



**CHAPTER clxvi.**

An Act to authorise the Yorkshire Transport Company Limited to construct a pier on the River Humber and for other purposes. A.D. 1912.  
[13th December 1912.]

**W**HEREAS the Yorkshire Transport Company Limited (in this Act called "the Company") were incorporated on the eleventh day of December one thousand nine hundred and eleven under the Companies (Consolidation) Act 1908:

And whereas the Company are interested in certain lands in the parish of North Killingholme in the rural district of Glanford Brigg in the county of Lincoln (Parts of Lindsey) adjoining the south bank of the River Humber:

And whereas the construction of the pier and works hereinafter described will provide facilities for the shipment of the output of the coalfields adjoining the River Ouse on the north and south thereof in the county of York and it is expedient that the same should be sanctioned:

And whereas plans and sections showing the line situation and levels of the pier and works by this Act authorised and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken or used for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the Parts of Lindsey in the county of Lincoln and the said plans sections and book of reference respectively are in this Act referred to as the deposited plans sections and book of reference:

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

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

PRELIMINARY.

Short title.

1. This Act may be cited as the North Killingholme Pier Act 1912.

Incorporation of Acts.

2. The following Acts and part of Act (so far as the same are applicable for the purposes of and are not inconsistent with or varied by the provisions of this Act) are subject to the provisions of this Act hereby incorporated with this Act (that is to say):—

The Lands Clauses Acts:

The Harbours Docks and Piers Clauses Act 1847 except sections 16 to 19 both inclusive (unless the Company shall be required by the Board of Trade to provide and maintain a lifeboat and tide and weather gauge):

Provided that the following expressions used in the Harbours Docks and Piers Clauses Act 1847 have the following respective meanings (that is to say):—

The expressions "packet boat" and "Post Office packet" mean respectively a vessel employed by or under the Post Office or the Admiralty for the conveyance under contract of postal packets as defined by the Post Office Act 1908 and the expression "Post Office bag of letters" means a mail bag as defined by the same Act:

Provided further that nothing in the Harbours Docks and Piers Clauses Act 1847 or in this Act shall extend to exempt from rates or duties any such vessel as aforesaid if she also conveys passengers or goods for hire.

Interpretation.

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

"The Company" means the Yorkshire Transport Company Limited;

- “The pier” means the pier by this Act authorised and the works connected therewith; A.D. 1912.
- “The undertaking” means the undertaking of the Company;
- “High-water mark” and “low-water mark” mean respectively high-water mark and low-water mark of ordinary spring tides Admiralty datum;
- “Vessel” includes steamer ship barge boat and craft of every class and description however propelled;
- “Crane” includes crane coal hoist coal tip lift shear legs and capstan by whatsoever power worked;
- “The Conservancy Board” means the Humber Conservancy Board.

#### WORKS AND POWERS.

4. Subject to the provisions of this Act the Company may construct and maintain in the line or situation and within the limits of lateral deviation shown on the deposited plans and according to the levels shown on the deposited sections the pier herein-after described. Power to construct pier.

The said pier will be situate in the Parts of Lindsey in the county of Lincoln and is—

A pier or jetty of open work throughout wholly situated in the parish of North Killingholme in the rural district of Glanford Brigg and the foreshore and bed of the River Humber ex-adverso of the said parish commencing at a point on high-water mark three hundred and ninety yards or thereabouts measured in a north-westerly direction from the outer end of the jetty at North Killingholme Haven and three hundred and eighty yards or thereabouts measured in a northerly direction from the north-west corner of the New Inn adjoining the said haven extending thence in a north-easterly direction for a distance of three hundred and seventeen yards or thereabouts and thence in a north-westerly direction for a distance of two hundred yards or thereabouts and terminating at a point distant seven hundred and fifty-three yards or thereabouts measured in a north-by-easterly direction from the north-west corner of the said New Inn and six hundred and eighty yards or thereabouts measured in a north-by-westerly direction from the said jetty at North Killingholme Haven.

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The said pier and works shall be constructed and maintained of open work as shown on the deposited plans and the underside of the planking of that portion of the pier connecting the pierhead with the land including the underside of the oil pipes (if any) underneath the same shall be ten feet at the least above high-water mark.

Limits of deviation.

5. In constructing the pier the Company may deviate laterally from the line thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and may deviate vertically from the levels of the pier as shown on the deposited sections to any extent not exceeding ten feet upwards. 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 of the Admiralty and the Conservancy Board.

Power to dredge.

6.—(1) Subject to the provisions of the section of this Act whereof the marginal note is "For protection of Conservancy Board" the Company may dredge deepen scour cleanse and improve the bed channel and foreshore of the River Humber for the purpose of obtaining preserving or improving the access to the pier and may appropriate use and dispose as they think fit of any materials removed in the course of such dredging. Provided that no materials excavated or dredged under the provisions of this section shall be deposited below high-water mark otherwise than in such position and under such restrictions as may be fixed by the Board of Trade and if such position be within the jurisdiction of the Conservancy Board without the consent of that Board. Provided also that no dredging operations shall be commenced by the Company in the River Humber until the consent in writing of the Admiralty has been obtained thereto.

(2) In the event of any question or difference arising between the Conservancy Board and the Company under the provisions of this section such question or difference shall be settled by arbitration in manner provided by the section of this Act whereof the marginal note is "For protection of Conservancy Board."

Penalty for obstructing works.

7. Every person who wilfully obstructs any person acting under the authority of the Company in setting out the line of the pier or works connected therewith or who pulls up or removes any poles or stakes driven into the ground for the

purpose of setting out the line of the works shall for every such offence be liable to a penalty not exceeding five pounds. A.D. 1912.

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

9. The limits within which the authority of the piermaster with respect to the pier shall be exercised shall comprise the pier and the lands works and conveniences connected therewith respectively and the area below high-water mark within a distance of one hundred and forty yards south-eastwards and north-eastwards from the pier and two hundred yards from the pier in every other direction which limits are in this Act referred to as "the limits of this Act" Provided that the authority of the piermaster shall not be exercised so as to affect vessels navigating or at anchor in the channels of the River Humber unless such vessels shall obstruct the approach to the pier. Limits of Act.

10. So much of the pier as is to be made and constructed in and upon the foreshore and bed of the River Humber and not included in any parish shall from and after the completion of the pier be included for all purposes in the parish of North Killingholme and rural district of Glanford Brigg in the county of Lincoln. Pier included in rural district of Glanford Brigg.

11. The Company may construct and provide on or in connexion with the pier all necessary and convenient sidings footways carriageways approaches roads communications landing places steps slips embankments cranes hoists lifts pontoons moorings dolphins wharves depôts sheds engine and boiler houses and other works and conveniences. Subsidiary pier works.

12.—(1) The Company shall erect fit up and maintain or provide— Accommodation for workmen employed on construction of pier.

