



## CHAPTER xxii.

An Act to provide for the carrying into effect of an agreement between the mayor aldermen and burgesses of the borough of Blackpool and the London Midland and Scottish Railway Company to provide for the removal of the Blackpool central railway station to another site in the said borough to empower the said mayor aldermen and burgesses to execute street improvements and other works and to acquire lands and for other purposes. A.D. 1938.

[26th May 1938.]

**W**HEREAS the borough of Blackpool is a county borough under the government of the mayor aldermen and burgesses thereof (in this Act called "the Corporation"):

And whereas the London Midland and Scottish Railway Company (in this Act called "the company") are the owners of certain lands in the borough including the Blackpool central railway station:

And whereas it would be of public and local advantage if the said station were removed to another site in the borough and the site of the present Blackpool central railway station were made available for public improvement and development:

And whereas the Corporation and the company have agreed to the conveyance by the Corporation to the company for the purpose of the reconstruction

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A.D. 1938. — of their said station and for other purposes of certain lands now owned by the Corporation or which the Corporation may acquire under this Act and to the conveyance by the company to the Corporation of certain lands including the site of the said railway station on the terms and conditions contained in an agreement a copy of which is set forth in the First Schedule to this Act and it is expedient that the said agreement should be confirmed and provision should be made for carrying the same into effect :

And whereas it is expedient to confer further powers upon the Corporation relative to the construction of street improvements and the acquisition and use of lands :

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

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

And whereas estimates have been prepared by the Corporation for the following purposes :—

The purchase of lands for the purposes of this Act - - - - -	£ 859,000
The payment to be made under clause 4 of the scheduled agreement - - -	250,000
The construction of the new streets and the street improvements authorised by this Act - - - - -	61,000
The provision of subways for electric cables and gas mains the diversion and filling in of sewers and the alteration of existing mains and cables under clause 6 of the scheduled agreement - - - - -	65,000

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

And whereas in relation to the promotion of the Bill for this Act the requirements of Part XIII of the Local Government Act 1933 have been observed :



And whereas plans and sections showing the lines and levels of the works authorised by this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the town clerk of the borough 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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May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

1.—(1) This Act may be cited as the Blackpool Improvement Act 1938.

Short and collective titles.

(2) The Blackpool Improvement Acts 1853 to 1935 and this Act may be cited as the Blackpool Improvement Acts 1853 to 1938.

2.—(1) The Lands Clauses Acts (so far as the same are applicable for the purposes of and are not varied by or inconsistent with this Act) are hereby incorporated with and form part of this Act with the following exceptions and modification :—

Incorporation of Lands Clauses Acts.

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

8 & 9 Vict. c. 18.

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

(2) The expression "the promoters of the undertaking" in the Lands Clauses Acts shall for the purposes of this Act be construed to mean the Corporation.

3.—(1) In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith or by the Public Health Act 1936 have the same respective meanings unless

Interpretation.  
26 Geo. 5. & 1 Edw. 8. c. 49.

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

“ The borough ” means the borough of Blackpool;

“ The Corporation ” means the mayor aldermen and burgesses of the borough of Blackpool;

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

“ The scheduled agreement ” means the agreement made between the Corporation and the company a copy of which is set forth in the First Schedule to this Act;

“ The general rate fund ” means the general rate fund of the borough;

“ The Minister ” means the Minister of Health;

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

“ The Act of 1933 ” means the Local Government Act 1933.

9 & 10  
Geo. 5. c. 57.

Confirma-  
tion of  
scheduled  
agreement.

4. The scheduled agreement is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications (if any) as may be agreed between the said parties in writing under their respective common seals :

Provided that clause 10 of the scheduled agreement shall be read and have effect as if in subparagraph (iii) of paragraph (b) the words “ more than one foot in twenty-three feet ” were substituted for the words “ less than one in twenty-three.”

Acquisition  
of lands.

5.—(1) Subject to the provisions of this Act the Corporation may enter upon take appropriate and use all or any part of the lands delineated on the deposited



plans and described in the deposited book of reference for the following purposes (namely):— A.D. 1938.

- (a) for the purposes of the scheduled agreement;
- (b) for the purposes of the street improvements authorised by this Act including the improvement and development of frontages or of the lands abutting on or adjacent to any street:

Provided that nothing in this Act shall authorise the Corporation to enter upon take appropriate or use the lands coloured red on the plan signed in triplicate by Sir Alexander West Russell the chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plan has been deposited in the Parliament Office of the House of Lords one copy in the Committee and Private Bill Office of the House of Commons and one copy with the town clerk of the borough.

(2) Nothing in this section contained or shown on the deposited plans shall authorise the Corporation to acquire compulsorily the interest of the company in any land otherwise than in accordance with the provisions of the scheduled agreement.

6. Notwithstanding anything in this Act or shown on the deposited plans the Corporation shall not under the powers of this Act acquire otherwise than by agreement any property of the Blackpool Tower Company Limited other than that shown coloured red on the plan signed in duplicate by Trevor Treharne Jones on behalf of the Corporation and by John Harry Clegg on behalf of the said company. For protection of Blackpool Tower Company Limited.

7. Notwithstanding anything in this Act or shown on the deposited plans the Corporation shall not under the powers of this Act acquire otherwise than by agreement any property of the Brunswick Property Company Limited other than that shown coloured red on a plan attached to an agreement made the thirty-first day of March nineteen hundred and thirty-eight between the Corporation of the one part and the company of the other part. For protection of Brunswick Property Company Limited.

