CHAPTER lxxxiv.

An Act to empower the mayor aldermen and burgesses of the county borough of Grimsby to construct a dock and other works adjoining the existing docks at Grimsby to confer further powers upon the Corporation in regard to financial matters and for other purposes. A.D. 1929.

[10th May 1929.]

WHEREAS the borough of Grimsby in the county of Lincoln (hereinafter called "the borough") is a county borough under the government of the mayor aldermen and burgesses of the borough (hereinafter called "the Corporation") acting by the council:

And whereas the London and North Eastern Railway Company (hereinafter called "the Company") own and work certain existing docks in the borough in connection with their railway undertaking:

And whereas the prosperity of the borough is largely dependent upon the facilities afforded by the port of Grimsby to vessels engaged in the fishing industry and to other vessels:

And whereas in order to provide increased accommodation for such vessels it is expedient that the Corporation should be authorised to construct the dock and other works in this Act described or referred to:

And whereas it is expedient that the Corporation should be authorised to reclaim foreshore lands and other property as by this Act provided:

[*Price 2s. Net.*]

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And whereas it is expedient that the powers in this Act contained should be conferred on the Corporation for the management and regulation of their dock undertaking :

And whereas it is expedient that the Corporation and the Company should be authorised to enter into and carry into effect agreements for and in relation to the construction of the works authorised by this Act and for and in relation to the leasing working using managing and maintaining of the dock undertaking of the Corporation and that such provisions should be enacted as are in this Act contained with respect to the transfer to and vesting of the same in the Company to the intent that during the continuance of any lease and upon such transfer and vesting the dock works by this Act authorised should be operated with the existing docks of the Company at Grimsby as one undertaking :

And whereas it is expedient that further borrowing powers for the purposes of this Act and for the other purposes hereinafter referred to should be conferred upon the Corporation :

And whereas it is expedient that the other provisions contained in this Act should be enacted :

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

And whereas estimates have been prepared by the Corporation for the purposes hereinafter mentioned and such estimates are as follows :—

	£
For the purchase of land - - -	30,000
For the construction of the river wall or embankment (Work No. 1) authorised by this Act - - -	89,710
For the construction of the dock (Work No. 2) and the entrance channel (Work No. 2A) authorised by this Act and the works and conveniences in connection therewith - - -	958,400
For the erection of buildings in connection with the said dock - -	4,200
For machinery and plant in connection with the said dock - - -	79,965

	£
For the construction of sidings - -	93,240
For the construction of the piers (Works Nos. 3 and 4) authorised by this Act	23,885
For the construction of the sewer or sewers and outfall channel (Work No. 5) authorised by this Act - -	96,600
For the construction of the road (Work No. 6) authorised by this Act - -	42,000

And whereas the several works included in such estimates are permanent works and it is expedient that the cost thereof should be spread over a term of years :

And whereas in relation to the promotion of the Bill for this Act the requirements of the Borough Funds Acts 1872 and 1903 have been observed :

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

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 :—

Short title.

1. This Act may be cited as the Grimsby Corporation (Dock &c.) Act 1929.

Incorporation of Acts.

2. The following Acts and parts of Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are hereby incorporated with this Act and for the purposes of such incorporated Acts this Act shall be deemed to be the special Act within the meaning of any such Acts and "the promoters of the undertaking" "the undertakers" "the company" or "the commissioners" where used

A.D. 1929. in those Acts shall mean the Corporation (that is to say):—

(1) The Lands Clauses Acts with the following exception and modification:—

(*a*) Section 127 of the Lands Clauses Consolidation Act 1845 (relating to the sale of superfluous lands) is not incorporated with this Act;

(*b*) The bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the corporate seal of the Corporation and shall be sufficient without the addition of the sureties mentioned in that section:

(2) The clauses and provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and also section 16 (Works to be executed) of that Act:

Provided that the words "the railway" and "the centre of the railway" wherever used in sections 30 to 44 inclusive of the Railways Clauses Consolidation Act 1845 and in the said section 16 shall be deemed to include the works as hereinafter defined and "the prescribed limits" for the purposes of section 30 shall be four hundred yards and for the purposes of section 32 four hundred yards:

(3) The Harbours Docks and Piers Clauses Act 1847 except sections 16 to 19 (unless the Corporation shall be required by the Board of Trade to provide and maintain a lifeboat and a tide gauge and barometer) and except section 26 of that Act:

Provided that—

(i) the following expressions used in the said Harbours Docks and Piers Clauses Act 1847 shall 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

"Statutory security" means any security in which trustees are for the time being by or under any Act of Parliament passed or to be passed authorised to invest trust money and any mortgage bond debenture debenture stock stock or other security authorised by or under any Act of Parliament passed or to be passed of any county council or municipal corporation or other local authority as defined by section 34 of the Local Loans Act 1875 but does not include annuities rentcharges or securities transferable by delivery or any securities of the Corporation;

"Statutory borrowing power" means any power whether or not coupled with a duty of—

(*a*) borrowing or continuing on loan or re-borrowing money; or

(*b*) redeeming or paying off or creating or continuing payment of or in respect of any annuity rentcharge rent or other security representing or granted in lieu of consideration money

for the time being existing under any Act of Parliament public or local passed or to be passed or under any Provisional Order confirmed by Act of Parliament passed or to be passed or under any order or sanction of any Government department made or given or to be made or given by authority of any Act of Parliament passed or to be passed;

"Revenues of the Corporation" includes the revenues of the Corporation from time to time arising from any land or undertaking or other property for the time being of the Corporation and the rates or contributions leviable by or on the order or precept of the Corporation;

"The Public Health Acts" means the Public Health Act 1875 and the Acts amending and extending the same.

Power to execute works.

4. Subject to the provisions of this Act the Corporation may make and maintain in the lines or situation and according to the levels shown on the deposited plans and sections the works hereinafter described.

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The works hereinbefore referred to and authorised by this Act will be situated in the Parts of Lindsey in the county of Lincoln and are as follows :—

In the borough and in the urban district of Cleethorpes or on the bed of the river Humber adjacent thereto—

Work No. 1 A river wall or embankment commencing at a point four chains or thereabouts measured in an easterly direction from the northern end of the eastern side of the existing eastern lock entrance to the No. 1 fish dock at Grimsby (which side is hereinafter in this section referred to as " the lock side ") and six chains or thereabouts measured in a north-easterly direction from the southern end of the lock side (which point is hereinafter in this section referred to as " the commencement of Work No. 1 ") and terminating at a point in the northern fence of the Grimsby-Cleethorpes Railway of the Company two chains or thereabouts measured in an easterly direction along the said fence from the centre of Fuller Street Footbridge.

In the borough or on the bed of the river Humber adjacent thereto—

Work No. 2 A dock with lock entrance from the river Humber ;

The lock entrance will commence at a point three chains or thereabouts measured in an easterly direction from the northern end of the lock side and terminate at a point three chains or thereabouts measured in a southerly direction from such point of commencement ;

The said dock will extend in a south-easterly direction for a distance of thirty-five chains or thereabouts from the point of termination of the lock entrance hereinbefore described and have a maximum width of twenty chains or thereabouts and be comprised within an area bounded by the said lock entrance a line drawn in a south-easterly direction along the course of the

river wall or embankment (Work No. 1) hereinbefore described for a distance of thirty-seven chains or thereabouts from the commencement of Work No. 1 a line drawn in a north-easterly and south-westerly direction through a point thirty-six chains or thereabouts measured in a south-easterly direction from the commencement of Work No. 1 a line drawn in a southerly direction from a point on the eastern coping of the said No. 1 fish dock distant four chains or thereabouts measured in a northerly direction from the entrance to the existing No. 3 graving dock of the Company at Grimsby along the said coping and prolonged and a line drawn along the face of the jetty known as Campbell's Jetty;

Work No. 2A An entrance channel leading to the lock entrance hereinbefore described commencing at or near the commencement of Work No. 1 and extending for a distance of eight chains or thereabouts parallel to the pier (Work No. 4) hereinafter described and thence in a north-easterly direction into the river Humber for a distance of seventeen chains or thereabouts;

Work No. 3 A pier commencing at a point on the existing pier on the eastern side of the eastern entrance to the said No. 1 fish dock four chains or thereabouts measured in a north-easterly direction from the northern end of the lock side and terminating at a point three chains or thereabouts measured in a southerly direction from such point of commencement and two chains or thereabouts measured in a westerly direction from the commencement of Work No. 1;

Work No. 4 A pier commencing at a point at or near the commencement of Work No. 1 and terminating at a point eight chains or thereabouts measured in a north-easterly direction from such point of commencement and eleven chains or thereabouts measured in a north-easterly direction from the northern end of the lock side;

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Work No. 5 A sewer or sewers and outfall channel commencing at the sluice gates on the existing outfall sewer at a point one chain or thereabouts measured in a southerly direction from the southern extremity of the said No. 3 graving dock and terminating at a point in the river Humber forty-eight chains or thereabouts measured in a northerly direction from the eastern end of the northern platform of the New Clee station of the Company;

Work No. 6 A road commencing in Humber Street at a point two chains or thereabouts measured along the centre of that street from the northern end thereof passing thence over and across the said Grimsby-Cleethorpes Railway to and terminating at a point eight chains or thereabouts measured in a northerly direction from the western end of the northern platform of the said New Clee station;

together with all necessary and proper cuts channels locks piles fenders booms dolphins moorings mooring-posts buoys beacons pontoons caissons staging cofferdams graving-docks embankments piers abutments jetties groynes walls quays wharves shipping-places landing-places slipways staiths stairs stages stations sidings rails junctions turntables signals bridges approaches roads gates wells pipes sewers drains culverts sluices and any other apparatus works and conveniences connected therewith or incidental thereto.

As to Works Nos. 3 and 4.

5. Works Nos. 3 and 4 by this Act authorised shall be constructed of open pile work throughout their length between ground level or the surface of the slope of Work No. 1 by this Act authorised as the case may be and high-water mark.

As to Work No. 5.

6. The following provisions with respect to the sewer or sewers and outfall channel (Work No. 5) by this Act authorised shall (unless otherwise agreed upon in writing between the Corporation and the Cleethorpes Urban District Council with the approval of the Board of Trade and the conservancy board) apply and have effect (that is to say) :—

Before discontinuing the use of the existing sewer outfall channel shown on the deposited plans

the Post Office Act 1908 and the expression "Post Office bag of letters" means a mail bag as defined by the same Act;

(ii) nothing in the said 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 live stock or goods for hire.

Interpretation.

3. Subject to the provisions of this Act and unless the subject or context otherwise requires the several words and expressions to which by the Acts wholly or partially incorporated with this Act or by the Public Health Acts meanings are assigned shall in this Act have the same respective meanings And in this Act—

"The borough" means the county borough of Grimsby;

"The council" means the town council of the borough;

"The Corporation" means the mayor aldermen and burgesses of the borough acting by the council;

"The town clerk" means the town clerk of the borough and includes any person duly appointed by the Corporation to discharge temporarily the duties of such officer;

"The general rate fund" and "the general rate" mean respectively the general rate fund and the general rate of the borough or until the date when the first new valuation list made under Part II. of the Rating and Valuation Act 1925 comes into force in the borough the borough fund and the consolidated rate of the borough;

"The deposited plans" "the deposited sections" and "the deposited book of reference" mean respectively the plans sections and book of reference deposited with the clerk of the peace for the Parts of Lindsey in the county of Lincoln in relation to the Bill for this Act;

"The dock works" means and includes Works Nos. 1 2 2A 3 4 and 6 by this Act authorised and the lands buildings erections works conveniences plant machinery appliances and facilities acquired constructed or provided by the

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Corporation for the purposes of or in connection with the said works;

"The works" means the works by this Act authorised;

"Vessel" includes ship lighter keel barge boat wherry raft and craft of every class or description however propelled and seaplanes hydroplanes and similar craft;

"Goods" includes all animals wares merchandise commodities and articles of every description;

"The dock undertaking" means and includes the dock works and the undertaking authorised to be carried on by the Corporation upon or in connection with the dock works;

"The Company" means the London and North Eastern Railway Company;

"The scheduled agreement" means the agreement dated the first day of May one thousand nine hundred and twenty-nine and made between the Corporation of the one part and the Company of the other part set forth in the Second Schedule to this Act;

"The conservancy board" means the Humber Conservancy Board;

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

"The electricity undertaking" "the tramway undertaking" "the trolley vehicle undertaking" "the omnibus undertaking" and "the markets undertaking" mean respectively the electricity undertaking the tramway undertaking the trolley vehicle undertaking the omnibus undertaking and the markets undertaking of the Corporation as for the time being authorised;

"The Lands Clauses Acts" means the Lands Clauses Acts as varied by the Acquisition of Land (Assessment of Compensation) Act 1919;

"The tribunal" means the tribunal or other authority to whom any question of disputed purchase money or compensation under this Act is referred in pursuance of the Acquisition of Land (Assessment of Compensation) Act 1919;

on the site of the dock (Work No. 2) by this Act authorised the Corporation shall construct the whole of the said Work No. 5 and in the construction of the said Work No. 5 so much thereof as will be situate riverward of the river wall or embankment (Work No. 1) by this Act authorised shall notwithstanding anything in this Act contained or shown on the deposited plans and sections be constructed in accordance with the plan and section signed in duplicate by John Wells Wainwright Hopkins the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred of which plan and section one copy has been deposited in the Office of the Clerk of the Parliaments in the House of Lords and one copy in the Committee and Private Bill Office of the House of Commons.