(A) Such huts or buildings for the accommodation of the workmen employed in and about the construction of the pier;

(B) Such hospital accommodation for the treatment of cases of sickness or accident among such workmen including accommodation for dealing with infectious diseases;

as shall be reasonably necessary having regard to the accommodation available in the neighbourhood of or conveniently

A.D. 1912. accessible from the pier and shall provide and maintain proper and sufficient sanitary accommodation in connexion with every such building and hospital.

(2) The Company shall pay all reasonable costs and expenses incurred in respect of the medical and surgical treatment of any workman employed on the construction of the pier who is treated in any hospital accommodation provided by them except in so far as such costs and expenses are payable under the provisions of the National Insurance Act 1911 or otherwise.

(3) The medical officer of health of the county council of the Parts of Lindsey in the county of Lincoln (herein-after in this section referred to as "the county council") shall be entitled at any time to enter into and inspect and examine any accommodation afforded under this section in order to ascertain whether overcrowding exists therein and whether proper and sufficient sanitary arrangements are provided.

(4) The Company shall give such officer all facilities and information which he requires for the purpose of the performance of his duties including the right to enter upon the pier and any person obstructing such officer in the performance of his duty under this section shall be liable on summary conviction to a fine not exceeding forty shillings.

(5) If at any time it appears to the county council that the Company have failed to afford or maintain accommodation in accordance with subsection (1) of this section the Company shall afford and maintain such accommodation as the county council may require. Provided that if within fourteen days after the receipt of notice of any requirement of the county council under this subsection the Company give notice to the county council that they dispute the reasonableness of any such requirement the difference shall be determined by the Local Government Board on the application of either of the parties to the difference and the Local Government Board may make such requirements (if any) in variation of the requirements of the county council as they may think fit.

(6) If the Company fail to afford and maintain accommodation in accordance with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and to a further daily penalty not exceeding five pounds for every day on which the offence is continued after conviction and such penalties may be recovered by the county council.

(7) Any expenses incurred by the county council in carrying out the provisions of this section shall be repaid to the county council by the Company and shall be recoverable as a debt due from the Company to the county council. A.D. 1912.

(8) The Company shall pay to the Local Government Board any expenses incurred by that Board under this section including a sum not exceeding three guineas a day for the services of any inspector in connexion with any local inquiry or investigation which they may consider necessary in the exercise of their powers under subsection (5) of this section and the expenses of any witnesses summoned by the inspector.

**13.** No vessel shall without the consent of the piermaster of the Company anchor within a distance of three hundred yards from the pier so as to obstruct the free access of any vessel thereto. Vessels not to anchor so as to obstruct access to pier.

**14.** The Company shall have the appointment of meters weighers and other officers and servants on and in connexion with the pier. Power to appoint meters and weighers.

**15.** The Company shall at all times keep at the outer extremity of the pier and at reasonable distances along the pier and in accordance with any requirements which may be made by the Board of Trade a sufficient number of lifebuoys and lines in good order and fit and ready for use. Lifebuoys to be kept.

**16.** The officers of the coastguard and all other persons for the time being actually employed in connexion with the lifeboat or the apparatus for saving life may either permanently or temporarily without payment attach or cause to be attached to any part of the pier spars and other apparatus for saving life and may also either in course of using or of exercising the apparatus for saving life fire rockets over the pier. Life-saving apparatus may be attached to pier.

**17.** In case of injury to or destruction or decay of the pier or any part thereof the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Conservancy Board and shall apply to the Conservancy Board for directions as to the means to be taken and the Company shall be liable to a penalty not exceeding twenty pounds for every calendar month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken. Provision against danger to navigation.

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Works  
below high-  
water mark  
to be subject  
to approval  
of Board of  
Trade and  
Admiralty.

**18.** Subject to the provisions of this Act any of the works authorised by this Act to be constructed on over or under tidal lands below high-water mark shall be constructed only in accordance with such plans and sections and subject to such restrictions and regulations as previous to such works being commenced have been approved as regards the Board of Trade in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and as regards the Admiralty under the hand of their secretary or assistant secretary.

Any alteration or extension of any such works shall be subject to the like approval.

If any such work be commenced or completed contrary to the provisions of this section the Board of Trade and the Admiralty or either of them may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Lights  
on works  
during con-  
struction.

**19.** The Company shall at or near the works below high-water mark authorised by this Act during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade require or approve. If the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Permanent  
lights on  
works.

**20.** The Company shall at the outer extremity of the pier below high-water mark exhibit and keep burning from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Conservancy Board shall from time to time direct. If the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Survey of  
works by  
Board of  
Trade and  
Admiralty.

**21.** If at any time the Board of Trade and the Admiralty deem it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray



the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily. A.D. 1912.

**22.** If a work constructed by the Company under the powers of this Act on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade or the Admiralty or the Conservancy Board may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily or if incurred by the Conservancy Board shall be a debt due to them and be recoverable summarily. Abatement of work abandoned or decayed.

**23.** For the protection of the Great Central Railway Company (in this section herein-after referred to as "the Great Central Company") the following provisions shall unless otherwise agreed upon between the Company and the Great Central Company apply and have effect (that is to say):— For protection of Great Central Railway Company.

(1) For the purpose of enabling the Great Central Company to ship and unship oil at or along the pier the Company may and shall at the request in writing of the Great Central Company grant facilities (including a free wayleave over or right of using the pier for the purposes herein-after mentioned) for the attaching and maintaining by that company along and under the superstructure of the pier of three lines of pipes having a diameter of not exceeding ten inches for the passage of oil through such pipes to and from vessels using the pier but such free wayleave shall not prejudice or affect the rates payable under the provisions of this Act on vessels which may discharge or load oil by means of the said pipes and the said vessels shall for the purposes of the section of this Act whereof the marginal note is "Rates on vessels" be deemed to be vessels using the pier:

(2) The said lines of pipes shall be constructed by the Great Central Company as and when they desire to do so and according to plans sections and specifications to be previously submitted to and reasonably approved by the engineer for the time being of the Company and shall be maintained by the Great Central Company Provided that if for one month after such plans

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sections and specifications shall have been submitted to such engineer he shall have failed to give notice to the Great Central Company of his objections thereto he shall have been deemed to have approved thereof and all such works and all maintenance repairs and renewals thereof shall be done and executed by the Great Central Company to the reasonable satisfaction and in all respects under the superintendence of the engineer of the Company and at such times as he shall approve and in all things at the expense of the Great Central Company and whenever any such works maintenance repairs or renewals are carried out they shall be so constructed executed used and maintained that the pier shall not be injured nor the traffic at along or over the pier in any way impeded:

(3) The Company shall give notice in writing to the Great Central Company of their intention to commence the pier and the Great Central Company may thereupon but within twenty-eight days of the receipt of such notice intimate to the Company their desire to exercise the facilities aforesaid and in that event the Company shall in constructing the pier make such provision for the attaching thereto of the said lines of pipes as may be reasonably necessary in accordance with such plans sections and specifications as may be agreed upon between the Company and the Great Central Company or as failing agreement shall be determined by arbitration as herein-after in this section provided:

(4) Any additional cost which may be incurred by the Company in respect of the provision of the said facilities—

(1) in the construction of the pier;

(2) in the erection of the said lines of pipes;

(3) in the maintenance and use by the Great Central Company of the said lines of pipes;

shall be repaid by the Great Central Company to the Company and any difference as to the amount of such additional cost shall be determined by arbitration as herein-after in this section provided:

(5) If by or through the said lines of pipes or any failure thereof or of any act or omission of the Great

Central Company or of any person employed by them the pier or the works connected therewith or any of the property of the Company shall be injured or damaged such injury or damage shall be forthwith made good by the Great Central Company at their own expense and to the reasonable satisfaction of the Company or in the event of their failing so to do the Company may make good the same and the reasonable expenses thereof shall on demand be repaid to the Company by the Great Central Company and the Great Central Company shall indemnify the Company against all losses (including any loss arising through interruption of the traffic by any failure of the said lines of pipes or any of them at or on the pier) which the Company may sustain and free and relieve the Company from and of any claims which may be made against the Company and pay all costs charges damages and expenses which may be occasioned to the Company or the pier or any of their works or property or the traffic at or on the pier or to any person using the same by or through the said lines of pipes or any failure thereof or of any act or omission of the Great Central Company or of any person employed by them or otherwise:

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- (6) Nothing in this section contained shall be deemed or construed to confer upon the Great Central Company any preferential user of the pier by vessels resorting thereto for the shipment or unshipment of oil by means of the said lines of pipes:
- (7) Any difference which arises between the Company and the Great Central Company under this section (except subsections (5) and (6) of this section) shall be referred to and determined by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

#### LANDS.

24. Subject to the provisions 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

Lands for pier.

A.D. 1912. reference as may be required for the purposes of the pier or for any purposes connected therewith:

Provided that the Company shall not except by agreement with the Admiralty enter upon take or use the lands in the parish of North Killingholme numbered 3 upon the deposited plans.

Portion of capital to be raised before powers exercised.

**25.** The Company shall not exercise any of the powers conferred upon them by this Act with respect to the compulsory taking of lands for the purposes of this Act unless and until a resolution shall have been passed by the Company increasing their capital to not less than forty-five thousand pounds nor until a statutory declaration has been made by two directors that twenty-two thousand five hundred pounds thereof has been issued and accepted and one-half of such last-mentioned portion of the capital of the Company paid up such portion of the capital being issued bonâ fide and held by the persons to whom the same was issued their executors administrators successors or assigns and such persons their executors administrators successors or assigns being legally liable for the same.

Persons under disability may grant easements &c.

**26.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

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

#### RATES.

Rates on persons.

**28.** The Company may demand and receive for every person who shall land from or embark on any vessel at the pier and in respect of passengers' luggage and bicycles tricycles or other similar vehicles landed shipped or transhipped at the pier any sums not exceeding the several rates and sums specified in the First Schedule to this Act.

**29.** The Company may subject to the provisions of this Act demand and take in respect of vessels using the pier any sums not exceeding the several rates and sums specified in the First Schedule to this Act and every such sum shall be paid by the master of the vessel and in the case of fishing boats steamers and other vessels trading to and from or frequently using the pier the Company may agree to charge such annual or other sum as they may think reasonable by way of compounding for the rates or sums payable in respect of such vessel but so that no preference be in any case given to any person.

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Rates on  
vessels.

**30.** The Company may demand and take in respect of the shipment unshipment transshipment reception or delivery from at or upon the pier of any of the goods and minerals included in each class in the classification so far as applicable of goods and minerals annexed to the schedule to the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order 1892 which Order is scheduled to and confirmed by the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order Confirmation Act 1892 any rates or charges not exceeding those respectively specified in the First Schedule to this Act in respect to the class in which such goods and minerals are included and in respect of the shipment unshipment transshipment reception or delivery from at or upon the pier of the animals or things described in Parts II. III. and IV. so far as applicable of the schedule to the said Order any rates or charges not exceeding those respectively specified in the First Schedule to this Act in respect of the description in such Parts of such animals or things and every such rate shall be paid by the owner or consignee of such goods and minerals animals and things and sections 13 to 18 and 20 of the schedule to the said Order shall so far as applicable extend and apply to the fixing of the rates and charges by this section authorised.

Rates on  
goods  
animals &c.

**31.** The Company may erect or provide such warehouses as they may think necessary for storing and preserving goods articles or things shipped or unshipped received or delivered from or upon the pier and may charge in respect of such storage and preservation the rates specified in the First Schedule to this Act.

Rates for  
warehouses.

**32.** The Company may levy for and in respect of the use of cranes at the pier and for weighing and for the use of

Rates for  
cranes &c.

A.D. 1912. machinery and barges the rates respectively specified in the First Schedule to this Act and all such rates shall be paid by the owners or persons in charge of the goods lifted or by the owner agent master or other person in charge of the vessels using the said cranes machinery or barges or requiring the services specified in the said schedule.

Company may fix ballast rates.

**33.** All ballast to be discharged or removed from or put into any vessel using the pier and all services in relation to the stowing and trimming thereof shall if and when the Company so determine be discharged or removed or performed by the Company and the Company may fix such reasonable rates as they may think proper not exceeding those mentioned in the First Schedule to this Act to be paid for the supply and removal of ballast from and into vessels and such ballast rates shall be payable by the master or owner of every vessel which discharges or loads any ballast at the pier to the Company in respect of the vessels into or out of which such ballast is loaded or discharged and shall be recoverable by the Company as other rates in respect of vessels are by this Act recoverable and no persons other than the Company shall supply ballast to any vessel using the pier unless with the permission of the Company.

Company may supply water.

**34.** The Company may supply water to vessels at the pier and therefor charge any sum not exceeding that mentioned in the First Schedule to this Act.

Further rates for vessels remaining at pier longer than twenty-four hours.

**35.** If any vessel using the pier whether the same vessel shall previously have paid or been liable to pay rates or not shall remain at the pier for any longer space of time than twenty-four hours the Company may demand for every such vessel a further rate of twopence per ton for every three hours and so on in proportion for every subsequent three hours during which any such vessel shall remain as aforesaid beyond the said period of twenty-four hours in addition to the rates payable by virtue of this Act Provided always that such additional rates shall not be payable for any vessel which shall have been detained by stress of weather.

Charges for services.

**36.** The Company may demand and take for all services rendered by them in respect of the shipping transhipping and unshipping handling weighing watching and protecting animals and goods and for preparing and furnishing certificates of weight and for any other service with respect to animals and goods shipped transhipped unshipped warehoused or deposited by the

Company for which rates or charges are not specifically fixed by this Act such sums as they think fit or as may be agreed upon between the Company and the person desiring to avail himself of such services and the Company may render any such services when they think proper Provided that such charges shall at all times be made equally to all persons in respect of the same description of services and accommodations. A.D. 1912.