8. The powers granted by this Act for the compulsory purchase of the lands numbered 29 on the deposited plans shall only be exercised subject to and in accordance with the provisions of an agreement made For protection of executors of Robert

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A.D. 1938. the tenth day of March nineteen hundred and thirty-eight between the Corporation of the one part and Butcher Mather deceased. Oswald Aloysius Goodier Ellen Mather and Theresa Margaret Mather of the other part.

For protection of Richard Seed and Company Limited. **9.** Notwithstanding anything in this Act or shown on the deposited plans the Corporation shall not under the powers of this Act acquire otherwise than by agreement any property of Richard Seed and Company Limited other than that shown coloured red on the plan attached to an agreement made the thirty-first day of March nineteen hundred and thirty-eight between the Corporation of the one part and the said company of the other part.

For protection of Sir Lindsay Parkinson Holdings Limited. **10.** Notwithstanding anything in this Act or shown on the deposited plans the Corporation shall not under the powers of this Act acquire any property of Sir Lindsay Parkinson Holdings Limited otherwise than in accordance with the agreement made the twelfth day of April nineteen hundred and thirty-eight between Sir Lindsay Parkinson Holdings Limited of the one part and the Corporation of the other part.

For protection of Martha Ann Ducksbury and Virginia Victoria Parkinson. **11.** Notwithstanding anything in this Act or shown on the deposited plans the Corporation shall not under the powers of this Act acquire otherwise than by agreement any property of Martha Ann Ducksbury and Virginia Victoria Parkinson other than that shown coloured pink on the plan attached to an agreement made the fourth day of April nineteen hundred and thirty-eight between the said Martha Ann Ducksbury and Virginia Victoria Parkinson of the one part and the Corporation of the other part.

For protection of Joshua Tetley and Sons Limited. **12.** Notwithstanding anything contained in this Act or shown on the deposited plans the Corporation shall not under the powers of this Act enter upon take appropriate or use any part of the lands belonging to Joshua Tetley and Sons Limited and numbered on the deposited plans 75 and 76 and described under the said numbers in the deposited book of reference.

Period for compulsory purchase of lands. **13.** The powers granted by this Act for the compulsory purchase of lands for the purposes of the street improvements authorised by this Act shall cease on the thirty-first day of December nineteen hundred



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and forty-three and for the other purposes of this Act shall cease on the thirty-first day of December nineteen hundred and forty-one. A.D. 1938. —

14. The period limited by section 7 (Period for compulsory purchase of lands) of the Blackpool Improvement Act 1935 for the compulsory purchase of lands required for and in connection with the purposes of paragraph (e) of subsection (1) of section 5 (Acquisition of land) of the said Act of 1935 is hereby extended until the thirty-first day of December nineteen hundred and forty-one but on that date the powers of such compulsory purchase shall cease except so far as such powers shall have been exercised. Extension of time for compulsory purchase of lands. 25 & 26 Geo. 5. c. cviii.

15.—(1) The Corporation may stop up the whole or such portion or portions as they think fit of the highways and parts of highways described in the Second Schedule to this Act and thereupon all rights of way over or along the same shall be extinguished and the Corporation may appropriate and use the sites of the highways or parts of highways stopped up: Stopping up of highways.

Provided that the Corporation shall not under the powers of this subsection stop up any part of a highway unless—

- (a) it is bounded on both sides by houses and lands belonging to the Corporation; or
- (b) the Corporation obtain the consent of the owners lessees and occupiers of the houses and lands abutting on such part of a highway.

(2) The Corporation 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 law with reference to the taking of lands otherwise than by agreement.

16.—(1) If and when the Corporation shall acquire the site of the Bethesda Congregational Church burial ground they shall before applying or using any part thereof for any of the purposes of this Act or of the scheduled agreement remove or cause to be removed the remains of all deceased persons interred in the said burial ground. Removal of human remains.

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(2) Before proceeding to remove any such remains the Corporation shall publish a notice in each of three successive days in two local newspapers circulating in the borough to the effect that it is intended to remove such remains and such notice shall have embodied in it the substance of subsections (3) (4) (5) (6) and (7) of this section.

(3) Any time within two months after the first publication of such notice any person who is an heir executor administrator or relative of any deceased person whose remains are interred in the said burial ground may give notice in writing to the Corporation of his intention to undertake the removal of such remains and thereupon he shall be at liberty to cause such remains to be removed to and re-interred in any burial ground or cemetery in which burials may legally take place.

(4) If any person giving such notice as aforesaid shall fail to satisfy the Corporation that he is such heir executor administrator or relative as he claims to be the question may be determined on the application of either party by the Blackpool county court which shall have power to make an order specifying who shall remove the remains and the application may be heard and determined by the registrar of the court.

(5) The expense of such removal and re-interment (not exceeding in respect of remains removed from any one grave the sum of fifteen pounds) shall be defrayed by the Corporation such sum to be apportioned if necessary equally according to the number of remains in the grave.

(6) If within the aforesaid period of two months no such notice as aforesaid shall have been given to the Corporation in respect of the remains in any grave or if after such notice has been given the persons giving the same shall fail to comply with the provisions of this section the Corporation may remove the remains of the deceased person and cause them to be interred in such other burial ground or cemetery in which burials may legally take place as the Corporation think suitable for the purpose.

(7) All monuments and tombstones relating to the remains of any deceased person removed under this section shall at the expense of the Corporation be removed and re-erected at the place of re-interment of such remains



or at such place within the borough as the registrar of the Blackpool county court may direct on the application (if any) of such heir executor administrator or relative as aforesaid or failing such application on the application of the Corporation and the Corporation shall cause to be made a record of such monuments and tombstones and of their situation when re-erected showing the particulars respecting each monument and tombstone as a separate entry and such record shall be deposited at the General Register Office Somerset House London with the miscellaneous records in the custody of the Registrar-General.