Power to use waters of Humber.

7. Subject to the provisions of this Act the Corporation may take and divert into and use for the purposes of Works Nos. 2 and 2A authorised by this Act the waters of the river Humber.

Power to dredge.

8. Subject to the provisions of the section of this Act whereof the marginal note is "For protection of conservancy board" the Corporation 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 works and may appropriate use and dispose as they think fit of any materials removed in the course of 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 the conservancy board.

Reclamation of lands.

9. Subject to the provisions of this Act the Corporation may by means of the river wall or embankment (Work No. 1) by this Act authorised enclose and reclaim from the river Humber such part of the bed foreshore and banks of the said river as is situated on the landward side of the said work.

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Deviation.

10. In the execution of any of the works shown on the deposited plans or any part of such work the Corporation may deviate laterally from the lines or situation 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 fifteen feet upwards or downwards 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 Provided further that no lateral deviation of Work No. 1 to the northward below high-water mark and of Works Nos. 3 and 4 shall be made without the consent in writing of the conservancy board.

Penalty for obstructing works.

11. Every person who wilfully obstructs any person acting under the authority of the Corporation in setting out the line of any of the works or who pulls up or removes any poles or stakes driven into the ground for the purpose of setting out the line of any of the works shall for every such offence be liable on summary conviction to a penalty not exceeding five pounds.

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

12.—(1) Subject to the provisions of this Act any work authorised by this Act shall only be constructed so far as the same shall be on under or over tidal waters or tidal lands below high-water mark in accordance with plans and sections approved by the Board of Trade under the hand of one of the secretaries or assistant secretaries of the Board of Trade and subject to such restrictions and regulations as the said Board may prescribe before such work is begun.

(2) Any alteration or extension of any such work shall be subject to the like approval.

(3) 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 Corporation and the amount of such cost shall be a debt due from the Corporation to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

Lights on works during construction.

13.—(1) The Corporation shall at or near such part of the works as shall be below high-water mark during the whole time of the construction alteration or extension

of the same exhibit and keep burning 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 after consultation with the conservancy board shall from time to time require or approve.

(2) If the Corporation fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Permanent lights on works.

14.—(1) After the completion of the works the Corporation shall at the outer extremity of those works below high-water mark exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the conservancy board being the local lighthouse authority with the sanction of the Corporation of Trinity House Deptford Strond as the general lighthouse authority shall from time to time direct.

(2) If the Corporation fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Survey of works by Board of Trade.

15. 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 Corporation under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark or of the site upon which it is proposed to construct any such work the Corporation shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Corporation to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

Provisions against danger to navigation.

16.—(1) In case of injury to or destruction or decay of the works or any part thereof so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark the

A.D. 1929. Corporation 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.

(2) If the Corporation fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty not exceeding one pound for every day during which they omit after conviction thereof so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Abatement of work abandoned or decayed.

17.—(1) Where any work constructed by the Corporation under the powers of this Act and situate wholly or partially on under or over the shore or bed of the sea or of any creek bay arm of the sea or navigable river communicating therewith below high-water mark is abandoned or suffered to fall into decay the Board of Trade may by notice in writing either require the Corporation at their own expense to repair and restore such part of such work as is situate below high-water mark or any portion thereof or require them to abate or remove the same and restore the site thereof to its former condition to such an extent and within such limits as the Board of Trade may think proper.

(2) Where any part of any such work which has been abandoned or suffered to fall into decay is situate above high-water mark and is in such condition as to interfere or to cause reasonable apprehension that the same may interfere with the right of navigation or other public rights over the foreshore the Board of Trade may include any such part of such work or any portion thereof in any notice under this section.

(3) If during the period of thirty days from the date when the notice is served upon the Corporation they have failed to comply with such notice the Board of Trade may execute the works required to be done by the notice at the expense of the Corporation and the amount of such expense shall be a debt due from the Corporation to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

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Power to stop up foot passage.

18. The Corporation may stop up the foot passage or footpath leading from Stirling Street to Humber Street in the borough and thereupon all rights of way over the said foot passage or footpath shall be extinguished.

Temporary stoppage of streets.

19.—(1) The Corporation during the execution of the powers of this Act may break up and also temporarily stop up divert and interfere with any street for the purpose of executing such powers and may for any reasonable time divert the traffic therefrom and prevent all persons other than those bona fide going to or returning from any land or premises in the street from passing along and using the same.

(2) The Corporation shall provide reasonable access for foot passengers bona fide going to or returning from any such land or premises and for vehicular and pedestrian traffic to or from any dock premises railway station or depôt of the Company.

Power to alter sewers pipes &c.

20. The Corporation may in connection with and for the purposes of constructing the works divert alter stop up or remove all such waterways sewers drains bridges culverts aqueducts pipes posts and wires within the limits of deviation shown on the deposited plans as it may be necessary or convenient to divert alter stop up or remove Provided always that in the exercise of the powers of this section the Corporation shall do as little damage as may be and shall make full satisfaction to the owners of any such waterway sewer drain bridge culvert aqueduct pipe post or wire for all damage by them sustained by reason of the exercise of such powers Provided also that the Corporation shall not divert alter remove or otherwise interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except under and subject to the provisions of the Telegraph Act 1878.

Power to alter steps areas pipes &c.

21. Within the limits of deviation shown on the deposited plans the Corporation may raise sink or otherwise alter the position of any of the steps areas cellars windows and pipes or spouts belonging to any house or building and may remove all other obstructions so that the same be done with as little delay and inconvenience to the inhabitants as the circumstances of the case will admit and the provisions of section 308

A.D. 1929. (Compensation in case of damage by local authority) of the Public Health Act 1875 shall apply as if the acts done under the authority of this section were done in exercise of the powers of that Act.

Subsidiary works conveniences and services in connection with dock.

22. The Corporation may provide erect fit up and equip on any lands for the time being belonging to the Corporation warehouses depôts buildings sheds yards walls fences gantries coal and other tips lifts hoists drops cranes elevators engines wagons conveyors machinery meters weighing machines electric and other apparatus telegraphic and telephonic works and other works erections conveniences appliances and facilities for the reception security accommodation transit passage measuring weighing and interchange of goods and other traffic and for the more convenient use of the works and may hold work and use and let or otherwise dispose of and make and recover such reasonable charges for the use of the same and for any services performed by the Corporation as they may from time to time determine and the Corporation may enter into and fulfil contracts and agreements for or in relation to the exercise of any of such powers:

Provided that in respect of coal shipped directly into fishing vessels from any coal hoists or drops provided in connection with the works the tipping and wharfage charges shall not exceed those which if the section of this Act of which the marginal note is "Increase of certain rates at existing docks of Company" had not been enacted would for the time being have been authorised to be taken by the Company at their existing docks at Grimsby with the addition thereto of twopence per ton.

Power to take lands.

23. Subject to the provisions of this Act the Corporation may enter on take and use for and in connection with the construction of the works or for other the purposes of this Act such of the lands delineated on the deposited plans and described in the deposited book of reference as the Corporation may require but nothing contained in this Act or shown upon the deposited plans and sections shall authorise the Corporation without the consent of the Company to enter upon take or use any estate right or interest of the Company in any of the lands so delineated.

Period for compulsory purchase of lands.

24. The powers of the Corporation for the compulsory purchase of lands for the purposes of this Act shall cease after the thirty-first day of October one thousand nine hundred and thirty-two.

Persons under disability may grant easements &c.

25. 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 Corporation 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.

Correction of errors in deposited plans and in book of reference.

26. If there be any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Corporation after giving ten days' notice to the owners lessees and occupiers of the land in question may apply to two justices acting for the borough for the correction thereof and if it appear to the justices that the omission mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate shall be deposited with the clerk of the peace for the Parts of Lindsey in the county of Lincoln and a duplicate thereof shall also be deposited with the town clerk and such certificate and duplicate respectively shall be kept by such clerk of the peace and town clerk respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Corporation to take the lands and execute the works in accordance with such certificate.

Compensation in case of recently acquired interest.

27. For the purposes of determining any question of disputed compensation payable in respect of lands taken under the powers of this Act the tribunal shall not award any sum of money for or in respect of any

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improvement alteration or building made or for or in respect of any interest in the land created after the first day of November one thousand nine hundred and twenty-eight if in the opinion of the tribunal the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

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

28.—(1) Whereas in the construction of the works or otherwise in the exercise by the Corporation of the powers of this Act it may happen that portions only of the property numbered on the deposited plans 113 in the borough (in this section referred to as "the said property") will be sufficient for the purposes of the Corporation and that such portions or some other portions less than the whole can be severed from the remainder of the said property without material detriment thereto Therefore the following provisions shall have effect:—

(*a*) The owners of and persons interested in the said property or each or any of them are hereinafter included in the term "the owner";

(*b*) If for twenty-one days after the service of notice to treat in respect of a specified portion of the said property the owner shall fail to notify in writing to the Corporation that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Corporation such portion only without the Corporation being obliged or compellable to purchase the whole the Corporation paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise;

(*c*) If within such twenty-one days the owner shall by notice in writing to the Corporation allege that such portion cannot be so severed the tribunal shall in addition to the other questions required to be determined by it determine whether the portion of the said property specified in the notice to treat can be severed

from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Corporation have compulsory powers of purchase) can be so severed;

(*d*) If the tribunal determine that the portion of the said property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Corporation the portion determined to be so severable without the Corporation being obliged or compellable to purchase the whole the Corporation paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal;

(*e*) If the tribunal determine that the portion of the said property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner;

(*f*) If the tribunal determine that the portion of the said property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not it shall determine that any other portion can be so severed) the Corporation may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice;

(*g*) If the tribunal determine that the portion of the said property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the

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Corporation in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

(2) The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidated Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that the said property or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

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

Power to Corporation to enter upon property for survey and valuation.

29. The Corporation and their surveyors officers and workmen and any person duly authorised in writing under the hand of the town clerk may at all reasonable times upon giving in the first instance twenty-four hours' and subsequently twelve hours' previous notice in writing enter upon and into the lands and buildings by this Act authorised to be taken and used or any of them for the purpose of surveying and valuing the said lands and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and buildings.

Extinction of private rights of way.

30.—(1) All private rights of way over any lands which the Corporation are authorised by this Act to acquire compulsorily shall as from the date of the acquisition of such lands by the Corporation be extinguished.

(2) Provided that the Corporation shall make full compensation to all persons interested in respect of any such rights and such compensation shall be settled in manner provided by law with reference to the taking of lands otherwise than by agreement.

Power to set apart and appropriate berths &c.

