of the pedestrians and vehicular traffic thereon when constructing using maintaining or removing the said works:
- (11) (a) The Company shall make full compensation to the corporation for damage to any property of the corporation which may be caused by or in consequence of the act or default of the Company its contractors servants or agents in constructing using maintaining or removing the said works;
- (b) The giving or failure to give any instructions or directions by the city engineer of Manchester respecting the said works or the superintendence by the said engineer thereof shall not exonerate the Company from any liability or affect any claim for damages under this subsection or otherwise:
- (12) The city engineer of Manchester may from time to time enter upon and inspect the said works at all reasonable hours on giving reasonable previous notice:
- (13) No advertisements shall be placed on the said works without the previous consent in writing of the corporation:
- (14) The corporation may (without charge) attach to the said works such brackets wires and apparatus as may be required for the working of the corporation's tramways trolley vehicles and other vehicles in Fairfield Street but the method of such attachment shall be subject

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to the approval of the engineer of the Company which shall not be unreasonably withheld :

(15) (a) The Company shall repay to the corporation any additional expense incurred by them in the maintenance of any pavement flagging sewers drains pipes tramlines mains cables wires or apparatus owing to the existence of the said works ;

(b) If at any time the corporation shall execute any works in Fairfield Street the Company shall repay to the corporation any additional expense incurred in the execution or maintenance of such works owing to the existence of the said works :

(16) In any case where the Company are by this section required to repay to the corporation any expenses incurred by them such expenses shall include five pounds per centum for superintendence and shall be ascertained by the certificate of the city engineer of Manchester and if the Company shall not have paid any such expenses within one month after demand they shall pay interest thereon at the rate of five pounds per centum per annum commencing one month after demand :

(17) Any difference which shall arise between the corporation and the Company under any of the foregoing provisions of this section shall unless otherwise provided in this section be referred to an engineer to be agreed on between the corporation and the Company or failing agreement to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference.

Crown  
rights.

22. Except as hereinafter expressly provided nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company 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 without the consent in writing of those Commissioners on behalf of His Majesty first had and obtained for that purpose. A.D. 1936.

23. Notwithstanding the provisions contained in the section of this Act of which the marginal note is "Crown rights" or in any public statute His Majesty and His lessees for their respective interests may work any minerals belonging to His Majesty in right of His Crown under or adjacent to lands and works of the Company authorised to be taken or constructed by this Act but in the event of any such right being at any time intended to be exercised sections 77 to 85 (both inclusive) of the Railways Clauses Consolidation Act 1845 as amended by the Mines (Working Facilities and Support) Act 1923 and the First Second and Third Schedules to such last mentioned Act shall apply as if the same were in relation to such minerals incorporated in this Act and as if the Commissioners of Crown Lands were the mine owners or royalty owners as the case may be and so that any compensation payable by the Company to or for the benefit of His Majesty as the mine owner or royalty owner or payable to the Company by His Majesty as such owner shall be payable to or by the Commissioners of Crown Lands as the case may be. Crown minerals. 13 & 14 Geo. 5. c. 20.

24. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be altered or interfered with under the powers of this Act or the immediate approaches thereto except so far as the level of such road public highway or approaches is permanently altered so as to increase the gradient: Repair of roads where level not permanently altered.

Provided that nothing in this section shall relieve the Company from any liability which they were under immediately before the passing of this Act for the maintenance of the surface of any such road highway or approach.

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Stopping up  
roads and  
footpaths  
without  
providing  
substitute.

**25.** Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Company without the consent of the owners lessees and occupiers of the houses and lands on both sides thereof and from and after such stopping up all rights of way over or along the road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof so stopped up :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section 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.

Stopping up  
roads and  
footpaths in  
case of  
diversion.

**26.** Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing roads or footpaths or portions authorised to be stopped up shall



be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof stopped up as far as the same is bounded on both sides by lands of the Company :

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—

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section 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.

**27.** Any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district or borough as the road or footpath or portion of road or footpath in question.

Further provision as to repair of roads and footpaths.

**28.** The Company may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or highways or any of them portions whereof shall under the provisions of this Act be altered or stopped up with reference to the construction or contribution towards the costs of such alteration or of any new road street footpath or highway to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing and maintaining all or any of such alterations or new roads streets footpaths or highways in which they may be interested including the structure of any bridge over or under any railway and the purposes of this section shall be deemed to be purposes for which a local or road authority may incur expenditure and borrow money.

Power to make agreements with local authorities &c.

A.D. 1936.

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

**29.** All private rights of way over any lands which may under the powers of this Act be acquired compulsorily shall as from the date of their acquisition be extinguished. Provided that the Company shall make full compensation to all parties 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.

Power to  
certain  
owners to  
grant  
easements.

**30.** 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 Company 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 Lands Clauses Acts with respect to lands and rentcharges so far as the same are applicable in that behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to  
acquire  
easements  
compul-  
sorily in  
certain  
cases.

**31.** Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated herewith the Company shall not be required to purchase any railway river canal navigation watercourse drain or sewer or any part thereof respectively which may be crossed or interfered with in constructing any of the works authorised by this Act but may acquire such easements and rights in over or under any such railway river canal navigation watercourse drain or sewer as they may require for making maintaining working and using any such work and may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

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

**32.** And whereas in the exercise by the Company 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

Company 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.D. 1936.  
—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company are in this section included in the term "the owner" and the said properties are in this section referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company 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 Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without

A.D. 1936.  
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material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company 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:

- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the 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:
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company 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 their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845. A.D. 1936.

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

**33.** The Company and their surveyors officers contractors and workmen may at all reasonable hours in the daytime upon giving in writing for the first time twenty-four hours' and afterwards twelve hours' previous notice enter upon and into the lands and premises by this Act authorised to be taken and used by them for the purpose of surveying and valuing the said lands and premises 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 premises. Power to enter upon property for survey and valuation.

**34.—(1)** The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof should be borne by the claimant. Provided that it shall be lawful for the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company 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 Costs of arbitration in certain cases.

A.D. 1936. High Court after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company 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 the High Court may seem just and proper under all the circumstances of the case. Provided also that this subsection shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this subsection.