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(8) The removal of the remains of any deceased person under this section shall be carried out under the supervision and to the satisfaction of the medical officer of health of the borough.

**17.** Subject to the provisions of this Act the Corporation may make and maintain in the lines and according to the levels shown on the deposited plans and sections the street improvements hereinafter mentioned together with all necessary or proper works improvements junctions connections approaches embankments retaining walls sewers drains and conveniences connected therewith or incidental thereto.

Power to  
make street  
improve-  
ments.

The street improvements hereinbefore referred to and authorised by this section will be wholly situate in the borough and are—

Work No. 1 A widening and improvement of Bank Hey Street on the southerly side and Central Drive on the westerly side;

Work No. 2 A widening and improvement of Promenade on the easterly side;

Work No. 3 A widening and improvement of Chapel Street on both sides;

Work No. 4 A widening and improvement of Brunswick Street on both sides and a new street in continuation thereof in an easterly direction to Central Drive;

Work No. 5 A widening and improvement of Bonny Street on both sides between Brunswick Street and Chapel Street;

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Work No. 6 A new street from Brunswick Street to Chapel Street;

Work No. 7 A new street from the continuation of Brunswick Street (Work No. 4) to Chapel Street;

Work No. 8 A new street from Promenade to Central Drive;

Work No. 9 A new street from Central Drive to the new street (Work No. 8):

Provided that notwithstanding anything contained in this Act or shown on the deposited plans and sections the Corporation shall not under the powers of this Act construct so much of the said Work No. 1 as lies to the south of the junction of Central Drive and Louise Street.

For protection of  
Fylde Water  
Board.

**18.** Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection of the Fylde Water Board (in this section referred to as "the board") shall unless otherwise agreed in writing between the board and the Corporation have effect (that is to say):—

- (1) The board are hereby empowered if they deem reasonably necessary by reason of any works or improvements of the Corporation by this Act authorised to alter the situation of or relay any water mains valves hydrants service pipes stopcocks stopcock-boxes meters meter boxes and appliances of any description (all of which before-mentioned matters and things are collectively or separately referred to hereafter as "mains and apparatus") and also to provide and lay where they deem reasonably necessary any substituted mains and apparatus in order to maintain the supply of water during the construction of any such works alterations or improvements as afore-said and the Corporation shall pay to the board the net cost of such alterations and re-laying and also of the provision and laying of substituted mains and apparatus as certified by the engineer of the board after credit shall have been given to the Corporation for the value of the mains and apparatus thrown into disuse:
- (2) The Corporation shall give the board fourteen days' notice before the commencement of any of the works under this Act:



- (3) The board shall after the receipt of the said notice from the Corporation serve notice upon the Corporation with a plan showing the required alterations and re-laying of mains and apparatus and for the laying of substituted mains and apparatus and the board shall if possible within fourteen days after the service of such notice and plan commence to execute such alterations re-laying or laying and shall complete the same with all reasonable dispatch :
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Provided that the positions of such substituted mains and apparatus shall first be agreed by the borough surveyor of the Corporation :

- (4) Nothing in this Act contained shall authorise the Corporation to erect or construct any buildings or works other than bridges over the site of any mains and apparatus :

Provided however that the foundations piers and abutments of any bridges which may be erected by the Corporation shall not be erected upon or over the site of any such mains or apparatus but shall leave sufficient working room to enable the board to carry out the duty of inspection maintenance repair or renewal of any mains and apparatus :

- (5) The Corporation shall make compensation to the board for any damage done to any mains and apparatus by reason or in consequence of the construction of the works and improvements under this Act :

- (6) If any difference shall arise between the parties as to the meaning or intent of anything herein contained or as to anything done by either party or as to the fact of damage to any mains and apparatus and the compensation payable by the Corporation in respect thereof the same shall be referred to a single arbitrator to be agreed between the parties or failing such agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and subject as

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aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference.

Railway station &c. to form part of undertaking of company.

**19.** The railway station and other buildings railways works and conveniences which may be constructed or erected by the company upon lands to be conveyed to the company under the scheduled agreement shall for the purposes of fares rates tolls and charges and for all other purposes form part of the undertaking of the company and the company may use any lands to be conveyed to them under the scheduled agreement for any of the purposes for which they are authorised to use lands acquired by them under a special Act incorporating the Railways Clauses Consolidation Act 1845.

8 & 9 Vict. c. 20.

Power to borrow.

**20.**—(1) The Corporation shall have power in addition and without prejudice to their powers of borrowing under the Act of 1933 from time to time to borrow without the consent of any sanctioning authority for and in connection with the purposes mentioned in the first column of the following table the respective sums mentioned in the second column of the said table and they shall pay off all moneys so borrowed within such periods as the Corporation may determine not exceeding those respectively mentioned in the third column of the said table :—

1	2	3
Purpose.	Amount.	Period for repayment calculated (except where otherwise stated) from the date or dates of borrowing.
(a) The purchase of lands for the purposes of this Act.	£ 859,000	Sixty years.
(b) The payment to be made under clause 4 of the scheduled agreement.	250,000	Sixty years.
(c) The construction of the new streets and the street improvements authorised by this Act.	61,000	Thirty years.
(d) The provision of subways for electric cables and gas mains the diversion and filling in of sewers and the alteration of existing mains and cables under clause 6 of the scheduled agreement.	65,000	Thirty years.
(e) The payment of the costs charges and expenses of this Act.	The sum requisite.	Five years from the passing of this Act.



