



## CHAPTER xxxv.

An Act to empower the London and North Eastern Railway Company to acquire additional lands to extend the time for the completion of certain railways and for the compulsory purchase of certain lands and for other purposes.

A.D. 1929.

[10th May 1929.]

**W**HEREAS it is expedient that the London and North Eastern Railway Company (in this Act referred to as "the Company") should be empowered to acquire the lands in this Act described and that the construction of the works already completed and the acquisition of the railway already acquired which are described in this Act should be sanctioned and confirmed :

And whereas it is expedient that the periods now limited for the completion of certain railways by the Company and for the compulsory purchase of certain lands by the South Yorkshire Joint Line Committee should be extended as provided by this Act :

And whereas it is expedient that provision be made as in this Act contained with reference to the new superannuation scheme established under the powers of the Great Eastern Railway (General Powers) Act 1897 and the new pension scheme and new pension supplemental scheme established under the powers of the Great Eastern Railway (Pensions) Act 1898 :

And whereas it is expedient that the Company should be empowered to apply their funds to the purposes of

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*Eastern Railway Act, 1929.*

A.D. 1929.      this Act and that the other powers in this Act mentioned  
—      should be conferred :

And whereas plans of the lands by this Act authorised to be acquired and also a book of reference to such 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 clerk of the peace for the county of Durham which plans and book of reference are in this Act respectively referred to as the deposited plans and book of reference :

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

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

Short title.

1. This Act may be cited for all purposes as the London and North Eastern Railway Act 1929.

Interpretation.

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—

“ The Company ” means the London and North Eastern Railway Company ;

All distances and lengths stated in any description of works or lands 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 Part of an Act 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) :—

The Lands Clauses Acts—

Provided that 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 ;

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Part II (relating to extension of time) of the Railways  
Clauses Act 1863.

4.—(1) Subject to the provisions of this Act the Company may for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands in the county of Durham 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) :—

Power to  
Company  
to acquire  
lands.

Lands in the parishes of Thrislington Cornforth Garmondsway Moor and Trimdon in the rural district of Sedgefield and in the parishes of Wingate and Castle Eden in the rural district of Easington forming part of the site of or adjoining so much of the Company's Ferryhill and East Hartlepool Railway as lies between a point on the said railway five chains west of West Cornforth station and a point on the said railway two chains north-east of the Wingate Colliery junction signal box ;

Lands in the parishes of Sherburn Belmont and Pittington in the rural district of Durham the parishes of West Rainton East Rainton Moorsley and Little Eppleton in the rural district of Houghton-le-Spring and in the urban district of Hetton forming part of the site of or adjoining so much of the Company's Murton and Durham Elvet Railway as lies between a point eight chains south-west of Sherburn House station and a point two chains east of Eppleton Cottages at the boundary between the parishes of Little Eppleton and Great Eppleton ;

Lands in the urban district of Stanley the parishes of Edmondsley and Pelton in the rural district of Chester-le-Street the urban districts of Chester-le-Street and Washington the parish of Hylton

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—

in the rural district of Sunderland the parishes of Boldon and Boldon Colliery in the rural district of South Shields and the county borough of South Shields forming part of the site of or adjoining so much of the Company's Pontop and South Shields Railway as lies between a point on the said railway five chains east of the South Moor Colliery and a point on the said railway four and a half chains north of the bridge carrying Green Lane South Shields over the said railway but except so much of the lands numbered on the deposited plans 9 in the parish of Boldon Colliery as is in the occupation of the Harton Coal Company Limited;

Lands in the parishes of Haswell East Murton Seaton with Slingley Dalton-le-Dale Burdon and Seaham in the rural district of Easington the parish of Ryhope in the rural district of Sunderland and in the county borough of Sunderland forming part of the site of or adjoining so much of the Company's Stockton and Sunderland Railway and Hendon Branch Railway as lies between a point on the said railway twenty-two chains south of South Hetton station and a point on the said branch railway two chains south of the engine shed adjoining East Hendon Road in the said county borough;

Lands in the parishes of Monkton Boldon and Whitburn in the rural district of South Shields forming part of the site of or adjoining so much of the Company's Stockton Hartlepool and Newcastle Railway as lies between a point on the said railway forty-three chains west of Boldon Colliery station and a point on the said railway seventeen chains south-east of Whitburn Blue House;

Lands in the parish of Boldon in the rural district of South Shields forming part of the site of or adjoining so much of the Company's Brockley Whins and Tyne Dock Railway as lies between points on the said railway respectively twenty-seven chains and fifty chains north-east of Brockley Whins junction;

Lands in the parish of Boldon Colliery in the rural district of South Shields forming part of the site of or adjoining so much of the Company's Boldon Branch Railway as lies between West Boldon junction and a point on the said branch railway twelve chains north-east of the said junction ;

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Lands in the county borough of South Shields and in the parish of Boldon in the rural district of South Shields forming part of the site of or adjoining so much of the Company's Harton Branch Railway as lies between the level crossing on the said branch railway at Green Lane South Shields and a point on the said branch railway two chains east of Cleadon junction.

