

**CHAPTER XLVI.**

An Act to confer additional powers upon the Hull Joint Dock Committee for the construction of dock works and upon the North Eastern Railway Company for the construction of new railways and for other purposes.

A.D. 1906.

[20th July 1906.]

**W**HEREAS it is expedient that the Hull Joint Dock Committee (in this Act called "the Joint Committee") should be empowered to alter the river wall or embankment authorised by the Hull Joint Dock Act 1899 (in this Act called "the Act of 1899") and to make and execute the works by this Act authorised and that the other powers in this Act mentioned should be conferred on the Joint Committee:

And whereas it is expedient that the North Eastern Railway Company (in this Act called "the Company") should be empowered to make and execute the new railways and alterations of roads and other works by this Act authorised and that 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 said works and also books 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 clerks of the peace for the East Riding of the county of York and the county borough of Kingston-upon-Hull within which the said works will be constructed and the said lands are situate which plans and sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference:

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And whereas it is expedient that the time now limited for the completion of the works authorised by the Act of 1899 should be extended as provided by this Act:

And whereas it is expedient that the agreement between the Company and the mayor aldermen and citizens of the county borough of Kingston-upon-Hull (in this Act called "the corporation") as set forth in the Second Schedule to this Act should be confirmed:

And whereas it is expedient that the Company and the Hull and Barnsley Railway Company should be empowered to apply their funds to the purposes of this Act in which they are respectively interested:

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 Hull Joint Dock Act 1906.

Incorporation of general Acts.

**2.** The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say):—

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845;

Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863;

The Companies Clauses Consolidation Act 1845; and

The Harbours Docks and Piers Clauses Act 1847 except section 82 thereof and the provisions thereof with respect to lifeboats and with respect to keeping a tide and weather gauge.

Interpretation.

**3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

**4.** Subject to the provisions of this Act the Joint Committee may alter the river wall or embankment authorised by the Act of 1899 and may in lieu thereof make and maintain in the lines shown upon the deposited plans and in accordance with the levels shown on the deposited sections the river wall or embankment herein-after described and may enter upon take and use all or any of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto.

A.D. 1906.  
Power to  
alter river  
wall.

The works herein-before referred to and authorised by this Act will be situate in the county borough of Kingston-upon-Hull in the East Riding of the county of York and are—

A river wall or embankment on the north shore and bed of the River Humber with a sluice or outlet in the same for the water from the Holderness Drain and an entrance through the same into the dock authorised by the Act of 1899 such river wall or embankment commencing at the south-east corner of the existing wall or embankment of the Alexandra Dock of the Hull and Barnsley Railway Company and terminating at a point on the Humber Bank footpath about five hundred and seventy yards west of the Old Fleet Drain.

**5.** Subject to the provisions of this Act all the provisions of the Act of 1899 relating to the joint undertaking thereby authorised except subsections (1) (2) and (4) of section 9 thereof shall apply to the river wall or embankment authorised by this Act and the same shall form part of the said joint undertaking.

Extending  
and amend-  
ing pro-  
visions of  
Act of 1899.

**6.** The powers of the Joint Committee for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of five years from the passing of this Act.

Period for com-  
pulsory pur-  
chase of lands  
by Joint  
Committee.

**7.** If the river wall or embankment by this Act authorised is not completed within seven years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Joint Committee for making the said river wall or embankment or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for  
completion  
of river wall.

**8.** The period limited by the Act of 1899 for the completion of the dock works and railways thereby authorised other than the works described in subsection (2) of section 4

Extension of  
time for com-  
pletion of  
authorised  
works.

A.D. 1906. — thereof is hereby extended for a period of seven years from the ninth day of August 1906 and sections 25 and 26 of the Act of 1899 shall be read and construed as if the time limited by this Act for the completion of the said railways had been the time limited by the Act of 1899 for the completion thereof.