31. The Corporation may set apart and appropriate to or for the exclusive use or accommodation of any particular trade person traffic or vessel or class of vessels

any part or parts of the dock works and in addition to the other rates they are authorised to demand and take may for such exclusive appropriation or use demand and take such reasonable charges and make such regulations as they from time to time think fit No person or vessel shall make use of any part or parts of the dock works so set apart or appropriated without the consent of the Corporation under the hand of their dock-master and any person knowingly offending against this enactment shall be liable to a penalty not exceeding twenty pounds and to a further penalty not exceeding ten pounds for every day during any part of which such offence shall continue after notice not to use such part or parts of the dock works and the dock-master may order such person and any such vessel to be removed and the provisions of section 58 of the Harbours Docks and Piers Clauses Act 1847 shall extend and apply mutatis mutandis to and in relation to any such vessel.

Rights of loading and discharging vessels and handling cargo.

32. The Corporation may load and discharge vessels at the dock works and perform all services in respect of shipping unshipping transhipping stowing unstowing landing relanding housing unhousing handling weighing measuring coopering packing cording tying marking numbering labelling lettering sorting lotting tareing filling sewing bagging sampling piling unpiling watching loading unloading trucking untrucking hauling protecting delivering and repairing cargo and may prepare and furnish certificates of weights or contents and may perform any other services with respect to cargo shipped or unshipped or warehoused or deposited at the dock works and the Corporation may provide locomotives trucks plant gear machinery and appliances and labour to effect the purposes aforesaid The Corporation may make reasonable charges for such loading and discharging and for performing any such services.

Limits of dock-master's authority.

33. The prescribed limits for the purposes of the Harbours Docks and Piers Clauses Act 1847 (hereinafter referred to as "the prescribed limits") shall be the dock works and the water area of the river Humber within five hundred yards of any part of the dock works Provided that the jurisdiction of the dock-master over the water area of the river Humber shall not be exercised with reference to vessels other than those going to moored at or departing from the dock works or

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which shall obstruct the entrance or approach to the dock by this Act authorised.

Power to Corporation to make byelaws as to dock works &c.

34. In addition to the byelaws which may be made under the provisions with respect to the byelaws to be made by the undertakers of the Harbours Docks and Piers Clauses Act 1847 incorporated with this Act the Corporation may from time to time make alter and repeal such byelaws as they think fit with reference to all or any of the following purposes (that is to say) :—

The removal of vessels by the dock-master from time to time from any place they may occupy at or in the dock works to any other place;

The management control and regulation of the dock works and of the persons resorting thereto and of goods wares merchandise carts carriages and other vehicles using or passing over or frequenting or resorting to the dock works;

The control and regulation of vessels using or being at or in the dock works;

The control and regulation of the ballasting of vessels at or in the dock works and the discharging removal or disposal of ballast;

Generally any other matters relating to the dock works;

which byelaws may be enforced in the same manner as byelaws made by the Corporation under the Harbours Docks and Piers Clauses Act 1847 and the penalties for any breach or contravention thereof may be enforced by the dock-master and may be recovered by him in any court of competent jurisdiction.

Approval of byelaws.

35. Notwithstanding anything contained in the Harbours Docks and Piers Clauses Act 1847 no byelaw made by the Corporation under the powers of that Act with respect to the dock works or under the powers of the section of this Act of which the marginal note is "Power to Corporation to make byelaws as to dock works &c." shall come into operation until it has received the allowance and confirmation of the Minister of Transport and that allowance and confirmation shall be sufficient for all purposes :

Provided that in the case of any byelaws which the said Minister in consultation with the Board of Trade

shall deem primarily to concern the interests of navigation the provisions of this section shall apply as if the said Board were substituted for the said Minister and the allowance and confirmation of any such byelaws by the said Minister or the Board of Trade respectively shall be sufficient evidence of compliance with the provisions of this section.

Lifebuoys to be kept.

36. The Corporation shall at all times keep at convenient places on the works and in obedience to any requirements which may be made by the Board of Trade lifebuoys and lifelines in good order and fit and ready for use.

Life-saving apparatus may be attached to works.

37. The officers of the coastguard and all other persons for the time being actually employed in connection 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 works 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 said works.

Meters and weighers.

38. The Corporation shall have the appointment of meters and weighers within the dock works.

Rates &c. on vessels.

39. The Corporation may demand levy collect and recover in respect of every vessel using the dock works tolls rates dues and charges not exceeding the tolls rates dues and charges for the time being authorised to be taken by the Company under or in pursuance of the provisions of the Manchester Sheffield and Lincolnshire Railway Act 1849 or any Order made under the Harbours Docks and Piers (Temporary Increase of Charges) Acts 1920 to 1922 and for the time being in force for and in respect of the use for the same purpose of the existing docks of the Company at Grimsby by a vessel of the same class or description with the addition thereto in the case of—

(1) a fishing vessel regularly engaged in fishing in the North Sea and using the port of Grimsby as its home port and permanent or principal base the sum of one-halfpenny per gross registered ton of such vessel;

(2) a fishing vessel engaged in fishing in the North Sea and not using the port of Grimsby as its

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home port and permanent or principal base such reasonable sum (not being less than one halfpenny) per gross registered ton of such vessel as the Corporation think fit;

(3) a fishing vessel regularly engaged in fishing elsewhere than in the North Sea and using the port of Grimsby as its home port and permanent or principal base the sum of threepence per gross registered ton of such vessel;

(4) a fishing vessel engaged in fishing elsewhere than in the North Sea and not using the port of Grimsby as its home port and permanent or principal base such reasonable sum (not being less than threepence) per gross registered ton of such vessel as the Corporation think fit:

Provided always that if and when in any year ending on the thirty-first day of December the aggregate of the gross registered tonnage of fishing vessels in respect of which tolls rates dues or charges shall have been paid whether in respect of the use of the dock works or the existing docks of the Company at Grimsby exceeds by twenty per centum the aggregate of the gross registered tonnage of the fishing vessels in respect of which tolls rates dues or charges were paid for the use in the year ending the thirty-first day of December one thousand nine hundred and twenty-seven of the said existing docks then and thenceforth the addition in the case of fishing vessels within the description in paragraph (3) of this section shall be reduced from threepence to the sum of three half-pence per gross registered ton of such vessel.

Rates &c. on goods and passengers.

40.—(1) The Corporation may demand levy collect and recover—

(*a*) in respect of all goods shipped or unshipped received or delivered within or at the dock works tolls rates dues and charges not exceeding the tolls rates dues and charges for the time being authorised to be taken by the Company in respect of goods of the same class or description shipped or unshipped received or delivered within or at the existing docks of the Company at Grimsby;

(*b*) from every passenger landing from or embarking in any vessel at or in the dock works tolls rates

dues and charges not exceeding the tolls rates dues and charges for the time being authorised to be taken by the Company from passengers landing from or embarking in a vessel at a pier quay or wharf belonging to the Company at Grimsby.

Rates &c. may be levied though works not completed.

41. If it is at any time certified in writing under the hand of an officer to be appointed for the purpose by the Minister of Transport but to be paid for by the Corporation that the dock works have been so far completed as to afford increased accommodation for fishing vessels the Corporation may notwithstanding section 25 of the Harbours Docks and Piers Clauses Act 1847 and although the whole of the dock works have not then been completed demand levy collect and recover the tolls rates dues and charges authorised by this Act or such proportion of all or any of the said tolls rates dues and charges as will in the opinion of the Minister of Transport be commensurate with the increased accommodation afforded.

As to collection &c. of rates &c.

42. The regulations contained in the First Schedule to this Act shall have effect and the tolls rates dues and charges appointed by the Corporation under the sections of this Act of which the marginal notes are respectively "Rates &c. on vessels" and "Rates &c. on goods and passengers" shall be levied collected and received in conformity with the said regulations.

Agreements for payment of rates &c. on special scales.

43. The Corporation may enter into and fulfil agreements with the owners of vessels regularly employed in the landing of fish at the port of Grimsby or vessels trading at stated times or intervals to or from the port of Grimsby or carrying to or from the said port a stated amount of cargo for the payment of any tolls rates dues and charges on special scales lower than those applicable to other vessels:

Provided that any such agreement shall be made on the same terms equally with all owners of vessels where the circumstances under which any such agreement shall have been made are similar.

Power to compound for rates &c.

44. It shall be lawful for the Corporation from time to time to confer vary or extinguish exemptions from and compound for remit or make rebates from any of the tolls rates dues and charges which they are authorised to levy

A.D. 1929. or make by this Act Provided that every such composition remission or rebate shall be made on the same terms equally to all persons in respect of the same description of vessel or the same description of goods where the circumstances under which any such remission or rebate shall have been made are similar.

Charges for services not otherwise provided for.

45. The Corporation may make reasonable charges for all work done services rendered facilities afforded and plant and machinery or appliances provided by them under or in pursuance of this Act and for goods which remain at on or in any part of the dock works for a longer period than shall be allowed by the byelaws or regulations of the Corporation relating to the dock works in so far as such charges are not expressly provided for by this Act.

Power for Corporation to recover rates &c. for goods by sale &c.

46. If default be made in payment to the Corporation of any rent toll rate due or charge with respect to any goods at on or in the dock works the Corporation (first paying the customs duties and inland revenue duties (if any) due and payable thereon) may detain and sell the goods or any sufficient part thereof and after retaining the amount so paid may retain for themselves the rents tolls rates dues and charges so due and payable to them and the expenses of detention and sale rendering on demand the surplus (if any) of the proceeds of sale and such (if any) of the goods as remain unsold to the person appearing to them to be entitled thereto Provided that the Corporation if they do not sell the goods or if the proceeds of the sale thereof be insufficient may recover the amount of the rents tolls rates dues charges and expenses due and payable to them or the balance thereof in any court of competent jurisdiction.

Sale of perishable goods.

47. The Corporation may if they think fit sell any goods of a perishable nature deposited and lodged with them or otherwise in their custody at any time when in their judgment the goods would be materially lessened in value by being retained by them and whether or not they have notice of the non-payment of freight or other charges claimed on the goods or notice to retain the same.

Application of proceeds of sale of

48. When the Corporation so sell any such perishable goods they shall apply the proceeds of the sale so far as they suffice in the first place in payment of the

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customs duties and inland revenue duties (if any) payable in respect of the goods and in the next place in payment of the rents tolls rates dues and charges due and payable to the Corporation in respect thereof and the expenses of the sale rendering on demand the surplus (if any) of the proceeds and the unsold goods (if any) to the person appearing to them to be entitled thereto.

perishable goods.

Power to lease lands wharves warehouses &c.

49. Notwithstanding anything in section 23 of the Harbours Docks and Piers Clauses Act 1847 the Corporation may lease or grant the use or occupation of any lands wharves or warehouses buildings yards cranes machines shipping or other conveniences belonging to them excepting staiths or tips for the shipment of coal for such period or periods at such rents and on such terms and conditions as shall be agreed between the Corporation and the corporations companies or persons taking the same.

Issue of transferable warrants or certificates.

50. The Corporation may if they think fit at the request of any person warehousing or depositing goods in any warehouse or premises of the Corporation or entitled to any goods so warehoused or deposited issue and deliver to him a certificate that such goods have been so warehoused or deposited or a warrant for the delivery of such goods or of any part thereof and such goods or such part thereof shall be specified in such warrant.

Effect of certificate or warrant.

51. Every such certificate or warrant shall be deemed to be a document of title to the goods specified therein and shall be transferable by endorsement and any holder of such certificate or warrant whether the person named therein or the endorsee or if more than one the last endorsee thereof shall have the same right to the possession and property of such goods as if they were deposited in his own warehouse.

Certificate or warrant to state effect of preceding enactment.

52. Every such certificate or warrant shall state on the face thereof the effect of the last preceding section and that it is issued under the powers of this Act.

Goods not to be delivered until delivery and cancellation of certificate.

53. No goods specified in any certificate or warrant shall be delivered by the Corporation except upon delivery to and cancellation by the Corporation or their officer authorised in that behalf of such certificate or warrant and then such goods shall be delivered only to the person named in the warrant or if the same be endorsed to the last endorsee thereof.

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Warrant not to be issued till certificate given up.

