



## CHAPTER xx.

An Act to authorise the Humber Commercial Railway and Dock Company to make embankments in the River Humber at the entrance to Immingham Dock and for other purposes.

A.D. 1913.

[4th July 1913.]

**W**HEREAS the Humber Commercial Railway and Dock Company (hereinafter referred to as "the Company") have under the authority of the Humber Commercial Railway and Dock Act 1904 (in this Act referred to as "the Act of 1904") constructed a dock at Immingham on the southern bank of the River Humber with an entrance from the said river flanked by jetties projecting into the River Humber:

And whereas it is expedient that the Company should be authorised to make and maintain the embankments hereinafter described at the said dock entrance:

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

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

[Ch. xx.] *Humber Commercial Railway and Dock Act, 1913.* [3 & 4 GEO. 5.]

A.D. 1913. Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title. 1. This Act may be cited as the Humber Commercial Railway and Dock Act 1913.

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

The Lands Clauses Acts and sections 6 to 10 of the Harbours Docks and Piers Clauses Act 1847 with respect to the construction of a harbour dock or pier.

Interpre-  
tation. 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 expression "the Company" means the Humber Commercial Railway and Dock Company;

The expression "high-water mark" means high-water mark ordinary spring tides Admiralty datum;

The expression "the conservancy board" means the Humber Conservancy Board.

Company  
may make  
embank-  
ments in  
River Hum-  
ber. 4. Subject to the provisions of this Act the Company may make and maintain the following works in the county of Lincoln (Parts of Lindsey) in the parish of Immingham in the rural district of Grimsby in the bed of the River Humber (that is to say):—

An Embankment (No. 1) commencing at or near high-water mark of ordinary spring tides 2·20 chains or thereabouts measured in a north-westerly direction from the heel post of the outer gate on the west side of the entrance to Immingham Dock and terminating on the foreshore at or near low-water mark of ordinary spring tides at a point 18·30 chains or thereabouts measured in a north-westerly direction from the heel post of the outer gate as aforesaid:

An Embankment (No. 2) commencing at a point at or near high-water mark of ordinary spring tides 2·20 chains or thereabouts measured in an easterly direction from the

heel post of the outer gate on the east side of the entrance to Immingham Dock and terminating on the foreshore at or near low-water mark of ordinary spring tides at a point 22 chains or thereabouts measured in an easterly direction from the heel post of the outer gate aforesaid: A.D. 1913.

Together with all convenient foundations piles groynes dams stages beacons buoys lights mooring posts approaches and appliances and they 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 thereof.

5. The Company in the execution of the works by this Act authorised may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon and vertically from the levels shown on the deposited sections to any extent not exceeding ten feet. 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. Powers of deviation.

6. Subject to the provisions of this Act and for the purposes of this Act the Company may excavate and dredge the foreshore and bed of the River Humber and may move and replace therein or remove therefrom appropriate and dispose of as occasion may require mud sand earth stones and other materials. Provided that in exercising the powers of this section the Company shall be subject in all respects to the provisions of sections 4 and 5 of the Act of 1904. Power to dredge &c.

7. 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.

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

9. Every person who wilfully obstructs any person acting under the authority of the Company in setting out the lines of the embankments by this Act authorised or works connected Penalty for obstructing works.

[Ch. xx.] *Humber Commercial Railway and* [3 & 4 GEO. 5.]  
*Dock Act, 1913.*

A.D. 1913. therewith or who pulls up or removes any poles or stakes driven into the ground for the purpose of setting out the lines of the said embankments or works shall for every such offence be liable to a penalty not exceeding five pounds.

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

**10.**—(1) 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 by the Board of Trade in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade. Any alteration or extension of any such works shall be subject to the like approval.

(2) If any such work be commenced or completed contrary to the provisions of this section the Board of Trade 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.

Survey of works by Board of Trade.

**11.** If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company under the powers of this Act 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.

Abatement of work abandoned or decayed.

**12.** If any 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 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.

Provision against danger to navigation.

**13.** In case of injury to or destruction or decay of the works authorised by this Act 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 ten 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.

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**14.** The Company may apply to the purposes of this Act to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares or mortgage or debenture stock and which may not be required for the purposes for which the same were respectively authorised to be raised.

Power to  
apply funds  
to purposes  
of Act.

**15.** The works by this Act authorised shall form part of the undertaking of the Company and when completed shall be included in the lease of the undertaking of the Company to the Great Central Railway Company and the cost thereof shall for the purposes of determining the rent payable by the Great Central Railway Company for the lease of the Company's undertaking be included in the estimate of capital expenditure of the Company in carrying into effect the Humber Commercial Railway and Dock Acts 1901 1904 and 1908 and section 87 (Amending agreement for lease of Humber Dock) of the Great Central Railway (Various Powers) Act 1909 shall be read and have effect accordingly.