**37.** Officers of police and of the Conservancy Board being in the execution of their duty and licensed pilots shall at all times have free ingress passage and egress to or along and from the pier by land and with their vessels or otherwise without payment. Police and Conservancy Board officers and pilots exempt from rates.

**38.** All persons going to or returning from any lifeboat or using any apparatus for saving life and being persons either belonging to the crew of the lifeboat or to the coastguard or being persons for the time being actually employed in saving life or in exercising or using the lifeboat or the apparatus for saving life and all persons brought ashore from any vessel in distress shall at all times have free ingress passage and egress to along and from the pier. Exemption of lifeboat crew.

**39.** Fishing vessels belonging to countries with which for the time being treaties exist exempting from duties and port charges those vessels when forced by stress of weather to seek shelter in the ports or on the coasts of the United Kingdom shall when forced by stress of weather to make use of the pier and not breaking bulk while making use thereof be exempt from rates leviable under this Act. Certain fishing vessels under stress of weather exempt from rates.

#### MISCELLANEOUS.

**40.** In addition to any other powers for making byelaws conferred on the Company by this Act they may make byelaws in relation to the pier for all or any of the following matters (that is to say):— Byelaws.

For regulating the vessels goods and traffic near to or on the pier;

For preventing nuisance or annoyance by smoke and noise caused by vessels and the machinery and appliances thereof;

For protecting the pier and works and property thereon or attached thereto;

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For regulating the conduct of persons frequenting the pier and works and approaches thereto and preserving order thereon and therein.

General provisions as to byelaws.

**41.** The provisions of the Harbours Docks and Piers Clauses Act 1847 with respect to the byelaws to be made by the undertakers shall apply to all byelaws in relation to the pier which the Company are authorised by this Act to make Provided that all byelaws made under the said Act of 1847 and this Act shall require confirmation both by the Admiralty and by the Board of Trade but shall require no other confirmation.

Agreements with Conservancy Board.

**42.** The Company on the one hand and the Conservancy Board on the other hand may from time to time enter into and carry into effect agreements with respect to the alteration enlargement repair and maintenance of the pier and use of the foreshore and the execution and maintenance of such other works as may be necessary in that behalf and the granting of easements for all or any such purposes.

For protection of Conservancy Board.

**43.** Notwithstanding anything contained in this Act or shown on the deposited plans the following provisions for the protection of the Conservancy Board shall be binding and obligatory on the Company (that is to say):—

(1) The Company shall before commencing any dredging deliver to the Conservancy Board plans and sections defining the nature extent and manner of such dredging and if the Conservancy Board within two months after the delivery of such plans and sections express their disapproval of the same any question as to the dredging proposed to be carried out by the Company shall be referred to the arbitrator to be appointed as herein-after provided 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 Conservancy Board or by such arbitrator as the case may be:

(2) The Conservancy Board may and are hereby empowered to execute and carry out any of the dredging works authorised to be executed and carried out by the Company under the provisions of this Act upon such terms and conditions and at such cost as may be reasonably agreed:



(3) The Company shall not—

(A) Dredge the River Humber to a greater depth or in any other manner than is referred to in the previous part of this section;

(B) In respect of the pier and works acquire any greater right or interest in the foreshore and bed of the River Humber than an easement or right of constructing and maintaining the said pier and works in the lines and situation shown on the deposited plans which easement or right the Conservancy Board and the Board of Trade are hereby empowered to grant. The compensation for such easement or right shall be a rentcharge to be fixed (unless otherwise agreed with the Conservancy Board with the approval of the Board of Trade) by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 and such grant shall be subject in other respects to the Humber Conservancy Act 1868. The Conservancy Board with the consent of the Board of Trade are hereby empowered to sell or surrender the rentcharge mentioned in this subsection;

(C) Enter upon take or use any part of the bed of the River Humber except for dredging and temporary works riverward of the most northerly part of the pier and works:

(4) Before commencing the construction of any part of the pier and works on the foreshore or bed of the River Humber plans and sections showing the general mode of construction thereof shall be furnished by the Company to the clerk to the Conservancy Board and the approval of the Conservancy Board to such plans and sections or in case of difference the approval of the arbitrator to be appointed as hereinafter provided shall be obtained by the Company before commencing the pier and works and the pier and works shall be executed to the reasonable satisfaction of an engineer to be appointed by the Conservancy Board:

(5) All temporary structures in the River Humber which may be necessary to enable the pier and works to be constructed shall be constructed to the reasonable

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satisfaction in all respects of an engineer to be appointed by the Conservancy Board in accordance with plans to be submitted to and approved by the Conservancy Board or in case of difference approved by an arbitrator to be appointed 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 River 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 Conservancy Board so to do remove any such temporary structures or any materials for the same which may have been placed in the River Humber by the Company and on their failing so to do the Conservancy Board may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the Conservancy Board all expenses so incurred :

(6)—(i) If during the construction of the pier and works or of any temporary structures in connexion therewith respectively or within twelve months after the completion of the pier and works or after the removal of such temporary structures and in consequence of the construction of the pier and works or temporary structures any accumulation of silt or other material shall be created in the River Humber in the vicinity of the pier and works which shall cause an impediment to the free navigation of that part of the River Humber the Company if so requested by the Conservancy Board within the said period of twelve months after such completion shall remove such accumulation of silt or other material and if the Company on such request refuse or fail to do so the Conservancy Board may themselves cause the work to be done and may recover from the Company the reasonable cost thereof ;

(ii) Should any such accumulation arise within the said period of twelve months and be removed in accordance with the provisions of this section then any recurrence of such accumulation shall from time to

time be removed as aforesaid for a period of ten years from the completion of the pier and works or after the removal of any temporary structures :

- (7) In the event of the Conservancy Board omitting to express their disapproval of any plans or sections within two months after the same shall have been furnished to the Conservancy Board in pursuance of this section the Conservancy Board shall be deemed to have approved the same :
- (8) If any part of the pier and works is not executed within the period of seven years from the passing of this Act or within such further period as Parliament shall sanction any easement acquired over any portion of the bed and foreshore of the River Humber exclusively for or in respect of the unexecuted part shall revert to and vest in the Conservancy Board and be held by them under the same conditions and covenants as before such easement was so acquired unless the Conservancy Board shall consent to the retaining and holding of such easement by the Company In the event of any such reversion to the Conservancy Board a proportionate part of the rentcharge shall cease to be payable :
- (9) From and after the commencement of the construction of the pier and works the Company shall if required by the Conservancy Board provide and maintain on the pier an effective fog signalling apparatus and shall duly and properly work such apparatus in foggy weather for the purpose of warning passing vessels of the existence of the pier and works :
- (10) During the continuance of any dredging operations which the Company may be authorised to execute the Company shall provide and maintain to the reasonable satisfaction of the Conservancy Board such gas mooring and other buoys at or near the vicinity of the dredging area and take all such other steps as may be necessary to prevent danger to navigation :
- (11)—(i) If at any time hereafter owing to the construction or user by the Company of the pier and works the existing North Killingholme leading lights are inter-