54. No warrant for delivery of any goods shall be issued or delivered by the Corporation except upon delivery to and cancellation by them of the certificate (if any) issued in respect of such goods Provided that if the warrant be for the delivery of part only of the goods specified in the certificate the Corporation shall issue to the person so delivering up the certificate a new certificate with respect to the goods not specified in the warrant.

Issue of new certificate or warrant on loss or destruction of original.

55. If any such certificate or warrant be lost or destroyed then upon proof thereof to the satisfaction of the Corporation or their authorised officer and on receiving indemnity to the satisfaction of the Corporation or their authorised officer a new certificate or warrant shall be given in substitution for such last-mentioned certificate or warrant to the person entitled to the goods therein referred to.

Certificate or warrant not to be given till freight rates &c. paid.

56. No such certificate or warrant shall be given under this Act until all claims and liens for freight and all other claims or liens whatsoever to which the goods were liable whilst the same were on board any vessel and before the warehousing or depositing thereof and of which the Corporation have had notice in writing and all rents tolls rates dues charges and expenses payable to the Corporation in respect of such goods are paid or discharged.

Corporation bound by warrants and certificates under this Act.

57. All certificates or warrants issued under this Act and signed and issued by any officer duly authorised in that behalf shall be effectual and binding on the Corporation and all other persons interested without any seal.

Corporation may charge for certificate or warrant.

58. The Corporation may charge for such certificate or warrant any sum not exceeding two shillings.

Corporation may provide steamers tugs &c.

59. The Corporation for the purposes of and in connection with the dock undertaking may purchase contract for or hire or license and may maintain and use steamers tugs lighters and other ships and boats and may fix such rates or charges as may appear to them reasonable for or in respect of the use thereof and such rates or charges shall be paid by the owner agent master consignee or other person having charge of any vessel

obtaining or demanding the assistance or use of any such steamers tugs or lighters or other ships or boats to the Corporation or the person with whom they may contract (as the case may be) and such rates and charges shall be due and payable whether such steamers tugs lighters or other ships or boats shall be actually employed or not provided the assistance or use thereof shall have been required and shall in consequence of such requisition have been tendered by the master or other person having the command of such steamer tug lighter or other ship or boat Provided always that nothing in this Act contained shall be deemed or construed to authorise the Corporation to require any owner agent master consignee or other person having charge of any vessel lighter or river craft to employ hire or use any such steamer tug lighter or other ship or boat.

Supply of water gas and electricity to vessels &c.

60. Subject to the provisions of this Act the Corporation may supply water gas and electricity for purposes connected with the dock works and when requested for the use of vessels and may make reasonable charges therefor and all such charges in respect of water gas or electricity supplied to any vessel shall on demand be paid by the master or owner of such vessel to the Corporation.

For protection of Postmaster-General.

61.—(1) Any telegraphic and telephonic works or electric apparatus or works for the supply of electricity erected or provided by the Corporation shall be so constructed maintained and used as to prevent any interference with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General or with telegraphic communication by means of any such telegraphic line.

(2) Nothing in this Act shall authorise the transmission of any telegram in contravention of the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869.

Annual account to be sent to Minister of Transport.

62.—(1) The Corporation shall within three months after the thirty-first day of March in every year send a copy of the accounts of the dock undertaking to the Minister of Transport and the sixteenth section of the General Pier and Harbour Act 1861 Amendment Act shall apply to and include any such account.

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(2) The Corporation shall as from the expiration of that period be liable to a penalty not exceeding twenty pounds for every week or part of a week during which they refuse or neglect to comply with the foregoing provisions.

(3) The said accounts and the accounts referred to in section 50 of the Harbours Docks and Piers Clauses Act 1847 respectively shall be made up to the end of March in each year.

Confirmation of scheduled agreement and other provisions with respect thereto and vesting of dock undertaking in the Company.

63.—(1) The scheduled agreement is hereby confirmed and made binding upon the parties thereto and may and shall (subject to such modifications and variations therein as may be hereafter agreed between the parties thereto and approved by the Minister of Transport) be carried into effect by them.

(2) The sums payable to the Corporation by the Company as and for the rent of the premises comprised in the lease to be granted to the Company by the Corporation pursuant to the provisions of the scheduled agreement shall be entitled to rank in priority to the interest or dividends on the mortgages bonds and debenture stock of the Company within the meaning of section 23 of the Railway Companies Act 1867.

(3) As from the passing of this Act there shall be created by virtue of this section one million two hundred and fifty thousand pounds debenture stock of the Company (hereinafter in this section called "the said stock") and the said stock shall be redeemed by the Company at par not later than the expiration of thirty years after the date of the completion of the works and shall have attached thereto fixed preferential interest payable (subject as in clause 9 of the scheduled agreement provided) half-yearly on the first day of January and the first day of July in every year commencing from the issue of the said stock at the rate of five per centum per annum.

(4) The Company shall issue the said stock to the Corporation in accordance with and subject to the terms and conditions and for the purposes specified in clause 9 of the scheduled agreement.

(5) The said stock shall be in addition to any sums which the Company are now authorised to borrow on mortgage of their undertaking but subsection (3) of

section 26 of the North Eastern Eastern and East Scottish Group Amalgamation Scheme 1922 shall apply to the said stock as if it had been authorised by and originally created and issued in pursuance of the provisions of that scheme.

(6) From and after the date when the Company shall have paid all the sums due from them under the scheduled agreement and the lease to be granted to the Company by the Corporation pursuant to the provisions of the scheduled agreement the dock undertaking shall vest in the Company and thereafter the powers and provisions with respect thereto in this Act contained other than those of the sections the marginal notes of which are set forth in the Third Schedule to this Act shall where the context so admits be construed and have effect as if the Company had been named therein instead of the Corporation.

Power to Company to provide capital &c.

64.—(1) The Company may provide or guarantee the provision of the whole or any part of the money required for or in connection with—

(*a*) the construction of the works and the use working management and maintenance of the dock undertaking or any part thereof;

(*b*) the payment of interest on money borrowed by the Corporation for any of the purposes of this Act (including the provision of working capital);

(*c*) the payment of the expenses of and incidental to borrowing by the Corporation for any such purposes; and

(*d*) the repayment of money so borrowed.

(2) The Company may indemnify the Corporation against any loss which may be occasioned to them by reason of the exercise of any of the powers of or the fulfilment of any obligation imposed by this Act or which may be incidental thereto.

(3) The Company may apply their funds and revenues to any or all of the purposes of this section.

Abandonment of pier.

65. As from the completion of the pier (Work No. 4) by this Act authorised the Company may and shall abandon relinquish and remove so much of the

A.D. 1929. pier on the eastern side of the eastern entrance to the No. 1 fish dock of the Company at Grimsby as lies riverward of the commencement of the pier (Work No. 3) by this Act authorised.

Increase of certain rates at existing docks of Company.

66. As from the date upon which the dock (Work No. 2) and the piers (Works Nos. 3 and 4) by this Act authorised and the facilities in connection therewith shown on the plan referred to in paragraph 1 of the First Schedule to the scheduled agreement are substantially completed the Company may notwithstanding anything to the contrary contained in the Manchester Sheffield and Lincolnshire Railway Act 1849 or the London and North Eastern Railway Harbours Docks and Piers (Temporary Increase of Charges) Order 1924 or any other Act or Order levy and take in respect of every fishing vessel using the existing docks of the Company at Grimsby and in respect of tipping and wharfage of coal shipped by fishing vessels thereat tolls rates dues and charges not exceeding the tolls rates dues and charges for the time being authorised to be levied and taken by the Corporation in respect of the use of the dock works by a fishing vessel of the same class or description and in respect of tipping and wharfage of coal shipped by fishing vessels thereat.

Dock to be included in borough.

67. So much of the works as is made and constructed in and upon the foreshore and bed of the river Humber beyond the present limits of any civil parish shall be included for all purposes in the parish of Grimsby and the borough.

Power to borrow.

68.—(1) The Corporation may from time to time independently of any other borrowing power borrow at interest for and in connection with the purposes mentioned in the first column of the following table the respective sums mentioned in the second column of that table and in order to secure the repayment of the said sums and the payment of interest thereon the Corporation may mortgage or charge the revenues of the Corporation and they shall pay off all moneys so borrowed within the respective periods (which for the purposes of this Act and of any enactment incorporated therewith or applied thereto shall respectively

be "the prescribed period") mentioned in the third column of the said table (namely) :— A.D. 1929.

1	2	3
Purpose.	Amount.	Period for Repayment.
	£	
(*a*) For the purchase of land - -	30,000	Sixty years from the date or dates of borrowing.
(*b*) For the construction of the River Wall or Embankment (Work No. 1) authorised by this Act.	89,710	Sixty years from the date or dates of borrowing.
(*c*) For and in connection with the construction of the dock (Work No. 2) and the entrance channel (Work No. 2A) authorised by this Act and the works and conveniences in connection therewith.	958,400	Sixty years from the date or dates of borrowing.
(*d*) For the erection of buildings in connection with the said dock.	4,200	Fifty years from the date or dates of borrowing.
(*e*) For machinery and plant in connection with the said dock.	79,965	Thirty years from the date or dates of borrowing.
(*f*) For the construction of sidings -	93,240	Thirty years from the date or dates of borrowing.
(*g*) For the construction of the piers (Works Nos. 3 and 4) authorised by this Act.	23,885	Thirty years from the date or dates of borrowing.
(*h*) For the construction of the sewer or sewers and outfall channel (Work No. 5) authorised by this Act.	96,600	Thirty-five years from the date or dates of borrowing.
(*i*) For the construction of the road (Work No. 6) authorised by this Act.	42,000	Thirty years from the date or dates of borrowing.
(*j*) For the payment of the costs charges and expenses of this Act.	The sum requisite.	Ten years from the passing of this Act.
(*k*) For the payment out of capital of interest on money borrowed for any of the foregoing purposes mentioned in this table until the completion of the works or the expiration of five years from the date or dates of borrowing whichever be the earlier.	The sum requisite.	Sixty years from the date or dates of borrowing.

(2) (*a*) The Corporation may also with the consent of the Minister of Transport borrow such further

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money as may be necessary for any of the purposes of this Act other than for the purpose of the construction of the sewer or sewers and outfall channel (Work No. 5) authorised by this Act and may with the consent of the Minister of Health borrow such further money as may be necessary for such last-mentioned purpose.

(*b*) The Corporation may also with the consent of the Minister of Transport borrow such further moneys as may be necessary for the purpose of providing a fund for working capital in respect of the dock undertaking.

(*c*) Any money borrowed under this subsection shall be repaid within such period as may be prescribed by the Minister with whose consent it is borrowed and that period shall be the prescribed period for the purposes of this Act and the enactments incorporated therewith or applied thereby.

(*d*) In order to secure the repayment of any money borrowed under this subsection and the payment of interest thereon the Corporation may mortgage or charge the revenues of the Corporation.

Suspension of payments into sinking fund.

69. Notwithstanding anything contained in this or any other Act it shall not be obligatory upon the Corporation to make the first payment to the sinking fund or to pay the first instalment of principal for the repayment of money borrowed for any of the purposes referred to in the table in the section of this Act of which the marginal note is "Power to borrow" until the completion of the works or the expiration of five years from the date or dates of borrowing the money whichever shall be the earlier.

Application of certain provisions of existing Acts.

70. The following provisions of the following enactments shall extend and apply to and for the purposes of this Act as if those provisions were with all necessary modifications re-enacted in this Act (namely) :—

The Grimsby Extension and Improvement Act 1889—

Section 68 (Corporation not to regard trusts);

Section 72 (Application of borrowed moneys).

The Grimsby Corporation Act 1921—

Section 164 (Section 234 of Public Health Act 1875 not to apply);

Section 165 (Provisions as to mortgages);
Section 167 (Mode of raising money);
Section 168 (Mode of payment off of money borrowed);
Section 169 (Sinking fund);
Section 170 (Appointment of receiver);
Section 171 (Protection of lender from inquiry);
Section 205 (Recovery of penalties &c.);
Section 206 (Recovery of demands in county court);
Section 207 (Informations by whom to be laid);
Section 208 (Saving for indictments &c.).