(2) If the Company shall make an offer of purchase money and compensation at least ten days before the commencement of the hearing before the tribunal and the claimant fails within ten days from the making of the offer to notify the Company in writing that he accepts the same all the costs and expenses of the Company of and incidental to the arbitration including any fees and expenses of the arbitrator incurred by them after the date of the offer shall in the event of the claimant subsequently accepting such offer be borne by him. Provided that this subsection shall be applicable only in cases where the offer contained a notice of the effect of this subsection.

Compensation in case of recently altered buildings.

**35.** In settling any question of disputed purchase money or compensation for lands acquired by the Company under the powers of this Act the tribunal settling the same shall not award any sum of money for or in respect of any improvement or alteration made or any building erected after the first day of November one thousand nine hundred and thirty-five if in the opinion of the tribunal the improvement alteration or building in respect of which the claim is made was made or erected with a view to obtaining or increasing compensation nor in the case of any estate or interest in the lands created after the said date which in the opinion of the tribunal was created with a view to obtaining or increasing compensation shall any sum of money be awarded so as to increase the total amount of compensation which would otherwise have been required to be paid in respect of the acquisition by the Company of such lands.

**36.**—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act (a) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (b) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

A.D. 1936.  
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As to private street expenses in certain cases.  
38 & 39 Vict. c. 55.

(2) The expenses incurred by any urban authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban authority by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban authority.

(3) In the event of the Company subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay to the urban authority the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay.

(4) The urban authority shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban authority less the costs and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive.

(5) This section shall not apply to any street existing at the passing of this Act.

**37.** The period now limited by the London Midland and Scottish Railway Act 1931 for the completion of Work No. 1 and Work No. 2 authorised by section 5 of the said Act is hereby extended until the first day of October one thousand nine hundred and forty-one and the said Act shall be read and construed as if the period limited by this section for the completion of the works had been the period limited by the said Act for the completion thereof.

Extension of time for completion of works.  
21 & 22 Geo. 5. c. xlix.

A.D. 1936.

—  
Extension  
of time for  
compulsory  
purchase of  
lands.

**38.** The periods now limited by the London Midland and Scottish Railway Act 1933 for the compulsory purchase of the lands in this section referred to are hereby extended until the first day of October one thousand nine hundred and thirty-nine but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised (that is to say):—

20 & 21  
Geo. 5.  
c. cxiii.

(a) Lands authorised to be acquired by section 27 of the London Midland and Scottish Railway (No. 1) Act 1930—

(i) in the urban district of Wilmslow in the county of Chester;

(ii) in the urban districts of Alderley Edge and Wilmslow in the county of Chester;

(iii) in the county borough of West Bromwich in the county of Stafford;

(iv) in the urban district of Oldbury in the county of Worcester;

(b) Lands authorised to be acquired by section 4 of the London Midland and Scottish Railway Act 1933—

In the metropolitan borough of St. Pancras in the county of London (except the lands numbered on the deposited plans 6 to 12 inclusive and 33 to 36 inclusive in the said metropolitan borough).

Application  
of certain  
sections of  
London  
Midland and  
Scottish  
Railway  
Acts 1924  
and 1933.

**39.**—(1) The provisions of section 54 (Power as to building on or over lands) of the London Midland and Scottish Railway Act 1924 shall extend and apply to any lands or premises which have from time to time been acquired or held or which under the powers of this Act may hereafter be acquired or held by the Company.

(2) The provisions of section 31 (Power to hold sell or otherwise dispose of lands) of the London Midland and Scottish Railway Act 1933 shall extend and apply to any land from time to time acquired or held or which under the powers of this Act may hereafter be acquired or held by the Company.

(3) The provisions of this section shall extend and apply to the Company and any other company in



respect of land or premises vested in them jointly and to any joint committee incorporated or constituted by Act of Parliament on which the Company may be represented in respect of land or premises vested in such joint committee. A.D. 1936.  
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40.—(1) The Company in addition to and apart from any money which they are now authorised to borrow or to raise by the creation and issue of debenture stock may to the extent in the manner and for the purposes set forth in the scheduled agreement and on and subject to the conditions contained in that agreement borrow from the finance corporation moneys not exceeding in the aggregate the sum of nine million pounds and in respect of any moneys so borrowed from the finance corporation the company shall not be required to obtain the certificate of a justice under section 40 of the Companies Clauses (Consolidation) Act 1845. Power to Company to borrow from finance corporation.

(2) Any sums of money which under this Act or under the scheduled agreement may be treated by the Company as money borrowed by them from the finance corporation shall if so treated be deemed to be money borrowed by the Company under this section.

41. The following provisions shall have effect with respect to the Company in relation to the borrowing of money from the finance corporation and in respect of the moneys so borrowed (that is to say):— Provisions relative to moneys borrowed from finance corporation.

(1) The Company may during the period commencing on the date on which any money is borrowed by them from the finance corporation and ending on the date on which the works and facilities specified in Part II of the First Schedule to the scheduled agreement are completed charge to capital account the interest on that part of such borrowed money as is applied for the purposes of the scheme contained in the said First Schedule as would properly be chargeable to capital account:

(2) The Company may also charge to capital account such sums payable by them in pursuance of clause 8 of the scheduled agreement as are payable in respect of works the cost

A.D. 1936.  
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whereof is properly chargeable to capital account and in respect of the period commencing on the date on which interest on the securities created by the finance corporation first becomes payable and ending on the date on which the works and facilities specified in Part II of the First Schedule to the scheduled agreement are completed :

(3) Subject to and in accordance with the provisions of the scheduled agreement the Company may—

(a) pay any sums payable by them in pursuance of clause 8 of the scheduled agreement notwithstanding that the securities issued by the finance corporation in respect of which the sums payable under the said clause may have become due may have been issued before the date of the passing of this Act or before the date upon which the money is first borrowed by the Company from the finance corporation under the powers of this Act;

(b) defray the proportion apportioned to them under the scheduled agreement of the costs and expenses of and incidental to the formation administration and winding-up of the finance corporation and to the creation issue underwriting (if any) and management of its securities;

(c) treat as money borrowed by them from the finance corporation—

(i) any sum which the Company are liable to pay to the finance corporation in respect of any discount allowed on the issue of any securities created by the finance corporation for the purpose of raising any money borrowed by the Company from the finance corporation;

(ii) such proportion of any losses of the finance corporation on capital account on realisation of any investments in which money raised by the finance corporation has been invested pending the borrowing

thereof by the railway companies as shall be apportioned to the Company in accordance with the scheduled agreement; A.D. 1936.