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(2) The provisions of Part IX of the Act of 1933 so far as they are not inconsistent with this Act or any scheme made under section 102 (Consolidated loans fund) of the Blackpool Improvement Act 1925 as amended by section 64 (Amendment of consolidated loans fund scheme) of the Blackpool Improvement Act 1935 and for the time being in force shall extend and apply to money borrowed under this section as if it were borrowed under Part IX of that Act and the period fixed for the repayment of any money borrowed under this section shall as respects that money be the fixed period for the purpose of the said Part IX.

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15 & 16  
Geo. 5.  
c. cii.

21. The Minister may hold such inquiries as he may consider necessary in regard to the exercise of any powers conferred upon him or the giving of consents under this Act and section 290 of the Act of 1933 shall apply accordingly.

Inquiries by  
Minister.

22. The sections of the Public Health Act 1936 hereinafter mentioned shall have effect as if they were re-enacted in this Act and in terms made applicable thereto (that is to say) :—

Application  
of provisions  
of Public  
Health Act  
1936.

Section 283 (Notices to be in writing; forms of notices &c.);

Section 284 (Authentication of documents);

Section 285 (Service of notices &c.);

Section 286 (Proof of resolutions &c.);

Section 304 (Judges and justices not to be disqualified by liability to rates);

Section 328 (Powers of Act to be cumulative).

23.—(1) The following provisions shall so far as they are applicable for the purpose extend and apply with the necessary modifications to and in relation to this Act and be incorporated with and form part of this Act (that is to say) :—

Incorpora-  
tion of  
sections of  
existing  
Acts.

The Blackpool Improvement Act 1893—

Section 117 (Power to take easements &c. by agreement).

56 & 57 Vict.  
c. lxxxvi.

The Blackpool Improvement Act 1917—

Section 55 (Subsidiary works);

7 & 8 Geo. 5.  
c. lii.

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Section 56 (Power to alter steps areas pipes &c.);

Section 57 (For protection of telegraphic lines of Postmaster-General);

Section 61 (Temporary stoppage of streets);

Section 63 (Compensation in case of recently acquired interest).

10 & 11  
Geo. 5.  
c. lxxxiii.

The Blackpool Improvement Act 1920—

Section 15 (Extinction of private rights of way);

Subsection (1) of section 17 (Proceeds of sale of surplus lands).

The Blackpool Improvement Act 1925—

Section 6 (Power to enter upon property for survey and valuation).

18 & 19  
Geo. 5.  
c. cxii.

The Blackpool Improvement Act 1928—

Section 8 (Benefits to be set off against compensation);

Section 9 (Purchase of lands for exchange);

Section 10 (Power to reinstate owners of property);

Section 11 (Retention and disposal of lands);

Section 12 (Power to develop lands);

Section 14 (Limits of deviation).

The Blackpool Improvement Act 1935—

Section 6 (Correction of errors in deposited plans and book of reference).

(2) Provided that for the purposes of such incorporation section 63 of the Blackpool Improvement Act 1917 shall have effect as if the twentieth day of November nineteen hundred and thirty-seven were therein mentioned instead of the twentieth day of November nineteen hundred and sixteen.

Costs of  
Act.

24. The costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act as taxed and ascertained by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation out of the general rate fund or out of money to be borrowed under this Act for that purpose.



The SCHEDULES referred to in the  
foregoing Act.

A.D. 1938.

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THE FIRST SCHEDULE.

THE SCHEDULED AGREEMENT.

THIS AGREEMENT is made the eleventh day of March one thousand nine hundred and thirty-eight between THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF BLACKPOOL (hereinafter called "the Corporation") of the one part and the LONDON MIDLAND AND SCOTTISH RAILWAY COMPANY (hereinafter called "the Company") of the other part.

WHEREAS—

- (1) The Corporation are the owners in fee simple in possession of the lands and premises (hereinafter called "the green land") described in the First Schedule hereto and delineated and coloured green on the plan marked "A" hereto annexed (hereinafter called "the plan") and the same form part of the gas and transport undertakings of the Corporation :
- (2) The Corporation are proposing to promote in Parliament a Bill (hereinafter called "the Bill") and thereby to seek among other things power to acquire compulsorily or by agreement the lands and premises (hereinafter called "the pink land") described in the Second Schedule hereto and delineated and coloured pink on the plan :
- (3) The Company are the owners in fee simple in possession of the lands and premises (hereinafter called "the yellow land") described in the Third Schedule hereto and delineated and coloured yellow on the plan (except a very small portion thereof of which the Company are leaseholders for a term of nine hundred and ninety-nine years from the eighth day of February one thousand eight hundred and sixty-seven) and the same are held by them for the purposes of or in connection with their railway undertaking and include the present Blackpool central railway station of the Company :

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(4) The Corporation are desirous of acquiring possession of the yellow land and re-developing the same in conjunction with other lands and premises (hereinafter called "the brown land") adjoining thereto and coloured brown on the plan and the Company are desirous of reconstructing their said station :

(5) The Corporation and the Company are respectively willing to facilitate the carrying out of the desires and purposes hereinbefore mentioned in the manner and upon the terms and subject to the conditions hereinafter set forth :

Now it is hereby agreed between the parties hereto as follows :—

1. The Corporation shall promote the Bill in Parliament in the session 1937-38 and shall include therein all provisions which may be necessary for confirming this agreement and for enabling them to acquire compulsorily or by agreement the pink land and for closing all public and private streets and rights of passage thereon and for closing Princess Street so far as it passes under the existing railway and through the green land and for conferring upon the Corporation all such other powers and making such other enactments as may be necessary or desirable for enabling this agreement to be carried into effect or otherwise in relation thereto and the Company shall afford to the Corporation free of cost all such assistance as the Corporation may reasonably require with a view to securing the passage of the Bill so far as it relates to the subject of this agreement into law.

