

The Agreement having been approved by the House of Commons, their Lordships' solicitor reported these circumstances to the Financial Secretary on the 11th May, and advised that, as the Treasury had already, although informally, been satisfied that the requisite capital had been underwritten by responsible persons, as the proposed extension of time would make the period within which proof of paid-up capital was to be afforded coincide with the period within which the deposit of 15,000 £. was to be made (as had been originally proposed), and as these conditions of the contract did not appear to him to be of the essence of the arrangement, but rather preliminary matters within the discretion of their Lordships, in his opinion the terms might be varied as proposed, and that such deviation would not derogate from the Parliamentary control of the transaction, no alteration being made in the subsidy, in the service by which it was to be earned, or in the period during which it was to be paid.

The Financial Secretary reports to the Board that in these circumstances he was of opinion that a provisional sanction might be given to the transfer of the Agreement to the proposed new Company, and also that he concurred with the opinion of the solicitor that the security contemplated by Clause 14 having been practically provided the proposed extension of the time might be granted. He therefore authorised provisional sanction to the transfer of the Agreement to the proposed new Company; and in order that no technical difficulty should prevent the carrying into effect of an Agreement which the House of Commons had approved, he agreed on behalf of the Board that the new Company should be allowed one month from the 9th May, the date of the approval by the House, for the necessary formalities of formation and for the actual provision of the capital already known to be practically available.

The Financial Secretary thinks that it would be advisable that the circumstances of the case should be laid before the House of Commons.

My Lords concur: they think that in the event of any deviation being made in the condition of any contract approved by the House of Commons, even though such deviation may be only technical, and may be required in the public interest, full information of such deviation should be laid before the House.

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