CHAPTER cxxxvi.

An Act to confer additional powers upon the North Eastern Railway Company for the construction of new railways and other works and the acquisition of lands and for other purposes. [20th September 1909.]

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WHEREAS it is expedient that the North Eastern Railway Company (in this Act called "the Company") should be empowered to make and execute the new railways widening of railway and other works by this Act authorised and herein-after described and to acquire the lands in this Act described and that the other powers in this Act mentioned should be conferred on the Company:

And whereas plans and sections showing the lines and levels of the works by this Act authorised and plans of the lands by this Act authorised to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties and ridings within which the said works will be constructed and the said lands are situate which plans and sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference:

And whereas it is expedient that the period now limited for the compulsory purchase by the South Yorkshire Joint Line Committee of lands for and for the construction of the railway at Maltby authorised by the Great Northern Railway Act 1906 should be extended as provided by this Act:

And whereas it is expedient that the Company should be empowered to raise further capital and to apply their funds for

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the purposes aforesaid and for 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 North Eastern Railway Act 1909.

Incorporation of general Acts.

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

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845;

Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863;

The Companies Clauses Consolidation Act 1845;

Part II. (relating to additional capital) of the Companies Clauses Act 1863 as amended by subsequent Acts; and

The Harbours Docks and Piers Clauses Act 1847 except sections 12 33 and 82 thereof and the provisions thereof with respect to lifeboats and with respect to keeping a tide and weather gauge:

Provided that the expression "harbour dock or pier" in sections 14 24 and 28 of the Harbours Docks and Piers Clauses Act 1847 incorporated with this Act shall extend to all the staiths shipping places quays wharves docks piers jetties and works referred to in the sections of this Act of which the marginal notes are "Rates to be taken at staiths quays &c." and "Rates for persons landing or embarking at docks or quays of Company."

Interpretation.

3. In this Act unless there be something in the subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings and the expression "the railways" means the new railways and widening of railway by this Act authorised The

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

Protection of gas and water mains of local authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Power to Company to make railways.

5. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the railways herein-after described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking.

The railways herein-before referred to and authorised by this Act are—

In the county of Northumberland—

A railway (No. 1) 1 mile 2 furlongs 8 chains in length in the parishes of Ponteland Little Callerton and Darras Hall commencing by a junction with the Company's Ponteland Railway and terminating near Little Callerton Moor Farm:

In the county of Durham—

A railway (No. 3) 7 furlongs 5 chains 15 yards in length in the urban district of Whickham commencing by a junction with the Company's Derwenthaugh Branch and terminating on the southern foreshore of the River Tyne:

In the East Riding of the county of York—

A railway (No. 4) 4 furlongs 8 chains 15 yards in length in the county borough of Kingston-upon-Hull commencing near Stoneferry Road and terminating by a junction with the Company's Hornsea Branch;

A railway (No. 5) 1 mile 4 furlongs 4 chains 11 yards in length in the county borough of Kingston-upon-Hull

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and the parish of Preston commencing by a junction with the Company's Hull and Withernsea Railway and terminating near the southern boundary of Salt End Pasture;

A widening of the Company's Hull and Doncaster Railway 1 mile 2 furlongs 7 chains 11 yards in length in the parishes of Bellasize and Blacktoft commencing near Greenoak Level Crossing and terminating near Gilberdike Level Crossing.

Rates to be taken by Company.

6. The railways shall for the purposes of tolls rates and charges and for all other purposes whatsoever be part of the undertaking of the Company and the Company may demand receive and take in respect thereof for the conveyance of merchandise thereon (including perishable merchandise by passenger train) the maximum rates and charges authorised by the Railway Rates and Charges No. 15 (North Eastern Railway &c.) Order Confirmation Act 1892 and for the conveyance thereon of passengers and parcels by passenger train the rates and charges authorised by the North Eastern Railway Company's Act 1854 the North Eastern and Stockton and Darlington Railways Amalgamation Act 1863 the North Eastern Railway Company's (Pelaw and other Branches) Act 1865 and the North Eastern Railway Company's (New Lines) Act 1874:

Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Power to cross certain roads on the level.

7. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the widening of the Hull and Doncaster Railway by this Act authorised carry the same with a single line only whilst the said widening shall consist of a single line and afterwards with a double line only across and on the level of the public roads numbered on the deposited plans 13 and 26 respectively in the parish of Bellasize.

Imposing penalty if new railways

8. If the Company fail within the period limited by this Act to complete the new railways the Company shall be liable to a

penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in respect of which the penalty has been incurred is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the railway in respect of which such penalty has been incurred. A.D. 1909. not opened within period limited.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the railway in respect of which the penalty has been incurred by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

9. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway in respect of which the penalty has been incurred or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such railway and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. Application of penalty.

If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect

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of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the Company.

For protection of Tyne Improvement Commissioners.

10. For the protection of the Tyne Improvement Commissioners (in this section called "the Tyne Commissioners") the following provisions shall unless otherwise agreed in writing have effect:—

(1) Notwithstanding anything in this Act contained the provisions of the Harbours Docks and Piers Clauses Act 1847 with respect to the appointment of harbour-masters dock-masters and pier-masters and their duties shall not apply to the exercise of the powers of this Act with regard to the River Tyne:

(2) Notwithstanding anything contained in the section of this Act whereof the marginal note is "Power to dredge in Rivers Tyne and Humber" the deepening and other operations in the River Tyne authorised by that section shall be carried out under the superintendence and control of the Tyne Commissioners and so as not to make a greater depth than twenty-five feet at low water ordinary spring tides:

(3) The footbridge across the River Derwent to be constructed in connexion with the new and diverted footpath between Derwenthaugh and Dunston authorised by this Act shall throughout its span have a clear headway of not less than nine feet four inches above high water ordinary spring tides:

(4) The powers contained in the section of this Act whereof the marginal note is "Power to deviate in construction of works" shall not be exercised in respect of Railway No. 3 and the said footbridge across the River Derwent so as to contravene the provisions of this section:

(5) The staiths and other works by this Act authorised to be made and maintained on the foreshore or bed of the River Tyne shall be constructed of sufficient strength

and depth to admit of the ground immediately in front of them being removed from time to time by dredging or otherwise to a permanent depth of at least twenty-five feet below low water ordinary spring tides:

(6) Notwithstanding anything shown on the deposited plans and sections or contained in the deposited books of reference or in this Act the Company shall not construct any work of any description northward or riverward of the Tyne Commissioners' Deep Water Quay or River Line mentioned in subsection 2 of section 21 of the North Eastern Railway Act 1908 and previous Acts of the Company:

(7) All the operations of the Company under the powers of this Act in or about the construction maintenance or repair of or otherwise relating to the staiths and other works by this Act authorised to be made and maintained on the foreshore or bed of the River Tyne or in or about the construction maintenance or repair of or otherwise relating to the said footbridge across the River Derwent by this Act authorised shall be carried out by the Company to the reasonable satisfaction of the engineer of the Tyne Commissioners and so as in no way to obstruct impede or interfere with the free and uninterrupted use and safe navigation of the River Tyne and the River Derwent and the Company shall allow the Tyne Commissioners' engineer or any person or persons appointed by him from time to time and at any time or times either during the carrying out of the works in this subsection referred to or afterwards to inspect and survey all or any of such works and shall afford him and them all reasonable facilities for so doing:

(8) Before commencing any works authorised by this Act (not being merely works of maintenance or repair) in or over the bed or foreshore of the River Tyne or the River Derwent the Company shall submit to the Tyne Commissioners for their approval and deliver to the Tyne Commissioners for their use plans and sections thereof in duplicate and such works shall not be commenced unless and until the Tyne Commissioners shall have expressed their approval of such plans and sections in writing Provided that if the Tyne Commissioners do not within one month after the receipt

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thereof signify their disapproval thereof they shall be deemed to have duly approved of the same Provided further that the approval of the Tyne Commissioners shall not be unreasonably withheld and any question as to whether such approval has been unreasonably withheld shall be settled by a single arbitrator to be appointed in case of difference by the Board of Trade pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Arbitration Act 1889:

(9) All responsibility in connexion with the works whether of construction or maintenance or of damage caused thereby shall remain with the Company and the Tyne Commissioners shall not be liable for any damage or injury to the works caused by any of the operations of the Tyne Commissioners for the improvement of the River Tyne or the River Derwent or arising from the navigation of any craft vessel or dredger belonging to the Tyne Commissioners unless such damage or injury shall arise from the wilful or negligent conduct of the Tyne Commissioners or their agents or servants:

(10) All materials excavated from the bed or foreshore of the River Tyne or the River Derwent in the construction maintenance or removal of the works or any part thereof shall be removed by and at the expense of the Company and shall not be allowed nor shall any materials being or about to be used in the construction maintenance or removal of the works or any part thereof be allowed to fall or be washed into the River Tyne or the River Derwent.

For protection of corporation of Kingston-upon-Hull.

11. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the following provisions for the protection and benefit of the mayor aldermen and citizens of the city and county of Kingston-upon-Hull (in this section called "the corporation") shall unless otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say):—

(1) When constructing Railway No. 5 authorised by this Act the Company shall carry that railway over Hedon

Road by means of a bridge with a clear span of not less than fifty feet measured at right angles to the line of the road and with a clear headway of not less than sixteen feet three inches throughout the entire span and the Company shall not alter the level of the said road or any part thereof:

(2) If in consequence of the construction by the Company of Railway No. 4 it should be necessary or desirable to divert the sewer shown on the plan No. 1 signed by Robert Francis Dunnell on behalf of the Company and by Edwin Laverack on behalf of the corporation for the purpose of making it follow the line of any intended public road the Company shall on completion of such diversion pay to the corporation one third of the total cost of so diverting such sewer but such proportion shall not exceed one thousand pounds:

(3) Notwithstanding the construction of the said Railway No. 4 the corporation employees shall at all reasonable times and at the risk of the corporation be entitled to pass over the Company's railway and lands for the purposes of inspecting cleansing repairing maintaining and renewing the said sewer:

(4) The Company shall provide and maintain a suitable level crossing for the purpose of carrying the Sutton footpath and the Sutton Bank footpath across Railway No. 4 and the Humber Bank footpath across Railway No. 5:

(5) (A) The corporation may make and maintain at their own expense near to and within the city boundary a footpath and the bridge or bridges herein-after referred to of a clear width of not more than eight feet from Hessle Road to the Humber Bank footpath across the land of the Company on the line of or near to the New Cut Drain Such footpath shall be carried over any railways or sidings laid down or which may hereafter from time to time be laid down upon the said land by means of a bridge or bridges And the corporation shall at any time upon notice from the Company forthwith increase the length of such bridge or bridges or erect a new bridge or bridges for the purpose of so carrying such footpath over such

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railways or sidings The said footpath and bridge or bridges shall be constructed in such position and in accordance with such plans and specifications as may be agreed between the respective engineers of the Company and the corporation or as (failing agreement) may be settled by arbitration as herein-after provided;

(b) In the event of the Company at any time desiring to alter the position of the said footpath or of the said bridge or bridges by diverting them either eastwards or westwards within the city boundary or to vary the level of the said bridge or bridges or the position of any column pier or abutment or other support they shall be at liberty to do so at their own cost and may place the same in such other position within the said city boundary as may be agreed upon between the Company and the corporation or in default of agreement as may be settled by arbitration;

(c) The corporation shall erect and maintain an unclimbable fence of not less than seven feet in height on each side of the said footpath where such footpath is made across the land of the Company upon the level:

(6) (a) In the event of the corporation desiring within a period of four years from the date of the passing of this Act to acquire for the purpose of widening Hessle Road the land coloured red on the plan No. 2 signed by Robert Francis Dunnell on behalf of the Company and by Edwin Laverack on behalf of the corporation or any part of such land the Company shall sell the same to the corporation at a price which shall be settled (failing agreement) by arbitration under the provisions of the Lands Clauses Acts but in case the Company construct any buildings or works on the said land or any part thereof within the said period of four years the value of such buildings or works shall not be taken into account so as to enhance the price of the said land;