(iii) any sum payable by them in pursuance of clause 8 of the scheduled agreement which is treated by the finance corporation as money borrowed by the Company;

(iv) the sums paid by them under subsection (b) hereof so far as properly chargeable to capital;

(d) execute and do all such deeds instruments acts and things as may be necessary on their part to give full effect to the arrangements contemplated by the scheduled agreement.

42.—(1) There shall by virtue of this Act and without any further or other authority be created such an amount (not exceeding in the aggregate nine million pounds) of four per centum debenture stock of the Company as at the nominal or par value thereof shall be equivalent to the amount of the moneys which the Company shall in the aggregate borrow from the finance corporation under the terms of the scheduled agreement. Creation and charge of debenture stock.

(2) The Company from time to time as such moneys are borrowed shall in accordance with the provisions of clause 13 of the scheduled agreement charge the debenture stock created under this section as collateral security for the repayment of the moneys so borrowed. Provided that the total amount of the debenture stock which the Company may be required to charge as collateral security under this subsection shall not at its nominal or par value exceed the sums of money which the Company shall in the aggregate borrow from the finance corporation under the terms of the scheduled agreement.

(3) The debenture stock created by this section shall be issued only to the finance corporation and at such time or times and in such amount or amounts as the finance corporation with the consent of the Treasury first obtained may direct but so that the Company shall not be required to issue to the finance corporation any

A.D. 1936. — greater amount of such stock than at its nominal or par value shall be equivalent to the moneys borrowed by the Company from the finance corporation and for the time being outstanding or to issue any such stock to the finance corporation unless that corporation shall first have obtained the consent of the Treasury to such issue.

Company  
not to be  
liable to  
duty.

**43.** The Company shall not be charged with or be liable to any duty in respect of the issue or charge of the debenture stock created by this Act and charged by way of collateral security in pursuance of the scheduled agreement.

Release of  
charged  
securities  
and power  
to create  
new stock in  
lieu thereof.

**44.**—(1) When and so soon as the Company shall have repaid to the finance corporation the whole of the moneys borrowed by them from the finance corporation in pursuance of this Act the debenture stock created and charged by way of collateral security under the section of this Act of which the marginal note is "Creation and charge of debenture stock" shall be released from such charge and thereupon shall be cancelled.

(2) The Company may by virtue of this Act and without any further or other authority at any time or times after such repayment or prior to such repayment for the purpose of providing moneys therefor and in such manner and on such terms and conditions as they may determine create stock to produce a sum equivalent to the nominal amount of the debenture stock so released or to be released and such stock may be created either as debenture stock or as stock of any other denomination and either redeemable or irredeemable or by any one or more of such methods. Such stocks shall be issued at such time or times and shall carry such rate or varying rates of interest or guaranteed or preferential dividend as the directors of the Company may at the time of any such issue by resolution determine and any preference stock so issued may notwithstanding anything contained in the Companies Clauses Act 1863 bear such rate of dividend as the directors of the Company may determine.

(3) All moneys raised under this section by the issue of stock shall be applied only to the general purposes of the undertaking of the Company to which capital is properly applicable.

(4) Section 113 of the Stamp Act 1891 as altered and amended by subsequent enactments shall apply in all respects to the increase of capital authorised by this section as though the issue of any stock (not being debenture stock) authorised by this Act were the authorisation within the meaning of the said section 113 of the increase of nominal capital of the Company to the amount of stock so issued and in lieu of the stamped statement to be delivered thereunder there shall be delivered by the Company to the Commissioners of Inland Revenue a similar stamped statement on every occasion of and within one month after the issue of such stock relating to the amount of such issue and the provisions of the said section 113 (as altered and amended as aforesaid) shall apply thereto subject to the modification imposed by this subsection.

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54 & 55 Vict.  
c. 39.

45. If and so often as the Company shall charge in pursuance of clause 14 of the scheduled agreement securities in substitution for debenture stock charged as collateral security under the section of this Act of which the marginal note is "Creation and charge of debenture stock" a nominal amount of the debenture stock charged under that section equal to the actual sum invested by the Company in such substituted securities shall be cancelled and all the powers of this Act in relation to the creation and issue of stock in place of stock released may be exercised in relation to the debenture stock from time to time cancelled under this section.

As to  
debenture  
stock  
released  
before  
payment  
off of  
moneys  
borrowed.

46. The following provisions shall apply to and have effect in respect of any new stock (in this section referred to as "new stock") created by the Company pursuant to the powers of the section of this Act of which the marginal note is "Release of charged securities and power to create new stock in lieu thereof" (that is to say):—

As to new  
capital.

- (1) Any new stock may be disposed of at such times to such persons on such terms and conditions and in such manner as the directors of the Company think advantageous to the Company:
- (2) The Company may by the resolution creating any new stock (other than debenture stock) determine that such new stock shall form part

A.D. 1936.  
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of or rank *pari passu* with any of the then existing stocks of the Company of the like class and denomination :

- (3) New stock (other than debenture stock) unless otherwise provided by the terms of creation or issue thereof shall be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents whatsoever (including voting rights) in all respects as if that stock were part of the then existing stock of the Company of the like class and denomination :
- (4) If the Company after having created any new stock determine not to issue the whole of the stock created they may cancel the unissued stock and may from time to time thereafter create and issue instead thereof other new stock of an aggregate amount not exceeding the aggregate amount of the stock so cancelled Provided that the money raised by the issue of new stock at any time outstanding shall not exceed a sum equivalent to the nominal amount of the debenture stock released in accordance with the provisions of this Act :
- (5) If the Company create new stock as debenture stock the directors of the Company may issue the same without further or other authority and the Company shall not be required to obtain the certificate of a justice under section 40 of the Companies Clauses Consolidation Act 1845.

Application of section 26 of Scheme of 1923.

47. Subject to the provisions of this Act section 26 (Debenture stock) of the Scheme of 1923 shall apply to any debenture stock created and issued under the powers of this Act as if it was created and issued by the Company.

Deposits for future Bills not to be paid out of capital.

48. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

[26 GEO. 5. & *London Midland* [Ch. lix.]  
1 EDW. 8.] *and Scottish Railway Act, 1936.*

49. Nothing in this Act contained shall exempt the Company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

A.D. 1936.

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Provision  
as to  
general  
railway  
Acts.

50. This Act shall not extend to Northern Ireland.

Extent of  
Act.

51. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

Costs of  
Act.

A.D. 1936.  
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The SCHEDULES referred to in the foregoing Act.

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**FIRST SCHEDULE.**

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**PROPERTIES OF WHICH PORTIONS ONLY MAY BE TAKEN COMPULSORILY.**

Area.	No. on deposited plans.	Description of property in book of reference.
Urban district of Abergele	ADDITIONAL LANDS	AT RHYL.
	1	Chicken run.
	2	Field.
	3	Field.
	4	Garden ground.
	5	Garden ground.
	6	Garden ground.
	7	Garden ground and vacant land.
8	Field and watercourse.	

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[26 GEO. 5. & *London Midland* [Ch. lix.]  
 I EDW. 8.] *and Scottish Railway Act, 1936.*

SECOND SCHEDULE.

A.D. 1936.

PART I.

AMPTHILL SQUARE.

Title of Act.	Sections to be repealed.	
An Act to enable the London and Birmingham Railway Company to extend and alter the line of such railway and for other purposes relating thereto.	42 56 and 57.	5 & 6 Will. IV. c. lvi.
An Act to empower the London and Birmingham Railway Company to enlarge their stations in London and for other purposes.	13 and 14.	9 & 10 Vict. c. clii.
London and North Western Railway Act 1887.	63.	50 & 51 Vict. c. cxxxii.
London and North Western Railway Act 1897.	11 (except subsection (7) and subsection (13) so far as the latter relates to the lessees and occupiers of houses in Hampstead Road).	60 Vict. c. liii.

PART II.

EUSTON SQUARE.

Title of Act.	Sections to be repealed.	
London and North Western Railway (New Works and Additional Powers) Act 1869.	26 and 31.	32 & 33 Vict. c. cxv.
London and North Western Railway Act 1900	28 (1).	63 & 64 Vict. c. ccxv.

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## PART III.

Date.	Parties.	Document.
10th April 1835	- The Most Noble John Duke of Bedford and the London and Birmingham Railway Company.	Agreement.
15th December 1835	Same parties - -	Agreement.
8th April 1839	- Same parties - -	Agreement
9th April 1839	- Same parties - -	Conveyance.
24th February 1846	The Most Noble Francis Duke of Bedford and the London and Birmingham Railway Company.	Agreement.
5th January 1848	- London and North Western Railway Company and the said Francis Duke of Bedford.	Deed of covenants.
5th January 1848	- The said Francis Duke of Bedford and Thomas Wing to the London and North Western Railway Company.	Conveyance.

THIRD SCHEDULE.

A.D. 1936.

AN AGREEMENT made this thirtieth day of November one thousand nine hundred and thirty-five between THE COMMISSIONERS OF HIS MAJESTY'S TREASURY (hereinafter called "the Treasury") of the first part and THE GREAT WESTERN RAILWAY COMPANY of the second part THE LONDON MIDLAND AND SCOTTISH RAILWAY COMPANY of the third part THE LONDON AND NORTH EASTERN RAILWAY COMPANY of the fourth part and THE SOUTHERN RAILWAY COMPANY of the fifth part (all of which railway companies are collectively hereinafter referred to as "the Railway Companies").

WHEREAS His Majesty's Government are desirous that the facilities for transport of passengers and merchandise provided by the Railway Companies may be increased by the electrification of lines the provision of new equipment and improvement of railway works as set out in relation to each of the Railway Companies in the First Schedule hereto and that the works therein specified should be commenced as speedily as possible with a view to the early provision of the new and improved public services and facilities which it is intended shall result therefrom :

And whereas the total cost of the execution of the said works is estimated at £29,500,000 and the Railway Companies are unable to undertake at the present time the whole of the work involved without the financial assistance from His Majesty's Government provided for in this agreement :

And whereas having regard to the public advantages to accrue from the early execution of the said works His Majesty's Government are willing subject to the sanction of Parliament to assist the Railway Companies in raising moneys for that purpose by giving such guarantee as is hereinafter provided :

Now therefore it is agreed as follows :—

1. Each of the Railway Companies shall as soon as practicable in the next available session apply to Parliament for and use its best endeavours to obtain (in so far as it does not already possess such powers) the statutory powers hereinafter referred to and all such other statutory powers (if any) as may be necessary to enable this agreement to be carried into effect and subject to the necessary statutory powers being obtained shall execute the works to be undertaken by it in accordance

A.D. 1936. — with the First Schedule hereto as speedily as may be and shall complete such works not later than the 1st day of January 1941 or within such further period as the Minister of Transport may allow. Provided that if any one of the Railway Companies shall hereafter satisfy the Minister of Transport that it is desirable that any of the works comprised in the First Schedule hereto which it is intended it shall carry out should be varied or that additional work should be added thereto the said schedule shall be deemed to be amended to the extent to which the Minister shall certify that he is so satisfied and shall have effect accordingly.

2. In consideration of the premises and of the further provisions of this agreement the Treasury will in the next session cause to be submitted to Parliament a Bill—

- (a) conferring on the Treasury such statutory powers as may be necessary to enable the Treasury to guarantee the payment of the principal of a loan not exceeding £26,500,000 to be raised by the Finance Company to be formed in accordance with clause 3 of this agreement and interest thereon; and
- (b) providing that stamp duty shall not be payable upon this agreement or upon any agreement in variation of this agreement or upon any agreements which shall be made by the Railway Companies or any of them with the said Finance Company providing for or securing the repayment of the advances to be made by the said Finance Company to the Railway Companies respectively or otherwise for giving effect to the provisions of this agreement.

3. As soon as the powers contemplated by the preceding clause have been obtained from Parliament the Treasury will cause a company (in this agreement referred to as "the Finance Company") to be formed with a nominal share capital for the purpose of raising and lending to the Railway Companies a sum or sums not exceeding in the aggregate £26,500,000 as aforesaid.

The said sum or sums shall be raised at such time or times as the Treasury may determine by the issue of securities of the Finance Company guaranteed as to principal and interest by the Treasury in accordance with the terms of an agreement to be entered into between the Treasury and the Finance Company. The said securities shall mature for repayment at par on such date as may be fixed by the Treasury not being less than fifteen or more than twenty-five years from the date of issue thereof and shall be issued at such price and carry interest at such rate as may be approved by the Treasury and the Railway Companies and shall otherwise be issued upon such terms as the Finance Company and the Treasury may agree after consultation with

the Railway Companies and such terms may include an option to the Finance Company to redeem the whole or any part of the securities at a date prior to the date fixed by the Treasury as aforesaid (upon notice to the holders of such securities) at any time after the expiration of such period from the date of such issue as the said terms may provide. A.D. 1936.

