



CHAPTER lxxxv.

An Act to empower the Humber Commercial Railway and Dock Company to construct a new dock with connecting railway and other works and entrance into the River Humber to abandon the dock and works authorised by the Humber Commercial Railway and Dock Act 1901 and for other purposes. A.D. 1904.  
[22nd July 1904.]

**W**HEREAS the Humber Commercial Railway and Dock Company (in this Act called "the Company") were incorporated by the Humber Commercial Railway and Dock Act 1901 (herein-after called "the Act of 1901") for making a dock railways and other works at Grimsby in the county of Lincoln with a share capital of one million pounds divided into shares of ten pounds each :

And whereas it is expedient that the Company should be empowered to abandon the construction of the dock railways and works authorised by the Act of 1901 and to substitute the more convenient dock railways and other works described in this Act and to raise further capital for the purpose :

And whereas it is expedient that the provisions of the Act of 1901 relating to rates dues and charges the management and regulation of their dock and railway and agreements with the Great Central Railway Company should be applied to the Company and their undertaking as provided by this Act :

And whereas it is expedient the agreement contained in the Second Schedule to this Act between the Company and the Right Honourable Charles Alfred Worsley Earl of Yarborough be confirmed :

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And whereas it is expedient that the Company should be empowered to pay interest out of capital during construction of works and that the other powers mentioned in this Act should be conferred upon the Company :

And whereas the Company has not raised any capital under the Act of 1901 :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

And whereas plans and sections showing the lines situations and levels of the intended new dock railways and other works and the lands which may be taken under the powers of this Act with a book of reference to those plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of such lands have been deposited with the clerk of the peace for the parts of Lindsey in the county of Lincoln and the same are in this Act referred to as the deposited plans sections and book of reference :

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) :—

PRELIMINARY.

Short title.

**1.** This Act may be cited as the Humber Commercial Railway and Dock Act 1904.

Incorporation of general Acts.

**2.** The provisions of the Companies Clauses Consolidation Act 1845 with respect to—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of the borrowed money into capital ;

The consolidation of the shares into stock ;

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The making of dividends ;  
The giving of notices ; and  
The provision to be made for affording access to the special  
Act by all parties interested ;  
The Companies Clauses Act 1863 as amended by subsequent  
Acts ;  
The Lands Clauses Acts ;  
The Railways Clauses Consolidation Act 1845 ;  
Part I. (relating to construction of a railway) and Part III.  
(relating to working agreements) of the Railways Clauses  
Act 1863 ; and

The Harbours Docks and Piers Clauses Act 1847  
are (except so far as expressly varied by or inconsistent with this  
Act) incorporated with and form part of this Act :

Provided that the provisions of the Harbours Docks and Piers  
Clauses Act 1847 respecting lifeboats and a tide or weather gauge  
shall not apply to the Company or the undertaking unless and until  
the Board of Trade by notice in writing to the Company so require :

In this Act and in the Acts incorporated herewith where the  
lines of high and low water of ordinary spring tides are mentioned  
or referred to the same shall mean the lines of high and low water  
of ordinary spring tides reduced to Admiralty datum :

Provided also and it is hereby expressly declared that nothing  
in this Act affects any of the provisions of sections 28 and 99 of  
the Harbours Docks and Piers Clauses Act 1847 or of section 196  
of the Customs Consolidation Act 1876.

WORKS.

**3.** Subject to the provisions of this Act the Company may  
make and maintain in the lines and situations and according to the  
levels shown on the deposited plans and sections on lands adjoining  
the River Humber in the parts of Lindsey in the county of Lincoln  
the dock railways and works following (that is to say) :—

Power to  
make and  
maintain  
dock rail-  
ways and  
other works.

(A) A dock with a lock entrance from the River Humber  
situated wholly in the parish of Immingham on lands  
bounded on the north-east by the River Humber  
on the south-east by an imaginary line drawn in a  
north-easterly direction from a point in the inclosure  
numbered 217 on the Ordnance map (scale  $\frac{1}{2500}$ ) of  
the parish of Immingham (edition 1888) eight chains or  
thereabouts measured in a northerly direction from the

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southern corner thereof to a point seven chains or thereabouts beyond the line of low-water mark of ordinary spring tides on the south side of the River Humber on the south-west by an imaginary line drawn in a north-westerly direction from the point in the inclosure before-mentioned to a point on the north-western boundary of the inclosure numbered 30 on the Ordnance map (scale  $\frac{1}{2500}$ ) of the parish of Immingham (edition 1887) and nine chains or thereabouts measured in a south-westerly direction from the northern corner thereof and on the north-west by the drain having its outfall at Immingham Haven :

- (B) A lock entrance situated wholly in the parish of Immingham between the north-eastern side of the intended dock aforesaid and a point at or near high-water mark of ordinary spring tides on the south bank of the River Humber five chains or thereabouts measured in an easterly direction from the northern corner of the inclosure numbered 36 on the Ordnance map (scale  $\frac{1}{2500}$ ) of the parish of Immingham (edition 1887) :
- (C) An entrance channel situated wholly in the parish of Immingham commencing at a point at or near high-water mark of ordinary spring tides on the south bank of the River Humber at a point five chains or thereabouts measured in an easterly direction from the northern corner of the inclosure numbered 36 on the Ordnance map (scale  $\frac{1}{2500}$ ) of the parish of Immingham (edition 1887) and terminating one chain or thereabouts beyond the line of low-water mark of ordinary spring tides on the south side of the River Humber at a point thirteen chains or thereabouts measured in a north-easterly direction from the point of commencement above described :
- (D) A river wall or embankment (No. 1) wholly in the parish of Immingham commencing on the south side of the River Humber at a point at or near high-water mark of ordinary spring tides one chain or thereabouts measured in a south-easterly direction from the centre of the drain discharging at Immingham Haven and terminating at or near high-water mark at the north-western corner of the lock entrance aforesaid :

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- (E) A river wall or embankment (No. 2) wholly in the parish of Immingham commencing on the south bank of the River Humber at a point at or near high-water mark of ordinary spring tides four chains or thereabouts measured in a northerly direction from the sluice at the north-eastern corner of the inclosure numbered 36 on the Ordnance map (scale  $\frac{1}{2500}$ ) of the parish of Immingham (edition 1888) and terminating at or near high-water mark at the north-eastern corner of the lock entrance aforesaid:
- (F) A jetty (No. 1) (open work from the existing ground level upwards) wholly in the parish of Immingham commencing at the north-western corner of the lock entrance aforesaid and terminating three chains or thereabouts above low-water mark and at a distance of fifteen chains or thereabouts measured in a northerly direction from the point of commencement above described:
- (G) A jetty (No. 2) (open work from the existing ground level upwards) wholly in the parish of Immingham commencing at the north-eastern corner of the lock entrance aforesaid and terminating two chains or thereabouts above low-water mark and at a distance of fifteen chains or thereabouts measured in an easterly direction from the point of commencement above described:
- (H) A railway (No. 1) 4 miles 4 furlongs 4·90 chains in length in the parishes of Ulceby North Killingholme Township South Killingholme Township and Immingham commencing in the parish of South Killingholme Township by a junction with the New Holland Branch of the Great Central Railway at a point on the said branch railway at or near to the northern end of the Ulceby Station platforms and terminating in the parish of Immingham at a point in the inclosure numbered 30 on the Ordnance map (scale  $\frac{1}{2500}$ ) of the parish of Immingham (edition 1887) five chains or thereabouts measured in a southerly direction from the northern corner thereof:
- (I) A railway (No. 2) 2 miles 0 furlongs 8·80 chains in length wholly in the parish of Immingham commencing

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by a junction with the Railway No. 1 before described at a point in the inclosure numbered 30 on the Ordnance map (scale  $\frac{1}{2500}$ ) of the parish of Immingham (edition 1887) five chains or thereabouts measured in a southerly direction from the northern corner thereof and terminating in the parish of Immingham at a point in the inclosure numbered 36 on the Ordnance map (scale  $\frac{1}{2500}$ ) of the parish of Immingham (edition 1887) eight chains or thereabouts measured in a southerly direction from the northern corner thereof.

As to disposal of dredgings and excavated materials.

4. The Company may remove any shingle rocks and shoals and otherwise improve the said entrances and approaches and so facilitate the access to the dock and works and the Company may use and appropriate any materials so dredged or removed and such material excavated or dredged by them from time to time from the Humber or from any part of the dock or works as they are unable to use in their works they shall either deposit above high-water mark of spring tides or shall deposit in such places and situations within the limits of the jurisdiction of the Humber Conservancy Commissioners as the commissioners shall from time to time direct or if the commissioners shall so require shall carry the same out to sea. Provided that all materials excavated or dredged under the provisions of this section if deposited below high-water mark shall be deposited in such position and under such restrictions as may be fixed by the Board of Trade.

Subsidiary powers and works.