2. The Corporation shall give to the Company vacant possession (subject as hereinafter provided) of the green land and the pink land as soon as may be reasonably practicable after the passing of the Bill having regard to the steps necessary to be taken for removing the existing gasworks and ancillary works and for the erection of the new works in substitution therefor and for removing other property of the Corporation from the green land for completing the acquisition and obtaining possession of the pink land and executing such works and doing such things in relation to either the green land or the pink land as they are required or permitted to execute and do under or in pursuance of the provisions of this agreement and shall free of legal costs convey (as hereinafter provided) the green land and the pink land together with the mines and minerals thereunder to the Company in fee simple free from all incumbrances including public and private rights of passage.

3. Forthwith after the Corporation shall have delivered vacant possession as aforesaid to the Company of the green land and the pink land the Company shall as soon as may be reasonably



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practicable proceed with and shall carry out and complete as expeditiously as possible the construction equipment and opening of their new railway station upon the green land and the pink land and other land belonging to them with frontage on Chapel Street and the dismantling and removal from the yellow land in pursuance of paragraph (1) of clause 7 hereof of the things mentioned in that paragraph and forthwith upon completion of all the said operations the Company shall free of legal costs convey (as hereinafter provided) the yellow land (together with the mines and minerals thereunder so far as the Company have power to grant the same) to the Corporation in fee simple (except as regards the said leasehold portion which they shall assign to the Corporation for the residue of the said term) free from incumbrances except as mentioned in the Fourth Schedule hereto and give to the Corporation vacant possession (subject as hereinafter provided) of the yellow land.

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1ST SER.  
—cont.

4. The conveyance of the green land and the pink land to the Company and the conveyance by the Company to the Corporation of the yellow land shall be by deed of exchange and the Corporation shall pay to the Company upon delivery of vacant possession (subject as hereinafter provided) of the yellow land the sum of two hundred and fifty thousand pounds in respect of the excess in value of the yellow land over the land to be conveyed by the Corporation to the Company.

5. Any obligations with respect to the provision of housing accommodation for persons displaced in consequence of the exercise of the powers to be conferred upon the Corporation under the Bill of acquiring the pink land shall be undertaken and discharged by the Corporation.

6.—(1) Before delivering possession of the green land and the pink land to the Company the Corporation shall remove or cause to be removed therefrom all buildings structures and works and shall in other respects clear the area of the green land and the pink land and shall alter all sewers sewer shafts electric cables and conduits water mains gas mains telephone lines and wires street boxes hydrants manholes and other public service apparatus which shall be in upon or above the said lands as may be necessary to render the same free for the construction of the new railway station of the Company the details of such alterations to be agreed between the borough engineer and surveyor of the Corporation and the chief engineer of the Company.

(2) The Corporation shall be entitled if they think fit to continue and to maintain and renew the said sewers and other apparatus and services as aforesaid as so altered and at any time before such delivery of possession to construct or lay and thereafter to maintain and renew any other such public service



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apparatus in or upon the green land or the pink land as may be agreed between the said engineers and shall at all times have reasonable facilities for access to any apparatus so continued altered constructed or laid for the purpose of maintaining and renewing the same.

(3) The said sewers and other apparatus services and works as aforesaid shall be at all times efficiently maintained by and at the cost of the Corporation and if any injury to the railways or works of the Company or any interruption to the passage or conduct of traffic over such railways shall arise by reason of the failure of the Corporation to maintain any of such sewers apparatus service or works or if any bursting leakage or failure of the works of the Corporation shall cause any injury to any such railway or works of the Company all such injury shall forthwith be made good by the Corporation at their own expense and to the reasonable satisfaction of the Company's engineer and the Corporation shall be responsible for and save harmless and indemnify the Company from all claims in respect of any such injury or interruption and shall make compensation to the Company for and in respect thereof and compensation for any disturbance of traffic which the maintenance of the works of the Corporation may entail.

(4) In the event of any difference or dispute between the Corporation and the Company or their respective engineers in relation to any matter arising out of this clause the same shall be referred to arbitration in accordance with the provisions in that behalf hereinafter contained.

7.—(1) Before delivering possession of the yellow land to the Corporation the Company shall dismantle and remove therefrom all signal boxes posts wires and levers signalling instruments and other signalling apparatus and materials and all rails chairs sleepers points point levers buffer stops and other permanent way apparatus and material and all platform roofs concourse roofs and station entrance roofs and shall remove the superstructure of the bridge over Chapel Street.

(2) Upon delivering possession of the yellow land to the Corporation the Company shall leave thereon all station hostel shop and other buildings and fixtures now situate thereon or hereafter constructed or placed thereon except tenants' buildings or other property which they may be at liberty to remove and any such things as are mentioned in paragraph (1) of this clause and any such things as shall before delivery of such possession have been destroyed worn out or replaced in the ordinary course of the carrying on of the undertaking of the Company and all the things so left upon the yellow land shall upon such delivery of possession become and be the property of the Corporation.