If the said dock works and railways be not completed within the said period of seven years then on the expiration of that period the powers by the Act of 1899 and this Act respectively granted for making and completing the same shall cease except as to so much thereof as shall then be completed.

Amending  
former Acts.

**9.** Subsections (1) (2) and (4) of section 9 and subsection (c) of section 12 of the Act of 1899 and section 24 of the North Eastern Railway Act 1901 are hereby repealed.

For pro-  
tection of  
Humber  
Conservancy  
Commis-  
sioners.

**10.** For the protection of the Humber Conservancy Commissioners (in this section referred to as "the commissioners") the following provisions shall unless otherwise agreed between the commissioners and the Joint Committee apply and have effect:—

(1) The Joint Committee shall construct the river wall or embankment by this Act authorised (in this section referred to as "the river wall") so that the western portion thereof for a length of about 1750 yards measured from the commencement thereof shall be not less than 18 feet above Ordnance datum and so that the eastern portion thereof for a length of about 382 yards immediately to the eastward of the western portion shall be not less than 6 feet 9 inches above Ordnance datum being the height of high water ordinary neap tides. The said eastern portion shall subsequently be raised as far as necessary from time to time as accretion proceeds to such additional height as shall be agreed between the commissioners and the Joint Committee or in case of difference between them as shall be determined by the Board of Trade:

(2) The Joint Committee shall commence the river wall as above defined at the western end thereof and shall construct it in a continuous line (except where the entrance to the new dock occurs) and without delay or intermission in such a manner as to accord

with the northern river line coloured green on the Humber Conservancy plans referred to in section 13 of the Humber Conservancy Act 1905 and so that the face of the river wall at the western end thereof shall be in a line with the river wall or embankment of the Alexandra Dock of the Hull and Barnsley Railway Company :

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- (3) Except as herein-after provided nothing in this Act contained shall authorise the Joint Committee to construct and maintain any part of the river wall or of the lock or entrance to the dock or any other structures (other than temporary structures) in the Humber or on the foreshore or bed thereof beyond the northern river line herein-before referred to :
- (4) The river wall shall be constructed with a slope of two to one up to within nine vertical feet of the top and with a slope of one and a half to one from that point to the top or with such other slopes or in such other manner as may be agreed between the Joint Committee and the commissioners and where the bed of the river is lower than the level of low water ordinary spring tides being 10·17 feet below Ordnance datum the two to one slope shall be continued in front of or beyond the Conservancy line until the said slope meets the river bed :
- (5) The river wall shall be completed in manner herein-before described within four years from the first day of January one thousand nine hundred and six and shall for ever afterwards be maintained and kept in good and proper repair by and at the expense of the Joint Committee :
- (6) In the event of any question or difference arising between the commissioners and the Joint Committee under any of the provisions of this section (other than subsection (4)) such question or difference shall be referred to an arbitrator to be appointed failing agreement by the Board of Trade on the application of the Joint Committee or of the commissioners.

**11.** In lieu of subsection (1) of section 22 of the Act of 1899 the following provisions shall have effect for the benefit and protection of the corporation unless otherwise agreed in

For benefit and protection of Hull Corporation.

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writing between the Joint Committee and the corporation (that is to say):—

In lieu of the portion of the Humber Bank footpath by the Act of 1899 as amended by this Act authorised to be stopped up and the footpaths connected therewith on the property numbered 109 on the deposited plans referred to in that Act and adjoining the Marfleet Drain respectively the Joint Committee shall construct and maintain a public footpath from the existing footpath on the embankment at the river front at or near the western extremity of the proposed works along the western portion of the river wall (as defined in subsection (1) of the section of this Act whereof the marginal note is "For protection of Humber Conservancy Commissioners") to the eastern extremity of such portion and thence in a north-easterly direction to connect with the existing Humber Bank footpath at a point not more than 860 yards measured along such footpath from the west bank of the Old Fleet Drain and the Joint Committee shall also construct and maintain a public footpath from the Humber Bank footpath to the Hedon Road along the western bank of the Old Fleet Drain :

