CHAPTER clxi.

An Act to confer further powers upon the London and North Eastern Railway Company to revive the powers and extend the time for the compulsory purchase of certain lands to abandon certain works to make provision with reference to the rates and charges which may be levied at certain harbours docks and piers of the Company and for other purposes. A.D. 1930.

[1st August 1930.]

WHEREAS it is expedient that the period now limited for the compulsory purchase of certain lands by the London and North Eastern Railway Company (in this Act referred to as "the Company") should be extended as provided by this Act:

And whereas it is expedient that the acquisition of certain lands or of the interest therein already acquired jointly by the Company and the London Midland and Scottish Railway Company should be sanctioned and confirmed:

And whereas it is expedient that provision should be made as in this Act contained with respect to the continuance in force of the rates dues and charges which the Company are now entitled to demand levy take and recover at the harbours docks and piers belonging to the Company:

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And whereas the Company are the owners of a dock undertaking at Hull including the Queen's Dock which dock is no longer required for the purposes for which it was authorised:

And whereas the Company have entered into an agreement with the lord mayor aldermen and citizens of the city and county of Kingston-upon-Hull with respect to the sale by the Company to the said corporation of part of the site of the said dock for public purposes and it is expedient that the Company should be authorised to abandon and discontinue the said dock and that the said agreement should be confirmed:

And whereas the lock leading from the river Humber into the Alexandra Dock of the Company at Grimsby is now disused and it is expedient that the said lock should be closed:

And whereas it is expedient that the Company should be authorised to abandon and discontinue the Company's docks and wharves at Connahs Quay in the county of Flint:

And whereas it is expedient that powers should be conferred upon the Company to regulate the use of and navigation upon the several canals and navigations of which the Company are owners or lessees:

And whereas it is expedient that the other powers in this Act contained should be conferred:

And whereas it is expedient that the Company should be empowered to apply their funds to the purposes of this Act and to the general purposes of their undertaking:

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

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

Short title.

1. This Act may be cited for all purposes as the London and North Eastern Railway (General Powers) Act 1930.

Incorporation of Part of Act.

2. The provisions of Part II (relating to extension of time) of the Railways Clauses Act 1863 so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act.

Confirmation of purchase of lands &c. by Company and London Midland and Scottish Railway Company.

3. The Company and the London Midland and Scottish Railway Company jointly may hold use and appropriate for the purposes of their undertakings (including garages workshops and other purposes of road transport traffic) the following lands and properties or the interests therein which have already been acquired by them and the expenditure of money by those companies respectively in or in connection with the purchase or acquisition thereof or the works and buildings on the said lands is hereby sanctioned and confirmed (that is to say) :—

In the county of Nottingham—

(1) Lands in the urban district of Worksop fronting Central Avenue Hardy or High Street and Allen Street with the garage and premises erected thereon;

(2) Lands in the parish of Harworth in the rural district of Worksop being the western portion of the enclosure numbered 76 on the 1/2500 Ordnance map of that parish (2nd edition 1899);

(3) Lands in the borough of Mansfield on the east side of and fronting the Chesterfield Road between points about 51 yards and 92 yards south of Crow Hill Drive and extending east from the said road for a distance of about 83 yards;

(4) Lands in the borough of East Retford being the premises known as Nos. 17 19 and 23 Moorgate Retford.

In the county of Derby—

(1) Lands in the parish of Tibshelf in the rural district of Blackwell on the south side of and fronting the Mansfield main road being part of the enclosure numbered 311 on the 1/2500 Ordnance map of that parish (edition of 1917);

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(2) Lands in the borough of Chesterfield on the east side of and fronting the road known as Brimington Road or Tapton Lane and bounded on the north in part by the river Rother;

(3) Lands in the parish of Clown in the rural district of Clown on the north side of and fronting the highway leading from Barlborough to Cresswell with the garage and premises erected thereon;

(4) Lands in the parish of Ault Hucknall in the rural district of Blackwell at the junction of the High Road leading from Chesterfield to Mansfield and Nelson Street with the garage and premises erected thereon.

In the west riding of the county of York—

Lands in the parish of Dinnington in the rural district of Kiveton Park on the north-east side of Howard Street near Lordens Hill with the garage and premises erected thereon.

As to private street expenses in certain cases.

4.—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act (*a*) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (*b*) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

(2) The expenses incurred by any urban authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban authority by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban authority.