A.D. 1912.

ferred with or rendered less useful for the purposes for which they are now used the Conservancy Board shall be entitled and they are hereby empowered to do all such works and to take all such measures as they may consider reasonably necessary to remedy such interference and to make the said lights as effective in all respects as heretofore for the purposes for which they are now used;

- (ii) Any expense reasonably incurred by the Conservancy Board in accordance with the provisions of this subsection shall be a debt due from the Company to the Conservancy Board and shall be recoverable summarily:
- (12) The provisions of the section of this Act whereof the marginal note is "Survey of works by Board of Trade and Admiralty" shall with the necessary modifications apply to the Conservancy Board as if the Conservancy Board were named therein in addition to the Board of Trade and the Admiralty and any expenses incurred by the Conservancy Board in pursuance of the said section shall be a debt due to them and be recoverable summarily:
- (13) The Company and the Conservancy Board may agree in writing for any variation or alteration in the provisions of this section:
- (14) In the event of any question or difference arising between the Conservancy Board and the Company under the provisions of this section such question or difference shall be referred to an engineer or other fit person to be appointed as arbitrator by the Company and the Conservancy Board or failing agreement by the Board of Trade on the application of the Company or of the Conservancy Board:
- (15) Except as in this Act otherwise expressly provided 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 1907 or any of them or any title of the Conservancy Board 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 Conservancy Board. A.D. 1912.

44.—(1) In the anticipation or in the event of war with any State it shall be lawful for His Majesty by proclamation under the Royal Sign Manual to direct that during the continuance of such war or for such period as may be specified in such proclamation the Admiralty shall with respect to the pier act instead of the Company in the execution of this Act and shall further with respect to the pier have such powers for closing or regulating temporarily or permanently the use of the same or the access of vessels thereto as His Majesty may be pleased to confer and as may be specified in such proclamation and from and after such time as may be specified for the purpose in any such proclamation and if no time be specified therein from and after the date of such proclamation all matters to be done in pursuance of this Act by or by the order of the Company shall during the continuance of such war or during the period specified in such proclamation be done by or by order of the Admiralty or by the Company by permission of the Admiralty and this Act shall during such continuance or such period be read and construed as if the Admiralty were by this Act empowered to act in the execution of the same instead of the Company and the Admiralty may also during such continuance or period exercise such further powers as His Majesty may have been pleased to confer and to specify in such proclamation.

For protection of Admiralty powers &c.

(2) The jurisdiction or authority conferred on the Company and their servants or officers by this Act shall be subject in all respects to the jurisdiction and control of the Admiralty and to any restrictions which the Admiralty may hereafter desire to set up under their general powers over the area to be acquired by the Company under this Act and also over any additional area in the neighbourhood.

(3) Notwithstanding the powers conferred on the Company and their servants or officers by this Act the Admiralty shall not be liable to make any compensation in the event of naval requirements and/or the Admiralty Pier injuriously affecting or interfering with the Company's user of their pier even to the extent of causing the total cessation of such user except in the events specified in the agreement set forth in the Third Schedule to this Act and no compensation shall in any event

A.D. 1912. be payable by the Admiralty to any person or body other than the Company.

(4) The Company may agree with the Admiralty for the transfer to the Admiralty of the pier and of the powers rights and obligations conferred and imposed upon the Company by this Act.

Confirming  
agreements  
with  
Admiralty.

**45.** The agreement between the Yorkshire Boring Company Limited the Company and the Admiralty set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto and this Act shall have and take effect subject to that agreement and to the carrying out of the provisions thereof by the parties thereto but without prejudice to any rights and interests which the Admiralty may have in any of the lands and property affected thereby and the agreement between the Admiralty and the Company set forth in the Third Schedule to this Act is also hereby confirmed and made binding on the parties thereto and this Act shall have and take effect subject to the carrying out thereof by the parties thereto and if the lands acquired and the pier and works constructed under this Act shall be transferred to the Admiralty under such last-mentioned agreement all powers and rights conferred by this Act upon the Company shall as and from the date of such transfer be vested in and exerciseable by the Admiralty.

Crown  
rights.

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

Saving rights  
of Trinity  
House Dept-  
ford Strond.

**47.** Nothing in this Act contained shall prejudice or affect the rights powers and privileges of the Corporation of Trinity House of Deptford Strond.

48. Subject to the provisions of this Act nothing contained in this Act shall exempt the pier or the Company from the provisions of the Merchant Shipping Acts or of any general Act relating to harbours and piers or dues on shipping or on goods carried in ships now in force or which may be passed during the present or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the rates authorised by this Act.

A.D. 1912.

Provision as  
to Merchant  
Shipping  
Acts &c.

49. The Company shall deliver to the Registrar of Joint Stock Companies a printed copy of this Act and he shall retain and register the same and if such copy is not so delivered within three months from the passing of this Act the Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the Company who knowingly and wilfully authorises such default shall incur the like penalty. Every penalty under this section shall be recoverable summarily. There shall be paid to the registrar by the Company on such copy being registered the like fee as is for the time being payable under the Companies (Consolidation) Act 1908 on registration of any document other than the memorandum or the abstract required to be filed with the registrar by a receiver or manager or the statement required to be sent to the registrar by the liquidator in a winding up in England.

Copy of Act  
to be regis-  
tered.

50. 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.

A.D. 1912. The SCHEDULES referred to in the foregoing Act.

### FIRST SCHEDULE.

#### I.—RATES ON PERSONS USING THE PIER.

	<i>s.</i>	<i>d.</i>
For every passenger or other person who shall land on the pier from or embark from it on board of any vessel for each time any sum not exceeding - - - - -	0	4

#### II.—RATES ON PASSENGERS' LUGGAGE BICYCLES &C. LANDED SHIPPED OR TRANSHIPPED AT THE PIER.

	<i>s.</i>	<i>d.</i>
For every trunk portmanteau box parcel or other package within the description of luggage and not borne by passengers not exceeding eighty-four pounds - - - - -	0	6
Over eighty-four pounds and not exceeding two hundred and twenty-four pounds - - - - -	1	0
And for every twenty pounds weight in addition - - - - -	0	1
For every bicycle tricycle or other similar vehicle - - - - -	0	4

#### III.—RATES ON VESSELS USING THE PIER.

	Not exceeding per ton Register.	
	<i>s.</i>	<i>d.</i>
For every vessel under the burden of fifteen tons - - - - -	0	6
For every vessel of the burden of fifteen tons and over - - - - -	1	0
All boats entirely open landing or taking on board passengers or goods each - - - - -	0	6

#### IV.—RATES ON GOODS AND MATERIALS ANIMALS AND THINGS SHIPPED UNSHIPPED TRANSHIPPED RECEIVED OR DELIVERED AT THE PIER.