So much of such first-mentioned public footpath as trends in a north-easterly direction to the existing Humber Bank footpath shall be so maintained only until such time as the eastern or low level portion of the river wall (defined as aforesaid) shall be raised to its full height and the return embankment constructed and the said footpath shall then be continued by the Joint Committee in an easterly direction along such eastern portion of the river wall so raised as aforesaid to the eastern extremity thereof and thence in a northerly direction along the eastern boundary of the proposed works until it joins the said Humber Bank footpath. The said public footpath along the river wall shall be carried over the lock or entrance to the dock by the outer dock gates and except over such gates and except where the existing Humber Bank footpath is preserved the whole of the said footpaths shall be not less than 12 feet in width. Provided that when the outer dock gates are open persons using the said footpath may pass over either the intermediate

or the inner dock gates when closed The footpaths running in a north-easterly or northerly direction from the river wall and the footpath running along the western bank of the Old Fleet Drain shall be connected to both the Humber Bank footpath on the river bank and to the low-level footpath within the bank and notwithstanding anything contained in the Act of 1899 the Joint Committee shall not stop up so much of the high-level or low-level portions of the Humber Bank footpath as lies (for the time being) between the footpath running in a north-easterly or northerly direction from the river wall and the footpath to be constructed on the western bank of the Old Fleet Drain :

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It shall not be lawful for the Joint Committee to obstruct any of the said footpaths to be provided or maintained by the Joint Committee by placing and allowing to remain upon them anything which shall interfere with the safe and convenient use by the public of the said footpaths to their full width and extent (otherwise than by laying rails across the said footpaths for traffic purposes or by landing or shipping goods across them or laying thereunder pipes culverts or other things but no goods trucks or materials shall be allowed to stand thereon so as to interfere with such safe and convenient use) and in case such footpaths shall at any time be so obstructed by the Joint Committee it shall be lawful for the Corporation after reasonable notice to the Joint Committee to remove the obstruction from the footpaths and to recover from the Joint Committee in a summary manner any expense which the Corporation may have incurred in such removal.

**12.** The Joint Committee on being required so to do by the Hull and Barnsley Railway Company (herein-after called "the Hull Company") shall sell and convey to the Hull Company and that company may purchase hold appropriate and use for the general purposes of their undertaking so much of the land or foreshore shown on the deposited plans and described in the deposited book of reference or any part thereof as intervenes between the River Humber and the southern boundary of the land which in pursuance of section 82 of the Hull Joint Dock Act 1899 and section 57 of the Hull Barnsley and West Riding Junction Railway and Dock (South Yorkshire Extension

For protection of  
Hull and  
Barnsley  
Railway  
Company

A.D. 1906. Lines) Act 1902 they have reserved for the purposes of their undertaking.

Power to  
Company to  
make new  
railways &c.

**13.** Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the new railways and alterations of roads and works hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for those purposes.

The railways alterations of roads and works herein-before referred to and authorised by this Act will be situate in the county borough of Kingston-upon-Hull in the East Riding of the county of York and are—

A Railway (No. 1) four furlongs seven chains in length commencing by a junction with Railway No. 14 authorised by the North Eastern Railway Act 1903 about forty yards north-east of the Company's Sculcoates Swing Bridge and terminating by a junction with the Company's Victoria Dock Branch;

A Railway (No. 2) one furlong and six chains in length commencing by a junction with Railway No. 1 about five hundred and thirty yards from its commencement and terminating by a junction with the Company's Hornsea Branch;

And in connexion therewith the Company may make an alteration of the line and levels of Stoneferry Road between the level crossing of that road by the said Victoria Dock Branch and a point about one hundred and twenty yards north thereof and of the line and level of Cleveland Street between its junction with Stoneferry Road and a point about seventy yards south thereof and of the respective levels of Withernsea Street and Foster Street for a distance of about forty yards from the junctions of those roads with Cleveland Street and Stoneferry Road respectively.