(3) In the event of the Company subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay to the urban authority the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay.

(4) The urban authority shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban authority less the costs and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive.

(5) This section shall not apply to any street existing at the passing of this Act.

Application of section 43 of Act of 1923 and section 71 of Act of 1924.

5. The provisions of section 43 of the London and North Eastern Railway Act 1923 (which authorises the leasing &c. of lands and premises purchased or acquired by the Company and others prior to the passing or under the powers of that Act) and of section 71 of the London and North Eastern Railway Act 1924 (which authorises the building &c. on and over lands acquired or held by the Company under the powers of that Act or any previous Act) shall extend and apply to any lands or premises acquired or held under the powers of this Act.

Revival of powers for purchase of certain lands.

6. The powers conferred upon the Company by the London and North Eastern Railway Act 1925 for the compulsory purchase of lands in the parishes of South Normanton and Blackwell in the rural district of Blackwell in the county of Derby for the purposes of the railway (No. 6) authorised by the said Act of 1925 are hereby revived and may be exercised by the Company until the first day of October one thousand nine hundred and thirty-three but on that date the powers for such compulsory purchase shall cease except so far as such powers shall have then been exercised.

Dock rates and charges.

7.—(1) Notwithstanding anything contained in the Harbours Docks and Piers (Temporary Increase of Charges) Acts 1920 to 1922 or section 3 of the London and North Eastern Railway Harbours Docks and Piers (Temporary Increase of Charges) Order 1929 (in this section referred to as "the Order of 1929") the provisions of sections 1 and 2 of the Order of 1929 shall subject as in this section

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provided remain and continue in force after the first day of October one thousand nine hundred and thirty.

(2) The Company shall keep open for public inspection at their principal office at every harbour dock or pier mentioned in Schedule I to the Order of 1929 the book or list specifying the rates dues and charges to which the Order of 1929 relates and which were in operation at such harbour dock or pier on the thirty-first day of December one thousand nine hundred and thirteen (or as regards the King George Dock at Hull on the first day of June one thousand nine hundred and fifteen) and the conditions attaching to any such rates dues and charges.

(3) If it is represented by application in writing to the Minister of Transport (in this section referred to as "the Minister")—

(*a*) by any chamber of commerce or shipping or any representative body of traders or any dock or harbour authority or any person who in the opinion of the Minister is a proper person for the purpose; or

(*b*) by the Company;

that under the circumstances then existing the authorised rates dues and charges or any of them should be revised the Minister may if he thinks fit at any time after the first day of October one thousand nine hundred and thirty make an order revising the authorised rates dues and charges referred to in the application or any of them and may fix the date as from which such order shall take effect and thenceforth such order shall remain in force until the same expires or is revoked or modified by a further order of the Minister made in pursuance of this section Provided that before making an order under this section the Minister shall cause an inquiry to be held with reference thereto in pursuance of the Board of Trade Arbitrations &c. Act 1874 as applied by this section.

(4) On any application being made to the Minister under this section he may require the Company to show cause why the rates dues and charges to which such application relates should not be submitted for revision to the body or persons holding an inquiry for the purposes of this section and the applicant shall have access to any information furnished to the Minister by the Company when showing cause.

(5) The provisions of Part I of the Board of Trade Arbitrations &c. Act 1874 shall apply for the purposes of subsection (3) of this section—

(*a*) as if the Minister were referred to therein in lieu of the Board of Trade;

(*b*) as if the person or persons duly authorised to hold any inquiry thereunder were the rates advisory committee constituted under the Ministry of Transport Act 1919 or any sub-committee thereof to which the said advisory committee may under section 2 of the Harbours Docks and Piers (Temporary Increase of Charges) Act 1920 have delegated their powers or in the event of the said advisory committee ceasing to exist some persons with similar qualifications to be appointed for the purpose by an order of the Minister under section 2 of the said Act of 1874; and

(*c*) as if in section 4 of the said Act of 1874 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."

(6) An application made to the Minister under this section shall be accompanied by such information and particulars as the Minister may consider relevant certified in such manner as he may require and the Minister and the body or persons holding an inquiry for the purposes of this section may call for such information documents and accounts as they may consider relevant and may hear such witnesses as they shall think fit and shall have power to take evidence on oath and for that purpose may administer oaths.