5. Subject to the provisions of this Act the Company is hereby further authorised to execute do and maintain the following works and things (that is to say) :—

To make provide and maintain in connexion with the dock and other works authorised by this Act all necessary or convenient locks gates opening and other bridges graving and other docks foundries workshops engineering and other machinery and other works and conveniences at or near to the said dock :

To take and divert water from the River Humber into the said dock and works of the Company :

To dredge scour and deepen the bed shore and soil of the River Humber at and near the entrance to the said dock and other works :

They may deepen dredge scour cleanse widen alter and improve the entrance and approaches to the dock and works and the

bed channel and foreshore of the River Humber to such extent and in such manner as shall be approved by the Humber Conservancy Commissioners or by an arbitrator to be appointed in manner provided by the section of this Act of which the marginal note is "For protection of Humber Conservancy Commissioners" The Company shall before commencing any such dredging deliver to the said Commissioners plans and sections defining the nature extent and manner of the dredging which the Company propose to carry out and if the said commissioners shall not within two months after the delivery of such plans and sections approve the same any question as to the dredging proposed to be carried out by the Company shall be referred to the said arbitrator and the Company shall not carry out such dredging otherwise than in accordance with such plans and sections and in such manner as may be approved by the said Commissioners or by such arbitrator as the case may be Provided that nothing herein contained shall be construed to require the Company to deliver to the said commissioners plans and sections in respect to any dredging required only for the purpose of maintaining the depth of water shown on the plans and sections previously approved under this section The Company may remove any shingle rocks and shoals and otherwise improve the said entrance and approaches and so facilitate the access to the dock and works and the Company may use and appropriate any materials so dredged or removed And such material excavated or dredged by them from time to time from the Humber or from any part of the dock or works as they are unable to use in their works they shall either deposit above high water-mark of spring tides or shall deposit in such places and situations within the limits of the jurisdiction of the Humber Conservancy Commissioners as the commissioners shall from time to time direct or if the commissioners shall so require shall carry the same out to sea :

To cross stop up alter or divert temporarily any roads ways footpaths bridges railways aqueducts streams watercourses reens sewers drains culverts and pipes with which it may be necessary to interfere in carrying out the intended works and to enter into agreements with the authorities having control of the aforesaid drains and outfalls for the carrying out and maintenance of the necessary works.

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For protec-  
tion of Post-  
master-  
General.

**6.** All electric machinery provided and maintained by the Company under this Act for establishing electric light traction or power shall, be so provided maintained worked and used as to prevent any interference with telegraphic communication by means of any telegraphic lines of the Postmaster-General and with telephonic communication by means of any telephonic apparatus of the National Telephone Company Limited and any telegraphic and telephonic works provided and maintained under this Act shall not be used for the purpose of transmitting telegrams in contravention of the exclusive privilege conferred upon the Postmaster-General by the Telegraph Acts 1863 to 1899.

Power to  
deviate.

**7.** In making the dock and other works the Company may subject to the provisions of the section of this Act the marginal note of which is "For protection of Humber Conservancy Commissioners" deviate laterally from the lines shown on the deposited plans to any extent within the limits of deviation shown thereon and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding ten feet save where a greater deviation is necessary to avoid interference with any sewer main pipe or other work Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade and the Humber Conservancy Commissioners.

Company  
may stop up  
certain roads  
and foot-  
paths.

**8.** Subject to the provisions of this Act the Company may in the construction of Railway No. 2 stop up and discontinue for public traffic the public road leading from Immingham towards the Humber bank beyond Marsh Cottage and the public road leading from Immingham to Habrough Marsh Farm in the manner and to the extent shown upon the deposited plans and sections and any footpaths over the lands acquired by the Company in connexion with such roads and thereupon all public rights of way over the said roads and footpaths shall be extinguished but such roads and footpaths shall not be stopped up unless the Company are owners in possession of all houses on both sides thereof except so far as the owners lessees and occupiers of such houses may otherwise agree.

Power to  
cross certain  
roads on the  
level.

**9.** Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards



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with a double line only across and on the level of the road next herein-after mentioned (that is to say) :— A.D. 1904.

No. on deposited Plan.	Parish.	Description of Road.
10	RAILWAY No. 1. North Killingholme Township	Public

**10.** Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Company shall in the construction of Railway No. 1 carry the public road numbered on the deposited plans 6 in the parish of Immingham over the said railway by means of a bridge and the said bridge and the approaches thereto shall be constructed and maintained in all respects in accordance with the provisions of the Railways Clauses Consolidation Act 1845 with respect to bridges for carrying public carriage roads over railways.

As to a certain road in parish of Immingham.

**11.** If the dock lock and entrances river embankments and jetties by this Act authorised are not completed within seven years from the passing of this Act and if the railways by this Act authorised are not completed within five years from the passing of this Act then on the expiration of those respective periods the powers by this Act granted to the Company for making and completing the same respectively or otherwise in relation thereto shall cease except as to so much thereof respectively as is then completed.

Period for completion of dock and other works.

**12.** Subject to the provisions and for the purposes of this Act the Company may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for the purposes aforesaid.

Power to acquire lands.

**13.** 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.

**14.** 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

Persons under disability may grant easements &c.

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A.D. 1904. an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of those 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 deal with surplus lands.

**15.** The Company may let on lease or otherwise dispose of for any term not exceeding thirty years from the passing of this Act or retain hold and manage during the like period any lands to be acquired by the Company for the purposes of the undertaking authorised by this Act which though not actually in use may in the opinion of the Company be ultimately required for the purposes of their undertaking. Provided always that nothing herein contained shall be deemed to preclude the Company from declaring under their common seal at any time during the said period that any portion of the said land has become superfluous land and dealing with the same accordingly. Provided also that at the expiration of the said period such portions (if any) of the said lands as shall not then be required for the purposes of the undertaking shall be sold or dealt with by the Company as superfluous land.

Owners may be required to sell parts only of certain lands and buildings.

**16.** Whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto. Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

Dock railways and works to

**17.** The dock railways and works connected therewith executed under the authority of this Act shall for the purposes

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of tolls dues rates and charges and all other purposes whatsoever except in respect of the compulsory purchase of lands and the construction of the works authorised by the Act of 1901 be part of the undertaking of the Company constituted under the Act of 1901 and the following sections of the Act of 1901 shall apply to the dock railways and other works by this Act authorised as if they had been re-enacted in this Act viz. sections 11 to 15 21 and 22 41 to 66 and 68 to 74 also 81 82 and 84 and the schedules thereto except the words in the Second Schedule of that Act "navigating the River Humber or any river or canal communicating therewith or" which are hereby repealed.

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form part of  
undertaking  
of Company.

**18.** The following provisions for the protection of the Humber Conservancy Commissioners (in this section referred to as "the commissioners") shall be binding and obligatory upon the Company (viz.) :—

For protec-  
tion of Hum-  
ber Conser-  
vancy Com-  
missioners.

- (1) Notwithstanding anything shown on the deposited plans or sections or in this Act contained the Company shall not enter upon take or use any part of the foreshore or bed of the River Humber (except for dredging and for temporary works) to the northward or riverward of the red line shown on the plan signed in quadruple by the Right Honourable the Earl of Dartrey the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred and which plan is herein-after in this section referred to as "the new plan" and in the execution of their powers under this Act the Company shall subject as herein-after in this section provided make and maintain the lock entrance the entrance channel and the river walls or embankments numbers 1 and 2 respectively by this Act authorised on the lines and in the positions shown for them respectively on the new plan and the outer face of the jetties numbered 1 and 2 shall be constructed approximately on the line of low-water mark Admiralty datum All foreshore and bed of the River Humber to the northward or riverward of the said red line although shown within the limits of deviation on the deposited plans and described in the deposited books of reference shall be deemed to be outside the limits of deviation and shall not be subject to any of the powers of the Company for the construction of works (other

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than dredging) or for the compulsory purchase of land Provided that in constructing the said works the following matters shall in default of agreement between the commissioners and the Company be left with the approval of the Board of Trade at the cost of the Company unless in the opinion of the arbitrator the commissioners shall be unreasonable in their requirements to the decision of Sir Charles Hartley or failing him William Matthews or failing him to an arbitrator to be appointed as mentioned in subsection (11) of this section whose decision upon such matters shall be final and binding on the Company and the commissioners (that is to say) :—

(A) The shape and superficial dimensions of the entrance channel ;

(B) The length of the portion of each of the said jetties in a direction parallel to the river walls or embankments Provided that the length of each such portion measured in such direction shall not be less than four hundred feet or more than six hundred feet :

- (2) Within one calendar month after the passing of this Act one copy of the new plan shall be deposited in the Parliament Office of the House of Lords another copy thereof in the Private Bill Office of the House of Commons another copy thereof with the clerk of the peace for the borough of Great Grimsby and a further copy with the clerk to the commissioners :
- (3) Copies of the new plan deposited with the said clerk of the peace or any extract therefrom certified by him to be true shall be received in all courts of justice or elsewhere as evidence of the contents of such plan and such plan shall at all reasonable times be open to the inspection of all persons interested therein and all such persons shall be entitled to a copy of or extract from such plan certified by the said clerk of the peace upon payment of a reasonable fee for every such copy or extract :
- (4) Before commencing the construction of the river walls piers or jetties or any other external work constructed on the foreshore or bed of the Humber plans sections and specifications showing the mode of construction

thereof shall be furnished by the Company to the clerk of the commissioners and the approval of the commissioners to such plans and sections or in case of difference the approval of the arbitrator to be appointed as herein-after provided shall in each case be obtained by the Company before commencing the work and all such works shall be executed to the reasonable satisfaction of an engineer to be appointed by the commissioners :