[1 & 2 GEO. 6.] *Blackpool Improvement* [Ch. xxii.]  
*Act, 1938.*

8. The delivery of possession of the yellow land by the Company as aforesaid shall be subject to the tenancies of the seven dwelling-houses (being numbers 56 58 60 62 and 64 Chapel Street and numbers 32 and 34 Oddfellow Street) erected thereon and the Corporation shall undertake responsibility for obtaining possession of such dwelling-houses and for any rehousing required in connection therewith and the Company shall repay to the Corporation the amount of any expenses reasonably incurred by the Corporation in so obtaining possession except any expenses incurred in providing alternative accommodation for the occupiers.

A.D. 1938.

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1ST SCH.  
—cont.

9. In connection with the building of the said new railway station—

(1) The Company shall construct the concourse of the said station so that the level of the upper side of the floor thereof where the concourse adjoins the footpath on the south side of Chapel Street shall not be higher than thirty feet above Ordnance datum and the Corporation shall alter the levels of Chapel Street so far as may be necessary to bring the said footpath where it adjoins the station concourse into accord with the level of the said concourse as so constructed. For the purpose of this paragraph Ordnance datum shall be taken as based on the mean tide level at Newlyn:

(2) The Corporation shall facilitate so far as they reasonably can the carrying out by the Company of their scheme for provision of the said new railway station in the most economical manner in regard to any matters affecting public streets sewers or other works or services under the control of the Corporation and in particular the Corporation so far as they may have power shall permit the Company to make an entrance to the new station from Central Drive on the north-east side of the pink land. The Corporation shall also take such steps as may be reasonably practicable to ensure the free movement of both vehicular and pedestrian traffic to and from the proposed new station.

10. (a) The Company shall promote a Bill in Parliament in the session 1937-38 to authorise them to extend the bridge carrying their railways over Rigby Road or to construct a new bridge to carry additional lines of railway over that road and to lengthen the bridge carrying Waterloo Road over their railway and widen the span thereof or add an additional span thereto and the Corporation shall afford to the Company free of cost all such assistance as the Company may reasonably require with a view to securing the passage into law of the said Bill so far as it relates to the matters aforesaid.

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*Act, 1938.*

A.D. 1938.

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1st Sch.  
—cont.

(b) The following provisions shall apply in relation to the exercise by the Company of the said powers:—

- (i) the Company shall to the satisfaction of the borough engineer throughout the whole length of the bridge over Rigby Road line the underside and abutments of the bridge with glazed tiling or other similar material approved by the borough engineer and will construct the said bridge so that equipment reasonably necessary for concealed artificial lighting can be provided by the Corporation and shall reimburse to the Corporation any expenses which the Corporation may reasonably incur in reconstructing the road under the widened bridge and in re-laying any sewers mains or other public services whether under the control of the Corporation or not which are situate in upon or under the said road or the said bridge so far as such reconstruction or relaying are rendered necessary by the works carried out by the Company;
- (ii) the Company shall if so required by the Corporation construct the lengthening as aforesaid of the bridge carrying Waterloo Road over the Company's railway so as to have a width of sixty feet between the parapets thereof and in that event the Corporation shall reimburse to the Company one-half of the difference between the cost of such construction and the cost which would have been incurred if the Company had constructed the lengthening of the said bridge with a width of fifty-six feet between the parapets;
- (iii) the Company shall construct the bridge carrying Waterloo Road over their railway so that the gradient of the approach road thereto on the east side of the bridge shall be not less than one in twenty-three;
- (iv) the Company shall reimburse to the Corporation any expenses which the Corporation may reasonably incur in reconstructing the portion of the road over the bridge carrying Waterloo Road over the railway which is affected by the works of the Company and in re-laying the tramway track and any sewers mains or other public services whether under the control of the Corporation or not in so far as the same is necessitated by such works as aforesaid;
- (v) not less than two months before commencing the execution of any works upon or in connection with the said bridges or roads referred to in this clause or either of them the Company shall submit to the Corporation plans sections and specifications of such works and the same shall be subject to the approval of the Corporation



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or failing such approval to settlement by arbitration in accordance with the provisions in that behalf hereinafter contained and the Company shall not execute the works except in conformity with such plans sections and specifications as so approved or settled unless otherwise agreed between the Corporation and the Company.

A.D. 1938.

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1st Sch.  
—cont.

11.—(1) If the Corporation shall give notice to the Company of their intention to divert Princess Street or to construct a new street having a width of not more than forty-two feet wholly or partly upon the existing site of Princess Street where the same passes under the existing railway of the Company and through the green land the Company shall grant to the Corporation free of charge an easement for that purpose and shall construct a bridge to carry their new railway station over such diverted or new street in accordance with plans sections and specifications reasonably approved by the borough engineer and to the reasonable satisfaction of the said engineer.

(2) The Corporation shall repay to the Company the net cost reasonably incurred by them in the construction of the bridge referred to in paragraph (1) of this clause together with an addition of seven and one-half per centum of the amount of such net cost in respect of supervision and administrative expenses.

12. In connection with the scheme which the Corporation are proposing to undertake for a new lay-out and re-development of the area edged red on the plan marked " B " hereunto annexed the Corporation shall lay out the new streets street widenings and public gardens in manner indicated on the said plan or in such other positions authorised by the Act to follow the Bill as may be agreed upon between the Corporation and the Company or failing such agreement may be determined by arbitration in accordance with the provisions in that behalf hereinafter contained and in the event of such arbitration the arbitrator shall give special attention to the need for affording adequate facilities for access by road to and from the new railway station of the Company on the green land and the pink land and to prominence being given to the existence of the same.