(7) It shall be the duty of any applicant or objectors furnishing any information particulars documents or accounts accompanying any application under this section or accompanying any objection thereto or called for either by the Minister or by the body or persons holding an inquiry for the purposes of this section to call evidence at the inquiry in support of such information particulars documents or accounts.

(8) The Minister or the body or persons holding an inquiry for the purposes of this section in considering

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any proposed modification of any rates dues or charges may take into consideration among other matters the effect which such modification would be likely to have upon the rates dues and charges levied or made or the traffic dealt with at any other harbour dock or pier whether forming part of the undertaking of the Company or not.

(9) Any chamber of commerce or shipping or any representative body of traders or any dock or harbour authority or any person who in the opinion of the Minister is a proper person for the purpose shall if they or he or the interests they represent or he represents are directly affected thereby or any dock or harbour authority who appear to the Minister to be likely to be affected by the decision on the application shall be entitled to be heard on any application to increase or reduce rates dues or charges.

(10) Where upon an application for revision of authorised rates dues and charges or an authorised rate due or charge an order has been made or the Minister has decided not to make an order no further application for a revision of the rates dues and charges or rate due or charge to which the application related shall be made within twelve months from the date of such order or decision as the case may be.

(11) This section shall not extend to Scotland.

Closing of Queen's Dock Hull and sale to Hull Corporation.

8. Subject to the provisions of this Act—

(1) The agreement made the twenty-sixth day of February one thousand nine hundred and thirty between the Company of the one part and the lord mayor aldermen and citizens of the city and county of Kingston-upon-Hull (in this section referred to as "the corporation") of the other part as set forth in the schedule to this Act is hereby confirmed and made binding on the parties thereto:

(2) The Company may abandon the dock (known as the Queen's Dock) at Kingston-upon-Hull authorised by the Kingston-upon-Hull Dock Act 1774 and thereupon all powers and obligations conferred or imposed upon the Company with respect to or in connection with the said dock shall cease:

(3) Section 18 of the Kingston-upon-Hull Dock Act 1774 and so much of subsection (3) of section 26 and of subsection (4) of section 27 of the North Eastern Railway (Hull Docks) Act 1893 as relates to the ingress and egress into and from the said Queen's Dock from and into the river Hull or to the access to or from such dock by way of the said river are hereby repealed:

(4) Subject to the provisions of the said agreement and notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to the said dock the Company may retain use and appropriate for the general purposes of their undertaking the whole or such part as they may think fit of the lands and property forming the site of or acquired in connection with the said dock or may sell lease or otherwise dispose of such lands and property in such manner at such time or times to such person or persons and on such terms and conditions as they may think fit:

(5) Any expenses incurred by the corporation under or in pursuance of the said agreement shall be deemed to be expenses incurred in the execution and under and for the purposes of the Public Health Act 1875:

(6) The provisions of the sections of this Act of which the marginal notes are respectively "Works below high-water mark not to be constructed without consent of Board of Trade" "Abatement of works abandoned or decayed" and "Provision against danger to navigation" shall as respect any works executed or powers exercised by the corporation in pursuance of the said agreement apply and have effect as if the corporation had been referred to in the said sections respectively instead of the Company.

Closing of lock at Alexandra Dock Grimsby.

9. Subject to the provisions of this Act—

(1) The Company may abandon close and fill in the lock leading from the river Humber into the Alexandra Dock at Grimsby authorised

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by the Act 36 George III. cap 98 and thereupon all powers and obligations conferred or imposed upon the Company with respect to or in connection with the continuance of the said lock shall cease and so much of section 15 of the said Act as requires the Company to erect or maintain the said lock or works and buildings in connection therewith is hereby repealed:

(2) Notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to the said lock the Company may retain use and appropriate for the general purposes of their undertaking the whole or such part as they may think fit of the lands and property forming the site of or acquired in connection with the said lock.

Abandonment of Connahs Quay Docks &c.

10. Subject to the provisions of this Act—

(1) The Company may abandon the maintenance and use of all or any part or parts of their docks wharves and quays at Connahs Quay and thereupon all powers and obligations conferred or imposed upon the Company with respect to or in connection with the said docks wharves and quays shall cease and section 40 (Company may charge for loading and unloading coals &c. at Connahs Quay) of the Buckley Railway Act 1860 is hereby repealed:

(2) Notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to the said docks wharves and quays the Company may retain use and appropriate for the general purposes of their undertaking the whole or such part as they may think fit of the lands and property forming the site of or acquired in connection with the said docks wharves and quays so abandoned or may sell lease or otherwise dispose of such lands and property in such manner at such time or times to such person or persons and on such terms and conditions as they may think fit.