4. To the extent to which and as soon as they have obtained or obtain the necessary powers herein provided for the respective Railway Companies shall borrow from the Finance Company such sums not exceeding in the aggregate £26,500,000 as shall be raised by the Finance Company under the foregoing provisions of this agreement for the purposes of—

- (a) the payment of the cost of such of the works comprised in the First Schedule hereto as they respectively may be authorised to carry out and of such further works as they may undertake with the approval for this purpose of the Minister of Transport;
- (b) the payment of the costs and expenses for which they respectively are liable under clause 10 hereof so far as properly chargeable to capital;
- (c) the payment of interest on moneys borrowed which they may be authorised to pay out of or charge to capital or to pay or provide out of advances; and
- (d) the payment of any sums for which they respectively are liable under the provisions of clauses 8 and 9 hereof.

The said sums shall be borrowed by the respective Railway Companies in the proportions set out opposite their respective names in the Second Schedule hereto which proportions may be varied by agreement between the Railway Companies with the approval of the Treasury the said proportions with such variations as aforesaid (if any) being hereinafter referred to as the "agreed proportions."

5. Each of the Railway Companies shall pay interest on the moneys borrowed by it from the Finance Company at the effective rate at which those moneys are raised by the Finance Company under clause 3 hereof taking into account any premium or discount at which the securities in respect thereof were issued. The first payment of interest shall be calculated from the date when the money is borrowed to the next half-yearly date for payment of interest by the Finance Company on the said securities and shall be payable three days in advance of such half-yearly date. Thereafter interest shall be payable by half-yearly instalments calculated up to the half-yearly dates for payment of interest by the Finance Company on the said securities but payable three days in advance thereof.

A.D. 1936.  
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6. In the case of default in payment of any interest under the last preceding clause the Finance Company may with the consent of the Treasury give notice thereof to the Railway Company so defaulting and if such interest is not paid within seven days after receipt of such notice the whole of the moneys borrowed by that Railway Company and then outstanding shall become immediately due and payable.

7. So much of the sums raised under clause 3 hereof as shall not for the time being be lent to the Railway Companies shall be invested by the Finance Company to such an extent and in such manner as the Finance Company (after consultation with the Treasury) may think fit.

8. The Railway Companies shall pay to the Finance Company such sums as together with the interest payable under clause 5 hereof on the moneys borrowed by them and any income from the investment of the unborrowed moneys under clause 7 hereof (including any realised profits from investments) will provide the amount required to discharge the interest payable by the Finance Company in respect of the sums raised under clause 3 of this agreement. Provided that in computing the sums payable by the Railway Companies under this clause no account shall be taken of any part of the sums so raised as aforesaid (or of any of the income from investment as aforesaid which the Treasury determine to be fairly attributable to the investment of such part) if such part cannot be borrowed under this agreement by reason of the refusal of Parliament to grant the borrowing powers in respect thereof in this agreement provided for.

The sums payable under this clause shall be paid in the agreed proportions and shall be due three clear days before the interest payable by the Finance Company on its securities becomes due. The Finance Company shall be at liberty to deduct any sum payable under this clause from the unborrowed proceeds of its securities and may as soon as the requisite borrowing powers have been obtained by the Railway Company by whom it is payable either recover the sum from that Railway Company or treat such sum as money borrowed by that Railway Company.

9. Any losses on capital account which may be made by the Finance Company in the investment of the unborrowed proceeds of its securities (except such losses as the Treasury may determine to be fairly attributable to the investment of moneys in respect of which Parliament has refused to grant borrowing powers) shall be treated as moneys borrowed by the Railway Companies under this agreement to be apportioned between them in the agreed proportions.

A.D. 1936.

10. The Railway Companies agree to defray the costs and expenses of and incidental to the formation administration and winding-up of the Finance Company and to the creation issue underwriting (if any) and management of its securities Such costs and expenses shall be apportioned between the Railway Companies in the agreed proportions The Railway Companies shall respectively receive credit for any stamp duties paid by them on any securities issued by the Finance Company in respect of any moneys which any of them may be unable to borrow by reason of the refusal of Parliament to grant borrowing powers to that Company in respect thereof.

11. Each of the Railway Companies shall deposit in an account to be opened at the Bank of England in the joint names of the Railway Company so making the deposit and the Finance Company all moneys borrowed by it and then outstanding one calendar month before the date of final maturity of the securities issued by the Finance Company out of the proceeds of which such moneys were advanced Provided that if the Finance Company has an option to redeem its securities in whole or in part at any prior date any of the Railway Companies may request the Finance Company to exercise its option to such extent as such Railway Company may require and in that event such Company will one calendar month before the date fixed by the Finance Company for such redemption deposit in manner aforesaid such part of the moneys borrowed by such Railway Company as will enable the Finance Company to redeem the securities in respect of which the option has been exercised.

The moneys so deposited shall be released by the Railway Company to the Finance Company on the day prior to the date fixed for the redemption of such securities but the Railway Company shall pay to the Finance Company interest on the money so deposited at the rate provided for in clause 5 hereof up to the date so fixed Any interest earned by the moneys in the deposit account shall be for the account of the Railway Company If the sums raised by the Finance Company were raised by the issue of its securities at a discount the amount of such discount shall for the purposes of this clause and of clause 6 and 13 hereof be added to and be deemed to form part of the moneys borrowed by the Railway Company.