Rates to be  
taken by  
Company.

**14.** The railways by this Act authorised shall for the purposes of tolls rates and charges and for all other purposes whatsoever be part of the undertaking of the Company and the Company may demand receive and take in respect thereof for



the conveyance of merchandise thereon (including perishable merchandise by passenger train) the maximum rates and charges authorised by the Railway Rates and Charges No. 15 (North Eastern Railway &c.) Order Confirmation Act 1892 and for the conveyance thereon of passengers and parcels by passenger train the rates and charges authorised by the North Eastern Railway Company's Act 1854 the North Eastern and Stockton and Darlington Railways Amalgamation Act 1863 the North Eastern Railway Company's (Pelaw and other Branches) Act 1865 and the North Eastern Railway Company's (New Lines) Act 1874: .A.D. 1906.

Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

**15.** 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 water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" 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 to which their revenues in respect of water or gas (as the case may be) are appropriated. Protection of gas and water mains of local authorities.

**16.** If the railways by this Act authorised are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed. Period for completion of railways.

**17.** If the Company fail within the period limited by this Act to complete the railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in respect of which the penalty has been incurred is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per cent. on the estimated cost of the railway in respect of which such penalty has been incurred. Imposing penalty if railways not opened within period limited.

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The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such Court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the railway in respect of which the penalty has been incurred by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing  
for applica-  
tion of  
penalty.

**18.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has

been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company. A.D. 1906.

**19.** Every road altered under the powers of this Act shall when completed to the satisfaction of the local authority or in case of difference between the Company and the local authority to the satisfaction of two justices and opened to the public be maintained by the local authority. Maintenance of altered roads.

**20.** All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished. Provided that the Joint Committee or the Company (as the case may be) 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. As to rights of way over lands acquired.

**21.** The Company may in constructing the alterations of roads authorised by this Act deviate from the lines of any of the said works shown on the deposited plans to the extent of the limits of deviation marked on the deposited plans and deviate from the levels of any of the said works shown on the deposited sections to any extent not exceeding two feet but not so as to increase the rate of inclination of any altered road as shown on the said sections. Power to deviate in construction of road works &c.

**22.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

**23.** 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 or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. Power to owners to grant easements &c.

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Owners may  
be required  
to sell parts  
only of cer-  
tain lands  
and build-  
ings.

**24.** And whereas in the construction of certain of the works by this Act authorised or otherwise 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:—

- (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 or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after 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 such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") 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 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 arbitration or inquiry 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.

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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.

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

Abandonment of part of Victoria Dock Branch Railway.

**25.** On the completion and opening for public traffic of Railways Nos. 1 and 2 the Company shall abandon and discontinue the use of so much of their Victoria Dock Branch Railway as is laid across Stoneferry Road on the level.

Power to acquire easement over Holderness Drain.

**26.** The Company instead of taking any portion of the Holderness Drain (Foredyke Stream) numbered on the deposited plans 31 in the county borough of Kingston-upon-Hull may purchase and take an easement or right of making and maintaining Railway No. 1 over the said drain without being compelled to purchase the said drain or any part thereof and the owners of and other persons interested in the said drain may and shall convey and grant to the Company such easement or right accordingly and any compensation payable by the Company in respect of such easement or right shall be determined in manner provided by the Lands Clauses Acts for determining the amount of compensation payable in respect of lands taken under the provisions thereof.

Confirming agreement with Corporation.

**27.** The agreement between the Company and the Corporation dated the sixteenth day of March one thousand nine hundred and six as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Power to Company and Hull and Barnsley Company to apply funds to purposes of this Act.