Abatement of works abandoned or decayed.

11.—(1) Where any work constructed by the Company under or in pursuance of 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 of ordinary spring tides is abandoned or suffered to fall into decay the Board of Trade may by notice in writing either require the Company at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides 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 said Board 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 of ordinary spring tides 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 Company 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 Company and the amount of such expense shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

Provision against danger to navigation.

12.—(1) In case of injury to or destruction or decay of any work or any part thereof constructed by the Company under or in pursuance of the powers of this Act so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of Trinity House of Deptford Strond and shall apply to that Corporation for directions as to the means to be taken.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on

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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.

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

13. The Company shall not under or in pursuance of the powers of this Act construct 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 of ordinary spring tides any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of in writing under hand as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any alteration or extension the like consent or approval If any work be commenced altered extended or completed by the Company 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 and charge of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

Provisions as to abandoned works.

14. The provisions of the sections of this Act the marginal notes of which are "Abatement of works abandoned or decayed" and "Provision against danger to navigation" shall apply to any works which the Company by this Act are authorised to abandon.

As to section 102 of Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893.

15. Section 102 (Certain lands not to be built upon) of the Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893 shall cease to apply and have effect as regards any garden or other open ground referred to in that section on the determination of any existing lease or tenancy thereof:

Provided that the Company shall not build or permit any other person to build on any part of the land referred to in that section without the consent of the London

County Council being first obtained which consent shall not be unreasonably withheld.

Canal byelaws.

16.—(1) Notwithstanding anything in any Act relating to any canal of the Company the Company may from time to time make such byelaws as they shall think fit for all or any of the following purposes (that is to say) :—

For regulating the use of the canal and the premises of the Company;

For determining the description size construction and equipment of vessels that may be used on the canal or on specified parts thereof and the means by which and the conditions on which such vessels may be navigated and used;

For regulating the conduct of all persons as well the servants of the Company as others who shall be on the canal and the premises of the Company;

For regulating requiring or prohibiting the use of fires and lights on the canal and the premises of the Company and on or within any vessel being on or near the canal;

For preventing damage or injury to the canal or the premises of the Company or to any vessel or goods on the canal or the premises of the Company.

(2) Such byelaws may be made applicable to all or any of the canals belonging or leased to or controlled by the Company or to such parts thereof as the Company may prescribe and may provide for imposing a penalty not exceeding five pounds for the breach or non-observance of any of the byelaws which may be recovered in manner directed by the Summary Jurisdiction Acts.

Exemption of vessels in His Majesty's service &c. from control.

17.—(1) Nothing in this Act contained shall extend to charge with rates or duties or to regulate or subject to any control any vessel belonging to or employed in the service of His Majesty His heirs and successors or any member of the Royal Family or in the service of the Customs and Excise or of the Corporation of Trinity House of Deptford Strond or the Commissioners of Northern Lights using any canal of the Company and not conveying goods for hire or any vessel employed by or under the Post Office for the conveyance under contract

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of postal packets (as defined by the Post Office Act 1908) and not conveying passengers or goods for hire or any mail bag (as defined by the same Act) conveyed by any vessel whatsoever or any of the officers or persons employed in the service of the Admiralty Ordnance Customs Excise or Post Office or their baggage or any vessel or goods being under seizure by the officers of revenue or any naval victualling or ordnance stores or other stores or goods for the service of or being the property of His Majesty or any troops landed upon or delivered or disembarked from any of the quays of any such canal or their baggage Provided always that if any person claim and take the benefit of any such exemption as aforesaid without being entitled thereto he shall for every such offence be liable to a penalty not exceeding ten pounds.

(2) Nothing in this Act or any Act incorporated herewith contained shall extend to alienate defeat vary lessen abrogate or prejudice any estate right title interest prerogative royalty jurisdiction or authority of or appertaining to the King's most Excellent Majesty His heirs or successors nor to abridge vary or abrogate any of the powers or authorities by law vested in the Lords of the Admiralty or in the Commissioners of Customs and Excise Woods and Forests Crown Lands and Works in relation to the possessions and land revenues of His Majesty in right of His Crown or otherwise howsoever.

Application of certain provisions of Hackney Carriage Act 1831 to station premises.