13. The Corporation undertake that the transfer of the yellow land from the Company to the Corporation in pursuance of this agreement shall not except by agreement with the Company directly or indirectly result in or be made the opportunity for the provision of facilities on the yellow land for road traffic of a long-distance or non-local character in competition with the railway traffic of the Company Provided that this undertaking shall not apply to so much of the yellow land as the Corporation propose to convey to W. C. Standerwick

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1ST SCH.  
—cont.

Limited and which is cross-hatched in black on the plan Any difference which may arise between the Corporation and the Company as to whether or not any traffic is of a long-distance or non-local character or is in competition with the railway traffic of the Company shall be determined by arbitration in accordance with the provisions in that behalf hereinafter contained except that the President of the Law Society shall be substituted for the President of the Institution of Civil Engineers.

14. Not less than two months before the date at which the Corporation will be under obligation in pursuance of this agreement to give vacant possession of the green land and the pink land to the Company the Corporation shall deliver to the Company an abstract of the title of the Corporation to the green land and the pink land and not less than two months before the date at which the Company will be under obligation in pursuance of this agreement to give vacant possession of the yellow land to the Corporation the Company shall deliver to the Corporation an abstract of the title of the Company to the yellow land The party receiving the abstract shall within one month after receiving the same make and send to the party delivering the abstract their objections and requisitions (if any) in respect of the title or the abstract and all objections and requisitions not sent within that time shall be deemed to be waived The deed of exchange of the green land and the pink land and the yellow land shall be prepared in duplicate by the Corporation The engrossment of such deed shall be delivered by the Corporation to the Company not less than fourteen days before the date at which the exchange is to be completed.

15. If the party receiving the abstract shall make any objection or requisition which the party delivering the abstract is unable or unwilling to remove or comply with or if any question shall arise as to the conveyance and the party receiving the abstract shall not withdraw such objection or requisition or waive such question the objection requisition or question shall be referred to arbitration in accordance with the provisions in that behalf hereinafter contained except that the President of the Law Society shall be substituted for the President of the Institution of Civil Engineers and the arbitrator shall have full power to decide what shall be done under the circumstances including power to award the payment of compensation by one party to the other.

16. This agreement shall be scheduled to the Bill and is made subject to confirmation by Parliament under the Bill and to such alterations (if any) as Parliament may require to be made therein but in the event of either House of Parliament requiring any material alteration to be made in this agreement



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or in so much of the Bill as relates to the subject matter of this agreement it shall be lawful for either party by notice in writing to the other to cancel this agreement and thereupon this agreement shall be null and void and shall be withdrawn from the Bill.

A.D. 1938.

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1ST SCH.  
—cont.

17. If the Bill promoted by the Company referred to in clause 10 hereof shall not pass into law or if Parliament shall require any material alterations to be made in so much of that Bill as relates to the subject matter of this agreement it shall be lawful for either party by notice in writing to the other to cancel this agreement and thereupon this agreement shall be null and void and shall be withdrawn from the Bill.

18. Any reference in this agreement to any officer of the Corporation or the Company shall be deemed to refer to the holder for the time being of such office.

19. Any question matter or difference which under the provisions of this agreement is to be settled or determined by arbitration shall except as otherwise hereinbefore expressly provided be referred to an arbitrator to be agreed upon between the parties or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and save as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference.

In witness whereof the Corporation and the Company have caused their respective common seals to be affixed hereto the day and year first before written.

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THE FIRST SCHEDULE.

All those two pieces or parcels of land consisting of firstly a part of the site of the gas undertaking of the Corporation situate on the east side of the Blackpool-Preston branch line of the Company bounded on the north side by Princess Street and on the south side by Rigby Road and secondly a part of the sewage pumping station depot and car park belonging to the Corporation situate on the east side of the said branch line and bounded on the north by Rigby Road and on the south by other property of the Corporation.

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THE SECOND SCHEDULE.

All that piece or parcel of land situate on the east side of the Blackpool-Preston branch line of the Company and bounded

[Ch. xxii.] *Blackpool Improvement* [1 & 2 GEO. 6.]  
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A.D. 1938. by Chapel Street on the north Central Drive (as intended to be widened by the Corporation) on the north-east and the lands firstly referred to in the First Schedule on the south all which piece or parcel of land comprises the properties numbered on the plans deposited in connection with the Bill as follows :—

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1ST SCH.  
—cont.

278 to 290  
292 to 363  
365 to 388  
469 to 471  
473 to 482  
486 to 494  
496 to 498

and parts of the properties numbered on the said plans as follows :—

19	291	364	389	390	391	392	393	421	422	423
	466	467	468	472	483	484	485	495	499	500
	501	502	503	504	505	506	507	508	509	510
	516	536	650	689.						

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THE THIRD SCHEDULE.

All that piece or parcel of land bounded by Bank Hey Street on the north Central Drive on the north-east and Chapel Street on the south and comprising the properties numbered on the plans deposited in connection with the Bill as follows :—

1 to 7 11 to 17 and 20 to 28.

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THE FOURTH SCHEDULE.

(a) That portion of the yellow land which is hatched red on the plan is subject to a restriction against using the same for any purpose other than as a road and the easterly half of such portion is subject also to a perpetual right of way thereover appurtenant to the King Edward VII public-house adjoining the same.