The classification is that annexed to and the parts are the parts of  
the schedule to the Railway Rates and Charges No. 12 (Manchester  
Sheffield and Lincolnshire Railway &c.) Order 1892.

	<i>s.</i>	<i>d.</i>
Goods and minerals included in Class A - - - - - per ton	0	6
" " " " B - - - - - "	0	9
" " " " C - - - - - "	1	0



[2 & 3 GEO. 5.] *North Killingholme Pier Act, 1912.* [Ch. clxvi.]

				s.	d.	A.D. 1912.
Goods and minerals included in Class 1	-	-	-	per ton	1 6	—
" " " " 2	-	-	-	"	2 0	
" " " " 3	-	-	-	"	3 6	
" " " " 4	-	-	-	"	4 0	
" " " " 5	-	-	-	"	5 0	
Animals included in Part II. Description 1	-	-	-	each	1 6	
" " " " 2	-	-	-	"	1 0	
" " " " 3	-	-	-	"	0 4	
Things included in Part III.	-	-	-	"	2 0	

(and sixpence for each additional quarter of a ton over the weight specified).

Animals and things included in Part IV. such reasonable sum as the Company may think fit.

V.—RATES FOR THE USE OF WAREHOUSES.

	s.	d.
For every ton of goods which shall remain in any warehouse or shed or on any wharf not more than two days - - - -	0	4
And for every part of a day after such two days - - - -	0	1½
Or hire for warehouse &c. as may be agreed on.		
For any portmanteau trunk or other article of passengers' luggage for each day or part of a day after the first twenty-four hours -	0	2

VI.—RATES FOR THE USE OF CRANES.

*For Cranes lifting under Six Tons.*

	For the first Lift.	For each succeeding Lift.
	£ s. d.	£ s. d.
Under one ton - - - - -	0 2 6	0 0 4
One ton and under two tons - - - - -	0 3 0	0 0 6
Two tons and under three tons - - - - -	0 3 6	0 0 8
Three tons and under four tons - - - - -	0 4 0	0 0 10
Four tons and under five tons - - - - -	0 4 6	0 1 0
Five tons and under six tons - - - - -	0 5 0	0 1 2

*For Cranes lifting up to Ten Tons.*

	For the first Lift.	For each succeeding Lift.
	£ s. d.	£ s. d.
Six tons and under seven tons - - - - -	0 10 0	0 5 0
Seven tons and under ten tons - - - - -	1 0 0	0 10 0

A.D. 1912.

Ten tons and upwards any sum the Company think fit to demand.  
 The labour to be done by the parties requiring the use of the cranes:  
 In addition to the above rates for cranes sixpence per hour to be paid  
 for wages to cranemen attending while the crane is in use.

VII.—RATES FOR WEIGHING &C.

For weighing coal shipped into and removed from vessels at the pier  
 not exceeding twopence per ton.

For use of machinery employed for shipping coal not exceeding  
 threepence per ton.

For use of barges for any purpose as by agreement.

VIII.—RATES FOR BALLAST.

	£	s.	d.
Stone ballast - - - - - per ton	0	3	0

Sand clay or other ballast including the shipping of same - - - - - "	0	2	0
--	---	---	---

For ballast put in or taken out of any vessel - - - - - "	0	2	0
---	---	---	---

IX.—RATES FOR WATER.

Water per twenty-five gallons	0	0	3
-------------------------------	---	---	---

SECOND SCHEDULE.

THIS AGREEMENT made the seventh day of November one  
 thousand nine hundred and twelve between the YORKSHIRE  
 BORING COMPANY Limited of the first part the YORKSHIRE  
 TRANSPORT COMPANY Limited of the second part and the  
 COMMISSIONERS FOR EXECUTING THE OFFICE OF LORD HIGH  
 ADMIRAL OF THE UNITED KINGDOM OF GREAT BRITAIN AND  
 IRELAND (herein-after called "the Admiralty") of the  
 third part.

WHEREAS the plan annexed hereto is the plan referred to in these  
 presents:

And whereas the Admiralty has acquired from the Dikereeve and  
 the Commissioners of Sewers for the county of Lincoln the Fitty Land  
 comprising three acres one rood and thirty-six and a half perches  
 coloured pink and hatched with blue lines on the said plan:

And whereas the Yorkshire Boring Company Limited have by  
 agreement with the said Dikereeve and Commissioners acquired an  
 option to purchase the land coloured pink and the land coloured pink

and hatched with green lines on the said plan at any time before the twenty-fifth of April one thousand nine hundred and fourteen :

And whereas at the instance of the Yorkshire Boring Company Limited the Yorkshire Transport Company Limited has been formed and registered and has promoted the North Killingholme Pier Bill in the present session of Parliament by which powers are sought inter alia—

- (a) For the construction of the Company's pier shown on the plan within the limits of the deviation ; and
- (b) For compulsory powers of acquisition of lands foreshore and bed of the river shown within the limits of deviation :

And whereas the Yorkshire Transport Company Limited has agreed with the Yorkshire Boring Company Limited and the Admiralty that it will not exercise compulsory powers against the Yorkshire Boring Company Limited in respect of the Fitty Lands or over any part of the foreshore and bed of the river opposite the said Fitty Lands coloured pink and coloured pink and hatched either blue or green within the limits of deviation excepting as herein provided :

And whereas the Admiralty are also applying for powers to construct a pier or jetty by the North Killingholme (Admiralty) Pier Bill in the present session under which powers of purchase compulsorily or by agreement are sought over the bed and foreshore of the River Humber within the limits of deviation but have agreed not to exercise such powers compulsorily over the portion of the bed and foreshore of the said river as herein-after provided :

And whereas the parties hereto have agreed upon an exchange of land and for grants of wayleave upon the terms of this agreement :

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

1. The Yorkshire Boring Company Limited will (subject as herein-after provided) exercise their option to purchase the said Fitty Lands within the period named in the agreement relating thereto and will on receipt of two months' written notice from the Admiralty during the currency of such period forthwith exercise their said option and complete the said purchase and shall thereupon exchange their Fitty Land hatched green upon the said plan for the Fitty Land of the Admiralty hatched blue thereon the Yorkshire Boring Company Limited paying to the Admiralty one hundred and twenty pounds ten shillings per acre and the Admiralty paying to the Yorkshire Boring Company Limited one hundred and twenty pounds per acre in respect of the lands so exchanged and in calculating the acreage of the said Fitty Lands the H.W.M.O.T. is to be taken on the footing of eight feet nine inches above Ordnance datum.

A.D. 1912.