- (5) All temporary structures in the Humber which may be necessary to enable the dock works to be constructed shall be constructed to the reasonable satisfaction in all respects of the engineer for the time being of the commissioners in accordance with plans to be submitted to and approved by the commissioners or in case of difference approved by the arbitrator as herein-after provided before the commencement of any such temporary structures and so as not to interfere more than may be necessary with the navigation of or the traffic on the Humber and after the purpose for which such temporary structures were constructed has been accomplished the Company shall with all despatch or after fourteen days notice in writing thereafter from the commissioners so to do remove any such temporary structures or any materials for the same which may have been placed in the Humber by the Company and on their failing to do so the commissioners may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the commissioners all expenses so incurred :
- (6) If during the construction of the river walls piers or jetties or during the execution of dredging works on the foreshore or bed of the Humber or of any temporary structures in connexion therewith respectively or within twelve months after the completion of the said works or after the removal of such temporary structures and in consequence of the construction or execution of such works or temporary structures any accumulation of silt or other material shall be created in the Humber in the vicinity of the said works which shall in the opinion of the commissioners cause an impediment to the free navigation of the Humber the Company shall remove

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such accumulation of silt or other material and if they refuse or fail to do so the commissioners may themselves cause the work to be done and may recover from the Company the reasonable cost thereof :

- (7) The Company shall provide and maintain on the face of the river walls or embankments Nos. 1 and 2 and at convenient distances from each other proper and sufficient flights of landing steps adjoining the Humber in manner and position to be approved by the commissioners and persons lawfully using such steps shall have the right to pass on and along the said river walls or embankments for getting access to and from such steps :
- (8) The Company or the Great Central Company if and when they shall become the purchasers or lessees of the undertaking shall after the opening of the dock by this Act authorised to be made pay out of their yearly revenue to the commissioners the sum of two hundred pounds by half-yearly payments on the first day of January and the first day of July in every year by way of contribution to the Humber Conservancy Fund and the amount so paid shall be carried to that fund accordingly and shall be applicable as part thereof and such yearly payment shall be permanent and shall confer upon the Company or the Great Central Company as the case may be the power to appoint under section 18 of the Humber Conservancy Act 1852 in respect of such contributions one of the members of their Board or a fit and proper person nominated by them to act as a commissioner in the execution of the Humber Conservancy Acts :
- (9) If the dock works by this Act authorised are not completed within the period mentioned in the section of this Act the marginal note whereof is "Period for completion of dock and other works" any portion of the foreshore of the River Humber acquired by the Company from the commissioners for the purposes of such dock works shall revert to and vest in the commissioners and be held by them under the same conditions and covenants as before such foreshore was so acquired unless the commissioners shall consent to the retaining and holding of such foreshore by the Company and the period

limited by the said section for the construction of the dock works is extended by the authority of Parliament: A.D. 1904.

- (10) The Company shall allow at all times free access both by water and by land to the commissioners their officers and servants over the premises of the Company without payment or hindrance whilst in the execution of their duties :
- (11) In the event of any question or difference arising between the commissioners and the Company under any of the provisions of this section such question or difference shall except as is provided in subsection (1) of this section be referred to an arbitrator to be appointed by the Board of Trade on the application of the Company or of the commissioners :
- (12) Nothing contained in this Act shall prejudice or alter or be deemed to prejudice or alter any of the provisions of the Humber Conservancy Acts 1852 to 1899 nor any of them or any title of the commissioners in to or over any lands or foreshore held or acquired by them under the said Acts or any of them or under any lease or agreement made under the powers thereof or confirmed thereby or any other of the rights powers privileges or authorities of the commissioners.

**19.** Notwithstanding anything contained in the section of this Act the marginal note whereof is "Extension of limits of dock" all vessels entering or leaving the dock works by this Act authorised either during the construction of the said works or at any time thereafter shall be subject in all respects to the observance of the rules made by Her late Majesty in Council upon the application of the Hull Trinity House under the Merchant Shipping Acts and to any rules which may hereafter be made by Order in Council upon the application of the said Trinity House under or in pursuance of the Merchant Shipping Act 1894 or any statutory modification thereof and of any byelaws made and to be made by the Humber Conservancy Commissioners under or in pursuance of the Humber Conservancy Acts 1852 to 1899 and approved by the Board of Trade or such of the said rules and byelaws as may be applicable to such vessels.

**20.** Notwithstanding anything in this Act or in the Act of 1901 contained the Company shall not in respect of goods loaded or unloaded overside into or from any barge or river craft within

As to regulation of traffic in the Humber.

As to overside charges.

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A.D. 1904. the dock and not passing over or placed upon any quay or wharf of the Company be entitled to charge any rates exceeding three-pence per ton.

Company to pitch sea face of embankments with stone &c.

**21.** The Company shall and they are hereby required to make and at all times maintain the seaward face of the river walls or embankments or sea walls by this Act authorised of stone chalk or slag pitching or in such other manner as will effectually prevent earth rubbish ballast or other materials deposited landwards of the seaward face being carried by the wash of the sea into any of the channels of the River Humber or into the entrance channel leading to the dock and the Company shall execute such temporary works or take such other efficient means as may be necessary (if any) for preventing any such earth rubbish ballast or other materials from falling or being carried by the wash of the sea into the said channel during the construction of the said river walls or embankments and the Company shall also during such construction remove any such earth rubbish ballast or other materials which by reason of the construction of the said river walls or embankments shall fall or be carried by the wash of the sea into the said entrance channel.

Works below high-water mark not to be commenced without consent of Board of Trade.

**22.** The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay or arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Life-buoys to be kept.

**23.** The Company shall at all times keep at the outer extremity of each of their entrance jetties and at reasonable distances along the river walls or embankments a sufficient number of life-buoys and life-lines in good order and fit and ready for use.



**24.** Nothing in this Act shall prejudice or derogate from or in anywise alter affect or interfere with the jurisdiction or authority of the Hull Trinity House in the appointment and regulation of pilots or in respect of buoyage and beaconage or the erecting placing and setting up of beacons buoys and floating and shore lights and lighthouses in the Humber or the observance of any rules made by Her late Majesty in Council on the application of the Hull Trinity House or the power of His Majesty in Council to make on the application of the Hull Trinity House rules concerning the lights to be carried and the steps for avoiding collision to be taken by vessels navigating the Humber or any directions which the Hull Trinity House have otherwise power to give with regard to vessels in the Humber and the regulation of traffic thereon or any other right office duty or privilege whatsoever now subsisting and in force and held used or enjoyed by the Hull Trinity House under or by virtue of any Royal Charter grant letters patent or Act or otherwise howsoever.

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—  
Saving  
rights of  
Hull Trinity  
House.

**25.** Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of four thousand three hundred and twenty-six pounds five shillings and ninepence two-and-a-half per centum Consolidated Stock (herein-after referred to as "the railway deposit fund") being equal to five per centum upon the amount of the estimate in respect of the railway authorised by this Act and a sum of forty-seven thousand one hundred and forty-three pounds nineteen shillings and tenpence two-and-a-half per centum Consolidated Stock (herein-after referred to as "the dock deposit fund") being equal to four per centum upon the estimate in respect of the dock works by this Act authorised have respectively been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act Be it enacted that notwithstanding anything contained in the said Act the said railway deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them which persons survivors or survivor are or is in this Act referred to as the depositors unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for public traffic and if the Company shall make default in so opening the railway the railway deposit fund shall be applicable

Railway de  
posit money  
not to be re-  
paid except  
so far as  
railway  
opened.

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A.D. 1904. and shall be applied as provided by the next following section  
Provided that if within such period as aforesaid the Company open  
any portion of the railway for public traffic then on the production  
of a certificate of the Board of Trade specifying the length of the  
portion of the railway opened as aforesaid and the portion of the  
railway deposit fund which bears to the whole of the railway  
deposit fund the same proportion as the length of the railway so  
opened bears to the entire length of the railway the High Court  
shall on the application of the depositors order the portion of the  
railway deposit fund specified in the certificate to be paid or  
transferred to them or as they shall direct and the certificate of  
the Board of Trade shall be sufficient evidence of the facts therein  
certified and it shall not be necessary to produce any certificate of  
this Act having passed anything in the above-mentioned Act to the  
contrary notwithstanding.

Application  
of railway  
deposit.

**26.** If the Company do not previously to the expiration of  
the period limited for the completion of the railway complete and  
open the same for public traffic then and in every such case the  
railway deposit fund or so much thereof as shall not have been  
paid to the depositors 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 railway deposit  
fund has been found sufficient to satisfy all just claims in respect  
of such compensation then the railway deposit fund 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 undertaking  
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 depositors  
Provided that until the railway deposit fund has been repaid or  
retransferred to the depositors or has become otherwise applicable

[4 EDW. 7.] *Humber Commercial Railway and Dock* [Ch. lxxxv.]  
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as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors. A.D. 1904.

**27.** The Company shall abandon the dock works railway and other works authorised by section 5 of the Act of 1901 which will be rendered unnecessary by the construction of the substituted dock works railways and other works by this Act authorised. Company may abandon dock railway and works authorised by Act of 1901.

**28.** The abandonment by the Company under the authority of this Act of the railway or works authorised by the Act of 1901 shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or in the said Act of 1901. Compensation for damage to land by entry &c. for purpose of railway abandoned.

**29.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the railway or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation to be paid for lands taken under the provisions thereof. Compensation to be made in respect of railway abandoned.

**30.** Subject to the provisions of this Act and of section 24 of the Act of 1901 with respect to compensation to landowners or other persons injured and for the protection of creditors the High Court may at any time after the passing of this Act on application by or on behalf of the depositors mentioned and defined in Repayment of railway deposit fund.