18. Any premises comprising a railway station of the Company and the precincts thereof and the approaches thereto which are situate within the limits of the London Hackney Carriage Act 1831 as amended by subsequent Acts shall be deemed for the purposes of section 35 of that Act to be a street or place.

Power to Company to apply funds.

19. The Company may appropriate and apply to all or any of the purposes or objects of this Act being purposes to which capital is properly applicable any of the moneys which they have raised or are authorised to raise and which may not be required for any purpose to which they are made specially applicable.

Application of section 84 of Act of 1924.

20. Section 84 (Redeemable preference and debenture stock) of the London and North Eastern Railway Act 1924 shall extend and apply to any redeemable preference

stock and debenture stock of the Company which may from time to time be issued by the directors of the Company in pursuance of any Act of Parliament.

Notice of candidature for office of director.

21. Except in the case of a director retiring by rotation and offering himself or being proposed for re-election or except in the case of a director being elected by the board of directors to fill a casual vacancy no person shall be capable of being elected a director of the Company unless notice in writing that such person intends to offer himself or will be proposed for the office of director shall have been given to the secretary of the Company or left at the office of the Company twenty-one days at least before the day of election.

Provision as to general railway Acts.

22. Nothing in this Act contained shall exempt the Company or their railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Crown rights.

23. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of 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.

Costs of Act.

24. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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The SCHEDULE referred to in the foregoing Act.

Stamp

One hundred and forty-six pounds fifteen shillings.

AN AGREEMENT made the twenty-sixth day of February nineteen hundred and thirty between THE LONDON AND NORTH EASTERN RAILWAY COMPANY (hereinafter called "the Company") of the one part and THE LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY AND COUNTY OF KINGSTON-UPON-HULL (hereinafter called "the Corporation") of the other part whereby it is agreed as follows:—

1. Subject to clause 12 hereof the Company shall sell and the Corporation shall purchase at the price of one hundred and seventeen thousand pounds:

First all that the Queen's Dock Estate of the Company situate at Kingston-upon-Hull aforesaid consisting of the lands and property containing in the whole 22·3 acres or thereabouts (be the same more or less) delineated upon the plan hereto annexed and thereon edged green and the spaces covered by water being also edged blue thereon and comprising the Queen's Dock and Queen's Dock Basin and the wharves quays warehouses and buildings connected therewith including the buildings known as "Queen's Dock Chambers" "Dock Office Chambers" and "Oriental Buildings."

Secondly all that strip of land containing 50 square yards or thereabouts situate abutting upon Whitefriargate in Kingston-upon-Hull aforesaid and partly covered by the waters of the Princes Dock and more particularly delineated upon the said plan and thereon coloured green The said premises first and secondly hereinbefore described are hereinafter where not repugnant to the context included in the expression "the property."

Thirdly all the estate and interest of the Company in the mines and minerals lying and being within and under the property.

2. There shall be excepted and reserved to the Company out of the sale hereby agreed to be made—

(*a*) Full and free right of access for the Company their servants and workmen and all others authorised by them at all times and for all purposes to and from the Company's dock offices in Queen Victoria Square shown upon the said plan over the roadways or open space

on the easterly and south-easterly sides of the said offices and full and free right of frontage for the Company and their successors in title to the said roadways or open space :

(*b*) The existing lavatories and hatchways constructed under New Cross Street in the position shown and marked "Lavatories and Hatchways" upon the said plan and also the hatchway and passage constructed on the easterly side of the Company's said dock offices in the position indicated by the letter "A" and also marked "Hatchway and Passage" upon the said plan (such respective hatchways and passage having been constructed for the purpose of giving access to and from the basement of the said offices) together with full and free right and liberty for the Company their servants and workmen and all others authorised by them at all times hereafter to maintain repair reconstruct alter enlarge renew and use the said lavatories hatchways and passage respectively :

(*c*) Full and free right and liberty to maintain the existing hydraulic mains laid in the property and with the prior consent in writing of the Corporation under the hand of their town clerk for the time being (which consent shall not be unreasonably withheld) from time to time to lay down in or under any part of the property any additional hydraulic mains and to repair and use and when necessary renew the said existing and additional mains and for the purposes aforesaid to enter upon any part of the property without payment of any compensation the Company nevertheless making good any damage thereby occasioned to the property :

(*d*) Full and free right for the Company and all persons and corporate bodies claiming under them to maintain reconstruct alter enlarge renew and use all such pipes sewers drains wires works and cables as are or may be laid through and under the property for whatsoever purpose such pipes sewers drains wires works or cables are or may be used or required and of whatsoever description they may be :

(*e*) Full and free right for the Company at any time and from time to time to erect repair use and when necessary renew overhead telegraph or telephone wires or cables over the property and subject to the consent in writing of the Corporation under the hand of their town clerk for the time being (which consent shall not be unreasonably withheld) standards or posts in connection therewith over and upon any part of the property.