2. If on receipt of the said notice from the Admiralty the Yorkshire Boring Company Limited is not disposed forthwith to make the said purchase they shall before the expiration of the period of two months by counter notice to the Admiralty request them to purchase the said Fitty Lands coloured pink and coloured pink and hatched green respectively and shall nominate the Admiralty to the said Dikereeve and to the said Commissioners of Sewers to exercise the said option in place of them the Yorkshire Boring Company Limited and the Admiralty shall thereupon complete such purchase. But in such case the Yorkshire Boring Company Limited shall within four years thereafter call upon the Admiralty by giving them three calendar months' notice in writing to convey to them the said lands coloured pink and coloured pink and hatched blue respectively on the said plan at the price of one hundred and twenty pounds per acre for the land coloured pink and one hundred and twenty pounds ten shillings per acre for the land coloured pink and hatched blue plus the cost of such purchase and resale and in addition thereto shall also pay to the Admiralty at the same time interest on the said sums at the rate of four per centum per annum from the date of the completion of the purchase by the Admiralty of the said lands coloured pink and coloured pink and hatched green respectively on the said plan down to the date of the purchase by the Yorkshire Boring Company Limited of the lands coloured pink and coloured pink and hatched blue respectively.

3. If the Yorkshire Boring Company Limited on receipt of the said notice from the Admiralty does not give effect thereto by completing the said purchase and carrying out the said exchange and does not serve such counter notice as aforesaid on the Admiralty then the Admiralty may carry out its pier opposite its own Fitty Lands hatched blue as aforesaid. And the Yorkshire Boring Company Limited will in such case should the Admiralty so desire nominate them to the said Dikereeve and Commissioners to exercise the said option in their place.

4. The Yorkshire Transport Company Limited will not exercise compulsory powers over the said Fitty Lands foreshore and bed of the river against the Yorkshire Boring Company Limited if the provisions contained in this agreement have been complied with by the Yorkshire Boring Company Limited and the Admiralty will not exercise compulsory powers over the bed and foreshore of the River Humber opposite the Fitty Lands of the Yorkshire Boring Company Limited if the same are acquired by such company whether by purchase or exchange in accordance with this agreement.

5. The Yorkshire Boring Company Limited will subject to the terms of this agreement grant to the Yorkshire Transport Company Limited a lease for nine hundred and ninety-nine years of the land hatched blue or hatched green as the case may be and of the land

coloured pink on the said plan on terms of draft heads of agreement settled between the said parties and signed for identification by Mr. Archibald Grove the chairman of the Yorkshire Boring Company Limited and the Yorkshire Transport Company Limited.

A.D. 1912.

6. If the terms of this agreement are duly complied with the Yorkshire Transport Company Limited's pier may be carried out at the position shown on the said plan and the Admiralty pier may also be carried out as therein shown.

7. The Yorkshire Boring Company Limited shall give to the Admiralty or if the Admiralty purchase and resell the said lands to the Yorkshire Boring Company Limited then the Admiralty may reserve in perpetuity an easement for a road and for laying pipe lines and for the exercise of such other easement for the purpose of affording every facility for communication and access as may be required by the Admiralty over on or under a strip of land of sufficient width to permit of the construction of a road twenty feet wide or such other width as may be agreed between the respective advisers of the Admiralty and the Yorkshire Boring Company Limited from the land hatched green on the said plan up to the land acquired from Mrs. Houghton's trustees by the Admiralty such strip of land lying immediately to the north-east of the river bank as indicated on the plan and the road shall be level with the top of the river bank.

8. The Yorkshire Transport Company Limited shall so conduct and manage their business and the railway access from their said pier to the Barton and Immingham Light Railway viâ Messrs. Earle's property on the south-east side of the Admiralty land and they and the Yorkshire Boring Company Limited shall so lay and maintain the proposed pipes of the Great Central Railway Company that the Admiralty are not prejudicially affected in the enjoyment by them of the easement agreed to be granted under the preceding clause hereof.

9. If either the Yorkshire Boring Company Limited or the Yorkshire Transport Company Limited shall purchase the said Fitty Lands and subsequently the Yorkshire Transport Company Limited shall abandon their intention to construct their pier or jetty they shall give to the Admiralty the first refusal of such lands (either as purchased or exchanged) before offering them elsewhere.

10. This agreement is subject to such alterations as Parliament may think fit to make therein Provided that if any material alteration shall be made it shall be competent for either party to withdraw from the agreement.

In witness whereof the Yorkshire Boring Company Limited and the Yorkshire Transport Company Limited have caused their common seals to be hereunto affixed and the Commissioners for executing the

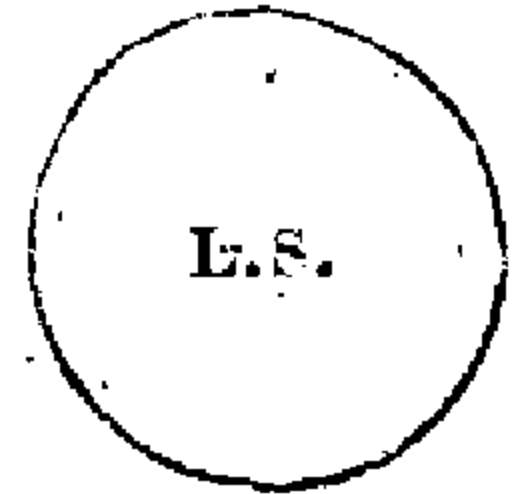
[Ch. clxvi.] *North Killingholme Pier Act, 1912.* [2 & 3 GEO. 5.]

A.D. 1912. Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland have hereunto set their hands and seals the day and year first before written.

The common seal of the Yorkshire Boring Company Limited was hereunto affixed in the presence of

ARCHIBALD GROVE }  
NOEL P. W. BRADY } Directors.

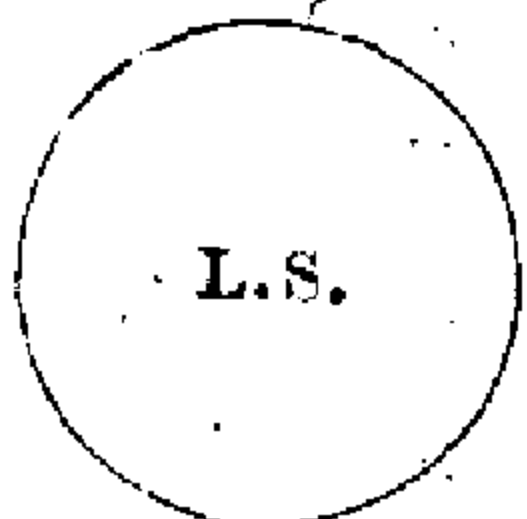
E. G. BRUNKER Secretary.



The common seal of the Yorkshire Transport Company Limited was hereunto affixed in the presence of

ARCHIBALD GROVE }  
H. PIKE PEASE } Directors.