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section 23 of the Act of 1901 order that the sum of four hundred and twenty-seven pounds eleven shillings and fourpence two-and-three-quarters per centum Consolidated Stock the railway deposit fund mentioned in that section with any interest or dividends then due on the said sum be paid and transferred to the said depositors or the survivors or survivor of them or to such person or persons as they or he may appoint in that behalf and upon such order being made the said sum of four hundred and twenty-seven pounds eleven shillings and fourpence two-and-three-quarters per centum Consolidated Stock and the interest or dividends thereon shall be transferred and paid to the said depositors or the survivors or survivor of them or to such person or persons accordingly.

Release of  
dock deposit  
fund.

**31.** On the application of the depositors in a summary way at any time after the passing of this Act the High Court may and shall order that the dock deposit fund of forty-seven thousand one hundred and forty-three pounds nineteen shillings and tenpence two-and-a-half per centum Consolidated Stock and the interest and dividends thereon shall be transferred and paid to the depositors or to any other person or persons whom the depositors may appoint in that behalf.

CAPITAL.

Company  
may apply  
their funds  
and raise  
additional  
capital.

**32.** The Company may apply for or towards the construction of the dock railways and works by this Act authorised and all or any other purposes of this Act to which capital is properly applicable any moneys which they are authorised to raise under the Act of 1901 and which may not be required by them for the purposes for which the same were authorised to be raised and the Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise for the same purposes and for the general purposes of their undertaking any additional capital not exceeding in the whole three hundred thousand pounds by the issue at their option of new ordinary shares or stock or wholly or partially by one of those modes respectively which shares or stock shall form part of the capital of the Company.

Shares not  
to vest until  
one-fifth  
part paid.

**33.** The Company shall not issue any share created under this Act of less nominal value than ten pounds nor shall any share or stock created under this Act vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share or the whole of such stock shall have been paid in respect thereof.

**34.** Except as by or under the powers of this Act otherwise provided the new shares or stock issued under the powers of this Act shall in proportion to the aggregate amount thereof from time to time held by the same person at the same time and paid up entitle the respective holders thereof to the same dividends and profits and confer on them the like qualifications and the like right of voting as the like amount of shares or stock of the Company of the same class or description issued under the powers of the Act of 1901.

A.D. 1904.  
Qualification  
of new  
shares or  
stock.

**35.** The Company may in respect of the additional capital of three hundred thousand pounds which they are by this Act authorised to raise borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred thousand pounds but no part of any such sum shall be borrowed until shares for so much of the portion of capital in respect of which it is to be borrowed as is to be raised by means of shares are issued and accepted and one-half of such portion of capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such portion of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are or is held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Power to  
borrow.

**36.** All moneys authorised to be borrowed on mortgage under the Act of 1901 or this Act shall rank equally and from the time when the same shall be advanced and the interest for the time being due thereon shall have priority against the Company

Moneys  
borrowed on  
mortgage to  
rank equally  
and to have  
priority.

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A.D. 1904. and upon all the property from time to time of the Company over all other claims on account of any debts incurred or to be incurred or engagements entered into or to be entered into by them.

For appointment of a receiver.

**37.** Section 32 of the Act of 1901 shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under such provision. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than twenty thousand pounds in the whole.

Power to create debenture stock.

**38.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Application of capital.

**39.** All money raised under this Act whether by shares or stock debenture stock or by borrowing shall be applied only to the purposes of the undertaking of the Company to which capital is properly applicable.

Power to pay interest out of capital during construction.

**40.** Notwithstanding anything in this Act or in any Act or Acts incorporated herewith contained the Company may out of any money by this Act authorised to be raised pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any holder of shares or stock in the capital of the Company by this Act authorised on the amount from time to time paid up on the shares or stock held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the dock and works by this Act authorised or such less period as the directors may determine

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but subject always to the conditions herein-after stated (that is to say) :— A.D. 1904.

- (A) No such interest shall begin to accrue until the Company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of the Company that two-thirds at least of the capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same :
- (B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :
- (C) The aggregate amount to be so paid for interest shall not exceed twenty thousand pounds and the amount so paid shall not be deemed capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid :
- (D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares or stock to be issued under the powers of this Act and in every certificate of shares or stock :
- (E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any holder of shares or stock of the Company on the amount of the calls made in respect of his shares or the amount paid up in respect of his stock as the case may be but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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MISCELLANEOUS.

For protec-  
tion of War  
Department.

**41.** And whereas it is necessary to make provision for protecting the dock and works by this Act authorised in the event of war and for preserving the rights of His Majesty's Principal Secretary of State for the War Department Therefore the following provisions shall have effect (that is to say) :—

- (1) The Company in constructing the works by this Act authorised shall set apart at or near the north-western corner of the lock entrance aforesaid as may be approved by the Secretary of State for War a site about thirty feet by twenty feet with suitable and sufficiently substantial foundations upon which the War Department may in case of emergency erect a battery for light guns and the Company is to provide a right of access thereto at all times for wheeled traffic or tramway as may at the discretion of the Secretary of State for War be considered desirable ;

If at any time the Company shall by the construction or removal of these or other works render it advisable in the opinion of the Secretary of State for War that the battery should be removed to another site on the estate of the Company the Company shall provide a substituted site at a place to be agreed between the Company and the War Department without charge to the War Department and so that if such removal shall take place at the instance of the Company the Company shall bear the reasonable expense of such removal :

- (2) The Company shall construct the lock entrance to the dock by this Act authorised with three pairs of gates so placed that no two pairs of gates shall be within two hundred feet of each other :
- (3) The Company shall provide means for sufficiently protecting in a manner approved by the War Department in case of war the outer or river gates of any entrance from the river to any dock or graving dock which they may construct on any part of the land reclaimed by means of the said river walls or embankments.

For protec-  
tion of Hull  
Trinity  
House.

**42.** The following provisions shall apply and take effect for the protection of the corporation of the guild or brotherhood of



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masters and pilots seamen of the Trinity House in Kingston-upon-Hull (herein-after called "the Hull Trinity House") (that is to say) :— A.D. 1904.

(1) If at any time hereafter owing to the construction or user by the Company of any of the works by this Act authorised or owing to the user of any of such works by any vessels the existing Newsham Booth Lights and the conveniences in connexion therewith are interfered with or rendered in any way less useful for the purposes for which they are now used the Company shall at their own expense provide the necessary land for and construct new and permanent lighthouses in the place of the existing Newsham Booth Lights with stores for paraffin or other oils and necessaries and cottages for the lightkeepers and all necessary appurtenances thereto to the satisfaction as regards position design structure illuminating apparatus means of access and otherwise of the Hull Trinity House as the local lighthouse authority and shall convey the site of such new lighthouses cottages and the buildings on such site to the Hull Trinity House in fee simple and shall pay the costs of such conveyance and all other expenses incurred in connexion with the reinstatement of the Hull Trinity House in such new permanent lighthouses and buildings Provided that if the Hull Trinity House shall require more powerful or more expensively equipped lighthouses and appurtenances thereto than those in use at the time of reinstatement they shall repay to the Company the extra cost of providing such additional power or equipment as may be agreed between the Hull Trinity House and the Company or failing agreement as may be certified by an arbitrator to be appointed at the request of either party by the Board of Trade :

(2) If at any time after the erection of any new lighthouses and buildings as provided by the last preceding subsection such new lighthouses and buildings are interfered with or rendered in any way less useful for the purposes for which they were erected owing to the construction or any such user of the works as aforesaid the Company shall at their own expense provide the necessary land for and construct substituted lighthouses and buildings

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in place of those so interfered with or rendered less useful and all the provisions of the preceding subsection shall apply to such last-mentioned lighthouses and buildings as if they were new and permanent lighthouses provided under that subsection and so from time to time. The provisions of this and the last preceding subsection shall apply in every case where any such new lighthouses and buildings are interfered with or rendered less useful as aforesaid :

- (3) Any dispute which may arise between the Company and the Hull Trinity House as to whether the existing Newsham Booth Lights and the conveniences in connexion therewith or any new lighthouses and buildings substituted for such existing lights and conveniences have or have not been interfered with or rendered less useful for the purposes for which they are now used or for which they were erected shall failing agreement be settled by an arbitrator to be appointed at the request of either party by the Board of Trade :
- (4) The provisions of the Merchant Shipping Act 1894 (Part XI) relative to local lighthouses shall apply to any lighthouses which may be erected and completed under the provisions of this section :
- (5) No existing lighthouse or any substituted lighthouse erected under the provisions of this section or the premises connected therewith and no light exhibited from any such lighthouse shall be interfered with or obstructed by the Company until the new lighthouse and premises in connexion therewith shall be erected in place thereof and lights exhibited therein to the satisfaction of the Hull Trinity House or until the Company shall at their own expense and to the like satisfaction have provided temporary lighthouses and lights therein :
- (6) When and as soon as any new lighthouse and premises shall be completed as aforesaid and the lights duly displayed therein to their satisfaction the Hull Trinity House shall at the expense of the Company transfer to the Company their interest in the lighthouse and premises and the site thereof for which such new lighthouse and premises may have been substituted :

- (7) The Company shall allow at all times free access both by water and by land to the Hull Trinity House their officers lightkeepers and servants over the premises of the Company with or without horses carts and carriages to and from the existing lighthouses at Newsham Booth or any lighthouses which may be substituted therefor and to and from the stores and cottages connected therewith respectively for the time being and the Company shall not be entitled to charge the Hull Trinity House with any wayleaves rates or tolls in respect of any persons landing on or embarking from any portion of the works of the Company or in respect of any goods or any things of any kind required for use in connexion with any of the said lighthouses for the time being or by the lightkeepers.
- A.D. 1904.  
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**43.** For the protection of the Great Central Railway Company (herein-after called "the Great Central Company") the following provisions shall unless otherwise agreed between the Company and the Great Central Company have effect (that is to say) :—

For protec-  
tion of Great  
Central  
Railway  
Company.