12. Each of the Railway Companies will in the next session of Parliament promote a Bill and will use its best endeavours to procure it to be passed into law providing (inter alia)—

- (a) for the creation by virtue of the Act itself of such an amount of 4 per cent. debenture stock of the Railway Company as at its nominal or par value shall be

A.D. 1936.  
—

- equivalent to the total amount which the Railway Company shall borrow from the Finance Company under this agreement;
- (b) for the issue by the Railway Company to the Finance Company from time to time of such debenture stock as collateral security for such moneys as shall be borrowed by the Railway Company as aforesaid and for such debenture stock to be issued at such time or times and in such amount or amounts as the Finance Company with the approval of the Treasury first obtained may direct but providing also that the Railway Company shall not be required to issue to the Finance Company in the aggregate a greater amount of the said debenture stock than at its nominal or par value is equivalent to the moneys so borrowed by the Railway Company as aforesaid and for the time being outstanding nor to issue any of the said stock to the Finance Company unless that Company first obtain the approval of the Treasury;
- (c) for power for the Railway Company to borrow to the extent in the manner and for the purposes set out in this agreement;
- (d) for the redemption by the Railway Company of any of the said debenture stock so charged as collateral security as aforesaid upon payment under the terms of this agreement of the whole of the moneys it may borrow as aforesaid and upon such redemption or upon the release of any of the said debenture stock from the said charge pursuant to clause 14 hereof for right and power to the directors of the Railway Company to cancel the stock so redeemed or released and to create and issue stock in the capital of the Company equal in value to the debenture stock so redeemed or released either as a redeemable or irredeemable stock of any description and carrying such rate or varying rates of interest as they may think fit;
- (e) if and so far as such powers may be necessary or expedient for power to the Railway Company to carry out the works to be undertaken by it in accordance with the First Schedule hereto and to acquire compulsorily or by agreement such lands and properties easements or other interests in lands as may be necessary for the purpose;
- (f) for power to the Railway Company to treat all sums payable under clause 8 of this agreement as if they were interest on advances made under this agreement;
- (g) that the Railway Company shall not be charged with or be liable to loan capital duty on the debenture stock



to be created by them as aforesaid or with any duty in respect of the issue thereof as collateral security until upon such debenture stock being released from the said charge the Railway Company shall issue or re-issue such stock. A.D. 1936.

Any such Bill may if any of the Railway Companies so desire contain a provision conferring power on the Railway Company to charge to capital during construction interest on so much of the moneys borrowed under this agreement as is expended on works the cost whereof is properly chargeable to capital account.

13. As collateral security for the repayment of the sums borrowed from the Finance Company each of the Railway Companies shall charge in favour of the Finance Company the 4 per cent. debenture stock to be created under the Bills to be promoted by them respectively under clause 12 hereof. Such charge shall be in the usual form to be approved by the Treasury and shall provide for the issue at the request of the Finance Company made with the consent of the Treasury of the said stock to the Finance Company or its nominee as the request may direct and for the usual power of sale of such stock.

14. As the cost of the works to be provided for out of the moneys borrowed under this agreement by each of them the London Midland and Scottish Railway Company and the London and North Eastern Railway Company includes the cost of anticipating the replacement of certain wasting equipment each of them the London Midland and Scottish Railway Company and the London and North Eastern Railway Company will provide the amounts of £1,250,000 and £896,580 respectively by annual instalments over a period not exceeding 15 years from the date of the first issue of securities by the Finance Company. The annual sums so provided shall be invested from time to time in the securities of the Finance Company if purchased at or below par or in such other securities as may be approved by the Treasury. Such securities shall be charged in favour of the Finance Company as collateral security for the sum borrowed by the respective Railway Company under this agreement and for the time being outstanding and upon such charge being given the 4 per cent. debenture stock of the Railway Company of a nominal amount equal to the actual sum invested in the securities so charged shall be released from the charge to be given under clause 13 of this agreement.

15. (a) If any of the Railway Companies are refused by Parliament any of the powers referred to in clause 12 hereof (other than those in paragraph (d) thereof) in respect of any part of the works to be undertaken by it in accordance with the

A.D. 1936. — First Schedule hereto or any money to be borrowed in respect thereof such Company shall at its option be relieved of its obligations under this agreement as regards that part of the works in respect of which such powers have been refused.

(b) If the London and North Eastern Railway Company are refused by Parliament any such powers as aforesaid in respect of the work numbered 1 (Electrification of the line from Manchester to Sheffield including provision of rolling stock and other equipment) specified in Part III of the First Schedule hereto or any money to be borrowed in respect thereof the London and North Eastern Railway Company shall not only be relieved of its obligations under this agreement as regards the said work but also shall at its option be relieved of its obligations under this agreement with regard to all or any of the other works specified in Part III of the said schedule.

16. In the execution of the works comprised in the First Schedule hereto the following conditions shall be observed by the Railway Companies :—

- (a) all plant machinery and materials required in connection with the said works shall so far as practicable be of United Kingdom origin and all manufactured articles shall (unless the Treasury shall otherwise agree in writing) be wholly manufactured in the United Kingdom (preference being given other things being equal to firms in the special areas as defined in the First Schedule to the Special Areas (Development and Improvement) Act 1934) and all contracts relating to the said works shall require the contractors to certify on their own behalf and on behalf of their sub-contractors that such stipulations shall be carried out and the Railway Companies shall take all reasonable steps to ensure that such stipulations are observed by their contractors and shall report to the Treasury any modification of or failure to give such certificate;
- (b) in all contracts connected with the carrying out of the said works a clause shall be inserted requiring all contractors and sub-contractors employed on any such works to pay rates of wages and to observe hours of labour not less favourable than those commonly recognised by employers and trade societies (or in the absence of such recognised wages and hours those which in practice prevail among good employers) in the trade in the district where the work is carried out. Where there are no such wages and hours recognised or prevailing in the district those recognised or prevailing in the nearest district in which the general industrial circumstances are similar shall be adopted. Further the conditions of employment generally accepted in the

district in the trade concerned shall be taken into account in considering how far the terms of this clause are being observed. The Railway Companies shall take all reasonable steps to secure the observance of the terms of this clause by all contractors and sub-contractors and for the exhibition of notices at the works of all contractors and sub-contractors regarding fair wages for the information of workpeople and for the inspection of wages books in order to see that the terms of this clause have been properly adhered to;

- (c) if any of the work is carried out by any of the Railway Companies by direct labour the wages and other conditions of employment of such labour shall be those in force in the Company's service on similar work;
- (d) all additional labour required for carrying out the works shall be selected from suitable workpeople submitted by the employment exchanges. Provided always that whenever the employment exchanges are unable to submit suitable workpeople within a reasonable period the Railway Company may make other arrangements for the engagement of such workpeople. Provided also that the Railway Companies shall be entitled to engage direct for the purpose of these works any specially qualified workpeople usually employed by them to do work of a specialised character;
- (e) if work is carried out by contractors they shall be required to enter into contracts embodying provisions in terms similar mutatis mutandis to the last preceding paragraph of this clause.