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3. Part of the property was granted by the Crown to the Company's predecessors by virtue of an Act of 14 Geo. III cap. 56 (1774) (being the Act authorising the construction of the Queen's Dock) subject to the payment of the yearly rent of five shillings to the Crown in lieu of all rents services and duties whatsoever The remainder of the property was conveyed or assured to the Company's predecessors in fee simple by virtue of divers deeds dated between the years 1775 and 1817 a conveyance dated the 29th day of August 1865 and a conveyance from the Crown dated the 21st day of May 1895 The Company will convey the property to the Corporation for an estate in fee simple or (as regards the lands granted by the said Act of 1774) for all such estate as the Company are enabled to convey.

4. The Corporation shall be entitled at the expense of the Company to an abstract of the Company's title to the property commencing with the said Act of 1774 and the said conveyances and the Corporation shall accept the said title as unquestionable without making any objection thereto or requisition thereon but the Company will if required at their own expense furnish to the Corporation a statutory declaration by their surveyor that the Company or their predecessors have been in undisturbed possession or receipt of the rents and profits of the whole of the property for twenty years and upwards last past.

5. The property is sold and will be conveyed subject to all incidents of tenure and to all public or private rights of way and other rights and easements if any affecting the same In particular the property is sold subject to the payment of the yearly rent of five shillings payable to the Crown as mentioned in clause 4 hereof if and so far as such rent is still subsisting.

6. The property is subject to the leases or agreements as to tenancy or otherwise of which short particulars are contained in a list which has been signed in duplicate for the purpose of identification by I. Buchanan Pritchard the chief legal adviser for and on behalf of the Company and by J. R. Howard Roberts the town clerk for and on behalf of the Corporation and the property is sold subject to and with the benefit of the same Counterparts or copies of the said leases or agreements will be produced if desired to the town clerk for inspection and whether he inspects the same or not the Corporation shall be deemed to have full notice of the contents of all such documents In any case in which there is no written agreement of tenancy the Corporation shall be satisfied with such evidence of the terms of the tenancy as the Company may be able to supply and shall take subject to such terms whatever they may be The Corporation shall also be deemed to have full notice of the state of all the property as to repairs insurance and all other matters.

7. The purchase money shall be paid by the Corporation to the Company by the instalments and at the times hereinafter mentioned (namely) :—

	£
(1) Within fourteen days after the date when the Act to be obtained by the Company as mentioned in clause 12 hereof (which Act is hereinafter referred to as "the special Act") shall receive the Royal Assent the sum of - - - - - - - - -	11,700
(2) At the expiration of one year from the date of such Royal Assent the further sum of -	42,000
(3) At the expiration of two years from the date of such Royal Assent the further sum of -	43,300
(4) And upon the completion by the Company of the filling in of part of the Queen's Dock as mentioned in clause 1 of the schedule hereto the balance of - - - - - -	20,000
	£117,000

8. The Company shall retain the possession of the property and the receipt of the rents and profits thereof and shall bear all outgoings in respect thereof until the expiration of one year from the date of such Royal Assent after which date the Corporation shall be entitled to such possession and receipt of rents and profits and shall bear all such outgoings and shall also be liable for and bear all expenses necessary for repairing and maintaining the property and from such date until the completion of the purchase the Corporation shall pay to the Company interest on the part of the purchase money for the time being remaining unpaid at the rate of five per cent. per annum such interest to be paid on the respective days hereinbefore appointed for payment of the remaining instalments of purchase money and the last payment to be made on the date of such completion of the purchase.