(b) That portion of the yellow land which is hatched blue on the plan was expressed to be conveyed to the Company's predecessors in title subject to suit and service at the court for the manor of Layton with Warbreck. It is presumed therefore that this portion was either copyhold or customary freehold and the Corporation shall make no requisition or objection in consequence thereof but shall take this portion of the property subject to any outstanding claims of the lord of the manor. This portion of the property is also subject to a restriction against the carrying



[1 & 2 GEO. 6.] *Blackpool Improvement* [Ch. xxii.]  
*Act, 1938.*

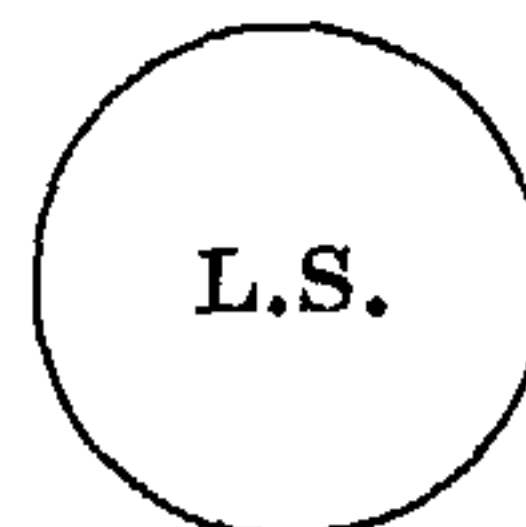
on thereon of the trade or business of a brewer distiller alehouse keeper victualler inn or tavern keeper or any other noisy or offensive trade or business and subject also to certain building restrictions.

A.D. 1938

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1ST SCH.  
—cont.

(c) That portion of the property which is leasehold is held under a lease dated the eighth day of February one thousand eight hundred and sixty-seven and made between Philip Kershaw of the one part and John Read of the other part an abstract of such lease having been delivered to the Corporation they shall be deemed to have notice of the contents thereof Such lease comprises other land of much greater extent not vested in the Company and in the assignment to the Lancashire and Yorkshire Railway Company and the London and North Western Railway Company (the Company's predecessors in title) of the portion in question the assignor covenanted to pay the whole of the rent of nine pounds seventeen shillings and sevenpence halfpenny reserved by the lease and to indemnify the said companies in respect thereof.

The common seal of the MAYOR  
ALDERMEN AND BURGESSES  
of the BOROUGH OF BLACK-  
POOL was hereunto affixed  
by authority of the council  
of the said borough in the  
presence of

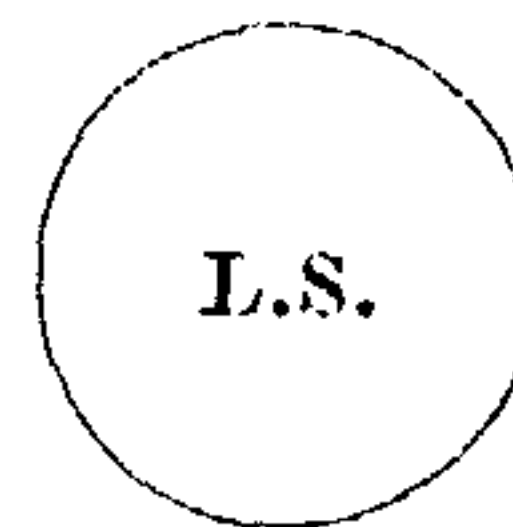


JOHN R. QUAYLE  
Mayor

by

TREVOR T. JONES  
Town clerk.

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



G. R. SMITH  
Assistant secretary.

[Ch. xxii.] *Blackpool Improvement* [1 & 2 GEO. 6.]  
Act, 1938.

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THE SECOND SCHEDULE.

HIGHWAYS AND PARTS OF HIGHWAYS WHICH MAY BE  
STOPPED UP.

Number on deposited plans.	Name or description of highway or part of highway.
12	Back street at rear of houses numbered 13 to 17 inclusive on the deposited plans.
37	So much of Bonny Street as lies between Promenade and Brunswick Street (the points marked A and B on the deposited plans).
38	Passage leading from Bank Hey Street to Bonny Street.
125	Harewood Street.
148	Back Brunswick Street.
164	Oddfellow Street.
180	Back Oddfellow Street.
198	East Street.
207	So much of Cragg Street as lies between Brunswick Street and Chapel Street (the points marked C and D on the deposited plans).
235	Back Chapel Street.
258	So much of Coop Street as lies between Chapel Street and the back street numbered 263 on the deposited plans (the points marked E and F on the deposited plans).
263	Back street leading from Coop Street at rear of properties numbered 264 265 266 and 267 on the deposited plans.
291	Bethesda Road.
292	Kay Street.
314	Back street leading from the back street numbered 318 on the deposited plans to the back street numbered 319 on the deposited plans.
318	Back street leading from Princess Street to the back street numbered 319 on the deposited plans.
319	Back street leading from Louise Street to Kay Street.
362	Back street leading from Princess Street to Louise Street.
363	Middle Street.
365	Lancaster Avenue.
376	Back street leading from Middle Street to the back street numbered 318 on the deposited plans.
423	Louise Street.



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Number on deposited plans.	Name or description of highway or part of highway.	A.D. 1938. — 2ND SCH. —cont.
424	Back street leading from Louise Street to Salthouse Avenue.	
472	Back street leading from Erdington Road to Kent Road.	
494	Back street leading from Bethesda Road to the back street numbered 495 on the deposited plans.	
495	Back street leading from Central Drive to Kent Road.	
516A	Back street leading from Central Drive to Erdington Road.	
536	So much of Princess Street as lies between Central Drive and the back street at rear of Caroline Street (the points marked H and G on the deposited plans).	
551	Chadwick Street.	
566	Salthouse Avenue.	
622	Back street leading from Salthouse Avenue to Rigby Road.	
650	Erdington Road.	
689	Kent Road.	
690	Back street leading from the back street numbered 516A on the deposited plans to Salthouse Avenue.	

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Acts of Parliament

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*Act, 1938.*

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