The Grimsby Corporation Act 1927—
Section 105 (Return to Minister of Health with respect to repayment of debt).

As to redemption of stock by drawings.

71. If the Corporation (with the consent of the Minister of Health under section 52 of the Public Health Acts Amendment Act 1890) raise all or any moneys which they are authorised to borrow under this Act by the creation and issue of stock it shall be lawful for the Corporation notwithstanding anything contained in the said Act of 1890 or in any other Act or in the Stock Regulations 1891 to 1901 or in any other regulations to create the stock subject to such terms and conditions as that—

(1) the stock shall be redeemed within the prescribed period by annual drawings and so that the whole thereof need not become redeemable after the expiration of the same period from the first creation of the stock;

(2) the stock shall be issued and held in amounts of one hundred pounds or any multiple of one hundred pounds and not otherwise.

Consolidated loans fund.

72.—(1) Notwithstanding anything contained in any local Act or Provisional Order now in force in the borough or in the Public Health Acts Amendment Act 1890 or in any other Act or Order as from the thirty-first day of March one thousand nine hundred and thirty or as from any succeeding thirty-first day of March the Corporation may if they think fit establish

A.D. 1929. a fund to be called "the consolidated loans fund" to which shall be paid as and when they are received—

(*a*) All moneys borrowed by the Corporation whether by issue of stock or other security together with any moneys temporarily borrowed without security in connection with the exercise of duly authorised borrowing powers;

(*b*) All moneys of a capital nature received by the Corporation whether from the sale of capital assets or otherwise except such as are applied by the Corporation with due authority to another capital purpose;

(*c*) The appropriate sums provided in each year out of other funds of the Corporation to comply with the terms and conditions as to repayment or redemption attaching to their several borrowing powers; and

(*d*) A sum or sums equal to the aggregate amount of all dividends or interest payable in each year on the stock mortgages or other securities issued in exercise of the statutory borrowing powers of the Corporation and remaining outstanding.

And there shall also be carried to the credit of the consolidated loans fund the unapplied balances of all moneys borrowed or received (except of such moneys as have been borrowed from the Public Works Loan Commissioners) and of all sums provided by the Corporation as aforesaid before the thirty-first day of March as from which the consolidated loans fund shall be established.

(2) The moneys of the consolidated loans fund (subject as hereinafter provided) shall be used or applied by the Corporation—

(*a*) In the exercise of any duly authorised borrowing power by transfer of the required amount to the appropriate fund and account of the Corporation;

(*b*) In the redemption of stock or any other securities issued by the Corporation the purchase of stock for extinction or the repayment of any moneys borrowed by the Corporation; or

(*c*) In the payment of dividends and interest on the stock mortgages or other securities issued in the exercise of the statutory borrowing powers of the Corporation and remaining outstanding : A.D. 1929.

Provided that any moneys of the consolidated loans fund pending use or application as aforesaid may be invested in statutory securities and the sums realised by the sale of such securities shall be repaid on receipt to the consolidated loans fund.

(3) Subject to any priority existing at the passing of this Act all stock of and loans to the Corporation and the dividends and interest thereon shall be charged indifferently on all the revenues of the Corporation and shall rank equally one with the other without any priority whatsoever.

(4) Save as in this section expressly provided all the obligations of the Corporation to the holders of stock or other securities of the Corporation shall continue in force.

(5) The powers conferred by this section shall not be put into operation by the Corporation except in accordance with a scheme to be approved by the Minister of Health and such scheme may make provision for any matters incidental to the establishment and administration of the consolidated loans fund.

Investment of and payments into sinking fund and loans fund.

73.—(1) When under the provisions of this Act or of any Act of Parliament or of any Order confirmed by or having the effect of an Act of Parliament whether passed confirmed or made before or after the passing of this Act the Corporation are empowered or required to form a sinking fund or redemption fund or loans fund the following provisions shall have effect with respect to the appropriate yearly sums and to the accumulations thereof (if any) required to be set apart for or paid into such sinking fund or redemption fund or loans fund for the purpose of providing for the repayment of moneys borrowed by the Corporation (that is to say) :—

(*a*) The Corporation may (in addition to any other powers for the time being vested in them) invest the said yearly sums and accumulations in statutory securities;

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(*b*) The accumulations of the said yearly sums shall be paid and provided out of the general rate fund and general rate and any interest dividends and proceeds arising from the investment of the said yearly sums and the accumulations thereof (including such annual sums and accumulations as have been provided prior to the passing of this Act) shall be paid into and form part of the general rate fund.

(2) Section 175 (Power to invest all sinking funds in statutory securities) of the Grimsby Corporation Act 1921 is hereby repealed.

Period for repayment of loans under the Municipal Corporations Act 1882.

74. Notwithstanding anything contained in the Municipal Corporations Act 1882 any money borrowed or to be borrowed by the Corporation in pursuance of that Act shall be repaid within such period not exceeding sixty years as the Minister of Health shall in each case prescribe.

As to section 234 of Public Health Act 1875.

75. In calculating under subsection (2) of section 234 of the Public Health Act 1875 the amount which the Corporation may borrow the amount of any sinking fund or redemption fund or loans fund accumulated for the purpose of providing for the repayment of loans contracted by the Corporation under the Sanitary Acts and the Public Health Act 1875 shall be deducted from the total debt of the Corporation under those Acts.

Interest on mortgages held jointly.

76. Where more persons than one are registered as joint holders of any mortgage of the Corporation any one of them may give an effectual receipt for any interest thereon unless notice to the contrary has been given to the Corporation or the treasurer by any other of them.

Receipt in case of persons not sui juris.

77. If any moneys are payable to a mortgagee or stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Corporation.

Application of revenue and payment of expenses of undertakings.

78. Subject to the provisions of the section of this Act of which the marginal note is "Application of Electricity (Supply) Act 1926" and notwithstanding anything contained in any previous enactment all money received by the Corporation on account of the revenue of the following undertakings (namely) :—

(1) the tramways undertaking;

(2) the trolley vehicle undertaking;
(3) the omnibus undertaking;
(4) the electricity undertaking;
(5) the markets undertaking;
(6) the dock undertaking;

including the income arising from the investment of any reserve fund under any such enactment shall be carried to and shall form part of the general rate fund and all payments and expenses made and incurred in respect of those undertakings shall be paid out of that fund.

Application of Electricity (Supply) Act 1926.

79. Nothing contained in this Act shall be deemed to authorise the Corporation to apply or dispose of the surplus revenue of the electricity undertaking otherwise than in accordance with the provisions of section 43 of and the Fifth Schedule to the Electricity (Supply) Act 1926.

Accounts.

80.—(1) The Corporation shall notwithstanding the provisions of any Act or Order to the contrary keep their accounts so as to distinguish capital from revenue and as to revenue so as to show under a separate heading or division in respect of each of the undertakings set out in the section of this Act of which the marginal note is "Application of revenue and payment of expenses of undertakings" (each of which is in this section separately referred to as "the undertaking") on the one side all receipts in respect of the undertaking including the income from any reserve fund authorised in connection with such undertaking and on the other side all payments and expenses in respect of the undertaking such payments and expenses being divided so as also to show in each case the amounts expended in respect of each of the following purposes (that is to say):—

(*a*) The working and establishment expenses and cost of maintenance of the undertaking;
(*b*) The interest on moneys borrowed by the Corporation for the purposes of or connected with the undertaking;
(*c*) The requisite appropriations instalments or sinking fund payments in respect of moneys borrowed for the purposes of the undertaking;
(*d*) All other expenses (if any) of the undertaking properly chargeable to revenue;
(*e*) The amount (if any) paid to any reserve fund which the Corporation are from time to time authorised to maintain.

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(2) The Corporation shall show in their accounts relating to any undertaking or purpose all items (including receipts and payments in respect of loans applicable thereto) which ought to be entered therein in order to show the financial position of the undertaking or purpose.

(3) In all cases in which the Corporation keep separate accounts for separate purposes they shall so far as reasonably practicable apportion between those accounts or carry to any of them any receipts credits payments and liabilities which from time to time ought to be so apportioned or carried.

Reserve funds.

81.—(1) The Corporation may (if they think fit) provide a reserve fund in respect of each of the undertakings set out in the section of this Act of which the marginal note is "Application of revenue and payment of expenses of undertakings."

(2) The Corporation may set aside in any year for the purpose of such reserve fund such an amount as they may think reasonable and may invest the same and the resulting income thereof in statutory securities and may accumulate the same at compound interest until the fund so formed amounts to the maximum reserve fund for the time being prescribed by the Corporation in respect of the undertaking.

(3) Any reserve fund which has been formed for the purposes of any of the said undertakings and which is in existence at the passing of this Act shall be deemed to have been formed under this section.

(4) Any reserve fund formed under this section shall be applicable to answer any deficiency at any time happening in the income of the Corporation from the undertaking in respect of which it is formed or to meet any extraordinary claim or demand at any time arising against the Corporation in respect of that undertaking or for payment of the cost of renewing improving or extending any part of the works forming part thereof or otherwise for the benefit of that undertaking and so that if that fund be at any time reduced it may thereafter be again restored to the prescribed maximum and so from time to time as often as such reduction happens.

(5) Resort may be had to a reserve fund under the foregoing provisions although such fund may not at the time have reached or may have been reduced below the prescribed maximum.

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Inquiries by Minister of Transport.

82. In respect of the exercise of any powers or duties conferred or imposed on the Minister of Transport or the giving by him of any consents under this Act or any existing Act or Order of the Corporation the provisions of Part I of the Board of Trade Arbitrations &c. Act 1874 shall apply as if the Minister of Transport were referred to therein in lieu of the Board of Trade and as if in section 4 of that Act the words "under the seal of the Minister of Transport" were substituted for the words "by writing under the hand of the President or of one of the secretaries of the Board."

Inquiries by Minister of Health.

83.—(1) The Minister of Health may direct any inquiries to be held by his inspectors which he may deem necessary in regard to the exercise of any powers conferred upon him or the giving of any consents under this Act and the inspectors of the Minister of Health shall for the purposes of any such inquiry have all such powers as they may have for the purposes of inquiries directed by that Minister under the Public Health Act 1875.

(2) The Corporation shall pay to the Minister of Health any expenses incurred by that Minister in relation to any inquiries referred to in this section including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by that Minister not exceeding five guineas a day for the services of such inspector.

For protection of conservancy board.