17. Each of the Railway Companies shall give and so far as lies in its power procure to be given to the Treasury all such information as the Treasury may reasonably require with regard to the progress of the said works undertaken by it and the purchase of plant machinery and materials therefor the amount actually expended thereon the number of workmen of different trades or grades employed in connection therewith and generally all such other information as the Treasury may reasonably require and as the Company may be in a position to give or obtain.

18. Each of the Railway Companies shall as soon as may be enter into such agreement with the Finance Company as may be necessary to ensure that they are under such obligations to the Finance Company as are specified in the foregoing provisions of this agreement.

In witness whereof the Right Honourable Neville Chamberlain and Archibald Richard James Southby Commander R.N. two of the Commissioners of His Majesty's

A.D. 1936. Treasury have hereunto set their hands and seals and the common seals of the Companies parties hereto respectively of the second third fourth and fifth parts have been hereunto affixed the day and year first before written.

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## THE FIRST SCHEDULE.

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### PART I.

#### WORK TO BE UNDERTAKEN BY THE GREAT WESTERN RAILWAY COMPANY.

1. Construction of a new line from near St. Germans to Looe including provision of diesel cars for the local services and other development works in connection with the line.

2. Construction of a new deviation line from Dawlish Warren to Newton Abbot.

3. Doublings of certain sections of line lengthening of platforms and crossing places and provision of new loops on the Barnstaple Minehead Newquay and Porthcawl branch lines.

4. Reconstruction and enlargement of important stations including Banbury Exeter Llanelly Oxford Paignton Penzance Plymouth (North Road) and Weymouth and minor improvements including the provision of loop lines at a number of other stations throughout the system.

5. Enlargement of marshalling yards goods depots and carriage sheds at Brentford Cannock Road Hockley Old Oak Common and Severn Tunnel Junction and minor improvements at other places throughout the system.

6. Adaptation of certain lines for use by heavier engines.

7. Alterations of passenger rolling stock.

8. Extension of automatic train control and track circuiting and provision of improved signalling telegraph and telephone arrangements.

### PART II.

#### WORK TO BE UNDERTAKEN BY THE LONDON MIDLAND AND SCOTTISH RAILWAY COMPANY.

1. Electrification of portions of the Company's railway in the Wirral Peninsula and the establishment of through passenger train working over that railway and the Mersey Railway

[26 GEO. 5. & *London Midland* [Ch. lix.]  
1 EDW. 8.] *and Scottish Railway Act, 1936.*

between Liverpool and New Brighton and Liverpool and West Kirby (including the provision of rolling stock and other equipment). A.D. 1936.

2. Conversion of Stonebridge Park (Wembley) Power Station to 50 cycles frequency and alterations of sub-stations and other works and equipment.

3. Construction of 369 new steam locomotives.

4. Construction of 270 new carriages.

5. Reconstruction and replanning of the Euston terminus.

6. Installation of colour light signalling between Euston and Willesden Junction and at Birmingham Crewe Preston Rugby Stafford Warrington and Wigan provision of intermediate block sections at three points between Crewe and Euston extension of track circuiting and other signalling works.

7. Improvement of accommodation at various passenger and goods stations.

### PART III.

#### WORK TO BE UNDERTAKEN BY THE LONDON AND NORTH EASTERN RAILWAY COMPANY.

1. Electrification of the line from Manchester to Sheffield (including provision of rolling stock and other equipment).

2. Improvement to the following lines:—

Colchester to Clacton (including doubling between Thorpe-le-Soken and Clacton);

Felixstowe Branch (including doubling between Westerfield and Felixstowe Town);

Shenfield Junction to Southend;

Ely to Newmarket.

3. Provision of running loops at ten places between Grantham and Doncaster (with colour light signalling between Grantham and Barkston) and four places between Edinburgh and Berwick (with colour light signalling between Prestonpans and Berwick).

4. Provision of additional carriage and storage sidings at Edinburgh Craigendoran and Cowlairs and additional facilities at Bathgate Junction and Broxburn.

5. Station improvements including colour light signalling at Doncaster and York and structural improvements at King's Cross.

A.D. 1936.

6. Construction of 43 new steam locomotives.
7. Construction of additional passenger carriages and conversion of gaslit rolling stock to electric lighting.
8. Colour light signalling between York and Darlington and at Newcastle-on-Tyne Edinburgh (East) and Cowlairs.
9. Extension of safety precautions (track circuiting and automatic train control).
10. Additional accommodation for the fish trade at Hull and Grimsby Docks.

## PART IV.

WORK TO BE UNDERTAKEN BY THE SOUTHERN RAILWAY  
COMPANY.

1. Electrification of the following lines (including provision of rolling stock and other equipment):—
  - (a) Hampton Court Junction to Portsmouth via Woking and Guildford;
  - (b) Woking to Farnham;
  - (c) Weybridge to Staines;
  - (d) Dorking to Arundel Junction and West Worthing to Havant including the branches to Littlehampton and Bognor;
  - (e) Sevenoaks to Hastings via Tunbridge Wells;
  - (f) Gravesend and Swanley Junction to Chatham and Gillingham;
  - (g) Strood to Maidstone.
2. Construction of portion of a new railway from Motspur Park to Leatherhead.
3. Reconstruction of Templecombe Twickenham and other stations.

THE SECOND SCHEDULE.

A.D. 1936.

THE PROPORTIONS REFERRED TO IN CLAUSE 4 HEREOF.

Great Western Railway Company - Eleven fifty-third parts.

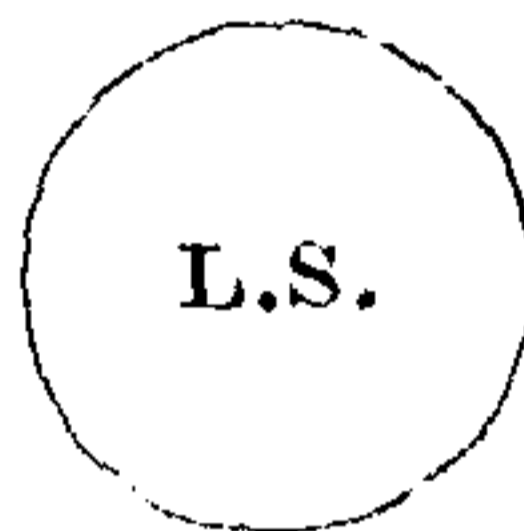
London Midland and Scottish Eighteen fifty-third parts.  
Railway Company.