9. Upon payment of the last of the said instalments of purchase money with interest as aforesaid the Corporation shall be entitled to a proper assurance of the property from the Company and all other necessary parties (if any) such assurance to be prepared by and at the expense of the Corporation Such assurance shall contain all such exceptions reservations covenants and provisions as may be proper for giving effect to the clauses of this agreement except so far as the same shall then have been performed Such assurance shall also contain a covenant by the Corporation with the Company not at any time thereafter to use or permit or suffer to be used for any other purposes than

A.D. 1930. for the construction of public shelters band stands or public monuments above the present quay level and of buildings below quay level and for an open space and street or streets for public use an area comprising not less than 75 per cent. of the portion which is hatched blue upon the said plan of the part of the Queen's Dock which is at present covered by water Provided that nothing herein contained shall limit or affect the right of the Corporation to develop in any way whatsoever or to sell or lease for any purpose whatsoever the whole or any part or parts of the said Queen's Dock Estate not at present covered with water and that portion of the said dock and the Queen's Dock Basin and the locks connected therewith which is at present covered with water and is not hatched blue on the said plan or to develop in any way whatsoever or to sell or lease for any purpose whatsoever any part or parts not exceeding in the aggregate 25 per cent. in area of the portion of the said dock at present covered with water and hatched blue on the said plan Provided always that notwithstanding anything hereinbefore contained the Corporation shall not in any event use or permit or suffer to be used any part of the property for any purpose which might in the opinion of the Company's chief engineer for docks for the time being (hereinafter and in the schedule hereto referred to as "the docks engineer") endanger or be likely to endanger the safety and security of any adjoining property of the Company.

10. If the Corporation shall make up pave curb channel and drain the streets known as Vernon Street and New Cross Street shown upon the said plan (the site and soil whereof is hereby agreed to be sold) the same shall be done without expense to the Company and the Corporation will as from the date of the Royal Assent to the special Act adopt the same as highways repairable by the inhabitants at large.

11. The agreements and provisions set out in the schedule hereto shall have effect and be binding upon the Company and the Corporation.

12. This agreement is conditional upon the Company obtaining in the present session of Parliament an Act containing powers enabling the Company to abandon and discontinue their Queen's Dock at Kingston-upon-Hull aforesaid and also enabling the Company to sell and the Corporation to purchase by agreement the site of the said dock and the adjoining property hereinbefore described freed and discharged from all subsisting restrictions upon the user thereof and also containing such provisions as in the opinion of the Company shall be sufficient for the purposes aforesaid and is also conditional upon the Corporation obtaining the necessary sanction to enable them to borrow the capital moneys required for the purposes of this agreement and if such Act shall not be passed or such sanction

shall not be obtained the preceding clauses of this agreement including the said schedule shall be void The Corporation shall at their own expense if requested by the Company support by evidence or otherwise the application of the Company to Parliament for the said powers.

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

The SCHEDULE before referred to.

1. The Company shall at their own expense deposit in the dock (which expression shall be deemed to include the water space of the Queen's Dock aforesaid and also the locks shown upon the said plan but not the Queen's Dock Basin) as filling a quantity of material (to be obtained from the maintenance dredgings removed by the Company from the Town Docks or from any other source convenient to the Company) equivalent to 75 per cent. of the volume of the dock between the bottom of the dock and the coping level According to the information at present available this percentage of the volume of the dock will be equivalent to approximately 310,000 cubic yards but the actual quantity shall be ascertained by soundings to be taken jointly by the Company and the Corporation prior to commencing the filling operations In depositing such filling the Company will take steps to arrange that it shall be reasonably distributed Such filling shall be completed by the Company with all reasonable dispatch and in any event within four years from the date of the Royal Assent to the special Act Before commencing such filling the Company shall at their own expense deposit in the locks of the Queen's Dock such a quantity of material in bags or otherwise as in the opinion of the docks engineer shall be necessary to block up the westerly end of the Queen's Dock and the lockpit at the eastern end of the Queen's Dock Provided always that the Company shall not in any event be liable under this clause to deposit a greater quantity of material than 310,000 cubic yards and shall not be deemed to warrant the suitability of such material for the purpose of filling or that the said quantity of material will when consolidated be equivalent to the said percentage of the volume of the dock Provided further that if at any time during the said period of four years the Corporation shall desire to exclude any portion of the said dock from such filling operations so far as the same shall not then have been completed they shall be at liberty to give 14 days' notice in writing to the Company specifying the portion to be so excluded and upon the Corporation carrying out at their own

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expense such work as the docks engineer may consider necessary to effect such exclusion the Company shall thereupon cease to deposit filling in such portion but shall deposit in the remaining portion of the said dock an amount of filling equivalent to the amount saved in respect of such excluded portion of the said dock Provided nevertheless that the quantity of material to be deposited by the Company as aforesaid shall not be affected and that the Corporation shall repay to the Company any additional expense which they may incur by reason of such alteration in the method of filling.