84. 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 Corporation (that is to say) :—

(1) The Corporation shall before commencing any dredging to the northward of Work No. 1 by this Act authorised deliver to the clerk to the conservancy board for the approval of the conservancy board plans and sections defining the nature extent and manner of such dredging and such dredging shall not be carried out otherwise than in accordance with such plans and sections and in such manner as may be approved by the conservancy board or as may be settled by arbitration under this section Provided that nothing herein contained shall

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be construed to require the Corporation to deliver to the conservancy board plans and sections in respect of any dredging required only for the purpose of maintaining the depth of water shown on plans and sections previously approved under this section :

(2) Before commencing the construction of that part of any work by this Act authorised which will be situate on the foreshore or bed of the river Humber plans and sections showing the general mode of construction thereof shall be delivered by the Corporation to the clerk to the conservancy board for the approval of the conservancy board and such part shall not be constructed otherwise than in accordance with such plans and sections as may be approved by the conservancy board or as may be settled by arbitration under this section Any work which will be situate on the foreshore or bed of the river Humber shall be executed to the reasonable satisfaction of an engineer to be appointed by the conservancy board :

(3) All temporary structures in the river Humber which may be necessary to enable the works to be constructed shall be constructed to the reasonable satisfaction in all respects of an engineer to be appointed by the conservancy board in accordance with plans to be previously submitted to and approved by the conservancy board or settled by arbitration under this section 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 Corporation shall with all dispatch or after fourteen days' notice in writing thereafter from the conservancy board requiring them 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 Corporation and on their failing so to do the conservancy board may remove the same charging the Corporation with the reasonable expense of so doing and the

Corporation shall forthwith repay to the conservancy board all such expense:

(4) 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 delivered to the clerk to the conservancy board in pursuance of this section the conservancy board shall be deemed to have approved the same:

(5) From and after the commencement of the construction of the works the Corporation shall (if the conservancy board with the approval of the Board of Trade so direct) provide and maintain on the works 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 works:

(6) During the continuance of any dredging operations which the Corporation may execute in the course of the construction of the works the Corporation shall provide and maintain to the reasonable satisfaction of the conservancy board and subject to the approval of the Board of Trade such lighted mooring or 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:

(7) The provisions of the sections of this Act whereof the marginal notes are "Survey of works by Board of Trade" and "Abatement of work abandoned or decayed" 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 sections shall be a debt due to them and be recoverable summarily:

(8) The Corporation shall allow at all reasonable times access both by water and by land to the conservancy board their officers and servants on to and over the dock without payment or hindrance whilst in the execution of their duties:

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(9) The Corporation and the conservancy board may agree in writing for any variation or alteration in the provisions of this section :

(10) In the event of any question or difference arising between the conservancy board and the Corporation with respect to any matter under this section or in the event of any plans or sections delivered to the clerk to the conservancy board under the foregoing provisions of this section or the manner of carrying out any dredging not being approved by the conservancy board such question difference plans sections or manner shall be referred to and settled by an engineer or other fit person to be appointed as arbitrator by the Corporation and the conservancy board or failing agreement by the Board of Trade on the application of either party after notice thereof in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration :

(11) If there shall be any inconsistency between any plans or sections approved by the conservancy board or settled by arbitration under this section and the plans and sections approved by the Board of Trade under the section of this Act of which the marginal note is "Works below high-water mark to be subject to approval of Board of Trade" the works shall be executed in accordance with the plans and sections so approved by the Board of Trade :

(12) The provisions of the Humber Conservancy Acts 1852 to 1907 so far as the same are not inconsistent with the provisions of this Act shall remain of full force and effect.

Crown rights.

85. Except as hereinafter expressly provided nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Corporation 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 Crown Lands or of the Board of Trade respectively without the consent in writing of the Commissioners of Crown Lands or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose. A.D. 1929.

Crown minerals.

86. Notwithstanding the provisions contained in the section of this Act of which the marginal note is "Crown rights" or in any public statute His Majesty and His lessees for their respective interests may work any minerals belonging to His Majesty in right of His Crown under or adjacent to lands and works of the Corporation authorised to be taken or constructed by this Act but in the event of any such right being at any time intended to be exercised sections 77 to 85 (both inclusive) of the Railways Clauses Consolidation Act 1845 as amended by the Mines (Working Facilities and Support) Act 1923 and the First Second and Third Schedules to such last-mentioned Act shall apply as if the same were in relation to such minerals incorporated in this Act and as if the Corporation were a railway company and the said lands and works were the railway and works of such railway company and as if the Commissioners of Crown Lands were the mine owners or royalty owners as the case may be and so that any compensation payable by the Corporation to or for the benefit of His Majesty as the mine owner or royalty owner or payable to the Corporation by His Majesty as such owner shall be payable to or by the Commissioners of Crown Lands as the case may be.

Costs of Act.

87. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation out of the general rate fund and general rate or out of moneys to be borrowed under this Act for that purpose.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

REGULATIONS.

All meters or others who measure and weigh any goods delivered out of or put on board any vessel shall within six hours after such vessel is discharged or loaded give an account of the same at the collector's office and any person failing to comply with this regulation shall be liable in a penalty of twenty shillings for every transgression.

The master of every vessel arriving shall immediately on arrival or as soon thereafter as the collector's office if then closed is opened and in any case within two hours after the same is open report such arrival at the collector's office and give an account of his cargo by producing at such office the manifest bills of lading manifest book cargo freight account book invoice of goods Custom House papers and such other documents as the collector shall deem necessary and demand for ascertaining the true contents thereof and if he fail to do so he shall be liable in a penalty not exceeding ten pounds for every time he shall so fail.

Such master or the owners or agents or managers of the owners of such vessel shall within the time aforesaid pay to the collector at his office aforesaid the tolls rates dues and charges exigible in respect thereof or give security for such payment by deposit in the collector's hands of such amount as he shall deem sufficient under the like penalty in case of failure and the owners proprietors shippers or consignees of such cargo or their agents shall within the time aforesaid and before breaking bulk pay to the collector at his office aforesaid the tolls rates dues and charges exigible in respect thereof or give security for such payment by deposit in the collector's hands of such amount as he shall deem sufficient also under the like penalty in case of failure and no goods shall be discharged without a permit or warrant obtained from the collector's office.

The master of every vessel taking goods on board shall give notice thereof at the collector's office and procure a warrant to ship the same before he begins to load and shall immediately on their being shipped and before sailing give an account of the cargo shipped by producing at the collector's office the documents

aforesaid under the like penalty in case of failure and such master or the owners proprietors shippers or consignees of such goods or their agents shall before the vessel sails pay the tolls rates dues and charges on such goods under the like penalty in case of failure.

No vessel shall be entitled to leave the dock works until these regulations applicable to such vessel and her cargoes inwards and outwards are complied with.

The owner manager or person in charge of all goods otherwise shipped or unshipped shall give an account thereof at the collector's office and produce therewith all documents necessary to vouch such account and pay at the said office the tolls rates dues and charges exigible in respect of such goods immediately on their arrival and before their removal from the quays sheds or landing places in the case of imports and before they leave the dock works in the case of exports under the like penalty in case of failure.

The forty-fourth section of the Harbours Docks and Piers Clauses Act 1847 shall be read and construed as applicable to any refusal neglect or failure to pay or grant securities for the tolls rates dues and charges exigible in respect of vessels by any person or persons required to do so by these regulations and the other sections of the said Act with respect to the collection and recovery of rates shall be held to be varied by these regulations so far as such sections are not consistent therewith.

The master of every vessel shall produce to the dock-master at least one hour before leaving the dock works a permit or pass which may be obtained at the office of the collector after payment of all tolls rates dues and charges exigible in respect of such vessel and notwithstanding anything contained in the provisions of the Harbours Docks and Piers Clauses Act 1847 with respect to the payment collection and recovery of rates or in this schedule the Corporation may agree with the owner or agent of any vessel as to the mode in which and the time at which the tolls rates dues and charges exigible in respect of such vessel shall be paid and the Corporation may in or in connection with such agreement require such guarantees or other security for payment of such tolls rates dues and charges as they may think fit.

The tolls rates dues and charges on all vessels arriving light or in ballast shall be paid immediately on arrival and on all others on their arrival or as soon as the cargo is discharged.

When a cargo imported shall belong to more than six persons the collector may demand and take from the master agent or other person who collects the freight a deposit for the whole cargo before breaking bulk.

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THE SECOND SCHEDULE.

AN AGREEMENT made this first day of May 1929 between the MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF GRIMSBY (hereinafter referred to as "the Corporation" which expression shall include their successors and assigns) of the one part and the LONDON AND NORTH EASTERN RAILWAY COMPANY (hereinafter referred to as "the Company" which expression shall include their successors and assigns) of the other part.

WHEREAS the Corporation in agreement with the Company are promoting in the present session of Parliament a Bill for an Act to authorise them to construct a dock and other works adjoining the existing docks of the Company at Grimsby in the county of Lincoln which dock and works are more particularly described in the said Bill :

And whereas a large portion of the site of the said proposed dock and works as shown on the deposited plans and described in the deposited book of reference referred to in the said Bill comprises land owned by the Company :

And whereas the preamble to the said Bill recites that it is expedient that the Corporation and the Company should be authorised to enter into and carry into effect agreements for and in relation to the construction of the works authorised by the intended Act and for and in relation to the leasing working using managing and maintaining of the dock undertaking of the Corporation and that such provisions should be enacted as are in the intended Act contained with respect to the transfer to and vesting of the same in the Company to the intent that during the continuance of any lease and upon such transfer and vesting the dock works by the intended Act authorised should be operated with the existing docks of the Company at Grimsby as one undertaking :

And whereas it has been agreed by and between the Corporation and the Company that such agreement should be entered into as is hereinafter contained :

Now these presents witness and it is hereby agreed as follows :—

1. In this agreement the following words and expressions shall have the respective meanings namely :—

"The borough" means the county borough of Grimsby ;

"The Bill" means the Bill promoted by the Corporation in the present session of Parliament entitled "A Bill to

"empower the mayor aldermen and burgesses of the county borough of Grimsby to construct a dock and other works adjoining the existing docks at Grimsby to confer further powers upon the Corporation in regard to financial matters and for other purposes";

"The Act of 1929" means the Bill as passed into law;

"The Company's engineer" means Mr. John Avenel Wickham the Company's chief engineer for docks or other the engineer agreed upon between the Corporation and the Company;

"The Company's land" means the land shown delineated and edged red on the plan numbered 1327/9 and signed for the purposes of identification by John W. Jackson on behalf of the Corporation and by I. Buchanan Pritchard on behalf of the Company;

"The northern sewers" means so much of Work No. 5 authorised by the Act of 1929 as will be situate riverward of the river face of Work No. 1 authorised by that Act;

"The works" means the works authorised by the Act of 1929 other than the northern sewers;

"The New Dock Estate" means the lands acquired by the Corporation under the provisions of the Act of 1929 except so much thereof as comprises the site of the northern sewers together with the works constructed fitted up and equipped by the Corporation under this agreement on the said lands;

"Corporation capital moneys" means moneys borrowed by the Corporation in pursuance of the provisions of clause 5 of this agreement;

"The purposes of this agreement" includes—

(*a*) The costs charges and expenses of the Corporation preliminary to and of and incidental to the preparing applying for obtaining and passing of the Act of 1929 including the costs of and incidental to this agreement;

(*b*) The cost of the acquisition of lands required for the purposes of the Act of 1929 and of the construction and completion of the works and the fitting up and equipment thereof and of the provision of housing accommodation (if any) for persons of the working classes displaced as a result of the exercise of the powers of the Act of 1929 including the acquisition of the necessary lands required therefor;

(*c*) The cost of raising the Corporation capital moneys including payments and allowances for or by

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way of commission underwriting discount stamp duty and all incidental expenses;

(*d*) The payment of interest on Corporation capital moneys so far as permitted by the Act of 1929 to be paid out of capital and actually so paid;

(*e*) Any other cost and expense properly incurred by the Corporation arising out of or incidental to the carrying out of the provisions of this agreement and properly chargeable to capital;

"The completion of the works" means the date on which the Company's engineer shall certify that the works are ready for use.

2. Forthwith after the passing into law of the Bill and the official intimation of a grant in aid or other financial assistance referred to in clause 25 (*b*) hereof has been received by the Corporation as therein mentioned and subject as hereinafter provided the Company will in consideration of the sum of £18,000 or such lesser sum as may be certified by the Government's district land valuer at Grimsby as the value of all the Company's estate title and interest in the Company's land to be paid by the Corporation to the Company convey to the Corporation all the Company's estate title and interest in the Company's land and grant to the Corporation an easement upon or over the land shown cross hatched red on the signed plan numbered 1327/9 as aforesaid and thereon marked "Easement for road" for the purpose of enabling the Corporation to construct and in perpetuity to maintain and use so much of Work No. 6 authorised by the Act of 1929 as is to be situate upon or over such land And the Corporation will thereupon proceed with all reasonable speed to acquire any other necessary land estates or interest and to construct the works and complete and equip the same ready for traffic and use in accordance with the plans drawings sections and specifications hereinafter mentioned and in compliance with the provisions of the Act of 1929 and this agreement (unless prevented from so doing by causes not under the control of the Corporation).

3. Pending the grant of the lease to be granted by the Corporation pursuant to clause 15 of this agreement the development of the lands acquired by the Corporation under the provisions of the Act of 1929 and not required for the construction of the works shall be carried out by or under the control of the Company but not so as to interfere with the carrying out of the works and in order to enable the Company to proceed with such development in anticipation of the completion of the works the Corporation will grant leases or tenancies of and licences to use such lands or portions thereof to such persons or companies and upon such terms as the Company from time to time may direct and the Corporation will not without the previous consent of the

Company sell let grant licences to use or otherwise deal with or dispose of the said lands or any portions thereof. A.D. 1929.