- (1) The junction of the Railway No. 1 by this Act authorised with the railway of the Great Central Company shall be constructed in such position within the limits of deviation and according to such plans and sections as shall be approved in writing by the principal engineer of the Great Central Company or in the event of difference by an arbitrator to be appointed as herein-after provided and should it be necessary in constructing the said railway or in connexion with the construction thereof for the Great Central Company to alter or remove the telegraph posts or wires on or connected with their said railway the Company shall bear and on demand pay to the Great Central Company the expense of and connected with such alteration and removal and of restoring the same to their former or placing them in different positions or of substituting other telegraph posts or wires therefor :
- (2) The Company shall bear and on demand pay to the Great Central Company the reasonable expense of the employment by them during the making of the said Railway No. 1 on the land of the Great Central Company adjacent to the railway of that company of a sufficient number of inspectors signalmen or watchmen to be

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appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company or their contractors with reference thereto or otherwise :

- (3) In constructing the said Railway No. 1 the Company shall not in any way obstruct or interfere with the traffic passing along the railway of the Great Central Company and if by reason of any works or proceedings of the Company there shall be any obstruction or interference with the said railway of the Great Central Company so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the Great Central Company the sum of twenty pounds per hour during which any such obstruction or interference shall continue :
- (4) Except for the purpose of constructing maintaining and using the said Railway No. 1 in accordance with the provisions of this Act and the necessary exchange sidings connected therewith the Company shall not under the powers of this Act take or acquire any land of the Great Central Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Central Company or to alter vary or interfere with the railway of that company or with any works thereof further or otherwise than is necessary for the construction maintenance or user of the railway authorised without the consent in writing in every instance for that purpose first had and obtained of the Great Central Company under their common seal and with respect to any lands of the Great Central Company which the Company are by this Act from time to time authorised to use enter upon or interfere with the Company shall not purchase and take the same but the Company may purchase and the Great Central Company shall sell or grant accordingly an easement or right of using the same in perpetuity for the purposes for which but for

this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment :

- (5) The Great Central Company may at their own expense at any time or times hereafter should it be necessary for them to do so alter or remove the junction by this Act authorised with their railway and substitute a new junction therefor but not so as to remove it further north or to sharpen the curve at the junction and so that such alteration or removal or substituted junction shall not stop the traffic of the railway so interfered with and by this Act authorised or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction as the case may be or the signals works and conveniences connected therewith and in the event of the Great Central Company effecting any such alteration removal or substitution subsections 2 and 3 hereof (with the substitution of the words "the Great Central Company" for the words "the Company" whenever they occur and of the words "the Company" for the words "the Great Central Company" whenever they occur) shall apply to the effecting of such alteration removal or substitution in like manner as they apply to the making or construction of the said Railway No. 1 :
- (6) If any dispute shall arise between the Great Central Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the Board of Trade the costs of such arbitration to be in the discretion of such arbitrator.

**44.** In case the Company shall themselves work the dock undertaking the following provisions shall have effect :—

- (1) If any reception sidings are for the time being allotted for coal and coke traffic between the commencement

For protec-  
tion of Lan-  
cashire Der-  
byshire and  
East Coast  
Railway  
Company.

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and termination of Railway No. 1 by this Act authorised the Lancashire Derbyshire and East Coast Railway Company (herein-after called "the Derbyshire Company") shall for the purposes of any coal and coke traffic to the dock by this Act authorised from collieries on near to or beyond the railway of the Derbyshire Company be entitled to run over and use with their engines wagons and trucks officers and servants so much of the said Railway No. 1 as is necessary to place such coal and coke traffic into such reception sidings :

- (2) In respect of such coal and coke traffic whether placed in the projected reception sidings at or near Ulceby or in any reception sidings for the time being allotted for coal or coke traffic upon Railway No. 1 as aforesaid the terms and conditions of an agreement made the twentieth day of July one thousand nine hundred and one between the Great Central Railway Company and the Derbyshire Company shall mutatis mutandis apply as if the Company were substituted as a party to such agreement in place of the Great Central Railway Company Provided nevertheless that as between the Company and the Derbyshire Company the provisions of clause 9 of such agreement shall not apply so as to entitle the Company to bonus mileage.

For protection of rural district council of Glanford Brigg.

**45.** For the protection of the rural district council of Glanford Brigg (herein-after called "the council") the following provisions shall notwithstanding anything shown on the deposited plans and sections have effect (that is to say) :—

The Company shall carry the roads herein-after mentioned over the railway by means of bridges of such widths between the parapets thereof as the Company think fit not being less than the widths herein-after mentioned in connexion therewith respectively (that is to say) :—

Nos. on Plan.	Parish.	Description.	Width between Parapets.
22	North Killingholme -	Public road .	40 feet
27	ditto -	ditto -	30 feet
34 11	} South Killingholme -	ditto -	40 feet

Every such bridge shall be made with parapets of brickwork of not less than four feet six inches in height above the level of the road and eighteen inches thick with stone coping on the top : A.D. 1904.

The Company shall carry the railway over the road through No. 27 on the plan in South Killingholme by means of a bridge of a single span of not less than forty feet wide on the square with a clear headway above the road for the whole width of the road of sixteen feet :

The Company shall provide and at all times maintain efficient drainage for the road under the bridge :

The railway shall cross the footpath in Nos. 1 4 and 5 on the plan in North Killingholme either in Nos. 4 or 5 and not in No. 1 :

The Company shall erect and maintain at all times proper handgates across the under-mentioned footpaths such gates to be erected in the line of fence on each side of the railway and shall also erect and at all times maintain timbered level crossings for the under-mentioned footpaths (viz.) :—

Nos. on Plan.	Parish.	Description.
4 & 5	North Killingholme - -	Public footpath
4 & 6	do. - -	do.
30 33	do. - -	do.
21 23	South Killingholme - -	do.

If and when at any time the public footpaths through Nos. 1 4 and 5 in North Killingholme are interfered with in any way by the Company's railway or works the Company shall so divert the said paths that the railway or works shall not prevent the convenient use of the paths by the public such diversion to be with the consent of the council If the last mentioned footpath crosses the railway at the same point as the bridle road through Nos. 22 23 and 24 in South Killingholme the proviso herein-after contained as to the bridle road shall alone apply :

The Company shall erect and at all times maintain proper stiles across the footpaths in Nos. 30 and 33 in North Killingholme and in Nos. 15 16 and 17 in South Killingholme such stiles to be erected in the line of fence on each side of the railway and shall also erect and at all times maintain a timbered level crossing over the railway for such footpaths :

A.D. 1904.

The Company shall erect and at all times maintain hunting gates across the bridle road through Nos. 8 and 9 in Ulceby such gates to be erected in the line of fence on each side of the railway and shall also erect and at all times maintain a timbered level crossing over the railway for such bridle road :

The Company shall also erect and at all times maintain hunting gates across the bridle road through Nos. 22 23 and 24 in South Killingholme and shall also erect and at all times maintain a timbered level crossing for such bridle road and shall also make and at all times maintain to the satisfaction of the council's surveyor embanked approaches to such hunting gates of the width of ten feet and of a convenient gradient :

The Company shall erect and maintain at all times proper gates across the public road No. 10 on the plan in North Killingholme such gates to be erected in the line of fence on each side of the railway and to be of not less than twelve feet wide :

If and when at any time the public bridle path through Nos. 2 3 6 and 7 in South Killingholme is interfered with in any way by the Company's railway or works the Company shall provide and make to the satisfaction of the council an alternative bridle path on a site and of the width approved by the council :

If and when at any time the public road No. 35 in North Killingholme and No. 11 in South Killingholme is interfered with in any way by the Company's railway or works the Company shall provide and make to the satisfaction of the council an alternative public road on a site and of the width approved of by the council :

The council shall at all times have free access to and communication with any sewer or drain under their control and power to lay lateral and private drains to communicate therewith without the concurrence or consent of the Company as if the same were a pipe for the supply of gas or water :

The council shall give to the Company seven days previous notice in writing addressed to the chief office of the Company for the time being of the intention of the council to execute any works on any part of the property of the Company and the council shall make full compensation to



the Company for any damage loss or injury incurred by or accruing to the Company by reason or in consequence of the execution of any such works by the council :

The Company shall not break up or interfere with any such sewer or drain until they shall have given to the council seven clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the sewer or drain proposed to be interfered with :

Whenever it may be necessary to interfere with any existing sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the council another sewer or drain in lieu of and of equal capacity with the sewer or drain to be intercepted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain in such manner as shall be reasonably required by the council :

If by reason of the execution of any of the powers of this Act the council shall necessarily incur any cost in reconstructing altering or repairing any existing sewer or drain the Company shall repay to the council such additional cost :

If by reason of the execution of any of the powers of this Act any increased length of sewer or drain shall become necessary the same shall be constructed by the council at the expense of the Company :

If any question arises under this section between the council and the Company that question shall be determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

**46.** For the protection of the commissioners of sewers for the county of Lincoln the following provisions shall unless otherwise agreed between the Company and the said commissioners apply and have effect (that is to say) :—

(A) All culverts and bridges made by the Company at any time across any of the drains under the jurisdiction or control of the commissioners of sewers for the county of Lincoln shall be made of such dimensions and at such

For protection of commissioners of sewers for county of Lincoln.