2. For the purpose of ascertaining from time to time the quantity of filling material deposited by the Company in the dock as aforesaid the "hopper tonnage" shall be accepted by the Corporation and one cubic yard of filling shall be deemed to weigh 1·93 hopper tons This weight is based on the assumption that one cubic yard of solid filling weighs 1·35 tons and that the solid measurement is 70 per cent. of hopper measurement.

3. Simultaneously with such deposit of filling by the Company the Corporation shall at their own expense use their best endeavours to deposit in the dock a quantity of suitable filling material equivalent to the remaining 25 per cent. of the volume of the dock and shall complete and level off such filling within 4 years from the date of the passing of the special Act.

4. In the event of the Corporation being unable to obtain the necessary material to enable them to complete the filling referred to in the preceding clause within the period therein mentioned the Company will if requested by the Corporation use their best endeavours to complete such filling with all reasonable dispatch and by means of the materials and in the manner mentioned in clause 1 of this schedule which shall (mutatis mutandis) apply accordingly but the Company shall not be bound to carry out any levelling Upon the completion of any work carried out by the Company under this clause the Corporation shall pay to the Company a sum equal to the amount of the cost actually incurred by the Company in executing the same and in dealing with and disposing of any spill water Provided always that a deduction shall be made therefrom of a sum equal to the cost which would have been incurred by the Company if such additional filling had been deposited by them at the recognised Humber deposit grounds.

5. The Corporation shall at their own expense take all necessary steps for diverting or otherwise dealing with all drainage sewerage and/or sluicing facilities at present flowing into or out of the dock or the Queen's Dock Basin which may be interfered with by the execution of the works provided for

in this agreement or of any other works carried out by the Corporation upon the property and shall indemnify and keep the Company indemnified from and against all liability in respect of any such interference with drainage sewerage and/or sluicing facilities.

6. The existing bridges adjoining the dock as shown upon the said plan together with the hydraulic machinery in connection therewith shall be excluded from the sale and shall be taken down by and removed at the cost of the Company with all reasonable dispatch after the Corporation shall have provided the alternative roads hereinafter mentioned and all materials recovered shall belong to the Company Provided always that the Corporation shall at their own expense with all reasonable dispatch construct complete and finish before the Company commence the taking down and removal of the said respective bridges a good and sufficient alternative road in lieu of the existing Whitefriargate Bridge and a good and sufficient alternative road in lieu of the existing bridge at the eastern end of the dock and the Company shall not be under any responsibility with respect to any interruption of or interference with traffic which may occur through or in consequence of the taking down and removal of the said bridges and the construction of the said alternative roads The Corporation shall themselves fill in the machinery pits connected with both the said bridges after the Company shall have removed the machinery therefrom and the Company shall on the completion of such filling pay or allow to the Corporation a sum equal to one half the cost of such filling with ordinary filling material but the Company shall not be liable to contribute to the cost of any special filling required by the Corporation.

7. The Corporation shall after the date of the Royal Assent to the special Act at their own expense and to the satisfaction in all respects of the docks engineer with all reasonable dispatch construct and at all times thereafter maintain a good and sufficient permanent retaining wall across the lockpit between the Queen's Dock and the Prince's Dock and they may also if at any time hereafter they so desire construct at their own expense and thereafter maintain another good and sufficient retaining wall at the end of the Queen's Dock adjoining the harbour.

8. The Corporation shall hold harmless and indemnify the Company from and against all actions proceedings costs damages expenses claims demands or liability which the Company may incur or sustain in respect of any public or private nuisance occasioned or alleged to be occasioned through or in consequence of the deposit by the Company of any material in the dock in pursuance of the foregoing provisions or in respect of any accident (fatal or otherwise) damage or

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injury which may be sustained by any member of the public (which expression shall not include any employee or employees of the Company engaged on such deposit or on works the subject of or consequential upon this agreement) in the course of such deposit by the Company.

The common seal of the London and North Eastern Railway Company was hereunto affixed in the presence of } L.S.

P. J. DOWSETT
Asst. Secretary.

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

GRAHAM WILSON
Deputy Town Clerk.

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