(2) Except as may be otherwise agreed between the Company and the parties interested the acquisition by the Company of any lands under the powers of this section shall not prejudice or affect any private rights in respect thereof existing at the passing of this Act or any existing rights with respect to or in connection with works for the accommodation of the owners and occupiers of lands adjoining any railway which is situate upon any lands so acquired by the Company but (except as otherwise agreed as aforesaid) all such rights shall continue to be exerciseable and enjoyed by the said parties in perpetuity after such acquisition.

(3) As from the date of the acquisition by the Company of any lands under the powers of this section the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway as varied by Part II of the Mines (Working Facilities and Support) Act 1923 shall apply to and in respect of any such lands so acquired by the Company and the railway constructed thereon as if such provisions had been incorporated with this Act.

5. 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-two.

Period for compulsory purchase of lands.

6. 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

Power to certain owners to grant easements &c.

A.D. 1929. (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.

Costs of  
arbitration  
in certain  
cases.

7. 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 shall be borne by the claimant. Provided that it shall be lawful for any judge of 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 judge 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 such judge may seem just and proper under all the circumstances of the case. Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Confirma-  
tion of  
diversion of  
West Marsh  
Branch  
Railway.

8.—(1) The Company may maintain and use the diversion of railway hereinafter described which has already been constructed (that is to say):—

A diversion (3 furlongs 1 chain in length) of the West Marsh Branch Railway of the Company situate in the county borough of Middlesbrough in the

north riding of the county of York commencing at a point on the said branch railway twenty chains west of Metz Bridge and terminating by a junction with the said branch railway at a point eight yards west of the bridge carrying the said branch railway over the road leading from Metz Bridge to Connals Wharf;

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and the expenditure of money thereon is hereby sanctioned and confirmed.

(2) The said diversion of railway shall for the purposes of tolls rates and charges and for all other purposes whatsoever form part of the undertaking of the Company.

(3) The Company may abandon and discontinue so much of the said branch railway as has been rendered unnecessary by the construction of the said diversion and may hold sell dispose of or apply to the purposes of their undertaking the site and soil of any part of the portion of the said branch railway so abandoned and discontinued.

9.—(1) The purchase and acquisition by the Company of the rights powers and obligations of the New Hucknall Colliery Company Limited in respect of the railway known as the Welbeck Colliery Branch Railway situate in the urban district of Warsop in the county of Nottingham together with all sidings buildings erections appliances works and conveniences connected therewith and of the rights easements and privileges to which the said colliery company were or may be entitled in connection therewith and in the lands on which the said railway works and conveniences have been constructed and in certain other lands in the said urban district adjoining or near thereto and the expenditure of money thereon are hereby sanctioned and confirmed.

Confirma-  
tion of  
purchase of  
Welbeck  
Colliery  
Branch  
Railway.

(2) The said branch railway shall for the purposes of tolls rates and charges and for all other purposes whatsoever form part of the undertaking of the Company.

10. The period now limited by the London and North Eastern Railway Act 1924 for the completion of Railways Nos. 1 and 2 authorised by that Act is hereby extended until the first day of October one thousand nine hundred and thirty-four and the said Act of 1924 shall be read and construed as if the period limited by

Extension  
of time for  
completion  
of works.

A.D. 1929.      this section for the completion of the said railways had  
—      been the period limited by the said Act for the completion thereof.

Extension  
of time for  
compulsory  
purchase of  
lands.

11. The period now limited by the Mid-Nottinghamshire Joint Railways Act 1926 for the compulsory purchase by the South Yorkshire Joint Line Committee of certain lands in the parishes of Loversall and Wadworth in the rural district of Doncaster in the west riding of the county of York authorised to be acquired by the North Eastern Railway Act 1913 and the London and North Eastern Railway Act 1923 is hereby extended until the first day of October one thousand nine hundred and thirty-two but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised.

For  
protection  
of West  
Riding  
County  
Council.

12. For the protection of the county council of the west riding of Yorkshire (in this section referred to as "the county council") the following provisions shall unless otherwise agreed in writing have effect with respect to any railway or other works (in this section referred to as "the railway") to be constructed on the lands in the parishes of Wadworth and Loversall in the rural district of Doncaster in the said west riding authorised by the North Eastern Railway Act 1913 and the London and North Eastern Railway Act 1923 to be acquired by the South Yorkshire Joint Line Committee (in this section referred to as "the committee") :—

- (1) The committee shall construct and thereafter maintain at their own expense all such culverts arches or other works as may be reasonably necessary for carrying any river drain or watercourse under or alongside the railway or any work connected therewith. The said works shall be constructed in accordance with plans sections and particulars previously submitted to and reasonably approved by the county council or other drainage authority having for the time being jurisdiction over any such river drain or watercourse (in this section referred to as "the drainage authority") and to their reasonable satisfaction and under their superintendence if after reasonable notice from the committee they shall

choose to be represented by their drainage officer or engineer or other representative The said works shall be so constructed as to provide for the free and uninterrupted passage at all times through and along the said culverts arches or other works of the water flowing to or along any such river drain or watercourse: A.D. 1929.