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- levels as the surveyor of the said commissioners shall reasonably require and to his satisfaction :
- (B) In the event of the Company making any river embankment or embankments or diverting any drain under or subject to the jurisdiction of the said commissioners by a new cut such embankment or embankments and new cut shall be made and completed under the direction and to the reasonable satisfaction of the surveyor of the said commissioners as regards dimensions levels batter and in all other respects :
- (C) The river embankment or embankments and drain diversion or new cut referred to in subsection (B) shall be for ever hereafter maintained and repaired and maintained repaired and cleansed respectively by and at the expense of the Company and to the reasonable satisfaction of the said commissioners of sewers and their surveyor :
- (D) The plans working drawings specifications and levels of such culverts bridges river embankments and new cut shall not less than fourteen days before the work is commenced be submitted to the said commissioners for approval and the Company shall comply with the reasonable requirements and directions of such commissioners and their surveyor :
- (E) In the event of any slipping in of banks or sides of drains caused by or arising from the construction or maintenance of the railways such slips shall be forthwith removed by the Company and the Company shall stake pile or otherwise make securé the said banks and drains at all times to the satisfaction of the said surveyor and in default thereof the said commissioners may execute all necessary works and repairs to secure the said banks or sides as aforesaid and may recover the costs and expenses thereof from the Company :
- (F) The commissioners of sewers and their officials and workmen shall at all times have a free and uninterrupted right-of-way over and along the ancient bridleway over that portion of the Humber bank affected by this Act and also a like free and uninterrupted right-of-way across the railway where the same crosses the Ulceby and Thornton Skitter Beck and the South Killingholme and Immingham Havens and other drains under the

jurisdiction of the commissioners and the Company shall provide fix and at all times maintain bridle-gates on each side of such railway on such sides of the several bridges crossing such beck and drains as the said surveyor shall reasonably require :

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- (g) Except as herein expressly provided nothing in this Act contained shall be deemed or construed to prejudice diminish alter abridge or take away any of the jurisdiction rights powers or authorities vested in the commissioners of sewers for the county of Lincoln and all the jurisdiction rights powers and authorities vested in them shall be as good valid and effectual to all intents and purposes as if this Act had not been passed.

**47.** For the purpose of all enactments relating to the exercise of powers by the Company or by the dock-master or his deputy the limits of the dock by this Act authorised shall include the works and conveniences constructed under this Act and a distance of two hundred yards riverwards from every or any part thereof respectively but the jurisdiction of the dock-master or his deputy shall not be exercised so as to affect vessels navigating the channels of the River Humber unless such vessels shall obstruct the entrance or approach to the dock by this Act authorised.

Extension of limits of dock.

**48.** Subject to the provisions of this Act all the enactments of the Act of 1901 relating to the railway thereby authorised shall apply to the railway authorised by this Act and the provisions of the recited Acts shall be read and have effect accordingly.

Application of enactments to railway.

**49.** All powers of letting or demising any lands conferred on the Company by the Act of 1901 shall extend and apply to all lands acquired by the Company under the powers of this Act.

Application of leasing powers of Company.

**50.** If the Company see fit they may themselves on any of the lands already belonging to them or acquired by them under the powers of this Act erect houses and cottages for the accommodation of workmen and servants employed at or upon any of the docks warehouses and works of the Company or may make agreements or arrangements with any company or person for the provision of such houses or cottages and may apply their funds and capital for the purposes aforesaid.

Company may erect workmen's houses.

**51.** The agreement dated the twentieth day of November one thousand nine hundred and three contained in the Second Schedule

Confirmation of agreement with Earl of Yarborough.

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A.D. 1904. — to this Act between the Right Honourable Charles Alfred Worsley Earl of Yarborough of the one part and the Company of the other part is hereby confirmed and made obligatory upon the parties thereto Provided always that nothing contained in the scheduled agreement shall be held to recognise or confirm any right title or claim of the said Earl of Yarborough to the foreshore below high-water mark but the right and title to such foreshore shall remain in the same state as if this Act had not been passed.

Application of section 27 and the agreement scheduled to Act of 1901 to this Act &c.

**52.** Section 27 of the Act of 1901 shall be read and have effect in all respects as if the Bill referred to in the agreement set forth in the Fourth Schedule to that Act had been the Bill for the present Act and as if the agreement set forth in the Third Schedule hereto had been substituted for the agreement set forth in the Fourth Schedule to the Act of 1901 for all purposes other than the definition of the terms and conditions on which the special stock authorised by the said section may be issued and so that in sub-clause (B) of Article 2 of the said terms and conditions the expression "as herein-after mentioned" shall mean as mentioned in the agreement set forth in the Third Schedule hereto.

Confirmation of agreement in Third Schedule.

**53.** The agreement dated the fifteenth day of June one thousand nine hundred and four between the Company of the one part and the Great Central Railway Company of the other part and set forth in the Third Schedule hereto is hereby authorised subject to the confirmation thereof by the proprietors of the Great Central Railway Company as therein provided.

Saving for Postmaster-General.

**54.** Nothing in this Act or in the agreement set forth in the Third Schedule to this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the railways of the Company are owned or worked by or leased to the Great Central Railway Company.

Crown rights.

**55.** Nothing herein contained shall authorise 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 the King's most Excellent 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 such Commissioners and such Board are hereby respectively authorised to give) neither shall anything herein contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the King's Majesty.

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

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

**57.** Nothing in this Act contained shall exempt the Company or the railway 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.

**58.** 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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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

LANDS HOUSES BUILDINGS OR MANUFACTORIES OF WHICH PORTIONS  
ONLY MAY BE REQUIRED.

Parish.	Number on deposited Plans.
	RAILWAY.
Ulceby - - -	5
North Killingholme - -	7 26 28

THE SECOND SCHEDULE.

AN AGREEMENT made the twentieth day of November one thousand nine hundred and three between the Right Honourable CHARLES ALFRED WORSLEY Earl of Yarborough (herein-after called "the Earl") of the one part and the HUMBER COMMERCIAL RAILWAY AND DOCK COMPANY (herein-after called "the Company") of the other part.

Whereby it is agreed as follows:—

1. This agreement is in substitution for an agreement between the parties dated the thirtieth day of June one thousand nine hundred and three from the obligations of which the parties are mutually discharged.

2. The Company shall forthwith promote in the ensuing or next following session of Parliament a Bill to empower the Company to construct a new dock with connecting railways and other works and entrance into the River Humber the said new dock to be wholly situate upon some part of the lands of the Earl delineated and coloured red on the plan annexed hereto to abandon the dock and works authorised by the Humber Commercial Railway and Dock Act 1901 and for other purposes and the Company agree with the Earl to use their best endeavours to procure the passing of the said intended Bill at the earliest possible date.

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3. Save as to sections 2 and 12 hereof the obligations of the parties hereto under this agreement are conditional on the passing of such a Bill as contemplated by the foregoing section.

4. In consideration of the premises the Earl will give the Company an option to acquire for the purposes of their proposed undertaking any portion of the said lands coloured red on the said plan not exceeding six hundred acres in extent as may be required by them for their said dock undertaking for an estate in fee simple in possession free from encumbrances and from all leases other than and except yearly tenancies at the price of one hundred and fifty-five pounds per acre the precise position of such lands to be determined by the engineer of the Company in view of the purposes of the said proposed dock and to be situated within the limits of deviation allowed by the said intended Bill as passed into law and when the site of the water area of the said dock is fixed the land to be acquired by the Company under this clause shall as regards its situation be substantially in the same relative position to the water area of the said proposed dock as the land agreed to be sold by the Earl to the Company under the agreement dated the thirtieth day of June one thousand nine hundred and three had to the water area of the dock then contemplated. The Earl will also give the Company a like option to acquire any part of the foreshore required for the purposes of the said undertaking coloured brown on the plan annexed hereto within the said limits of deviation if and so far as the Earl shall be the owner of such foreshore at the price of fifteen pounds per acre of foreshore.

5. The said options shall be exercised by the Company by notice in writing under the hand of their secretary to be given to the Earl at any time within three years from the passing of the said intended Bill into law and the sale and purchase is to be completed at the expiration of three calendar months from the receipt of such notice and if not so completed the purchase money is to bear interest at the rate of four per cent. per annum from that date until the completion of the purchase. The sale and purchase are to be made subject to the existing tenancies and to land tax (if any) tithe rentcharges affecting the land sold and all rights of way or light and other easements but the Earl shall assist the Company in extinguishing any easements which may interfere with the carrying out of the proposed undertaking.

6. On completion of the purchase the Earl and all other necessary parties shall convey the property sold to the purchasers in fee simple. The conveyance which shall be prepared by and at the expense of the Company and shall be executed in duplicate shall contain all necessary covenants and provisions on the part of the Company for carrying into effect the terms of this agreement and for granting to the Earl his heirs and assigns the facilities and privileges herein-after mentioned.

7. The Company will allow the Earl his heirs and assigns to make such connexions at convenient points with the said connecting railways as shall be reasonably required for facilitating traffic to and from his estate for the development thereof and to give reasonable access from the said estate to

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the dock and railways by means of a road or roads to the boundary of the Company's land to be constructed at the Earl's expense but such road or roads are not to be made or used so as to hamper or interfere with the proper management by the Company of their said dock and works. Such works shall be settled in case of difference by Sir John Wolfe Barry or other the engineer for the time being of the Company and Mr. Robert Forrest or other the surveyor for the time being of the Earl his heirs or assigns or by an umpire appointed by them. The Company will also use their best endeavours to secure from the contractors for the railway and dock works facilities for the Earl his heirs and assigns his and their tenants and lessees and at reasonable rates for the conveyance of building and other materials in connexion with the development of his and their said estate over any temporary lines which such contractors may construct so far as is not incompatible with the user of such temporary lines for their primary purpose in connexion with the said works.