London and North Eastern Twelve fifty-third parts.  
Railway Company.

Southern Railway Company - - Twelve fifty-third parts.

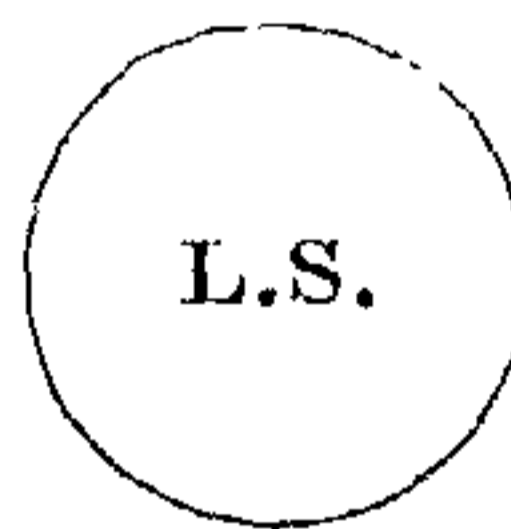
Signed sealed and delivered by The  
RIGHT HONOURABLE NEVILLE } N. CHAMBERLAIN.  
CHAMBERLAIN one of the Commis-  
sioners of His Majesty's Treasury  
in the presence of

J. D. B. FERGUSON  
Treasury Chambers S.W.1  
Civil servant.



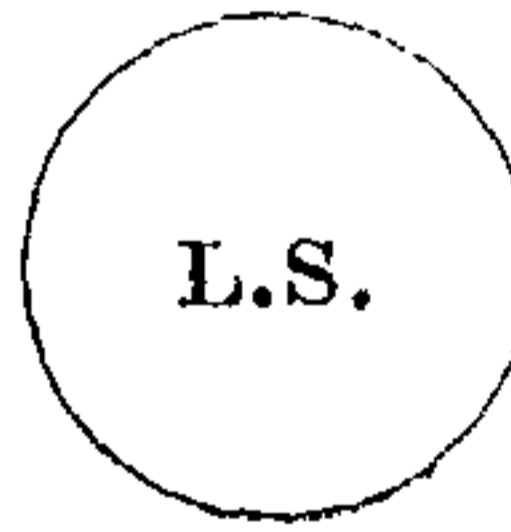
Signed sealed and delivered by  
ARCHIBALD RICHARD JAMES } ARCHIBALD R. J.  
SOUTHBY Commander R.N. one of } SOUTHBY.  
the Commissioners of His Majesty's  
Treasury in the presence of

C. J. HARRIS  
12 Downing Street S.W.1  
Civil servant.



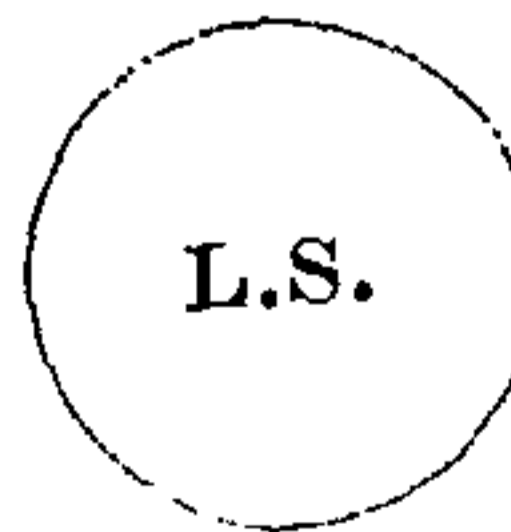
The common seal of the GREAT  
WESTERN RAILWAY COMPANY was  
hereunto affixed in the presence of

F. R. DAVIS  
Secretary.



The common seal of the LONDON  
MIDLAND AND SCOTTISH RAILWAY  
COMPANY was hereunto affixed in  
the presence of

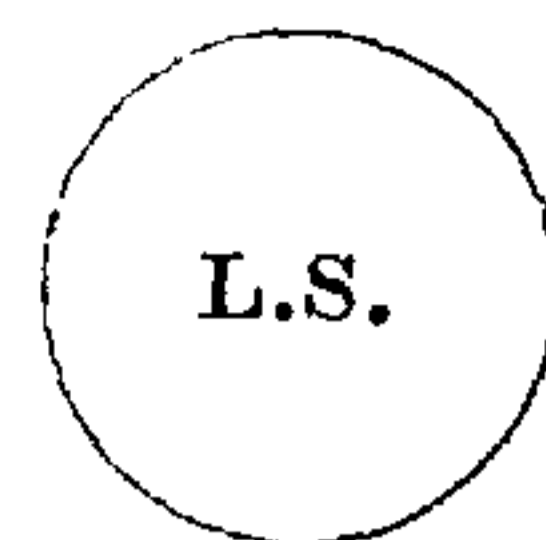
O. GLYNNE ROBERTS  
Secretary.



[Ch. lix.]

*London Midland  
and Scottish Railway Act, 1936.* [26 GEO. 5. &  
1 EDW. 8.]

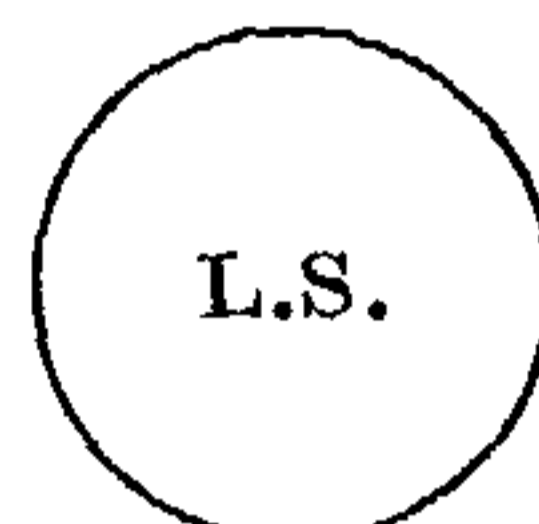
A D. 1936. The common seal of the LONDON AND  
NORTH EASTERN RAILWAY COM-  
PANY was hereunto affixed in the  
presence of



P. J. DOWSETT

Assistant secretary.

The common seal of the SOUTHERN  
RAILWAY COMPANY was hereunto  
affixed in the presence of



F. W. WILLIS

Secretary.

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