4. The conditions and provisions set out in the First Schedule to this agreement shall have effect and shall be binding upon the Corporation and the Company with reference to the construction of the works and the fitting up and equipment thereof and to any contract or contracts entered into with respect to those purposes or in any way relating thereto.

5. Subject as hereinafter provided the Corporation will borrow the capital moneys required for the purposes of this agreement by the exercise of their borrowing powers under the Act of 1929 or other powers authorising the borrowing thereof Provided always that—

(1) The total amount of the capital moneys which under any circumstances the Corporation shall be required to borrow for the purposes of this agreement shall not exceed one and a quarter million pounds :

(2) The said capital moneys (whether the same be borrowed by the creation and issue of stock or otherwise) shall subject to the powers and restrictions of the Act of 1929 or any enactment incorporated therewith or applied thereto be raised by the Corporation in such manner and at such times and upon such terms and conditions as the Company after consultation with the Corporation may from time to time reasonably approve Any question as to whether any approval has been unreasonably withheld by the Company shall be determined by the chairman for the time being of Barclays Bank Limited or any person appointed by him whose decision shall be final :

(3) Notwithstanding anything contained in the preceding sub-clause the Corporation may provide capital moneys by borrowing temporarily from their bankers or elsewhere in advance of any contemplated issue of securities of the Corporation and the money so borrowed may be repaid out of any moneys raised by any subsequent issue of securities of the Corporation :

(4) The Corporation shall put on deposit at interest with their bankers or invest in such investments other than shares stocks or debenture stocks of or loans to the Company (which shares stocks or debenture stocks or loans are hereinafter called "securities of the Company") as the Company may from time to time direct any money raised by the issue of securities of the Corporation pending the time the said money is required to be used for the purposes of this agreement Provided that the amount originally so invested shall be deemed to be

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moneys provided by the Corporation notwithstanding any depreciation in the value of such investments Provided further that due credit shall be given to the Company for any moneys received by the Corporation by way of interest or dividend in respect of any such deposit or investment as aforesaid together with any sum received by the Corporation on the realisation of such investment over and above the amount originally invested by the Corporation after deducting the expenses properly incurred by the Corporation.

6. In the event of the Corporation capital moneys being insufficient for the purposes of this agreement the Company shall provide as and when required such additional moneys as may be required and if at any time it is ascertained or appears probable that the moneys payable or to become payable under any contract will exceed the balance available out of the amount to be provided by the Corporation the Company will on the request of the Corporation join as parties to such contract or contracts for the purpose of the Company becoming responsible for the payment of such sum as may be payable thereunder over and above such available balance as aforesaid.

7.—(1) The Company so long as any Corporation capital moneys shall be outstanding shall from time to time pay to the Corporation a sum equal to—

(*a*) the amount of the interest and dividend which the Corporation are liable to pay for and in respect of any half year in respect of Corporation capital moneys less the tax thereon and after deducting (i) the net sum received by the Corporation during the half year as a grant from the Government in respect of interest and dividend (ii) interest or dividend received by the Corporation in respect of moneys raised for the purposes of this agreement and put on deposit or invested under paragraph (4) of clause 5 hereof pending the time the said moneys are required to be utilised for the purposes of this agreement and (iii) any sum received by the Corporation (after deducting expenses properly incurred by the Corporation) on the realisation of any investment in pursuance of paragraph (4) of clause 5 hereof over and above the amount originally invested by the Corporation; and

(*b*) the amount (if any) for which the Corporation shall be liable to account in respect of tax deducted by them upon payment of interest and dividend on the Corporation capital moneys.

(2) An estimate of the said sum shall in each half year be delivered by the Corporation to the Company not less than one

month before the date upon which the said interest and dividend is payable by the Corporation and the said sum shall be paid by the Company to the Corporation not later than two weeks after the delivery of the said estimate or two weeks before the said date whichever shall be the later. A.D. 1929.

If any such sum is not paid by the Company when due the Company shall pay to the Corporation such interest as the Corporation become liable to pay in respect of any loan by means whereof the Corporation provide the amount of such interest dividend and tax from the date when the said sum becomes due until the date of payment by the Company.

8.—(1) For the purpose of the repayment of the Corporation capital moneys the Company so long as any Corporation capital moneys shall be outstanding shall from time to time pay to the Corporation—

(*a*) A sum equal to the amount which the Corporation shall from time to time require in accordance with the method adopted for such repayment to enable them thereout and thereby to provide for the repayment of the Corporation capital moneys or the several instalments in which such moneys or any part thereof are borrowed within such one of the following periods as shall be the shortest that is to say :—

(i) The period within which the same are required by the Act of 1929 or other power authorising the borrowing thereof to be repaid (ii) the period of 35 years from the date of borrowing or (iii) the period of 30 years from the date of the completion of the works; and

(*b*) Any additional sums which may be required to enable the Corporation to repay the Corporation capital moneys upon the date or dates when the same or any instalments thereof are to be repaid.

(2) An estimate of any sum payable by the Company under this clause shall be delivered by the Corporation to the Company not less than one month prior to the date on which the amounts as aforesaid shall be required to be provided by the Corporation as aforesaid and the said sum shall be paid by the Company to the Corporation not later than two weeks after the delivery of the said estimate or two weeks before the said date whichever shall be the later.

If any such sum is not paid by the Company when due the Company shall pay to the Corporation such interest as the Corporation become liable to pay in respect of any loan by means whereof the Corporation provide the amount of the said sum from the date when the said sum became due until the date of payment by the Company.

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9.—(1) The Company shall as soon as practicable after the Corporation shall have borrowed any Corporation capital moneys issue to the Corporation the £1,250,000 debenture stock created by the section of the Act of 1929 of which the marginal note is "Confirmation of scheduled agreement and other provisions "with respect thereto and vesting of dock undertaking in the "Company" to be held by the Corporation as collateral security for the payment by the Company to the Corporation of the sums mentioned in paragraph (1) of clause 8 of this agreement but without prejudice to any other remedy of the Corporation.

(2) Upon payment by the Company of any of the sums from time to time payable by them under paragraph (1) of clause 8 of this agreement the Corporation shall at the expense of the Company deliver up to the Company a corresponding nominal amount of the said debenture stock and upon payment by the Company of the last of the payments to be made under the said paragraph the whole of the said debenture stock then held by the Corporation shall at the expense of the Company be delivered up by the Corporation to the Company.

(3) The Corporation shall not be entitled to any payment by way of interest upon the said debenture stock so long as the payments to be made under paragraph (1) of clause 8 of this agreement are paid by the Company to the Corporation but in the event of default being made at any time by the Company in payment of any sum under the said paragraph interest upon so much of the said debenture stock as is for the time being held by the Corporation shall begin to run and become payable to the Corporation as from the commencement of the half year in which default is made but the Company in respect of their liability to the Corporation under the said paragraph shall be credited by the Corporation with the amount of any interest paid in respect of such debenture stock less tax.

10. The Company shall from time to time send to the Corporation a list of statutory securities (other than securities of the Company) and every sum payable to any sinking fund shall as soon as may be be invested by the Corporation in such of the securities in the said list as the Corporation think fit. Provided that with the consent of the Company the Corporation may from time to time if they so desire use any moneys for the time being forming part of such sinking fund in the manner provided in section 173 (Power to use sinking fund instead of borrowing) of the Grimsby Corporation Act 1921.

11. The register of the securities issued by the Corporation for the Corporation capital moneys shall be kept and the payment of interest and dividend from time to time payable in respect of moneys secured by such securities shall be made on behalf of the Corporation by such one of the following banks namely Barclays Bank Limited Lloyds Bank Limited Midland Bank Limited

National Provincial Bank Limited or Westminster Bank Limited as the Company may nominate and the bank's charges for such services shall be paid by the Company to such bank.

12. The Company from time to time shall on demand pay to the Corporation the costs charges and expenses specified in the Second Schedule to this agreement.

13. The Corporation agree that (unless the Company otherwise desire) they will so far as the powers of the Act of 1929 permit provide for the payment out of Corporation capital moneys of interest on money borrowed by the Corporation for the purposes of this agreement and that they will not make the first payment to the sinking fund or pay the first instalment of principal for the repayment of the said moneys until such time as it shall be obligatory for the Corporation so to do under the provisions of the Act of 1929 or any enactment incorporated therewith or applied thereto or otherwise.

14.—(1) So much of Work No. 5 authorised by the Act of 1929 as is exclusive of the northern sewers is hereinafter referred to as "the southern sewers" and shall be constructed in all respects in accordance with the plans and sections which for the purposes of identification have been signed by H. Gilbert Whyatt the engineer of the Corporation and the Company's engineer.

(2) The Corporation shall have the exclusive right of user in perpetuity of the seven feet six inches diameter sewer shown upon the said plan (being part of the southern sewers) for the purpose of discharging the sewage of the borough through the northern sewers into the river Humber.

(3) The Corporation shall also have the exclusive right of user in perpetuity of the six feet diameter sewer shown upon the said plan (being another part of the southern sewers) subject to the right of the Company to discharge therein from time to time the water from their existing graving docks.

(4) From and after the completion of the works the Company shall at their own expense and notwithstanding that the northern sewers and the southern sewers are vested in the Corporation maintain and uphold in perpetuity both the northern sewers and the southern sewers in good and substantial repair and condition to the reasonable satisfaction of the Corporation and in respect of the maintenance and upholding of the northern sewers and the southern sewers shall comply with any requirements of the Board of Trade or the Humber Conservancy Board under or in pursuance of any of the provisions of the Act of 1929 or any enactment incorporated therewith or applied thereto including compliance with any such requirements as relate to the maintenance of any light provided in connection with the northern sewers.

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15. Immediately on the completion of the works the Corporation shall grant and the Company shall accept a lease of the New Dock Estate (excepting and reserving therefrom the right of the Corporation in perpetuity to the exclusive use (subject as mentioned in paragraph (3) of clause 14 hereof) of the southern sewers) and the dock undertaking authorised by the Act of 1929 together with all the rights powers and authorities conferred upon the Corporation in relation to the dock undertaking by the Act of 1929 or by any enactment incorporated therewith so far as such powers and authorities relate to or are necessary for the proper user working managing and maintenance of the New Dock Estate and for the operating of the same as part of the existing dock undertaking of the Company at Grimsby including the right to make levy receive and recover tolls rates dues and charges and the right to make and enforce byelaws and recover damages and penalties under the Act of 1929 but subject to the same obligations conditions and restrictions as are by the Act of 1929 or by any enactment incorporated therewith or otherwise howsoever imposed upon the Corporation and to the terms and conditions hereinafter mentioned The said lease shall be for a term of thirty years from the date of the completion of the works with provision in the event of the whole of the Corporation capital moneys together with all interest and dividend thereon being repaid before the end of the said term for the determination of the lease on and from the day of the date of such repayment The Company during the term of the said lease shall pay to the Corporation half-yearly as and for the rent of the demised premises the sum provided to be paid by paragraph (1) of clause 7 of this agreement and every payment made by the Company under that paragraph shall pro tanto be deemed to be a payment of the rent reserved by the said lease.