8. The Company agree with the Earl to do all reasonable accommodation works in accordance with the Railways Clauses Acts as may be settled by the said R. Forrest on behalf of the Earl his heirs or assigns and by the said Sir J. Wolfe Barry on behalf of the Company or other their respective surveyor and engineer for the time being or by their umpire in case of disagreement.

9. The costs charges and expenses of the Earl of and incidental to the said sale and purchase and the carrying out of the terms of this agreement and the fees of the Earl's surveyor under clauses 7 and 8 hereof shall be paid by the Company.

10. Notwithstanding anything to the contrary contained in the Lands Clauses Acts or in the said intended Act the Company shall not be entitled to acquire compulsorily nor to enter upon take or use without the previous consent in writing of the Earl his heirs or assigns any land belonging to him or them save for the purpose of constructing the said connecting railways and in that case only so far as the land required for such railways is outside the said limits of deviation of dock works. Provided that nothing in this clause shall prevent the Company from acquiring compulsorily the interest of any lessee or tenant of any of the lands of the Earl.

11. The words "heirs and assigns" and "heirs or assigns" of the Earl as used in this agreement shall be deemed to include all persons entitled under any settlement affecting the said lands.

12. The Company shall use their best endeavours to procure the insertion in the said intended Bill of a clause or clauses embodying the terms of these presents so far as they are contained in clauses 7 8 and 10 hereof.

13. The Company agree with the Earl that if the said intended Bill shall pass into law they will not until the completion of the said intended dock and works construct or assist in constructing any other dock at Grimsby or elsewhere on the Humber.



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14. The undertaking to be authorised by the said intended Bill shall be generally for a similar scheme to that contemplated by the said Bill promoted by the Company in the last session of Parliament except so far as the same is varied by this agreement and the power to acquire lands compulsorily the area of lands to be acquired the period for the completion of dock and other works and the clause for the abandonment of the dock and other works authorised by the said Act of 1901 shall be similar to those contained in the said Bill promoted by the Company in the last session of Parliament. If the Company by the said intended Bill seek for powers to acquire compulsorily for the purposes of their proposed dock any lands other than the lands coloured red and brown on the said plan annexed hereto then the area of the six hundred acres which the Company have the option to acquire under paragraph 4 hereof shall be reduced by an area equivalent to the area of such other lands as the Company seek power to acquire compulsorily as aforesaid.

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15. If either House of Parliament shall seek to impose upon the said Company any conditions or clauses which in their opinion it is unreasonable they should accept the Company shall be at liberty to withdraw the said intended Bill at any stage.

16. The Earl agrees at the request of the Company to render assistance in the promotion of the said intended Bill and to give evidence in support thereof by himself or his agents. All costs and expenses incurred by the Earl under this clause shall be paid by the Company.

In witness whereof the Earl of Yarborough has hereunto set his hand and seal and the common seal of the Humber Commercial Railway and Dock Company has been hereunto affixed by order of the board of directors thereof the day and year first above written.

Signed sealed and delivered by  
the above-named Charles  
Alfred Worsley Earl of  
Yarborough in the presence  
of—

YARBOROUGH.

L.S.

GEORGE HAROLD HUMPHREY  
Brocklesby Park  
Lincolnshire  
Estate Agents' Clerk.

EDWARD CHAPMAN.  
EDWIN A. BEAZLEY.

The Humber  
Commercial  
Railway and Dock  
Company.  
L.S.

A. W. LIPSHAM Secretary (pro tem.).

A.D. 1904.

THE THIRD SCHEDULE.

AN AGREEMENT made the 15th day of June one thousand nine hundred and four between the HUMBER COMMERCIAL RAILWAY AND DOCK COMPANY (herein-after called "the Dock Company") of the one part and the GREAT CENTRAL RAILWAY COMPANY (herein-after called "the Railway Company") of the other part.

WHEREAS the Dock Company were incorporated by the Humber Commercial Railway and Dock Act 1901 (herein-after called "the Act of 1901") for making a dock railways and other works at Grimsby in the county of Lincoln with a share capital of one million pounds divided into one hundred thousand shares of ten pounds each :

And whereas the Dock Company are promoting a Bill in Parliament (herein-after called "the Bill of 1904") empowering the Dock Company to abandon the construction of the dock railways and works authorised by the Act of 1901 and in substitution therefor to make and maintain on lands adjoining the River Humber in the parts of Lindsey in the county of Lincoln the more convenient dock railways and other works (herein-after called "the substituted dock and works") described in the Bill of 1904 and to raise further capital for the purpose :

And whereas it was by section 27 of the Act of 1901 enacted that the Dock Company might raise any sum or sums not exceeding three hundred thousand pounds of its said capital of one million pounds by the creation and issue of special guaranteed redeemable shares or stock conferring upon the respective holders thereof the rights and benefits and to be issued upon and subject to the terms and conditions appearing in the agreement set forth in the Fourth Schedule thereto which agreement subject to confirmation thereof by the proprietors of the Railway Company as therein mentioned the Dock Company and the Railway Company were thereby authorised to confirm and carry into effect And that in the event of the redemption of the said special shares or stock the Dock Company might reissue the whole or any part thereof in the shape of ordinary capital And whereas the terms and conditions respecting the issue of the said special shares or stock (in the said agreement and herein-after called "special stock") as set forth in the said agreement were as follows :—

"(A) The special stock shall be redeemable at any time after the expiration of ten years from the date of the Royal Assent to the said Bill upon six calendar months' notice at the price of one hundred and forty pounds per every one hundred pounds of special stock ;

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“(B) The special stock shall have the full and exclusive benefit of the fund to be appropriated out of the coal terminals as herein-after mentioned for the purpose of making provision for the payment of dividend thereon and shall not be entitled to participate with the ordinary shares in any distribution of net profits of the Dock Company except only in the event and to the extent next herein-after mentioned that is to say If in any year the said coal terminal fund shall prove insufficient to pay a dividend for that year of four pounds per cent. (less income tax) on the special stock then the special stock shall to such an extent as shall be necessary to bring the dividend thereon for the year up to the full amount of four per cent. (less tax) but no further be entitled to participate with the ordinary shares in any distribution of net profits of the Dock Company which may remain available after payment of a dividend on the ordinary shares at such a rate per cent. per annum as shall be determined at the time of the issue thereof :

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“(C) In the event of the redemption of the special stock the Dock Company shall be at liberty to reissue all or any part of the said three hundred thousand pounds of capital in the form of ordinary shares or stock ” :

And whereas by the said agreement set forth in the Fourth Schedule to the Act of 1901 it was amongst other things provided that subject as therein mentioned the Railway Company would enter into an agreement with the Dock Company in the form of a draft set forth in the schedule thereto being in substance an agreement for the grant by the Dock Company and the acceptance by the Railway Company of a lease of the dock railways and works authorised by the Act of 1901 upon and subject to the terms and conditions in the draft agreement expressed :

And whereas the terms and provisions of the said agreement set forth in the Fourth Schedule to the Act of 1901 and of the agreement scheduled thereto are not wholly applicable to the altered circumstances arising from the proposed abandonment of the dock railways and works authorised by the Act of 1901 and the substitution therefor of the substituted docks and works and the parties hereto have accordingly determined to enter into such new or modified agreement as is herein-after expressed and contained Now these presents witness and it is hereby agreed as follows :—

1. The Railway Company will use their best endeavours to procure such resolution or resolutions as may be necessary to be passed by the proprietors of the Railway Company for the purpose of confirming these presents.

2. The Dock Company will use their best endeavours to obtain from Parliament in the present session authority for the parties hereto to confirm and carry into effect these presents in lieu of and in substitution for the said agreement set forth in the Fourth Schedule to the Act of 1901 and the said draft agreement scheduled thereto and subject to confirmation as herein-after appears.

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3. If and when and so soon as the Railway Company shall have been put in possession of the substituted dock and works under the provisions of these presents and thenceforward so long as the special stock shall remain unredeemed the Railway Company shall set apart and appropriate out of the receipts from the substituted dock undertaking a terminal of threepence per ton on all coal coke and similar mineral traffic passing into the said dock up to an amount not exceeding one million four hundred and forty thousand tons per annum and will hold the moneys so set apart and appropriated as a special fund upon trust that the same shall be applied exclusively in distribution by way of dividend amongst the holders for the time being of the special stock and will apply the same accordingly. And if in any year the said terminal of threepence per ton on coal coke or such other mineral traffic as aforesaid shall prove insufficient to pay a dividend for that year of four per cent. (less income tax) on the special stock then and in such case the Railway Company shall in addition to the yearly rental payable by them as herein-after provided be chargeable for that year with an additional rental equal to the amount by which the terminal of threepence per ton on the said traffic for that year shall have fallen short of the amount required to pay the said dividend and such additional rental shall be added to the amount produced by the appropriation of the said terminal for that year and applied as though the same had formed part thereof and shall for the purposes of clause (B) of the said terms and conditions applicable to the issue of the special stock be deemed part of the coal terminal fund therein referred to.