E. G. BRUNKER Secretary.

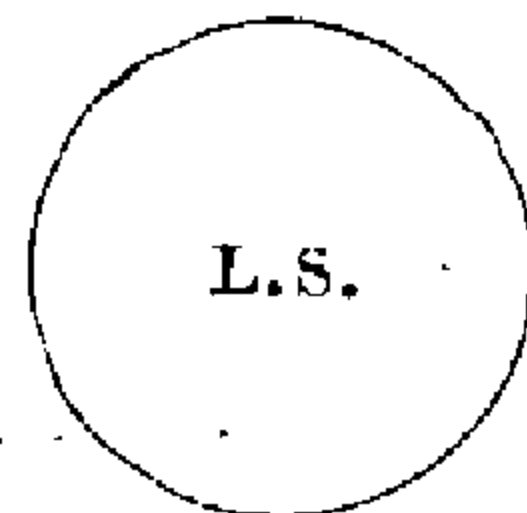


Signed sealed and delivered by Capt.

W. C. Pakenham C.B. R.N. one of the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland in the presence of

W. A. DYE  
Admiralty Clerk.

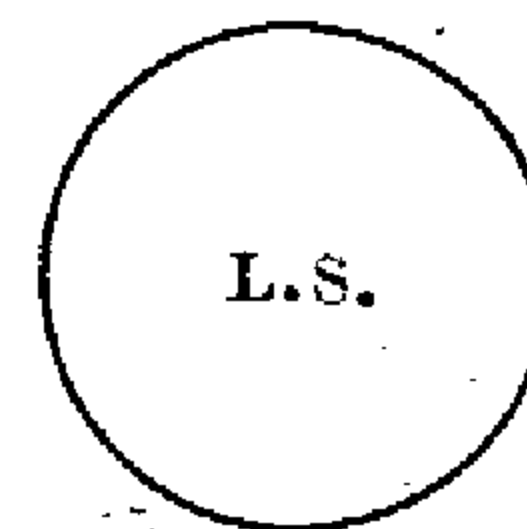
W. C. PAKENHAM



Signed sealed and delivered by Rt. Hon. G. Lambert M.P. one of the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland in the presence of

C. R. BRIGSTOKE  
Admiralty Clerk.

GEORGE LAMBERT



THIRD SCHEDULE.

A.D. 1912.

AN AGREEMENT made this seventh day of November one thousand nine hundred and twelve between the COMMISSIONERS FOR EXECUTING THE OFFICE OF LORD HIGH ADMIRAL OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND (herein-after called "the Admiralty") of the one part and the YORKSHIRE TRANSPORT COMPANY Limited (herein-after called "the Company") of the other part.

WHEREAS by the North Killingholme Pier Bill the Company seek power (inter alia) to construct the pier and works therein described situate in the parish of North Killingholme in the rural district of Glanford Brigg and on the foreshore and bed of the River Humber:

And whereas owing to naval requirements it may become necessary for the Admiralty in the exercise of their office so to curtail the operation of the Company's undertaking as to render it permanently impossible for the same to be successfully worked:

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

1. If in the exercise of their office as aforesaid the Admiralty should so prejudice the undertaking of the Company that it becomes impossible for the same being then carried on to be successfully continued the Admiralty will pay to the Company such sum not exceeding forty thousand pounds as shall be equal to the moneys actually expended by the Company in the acquisition of lands and in the construction of the said pier and the works connected therewith less a reasonable allowance for depreciation and the Company shall immediately upon the completion of their said works, furnish to the Admiralty a statement showing the amount of moneys expended by them thereon and shall vouch and establish such statement to the satisfaction of the Admiralty.

2. It is distinctly understood and agreed that such compensation as aforesaid shall only become payable if the continued operation or carrying on of the Company's undertaking shall be permanently curtailed by the Admiralty to the extent and by the exercise of such

A.D. 1912. office as aforesaid and that in the event of any temporary curtailment of the said undertaking caused by war or other naval requirements or by any other cause whatsoever no compensation shall be payable by the Admiralty to the Company.

3. Should any question arise as to whether the said undertaking has been so curtailed or prejudiced by the Admiralty as to involve payment of compensation or as to the amount of such compensation or as to the date of completion of the said works the items to be included therein or the amount expended by the Company thereon such question or questions shall be referred to the sole determination of the Director of Works of the Navy for the time being (hereinafter called "the Director of Works") and his decision shall be binding upon the parties hereto and no further submission than is contained in this clause shall be necessary.

4. Should it be decided by the Director of Works that compensation is payable to the Company then upon payment of the amount fixed by him to the Company by the Admiralty the Company will transfer to the Admiralty the lands and the pier and the works connected therewith free from all debts and liabilities of the Company in respect thereof as at the date of transfer and on the completion of such transfer the Admiralty will as far as they lawfully can free and relieve the Company from the further fulfilment of any obligations in respect of the works so transferred imposed upon them by the provisions of the said Bill as passed into law and from any claims against the Company which may arise thereunder or in respect of any easement over lands acquired by them from the Humber Conservancy for the purposes of the said pier so transferred to the Admiralty in so far as such obligations and claims arise in respect of anything done or suffered subsequent to the date of the said transfer.

5. The Company on the completion of the said transfer may and will forthwith at their own expense remove from the pier and the works connected therewith all plant machinery cranes hoists equipment and appliances thereon belonging to the Company and not taken into account in the calculation of the moneys expended by the Company to be made under clause 1 hereof.

6. This agreement is subject to such alterations as Parliament may think fit to make therein Provided that if any material alteration shall be made it shall be competent for either party to withdraw from the agreement.

In witness whereof the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland have hereunto set their hands and seals and the Yorkshire



[2 & 3 GEO. 5.] *North Killingholme Pier Act, 1912.* [Ch. clxvi.]

Transport Company Limited have caused their common seal to be hereunto affixed the day and year first before written. A.D. 1912.

Signed sealed and delivered by Capt.  
W. C. Pakenham C.B. R.N. one of  
the Commissioners for executing  
the Office of Lord High Admiral  
of the United Kingdom of Great  
Britain and Ireland in the pre-  
sence of

W. C. PAKENHAM

L.S.

W. A. DYE  
Admiralty Clerk.

Signed sealed and delivered by Rt.  
Hon. G. Lambert M.P. one of  
the Commissioners for executing  
the Office of Lord High Admiral  
of the United Kingdom of Great  
Britain and Ireland in the pre-  
sence of

GEORGE LAMBERT

L.S.

C. R. BRIGSTOKE  
Admiralty Clerk.

The common seal of the Yorkshire  
Transport Company Limited was  
hereunto affixed in the presence  
of

ARCHIBALD GROVE }  
H. PIKE PEASE } Directors.  
E. G. BRUNKER Secretary.

L.S.

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or from the Agencies in the British Colonies and Dependencies,  
the United States of America, the Continent of Europe and Abroad of  
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