16. The said lease shall contain in addition to the provisions hereinbefore expressly referred to the following covenants to be entered into by the Company namely :—

(1) To pay the rent thereby reserved :

(2) To pay and discharge all rates taxes duties and assessments including all charges whatsoever whether parliamentary parochial or of any other description which during the term of the said lease shall be imposed or charged on the New Dock Estate or the Corporation or the Company in respect thereof :

(3) To maintain renew and uphold the New Dock Estate in good and substantial repair order and condition :

(4) To dredge and cleanse from time to time as may be necessary the dock and lock entrance (Work No. 2) and the entrance channel (Work No. 2A) authorised

by the Act of 1929 and so much of the foreshore of the river Humber and to carry out all such necessary maintenance and repair as may be necessary to maintain the said dock and entrances at a sufficient depth and in a satisfactory condition for use of traffic :

(5) Not to permit the existing dock undertaking of the Company at Grimsby to get into such a state of disrepair as will injuriously affect the said dock and lock entrance (Work No. 2) and entrance channel (Work No. 2A) or the use of such works for traffic :

(6) Not to assign the New Dock Estate or any part thereof :

(7) To permit the Corporation their officers and servants at all times during the said lease to enter into and upon the New Dock Estate and examine the state and condition thereof :

(8) That if the said half-yearly rent thereby reserved or any part thereof shall be in arrear for at least six weeks next after any of the days whereon the same ought to be paid as in the lease provided whether the same shall have been legally demanded or not or if there shall be any breach or non-observance or non-performance by the Company of any of the covenants or provisions in the said lease contained and on the part of the Company to be observed and performed then and in any such case the Corporation in addition to any other remedy may at any time thereafter into and upon the New Dock Estate or any part thereof in the name of the whole re-enter and the same have again repossess and enjoy as in their former estate whereupon all rights powers and authorities granted to the Company by the said lease shall cease and determine :

(9) That during the term of the lease hereinbefore provided for the Company shall use carry on work and manage the New Dock Estate in a proper safe and efficient manner as part of the existing dock undertaking of the Company at Grimsby and generally shall fulfil the obligations imposed by the Act of 1929 or any enactment incorporated therewith or applied thereto upon the Corporation and shall indemnify and keep indemnified the Corporation in respect thereof :

(10) All other usual covenants and conditions usually inserted in leases of a like nature not being inconsistent with anything contained in this agreement or the Act of 1929.

And in case of dispute the form of the said lease shall be settled by some conveyancing counsel of not less than ten years' standing to be agreed on by the parties or failing agreement

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in that behalf nominated by the Attorney-General for the time being and the decision of such conveyancing counsel as to the form of such lease shall be final.

17. If the Company fail to make any of the payments mentioned in clause 8 of this agreement within six weeks next after the day whereon the same ought to be paid as in the said clause provided the Corporation shall in addition and without prejudice to any rights which the Corporation may have for the recovery of such payment be entitled to determine the said lease and to re-enter upon the New Dock Estate and the same have again repossess and enjoy as in their former estate whereupon all rights powers and authorities granted to the Company by the said lease shall cease and determine.

18. If the Corporation exercise the power of re-entry to be contained in the said lease hereinbefore provided for or contained in the last preceding clause of this agreement the sums mentioned in paragraph (1) of clause 7 and in clause 8 of this agreement shall none the less continue to be payable by the Company.

19. Notwithstanding anything contained in this agreement or the said lease the Corporation shall on the completion of the road (Work No. 6) authorised by the Act of 1929 have the right at all times by themselves or their nominees to run motor omnibuses in connection with their motor omnibus undertaking within the New Dock Estate viâ the road and bridge comprised in the said Work No. 6 for the purpose of picking up and setting down passengers to and from such point or points within the New Dock Estate as the Company may find to be most convenient for the people employed at or desiring to proceed to or from the said New Dock Estate or the existing docks of the Company at Grimsby.

20. Within the meaning and for the purposes of section 89 of the Grimsby Corporation Act 1921 every road on the New Dock Estate and the existing docks of the Company at Grimsby shall be deemed to be a street laid out but not repairable by the inhabitants at large.

21. The Company shall not unreasonably delay the consideration of any document plan matter or thing submitted to them under the provisions of this agreement or the schedules hereto for their approval and will notify their decision to the Corporation with all reasonable dispatch.

22. Notwithstanding anything contained in the Act of 1929 this agreement or the said lease the Company shall indemnify and keep indemnified the Corporation from and against all costs charges expenses actions suits claims or demands which they may incur or properly pay or which may be instituted or made against them or any of their officers or servants in connection with or arising out of the construction of the works or the fitting

up and equipment thereof or any of them or the carrying on of the dock undertaking authorised by the Act of 1929 or as a result of high tides land slides or slips or any eventuality or any defect in or want of repair of the works or the fitting up and equipment thereof or in the foundations for the works or any damage or injury to the property of the Company or to the property or person of any third party whatsoever.

23. The Corporation shall keep such books and accounts as will furnish a correct record of all moneys borrowed or expended by the Corporation for the purposes of the Act of 1929 and this agreement and shall afford to the Company reasonable opportunities for verifying such books and accounts.

24. Notification of any approval or requirement of the Company under this agreement or the schedules hereto may be given to the Corporation by letter signed by the secretary of the Company and sent by registered post addressed to the town clerk of the borough at the Municipal Buildings Grimsby or his office for the time being.

25. This agreement (except as to clause 26 hereof) is entered into subject to the approval of Parliament and subject also to—

(*a*) the passing into law of the said Bill in the present session of Parliament;

(*b*) the giving by or on behalf of the appropriate Government department to the Corporation within six months after the passing of the Act of 1929 of an official intimation of a grant in aid through the unemployment grants committee or other financial assistance on the basis of payment from time to time of amounts equivalent to one half of the interest payable in respect of Corporation capital moneys during fifteen years from the date or dates of expenditure of such moneys or during the period within which provision for repayment of the same is required to be made whichever shall be the shorter;

(*c*) the right of the Corporation to withdraw the Bill if any alteration to which the Corporation object is at any stage made therein or in this agreement or the schedules hereto;

(*d*) the right of the Company to require the Corporation and an obligation on the part of the Corporation if so required to withdraw the Bill if any alteration to which the Company object is at any stage made therein or in this agreement or the schedules hereto.

26. In the event of the Bill not passing into law or the official intimation of a grant in aid or other financial assistance referred to in paragraph (*b*) of clause 25 hereof is not received

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by the Corporation as therein mentioned the Company shall pay to the Corporation all costs charges and expenses incurred by the Corporation preliminary to and of and incidental to the preparation settling and depositing of the Bill and of the proceedings thereon before Parliament and of and incidental to the preparation settling execution and stamping of this agreement as taxed by the taxing officer of the House of Lords or House of Commons and of and incidental to the preparation of any plans sections working or other drawings estimates specifications bills of quantities or other documents required for or in connection with the application for the said grant in aid or other financial assistance.

27. It is hereby expressly agreed and declared that it is the intention of the parties that the whole of the cost and expenses of or incidental to the obtaining of the Act of 1929 the construction of the works and the completion and equipment of the same as aforesaid this agreement and the schedules hereto and the said lease shall ultimately be paid and borne by the Company and accordingly in construing this agreement or the schedules hereto and every provision therein contained and in the consideration and settlement of any dispute difference or question arising between the parties thereunder the said intention of the parties as hereby declared shall be deemed to be of the essence of this agreement.

28. This agreement is also entered into subject to such alteration as Parliament may think fit to make therein but if Parliament or a Committee of either House make any material alteration therein it shall be competent to either of the parties hereto after notice to the other to withdraw the same whereupon this agreement (except as to clause 26 hereof) shall become null and void.

The FIRST SCHEDULE hereinbefore referred to.

1. Unless it be otherwise agreed between the Corporation and the Company or the Corporation are prevented by any physical or engineering difficulties which may render any alterations variations or omissions necessary and requisite the Corporation will so construct the works and the equipment thereof that they shall substantially conform to the plan signed for the purposes of identification by John W. Jackson on behalf of the Corporation and I. Buchanan Pritchard on behalf of the Company The particulars of construction figured on the said plan have reference solely to construction and are not to be read as defining or enlarging the Company's liability for maintenance.

2. The Company's engineer shall be the engineer for and in connection with the construction of the works (including all subsidiary works) and the fitting up and equipment thereof ready for traffic and use He shall prepare all plans sections working

and other drawings estimates specifications bills of quantities and other documents for or relating to the construction of the works and the fitting up and equipment thereof and shall submit the same to the Company who after consultation with the Corporation shall (subject to final approval as hereinafter provided) approve the same with or without such modifications as subject to the provisions of paragraph 1 of this schedule the Company think fit He shall have control and superintend the due execution of the whole of the work under any contract or contracts entered into in connection with the works and the fitting up and equipment thereof reporting the progress of the work from time to time to the Corporation and the Company.

3. When the said plans drawings sections and specifications have been approved by the Company as aforesaid the same shall be submitted by the Corporation for the approval of the Board of Trade and any other authorities in compliance with the Act of 1929 and (if necessary) the unemployment grants committee and any other Government committee or department and after all necessary approvals have been obtained and the Company (subject to the provisions of paragraph 1 of this schedule) shall have finally approved the same the Corporation shall invite by public advertisement or otherwise as the Company shall direct tenders for the construction of the works and the fitting up and equipment thereof or so much thereof as may from time to time be approved by the Company The tenders received by the Corporation shall be submitted to the Company and if in the opinion of the Company a suitable tender or tenders shall have been received from an approved contractor or contractors the Company shall determine which of the said tenders shall be accepted and thereupon the Corporation shall let the contract for the construction of the works and the fitting up and equipment thereof or such portion or portions thereof as may be approved as aforesaid to the contractor or contractors so approved by the Company The form of any tender and of any contract or bond to be entered into for or relating to the construction of the works or the fitting up and equipment thereof shall (subject to the provisions of paragraphs 4 and 5 of this schedule) be such as shall be approved by the Company.

4. It shall be a term of any contract made for the construction of the southern sewers that the discharge of sewage and surface water from the existing sewers of the Corporation shall not be interrupted or interfered with except temporarily when carrying out necessary connections and then only subject to the consent of the engineer of the Corporation being first obtained thereto.

5. All contracts to be entered into in connection with the construction of the works or the fitting up and equipment thereof shall in addition to such clauses provisions guarantees and indemnities as may be necessary to safeguard the respective

A.D. 1929. interests of the Corporation and the Company contain such clauses or provisions as may be prescribed or required by the unemployment grants committee or other committee acting on behalf of the Government as a condition to the payment of the said Government grant or other financial assistance and the Corporation shall before any such contract is entered into deliver to the Company a copy of the clauses or provisions prescribed or required as aforesaid.

The SECOND SCHEDULE hereinbefore referred to.

1. The costs incurred by the Corporation in connection with the purchase or sale of any investment of sinking fund.

2. Any amount which the Corporation pay to the Inland Revenue authorities for stamp duty for or in respect of the issue or purchase and with the consent of the Company for and in respect of the transfer of any stock issued by the Corporation for the purposes of this agreement.

3. Any expenses reasonably incurred by the Corporation in respect of the payment of additional remuneration to the town clerk or the borough treasurer of the borough or to any member of the regular staff in their respective departments or in respect of additional staff in the said departments for the performance of any work necessitated by reason of or consequential on the carrying out of the terms of this agreement or the said lease subject to any such expenditure which is likely to exceed the sum of £50 in any one quarter of the year being submitted to the Company for their reasonable approval.

4. The reasonable costs and expenses of the Corporation of or in connection with or incident to the borrowing of moneys under the Act of 1929 and the repayment of money so borrowed.

5. Any rates and taxes which the Corporation may be liable to pay under section 133 of the Lands Clauses Consolidation Act 1845.

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

The common seal of the LONDON AND NORTH EASTERN RAILWAY COMPANY was hereunto affixed in the presence of } L.S.

P. J. DOWSETT
Assistant Secretary.

A.D. 1929.

The common seal of the MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF GRIMSBY was hereunto affixed in the presence of

L.S.

M. G. SMITH
Mayor

JOHN W. JACKSON
Town Clerk.

THE THIRD SCHEDULE.

"Confirmation of scheduled agreement and other provisions with respect thereto and vesting of dock undertaking in the Company."

"Power to borrow."

"Suspension of payments into sinking fund."

"Application of certain provisions of existing Acts."

"As to redemption of stock by drawings."

"Consolidated loans fund."

"Investment of and payments into sinking fund and loans fund."

"Period for repayment of loans under the Municipal Corporations Act 1882."

"As to section 234 of Public Health Act 1875."

"Interest on mortgages held jointly."

"Receipt in case of persons not sui juris."

"Application of revenue and payment of expenses of undertakings."

"Application of Electricity (Supply) Act 1926."

"Accounts."

"Reserve funds."

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