**28.** The Company and the Hull and Barnsley Railway Company respectively may appropriate and apply to all or any of the purposes or objects of this Act in which they are respectively interested being purposes to which capital is properly applicable any of the moneys which under and by virtue of any existing Acts they have raised or are or may be authorised to raise and which may not be required for the purposes to which they are by those Acts made specially applicable.

**29.** Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Joint Committee or the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent the said Commissioners and Board are hereby respectively authorised to give).

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Crown  
rights.

**30.** 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 commencement 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.

**31.** 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 Joint Committee and the Company in such proportions as may have been or may be agreed between them.

Costs of  
Act.

A.D. 1906.

The SCHEDULES referred to in the foregoing Act.

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**FIRST SCHEDULE.**


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DESCRIBING PROPERTIES WHEREOF THE OWNERS MAY BE REQUIRED  
TO SELL PARTS ONLY.

No. on deposited Plans.	Parish or other Area.	Description of Property as in the Books of Reference.
RAILWAYS NOS. 1 AND 2 AND ALTERATION OF STONEFERRY ROAD AND CLEVELAND STREET SCULCOATES HULL.		
11	County Borough of Kingston-upon-Hull	Land (part of St. Saviour's Church)
21	Do. - -	Yard and shed

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**SECOND SCHEDULE.**


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MEMORANDUM OF AGREEMENT made this sixteenth day of March one thousand nine hundred and six between THE NORTH EASTERN RAILWAY COMPANY (herein-after called "the Company") of the one part and THE MAYOR ALDERMEN AND CITIZENS OF THE CITY AND COUNTY OF KINGSTON-UPON-HULL (herein-after called "the Corporation") of the other part.

Stamp.

Seventeen pounds seven shillings and sixpence.

1.—(i) The Company shall use their best endeavours to obtain the necessary Parliamentary powers during the coming session of Parliament to abolish the Stoneferry Road level crossing by raising their Victoria Dock and Hull and Hornsea Railways at that point and carrying the same over Stoneferry Road by means of a bridge and lowering Stoneferry Road and Cleveland Street so as to obtain a clear headway under such bridge of sixteen feet eight inches and gradients for the road not steeper than one in thirty-five and so soon as the said Parliamentary powers shall have been obtained the Company shall proceed with all reasonable despatch to carry out the said works. The girders carrying the bridge shall have a



clear span over the carriageway and footways of fifty feet measured at right angles to the line of the carriageway and the whole of the work shall be carried out in general conformity with the plan and section annexed hereto. A.D. 1906.

(ii) The Company shall construct and maintain the superstructure of the bridge in such manner as to be watertight so far as reasonably practicable and shall maintain the abutments and retaining walls so far as the same are constructed upon land belonging to the Company and shall form and maintain the earthwork or other slopes fronting the lowered road in such manner as to prevent drainage from such slopes running on to the footways of the road. The Company shall if so requested by the Corporation face the abutments of the bridge with white glazed bricks and in such event the Corporation shall pay to the Company the additional cost incurred by so doing.

(iii) The Company shall give the necessary land for widening Cleveland Street and the Stoneferry Road between the points A and E on the annexed plan to a width of not less than fifty feet and shall widen and form the said roads to that width and pave and flag the carriageway and footways between the said points. The carriageway shall have a width of thirty-three feet between curbs and each footway shall have a width of eight feet six inches and the paving of both the carriageway and footways shall be carried out in the manner in which similar works are usually executed in granite paved streets in the city of Kingston-upon-Hull.

(iv) The works so far as they affect Cleveland Street Stoneferry Road or the abutting streets shall be constructed in accordance with detailed plans sections and specifications to be agreed upon between the Company and the Corporation or in default of agreement to be settled by an arbitrator to be appointed in case of difference by the Board of Trade.