4. It shall be lawful for the Railway Company at any time after the special stock shall have become redeemable upon providing the Dock Company with the necessary funds for that purpose to call upon the Dock Company to give the necessary notice and redeem the special stock and the Dock Company shall redeem the special stock accordingly and from thenceforth the Railway Company shall be entitled to retain the said terminal of threepence per ton for its own use and benefit.

5. In the event of the exercise by the Railway Company of the right to call for redemption of the special stock as last aforesaid the Dock Company shall if called upon by the Railway Company so to do reissue to the Railway Company or its nominees as ordinary shares or stock the whole or any part as the Railway Company shall require of the said three hundred thousand pounds of capital but only upon the terms that the rental to be paid by the Railway Company for the use of the substituted dock and works shall be increased by an amount sufficient to enable the Dock Company to provide for a payment of a dividend at the rate of four per centum per annum upon the stock so reissued.

6. The Dock Company shall at its own expense acquire all the land necessary for the construction of and shall construct the substituted dock and works or such part of the said dock and works as the Railway Company shall require to be constructed and shall complete and equip the same ready for traffic in accordance with the plans drawings sections and specifications herein-after mentioned to the satisfaction of the engineer of the Railway Company and of the Board of Trade and all other proper authorities in

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compliance with the provisions of the special Act or Acts applicable in that behalf and within the period thereby limited for the completion of the works. A.D. 1904.

7. Before commencing the works the Dock Company shall furnish for approval to the Railway Company an estimate of the probable capital expenditure connected therewith including in such estimate the matters and things herein-after mentioned and the Dock Company shall not be under any obligation towards the Railway Company to expend more than the amount of such estimate as approved by the Railway Company nor shall the Dock Company be entitled to do so without the sanction and approval of the Railway Company.

8. The Dock Company shall before commencing the works prepare and submit to the Railway Company for approval detailed plans drawings and sections of the proposed substituted dock and works or of such part thereof as the Railway Company shall require to be constructed herein-after included in the expression "substituted dock and works" and a specification of the works based on the foregoing estimate and shall make such modifications thereof and additions thereto as shall be reasonably required by the engineer of the Railway Company.

9. Before the opening of the substituted dock and works for traffic the Dock Company shall to the reasonable satisfaction of the Railway Company make all such arrangements as shall be proper and sufficient for enabling the Railway Company on or after the opening of the said dock and works for public traffic to work and use the same in accordance with these presents.

10. No alteration or variation in the works shall be made by the Dock Company without the express sanction of the Railway Company.

11. After the completion of the substituted dock and works and the opening thereof for public traffic the same shall for twelve calendar months thereafter be maintained by and at the cost of the Dock Company in substantial repair and in good working order and condition and thenceforth during the continuance of the lease herein-after referred to the same shall be maintained in substantial repair and in good working order and condition by the Railway Company.

12. The estimate of probable capital expenditure herein-before referred to shall include not only the estimated cost of construction of the substituted dock and works and the purchase of the site but also the following matters and things (that is to say):—

- (1) The legal and parliamentary expenses of the Dock Company and their engineer's fees in connexion with the premises;
- (2) The cost of keeping the substituted dock and works in repair during the period of maintenance provided for by the last preceding paragraph of these presents;
- (3) Any capital sum which with the sanction of Parliament the Dock Company may expend in payment of interest during construction on any shares or stock issued by the Dock Company including the special stock;
- (4) A sum not exceeding three thousand five hundred pounds to cover the costs of administration of the Dock Company during the construction of the works.

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13. Immediately upon the completion and opening for public traffic of the substituted dock and works the Dock Company will grant and the Railway Company will accept a lease of the substituted dock and works and all the powers and authorities of the Dock Company with respect thereto including the right to make levy receive and recover tolls rates and charges and the right to make and enforce byelaws and recover damages and penalties and generally all the powers authorities rights and privileges exercisable and enjoyable by the Dock Company under the Act of 1901 or any other Act or Acts or otherwise for carrying on the said dock undertaking under the same conditions and restrictions as are by Act of Parliament or otherwise imposed on the Dock Company its directors officers and servants.

14. The said lease shall be for a term of nine hundred and ninety-nine years from the date of the completion and opening for public traffic of the substituted dock and works or such other date as may be agreed upon at the yearly rent herein-after specified which shall be paid and satisfied half-yearly on the first day of January and the first day of July in each year the first of such half-yearly payments being made on such of the said half-yearly days as shall first occur after the date of commencement of the said term and to be apportioned if necessary.

15. The rent to be paid by the Great Central Company to the Dock Company shall be (1) such an annual sum as shall subject as herein-after provided represent interest at the rate of four per cent. upon the actual sum expended by the Dock Company in respect of the matters and things to be included in the aforesaid estimate of probable capital expenditure after deducting from such sum the amount raised by the issue of the special stock but not exceeding (except with the consent in writing of the Railway Company) the amount of the said estimate so approved (2) The annual sum of five hundred pounds being the estimated amount necessary to cover the office and administration expenses of the Dock Company Provision shall also be made in the said lease for payment of the additional conditional rents herein-before provided for should the same or either of them become payable Provided always that if any part of the actual sum so expended as aforesaid shall have been raised by the exercise by the Dock Company of its borrowing powers or by the issue of debenture stock at a lower rate of interest than four per cent. per annum then and in such case that part of the said rental which is to represent interest upon the amount so raised by borrowing or by the issue of debenture stock shall be calculated at the actual rate or rates at which the said amount shall have been so raised instead of at the rate of four per cent. as herein-before provided.

16. Immediately on becoming entitled to the said lease the Railway Company shall be put in possession of the substituted dock and works and shall from thenceforth during the continuance of the said term carry on the work of the said dock in a proper safe and efficient manner and subject as herein-before provided maintain the same in good repair order and condition and provide and employ such officers clerks workmen and servants and such engines rolling stock plant apparatus stores materials and things as shall be reasonably necessary and proper for carrying on the said dock undertaking

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*Act, 1904.*

and generally fulfil the statutory obligations of the Dock Company in carrying on the dock undertaking and indemnify the Dock Company in respect thereof. A.D. 1904.

17. The Railway Company shall pay and discharge or redeem all rent-charges chief rent interest tithes tithe rentcharge land tax and other charges and all rates taxes and assessments and other outgoings whether usually payable by landlord or tenant—landlord's property tax only excepted.

18. The Railway Company shall also during the construction of the works pay and provide such sums as shall be necessary to make up the difference between the amount which the Dock Company may be authorised by Parliament to expend out of capital in the payment of interest during construction on any shares or stock issued by the Dock Company and the actual amount which as the event may turn out the holders of such stock or shares may by the terms of issue be entitled to claim. Provided always that no issue shall be made by the Dock Company on terms which may involve the Railway Company in any liability under this provision without first submitting such terms for the approval of the Railway Company and receiving the written assent of the Board of the Railway Company thereto.

19. If so desired by either of the parties hereto a formal lease shall be executed pursuant to these presents and the same shall in addition to the provisions herein before expressly referred to contain a proviso for re-entry on non-payment of rent and all the usual covenants and conditions commonly inserted in leases of the like nature not being inconsistent with anything herein-before contained and in case of dispute the form of the said lease shall be settled by some conveyancing counsel agreed on by the parties or failing agreement nominated in that behalf by the Attorney-General for the time being and the decision of such conveyancing counsel as to the form of such lease shall be final.

20. In case any difference or dispute shall arise between the parties hereto touching the true intent or construction of these presents or touching the work to be executed hereunder or as to the reasonableness or otherwise of any addition or alteration in the works which may be desired by either party hereunder the matter in difference or dispute except where otherwise herein-before expressly provided shall be referred to and be determined in accordance with the Arbitration Act 1889 by a single arbitrator to be nominated in case of dispute by the Board of Trade.

21. If the Bill of 1904 modified so as to confer such authority as is referred to in clause 2 hereof to confirm and carry into effect these presents (either without modification or with such modifications only as the parties hereto shall respectively approve) shall fail to pass into law in the present session of Parliament or if the proprietors of the Railway Company shall not on or before the thirty-first day of December 1905 have passed the said resolution or resolutions for confirming these presents with such modifications (if any) as aforesaid these presents shall be void and of no effect and neither party hereto shall in that case have any claim against the other in respect of anything herein-before contained.

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A.D. 1904.

22. If the said Bill shall pass conferring as aforesaid authority to carry these presents into effect the said agreement set forth in the Fourth Schedule of the Act of 1901 and the draft agreement scheduled thereto shall thereupon cease to have any operation except so far as the terms and conditions on which the said special stock may be issued are set forth therein.

In witness whereof the companies parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.

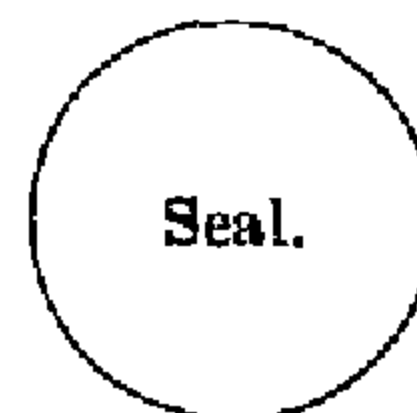
The common seal of the Humber Commercial Railway and Dock Company was hereunto affixed in the presence of—

EDWARD CHAPMAN } Directors.  
JACK SUTCLIFFE }

A. W. LIPSHAM Secretary.

The common seal of the Great Central Railway Company was hereunto affixed in the presence of—

EDWARD CHAPMAN  
A Director of the Company.



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