Works to be  
included in  
lease of  
undertaking  
to Great  
Central Rail-  
way Com-  
pany and  
cost to be  
reckoned for  
purposes of  
rent.

**16.** 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):—

For pro-  
tection of  
Conservancy  
Board.

(1) 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 agreed:

(2) Before commencing the construction of any of the works by this Act authorised plans and sections showing the general mode of construction thereof shall be furnished by the Company to the secretary to the conservancy board and the approval of the conservancy

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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 same and the works shall be executed to the reasonable satisfaction of an engineer to be appointed by the conservancy board:

- (3) 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:
- (4) The Company shall not in the execution of the works by this Act authorised so far as the same are below high-water mark deviate either laterally or vertically from the lines thereof shown on the deposited plans and sections without the consent of the conservancy board or in case of difference of an arbitrator to be appointed as hereinafter provided:
- (5) 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:
- (6) The provisions of the section of this Act whereof the marginal note is "Survey of works by Board of Trade" 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 any expenses incurred by the conservancy board in pursuance of the said section shall be a debt due to them and be recoverable summarily:
- (7) The Company and the conservancy board may agree in writing for any variation or alteration in the provisions of this section:
- (8) 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: A.D. 1913.

- (9) 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.

17.—(1) If at any time within five years from the commencement of the works by this Act authorised and in consequence of the construction or execution of any of such works any accumulation of silt or other material shall be created in the Humber in the vicinity of or contiguous to the said works and within a distance of one mile from the centre of the dock entrance measured up stream which shall in the opinion of the Admiralty or the conservancy board cause or be likely to cause an impediment to the free navigation of the Humber or the access to Admiralty property at North Killingholme the Company shall at the request of the Admiralty or the conservancy board execute and carry out such dredging or other remedial works as may be necessary to remove the same. All such dredging or other remedial works shall be carried out under the superintendence of and to the reasonable satisfaction of the Admiralty or the conservancy board:

For protection of Admiralty and conservancy board.

Provided that in the event of the said works not being completed within two years from the date of their commencement a period of not less than three years shall be allowed from the date of final completion of the works during which the provisions of this section shall remain in force.

(2) If any such accumulations should arise within the said periods of five or three years, respectively and be removed in accordance with the provisions of this section then any recurrence of such accumulations shall be deemed to have arisen or to have been occasioned by reason of the construction of the

A.D. 1913. said works and such accumulations shall from time to time be removed as aforesaid:

Provided however that if during any continuous period of three years no such recurrence shall in the opinion of the Admiralty or the conservancy board be considered to have occurred then the liability of the Company under this section shall be deemed to have ceased.

(3) To enable the Admiralty the conservancy board and the Company to determine the effects (if any) of the construction of the said works a survey shall be made prior to the commencement of the works and thereafter annually by the conservator of the Humber for the time being at the expense of the conservancy board showing the exact condition of the river within the limits defined by this section and a chart recording the result of such survey shall be made and signed in quadruple by the conservator of the Humber and deposited with the Company the Board of Trade the Admiralty and the conservancy board respectively.

(4) If after the expiration of two months from the receipt of notice in writing from the Admiralty or the conservancy board the Company refuse or fail to execute and carry out such dredging or other remedial works as aforesaid the Admiralty or the conservancy board may themselves cause the work to be done and may recover from the Company the cost thereof.

(5) Instead of carrying out the dredging or other remedial works in this section referred to it shall be at the option of the Company to abandon and entirely remove the works by this Act authorised but in the event of this option being exercised it shall be an obligation on the Company to restore the river so far as necessary to its present condition to the reasonable satisfaction of the Admiralty or the conservancy board.

(6) If and when the Company shall have constructed along the foreshore belonging to them in the direction of Killingholme a wall or embankment or walls or embankments in extension of the works of the Company at Immingham of such length and dimensions as will in the opinion of the Admiralty and the conservancy board effect a satisfactory training of that part of the Humber and any accumulation as aforesaid shall have been previously removed then all future liability to execute and carry out dredging or other remedial works under this section shall cease.



(7) In the event of any question or difference arising between the Admiralty and the Company or between the conservancy board and the Company or between the Admiralty and the conservancy board on the one hand and the Company on the other hand under the provisions of this section or as to the necessity for any such dredging or other remedial works or as to the requisite length and dimensions of the aforesaid walls or embankments any such question or difference shall be referred to an independent engineer or other fit and independent person to be appointed as arbitrator by the Company and the Admiralty or the conservancy board as the case may be or failing agreement by the Board of Trade on the application of the Company or the Admiralty or the conservancy board.

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

Saving for Trinity House Deptford Strond.

19. 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 the Board are hereby respectively authorised to give).

Crown rights.

20. So much of the works authorised by this Act and of the Jetties Nos. 1 and 2 authorised by the Act of 1904 as is made and constructed beyond the present limits of any civil parish shall be included for all purposes in the parish of Immingham.

Works and existing jetties to be included in parish of Immingham.

21. 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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