(v) The carriageway between the said points A and E shall be paved with granite setts upon a foundation of not less than seven inches of cement concrete and the curb and channel shall be laid on a similar foundation. The existing paving materials so far as suitable for the purpose when taken up may be re-used for paving the altered roads and the Company shall provide such quantity of additional materials as necessary for the purpose the materials for the paving of the roadway being six-inch by three-inch granite setts of similar quality to the existing setts the flags for the footways being best three-inch Yorkshire flags and the curb and channel being of granite of similar size and quality to the existing materials. The Company shall refix the existing gullies if in good condition on removal and shall provide and fix any new gullies which may be required. The paving at each end of the inclines of the lowered road shall be properly cased off or rounded into the paving of the level roads adjoining. The work to be executed under this clause shall be carried out to the reasonable satisfaction of the city engineer.

(vi) The Company shall alter the levels of Withernsea Street and Foster Street so that they may connect to the lowered roads with inclinations not steeper than one in thirty-five. The carriageway of the said

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streets shall be formed as macadam roads and the curb channel and flagging shall be relaid the Company providing any new materials required and any alterations to the gulleys in the streets necessitated by the lowering of the same shall be carried out by the Company. The work in these streets shall be carried out in the manner in which similar work is usually executed in macadamised streets in the city of Kingston-upon-Hull.

(vii) The structure of the bridge together with any retaining walls and slopes or works connected therewith so far as the same are constructed upon land belonging to the Company and fronting the lowered roads shall be maintained by the Company and the roads and streets as altered shall be maintained by the Corporation.

(viii) The diversion and alteration of all sewers pipes or cables at or adjacent to the level crossing consequent upon the construction of the bridge and the lowering of the road and all works incidental to such diversion and alteration shall be carried out by and at the expense of the Corporation or if the Corporation so desire by the Company at the expense of the Corporation.

(ix) The Company shall as the works proceed afford the Corporation all proper facilities for the diversion and alteration of sewers pipes and cables and for the laying of any additional sewers pipes and cables which may be necessary for properly continuing the services during the execution of the works. The Company shall also allow the Corporation all proper facilities for the construction of a tramway on the lowered roads as the works proceed if the Corporation desire to construct such tramway and in that event the Corporation shall indemnify the Company against all additional cost incurred by them consequent upon the construction of such tramway.

(x) The Corporation shall be entitled to attach under the superintendence and to the reasonable satisfaction of the Company's engineer and keep attached to the bridge the necessary trolley and guard wires for the electrical working of the tramway under the bridge and the Company shall afford the Corporation all necessary facilities in connection therewith. This provision shall apply whether the tramway is constructed or the wires are attached while the Company are carrying out their works under this Agreement or whether the tramway is constructed or the wires are attached at any future time. Provided that the Company may require the Corporation to temporarily remove the attachments where necessary during any reconstruction or repair of the bridge.

(xi) The Company shall provide the Corporation free of cost with a suitable site adjoining the lowered road for the construction of a drainage tank and pump chamber for the drainage of the road and shall allow the Corporation all proper facilities for the construction of the same or if the Corporation so desire shall construct the tank and chamber at the expense of the Corporation.

(xii) The Company shall during the progress of the works interfere as little as is reasonably practicable with the traffic and any temporary road which may be necessary shall be provided and maintained by the Company to the reasonable satisfaction of the Corporation.

(xiii) As soon as the works are sufficiently advanced to allow the bridge over the Stoneferry Road to be used for railway traffic the Company shall abolish the existing level crossing over the road.

(xiv) The Corporation shall in addition to bearing the cost of the works mentioned in sub-paragraph (viii) pay to the Company the sum of thirteen thousand five hundred pounds towards the cost (including any payments to other parties by way of compensation for injurious affection or otherwise) of the construction of the bridge and road works and incidental railway alterations. Such sum shall be paid by two equal instalments the first to be paid when half the cost of the bridge and road works shall have been incurred by the Company and the second on the completion of the same as certified in each case by the Company's engineer.