- (2) Any difference arising with reference to the provisions aforesaid between the committee on the one hand and the county council or the drainage authority on the other hand shall be referred to and determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

13. The Company may from time to time in addition to the lands authorised to be compulsorily taken by them for the purposes of this Act and of the several Acts from time to time relating to their undertaking contract with any party willing to sell the same for the purchase of any lands for any of the purposes stated in section 45 of the Railways Clauses Consolidation Act 1845 and may hold the same and any lands which the Company have already acquired for any of the said purposes. Extension of power to purchase additional lands by agreement.

For the purposes of this section the expression "the Company" means and includes in addition to the Company any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any undertaking now or hereafter belonging to the Company jointly with any other company or companies means and includes the Company and such other company or companies.

14. The provisions of section 43 of the London and North Eastern Railway Act 1923 (which authorises the leasing etcetera of lands and premises purchased or acquired by the Company and others prior to the passing or under the powers of that Act) shall extend and apply to any lands or premises acquired or held or Application of section 43 of Act of 1923.

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*Eastern Railway Act, 1929.*

A.D. 1929.      which may hereafter be acquired or held under the  
— powers of the London and North Eastern Railway Act  
1924 the London and North Eastern Railway Act 1925  
or this Act.

Application  
of section 71  
of Act of  
1924.

**15.** The provisions of section 71 of the London and North Eastern Railway Act 1924 (which authorises the building etcetera on and over lands acquired or held by the Company under the powers of that Act or any previous Act) shall extend and apply to any lands or premises acquired or held or which may hereafter be acquired or held under the powers of the London and North Eastern Railway Act 1925 or this Act.

Application  
of principal  
moneys of  
Great  
Eastern  
Railway  
Super-  
annuation  
&c. Funds.

**16.** Notwithstanding anything contained in section 42 of the Great Eastern Railway (General Powers) Act 1897 or the Great Eastern Railway (Pensions) Act 1898 or in the rules of the subsisting new superannuation scheme new pension scheme and new pension supplemental scheme established under those Acts the principal moneys and investments standing in the books of the Company to the credit of the funds respectively established under such schemes may and shall be held and applied for the sole purpose of the payment or provision of superannuation pension or other allowances or annuities payable or becoming payable under the rules of the fund to which such principal moneys and investments respectively are so credited but no part of such principal moneys and investments shall be so applied unless an actuary appointed at the request of the Company by the President of the Institute of Actuaries shall certify that after the application of any such part thereof so applied the said principal moneys and investments will be sufficient to provide for the payment or provision of such superannuation pension or other allowances or annuities as aforesaid. Provided that nothing in this section shall operate to diminish any allowance or benefit to which the members of any such fund are respectively entitled under the scheme relating thereto or shall relieve the Company from their guarantee of payment out of their revenues as part of the working expenses of their undertaking of the amount by which the dividends and interest upon the said principal moneys and investments respectively standing to the credit of such funds as aforesaid shall for the

time being be insufficient for the purposes of those A.D. 1929.  
funds respectively. —

17. The Company may appropriate and apply to all or any of the purposes or objects of this Act being purposes to which capital is properly applicable any of the moneys which they have raised or are authorised to raise and which may not be required for any purpose to which they are made specially applicable. Power to Company to apply funds.

18. Nothing in this Act contained shall exempt the Company or their railways 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. Provision as to general railway Acts.

19. 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.

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1. **Introduction:** The first section of the paper introduces the topic of the research, which is the impact of the COVID-19 pandemic on the global economy. It discusses the challenges faced by the world and the need for a comprehensive analysis of the situation.

2. **Literature Review:** The second section provides a review of the existing literature on the economic impact of the COVID-19 pandemic. It examines various studies and reports that have been published, highlighting the different perspectives and findings.

3. **Methodology:** The third section describes the methodology used in the study. It outlines the data sources, the analytical framework, and the statistical techniques employed to analyze the data.

4. **Results:** The fourth section presents the results of the study. It discusses the findings related to the impact of the pandemic on the global economy, including the effects on GDP, employment, and inflation.

5. **Conclusion:** The fifth section concludes the paper by summarizing the key findings and providing recommendations for future research and policy. It emphasizes the need for a coordinated global response to the challenges posed by the pandemic.