2. The Corporation assent to the duplication by the Company of the rails at the Wincolmlee level crossing in accordance with the plan relating to the said crossing signed by William John Cudworth on behalf of the Company and Alfred Edward White on behalf of the Corporation and dated the 15th March 1906.

3. After the alteration of the Wincolmlee level crossing no shunting operations shall take place on the railway over such level crossing.

4.—(i) The Company shall in connection with the footway along the new bridge over the River Hull referred to in section 24 (6) of the North Eastern Railway Act 1903 provide and maintain on the abutment at each end of the said bridge a suitable gate to be closed when the bridge is open for river traffic for the protection of persons using the footway.

(ii) The details of the construction of such gates and of the apparatus for working them shall be agreed upon by the said William John Cudworth and Alfred Edward White on behalf of the Company and the Corporation respectively.

(iii) The cost of the said gates and apparatus and of the maintenance thereof shall be borne and paid by the Corporation.

(iv) The said gates shall be worked by and at the expense of the Company during all such times as the Company's servants shall be in attendance for the working of the said bridge.

(v) Nothing in this Agreement shall be construed as imposing upon the Company any liability towards persons using the footway.

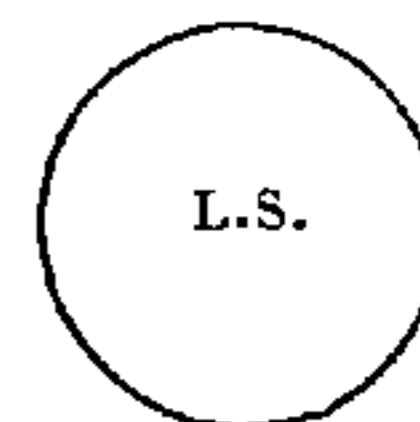
5. The Corporation shall construct the footpath referred to in section 24 (7) of the North Eastern Railway Act 1903 concurrently with the construction by the Company of the other works hereinbefore referred to in the line and at the level shown in pink on the plan referring to the said footpath annexed hereto and signed by the said William John Cudworth and Alfred Edward White. Provided always that if the Company shall at any time hereafter so desire they shall be at liberty to divert so much of the footpath as lies between the points marked A and B on the said plan to any reasonably direct line between the footpath as shown and coloured pink on the said plan and the dotted red line marked on the said plan but no part of the said footpath shall be diverted to any point north of the said

A.D. 1906. — dotted red line and the whole of the costs of any such diversion shall be borne and paid by the Company who shall properly reconstruct the diverted footpath and properly remove and relay or re-erect any pipes cables fencing lamps and other matters or things which should be removed in connexion with any such diversion And the Corporation shall if so requested by the Company convey to the Company the site of so much of the footpath as has been diverted.

6. Any difference which may arise between the Corporation and the Company under this agreement shall be referred to an arbitrator to be appointed failing agreement by the Board of Trade upon the application of either party.

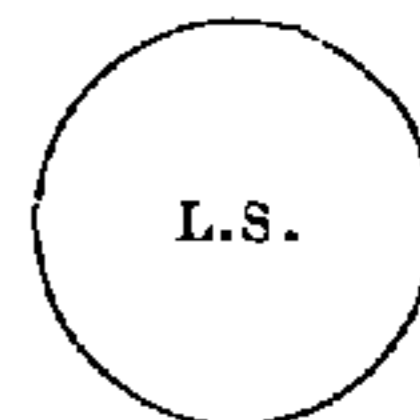
In witness whereof the Company and the Corporation have caused their respective common seals to be hereto affixed the day and year first before written.

The common seal of the North Eastern Railway }  
Company was hereunto affixed in the presence of } 19388



WM. BYGATE  
Secretary's Office  
North Eastern Railway  
York.

The corporate common seal of the mayor aldermen }  
and citizens of the city and county of Kingston- }  
upon-Hull was hereunto affixed in the presence of }



E. LAVERACK  
Town Clerk.

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