(b) If after the expiration of the said period of four years the Company desire to construct buildings upon any portion of such land or to sell or lease the same for the purpose of the construction of buildings upon

it or a portion of it and of such desire give written notice to the corporation the corporation shall intimate to the Company within three months of the receipt of such notice whether or not they desire to acquire the said land coloured red upon the said plan In the event of the corporation intimating their desire to acquire the said land the purchase shall be completed with all reasonable expedition and the corporation shall forthwith either widen Hessle Road to the extent of the land purchased or execute such works on such land as will provide reasonable and proper means of access over such land to the remaining land of the Company and in any case the corporation shall carry out the widening to the extent of the land purchased within seven years of the date of the purchase;

(c) The Company shall not be liable to pay any street making expenses in respect of the land purchased under this subsection and made part of the highway:

(7) (A) In the event of the corporation applying to the Board of Trade or Parliament in any future session for powers to extend their tramway system along Hessle Road and to carry the same over the Company's railway on the level the Company will not oppose such application except so far as may be necessary to secure the insertion in the Provisional Order or Bill of clauses for their protection so far as regards such level crossing;

(B) If the corporation after having laid their tramway along Hessle Road and over the Company's railway on the level give notice to the Company under section 25 of the North Eastern Railway (Hull Docks) Act 1893 requiring the Company to apply to Parliament for power to abolish the Hessle Road Level Crossing and to substitute therefor a bridge the corporation shall bear any increase in the cost of the construction of such bridge consequent upon the existence of the tramway over the level crossing;

(c) Nothing contained in this Act shall prejudice or affect the operation of section 11 (For benefit and

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protection of Hull Corporation) of the Hull Joint Dock Act 1906:

(8) Any difference arising between the Company and the corporation under this section (other than a difference arising under subsection (6) (A)) shall be determined (except where otherwise herein provided) by arbitration in accordance with the provisions of the Arbitration Act 1889.

As to repair of roads where level not permanently altered.

12. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road highway or approaches is permanently altered so as to increase the gradient.

Railways abutting on but not communicating with streets not to be chargeable with private street expenses.

13. 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 for the purposes of the new railways and widening by this Act authorised 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 which shall at the time of the laying out of such street be used by the Company solely as a part of their line of railway or siding station or works and shall have no direct communication with such street and 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 and 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 and 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 Provided that this section shall not apply to any street existing at the date of the passing of this Act.

Power to make a jetty at Salt End in River Humber.

14. Subject to the provisions of this Act the Company may in the line shown on the deposited plans and according to the levels shown on the deposited sections make and maintain in connexion with Railway No. 5 by this Act authorised the jetty in the River Humber at Salt End herein-after described (and herein-after referred to as "the jetty at Salt End") and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for those purposes.

The jetty at Salt End herein-before referred to and authorised by this Act is—

A jetty of open pile work (for the discharge of mineral oils of every description including petroleum as defined by the Petroleum Acts 1871 to 1881 and all dangerous and inflammable liquids) in the county borough of Kingston-upon-Hull and the parishes of Preston and Paull on the foreshore of the River Humber commencing at a point on the southern boundary of Salt End Pasture about seventy yards west of Salt End West Light and terminating at a point in the River Humber about five hundred yards south-west of Salt End West Light.

The jetty and so much of the approaches as are situate over the River Humber shall be constructed and maintained of open pile work and in accordance with the provisions of the section of this Act whereof the marginal note is "For protection of Humber Conservancy Board."

Charges at jetty at Salt End.

15. The Company may in respect of all vessels (including keels lighters and other river craft in this Act called "river craft") using the jetty at Salt End and in respect of any facilities provided by them for the purpose of enabling river craft to moor to or lie alongside such jetty for the purpose of loading oils and in respect of mineral oils of every description including petroleum as defined by the Petroleum Acts 1871 to 1881 and all dangerous and inflammable liquids discharged thereon demand and receive such reasonable charges as they shall from time to time determine.

For protection of river craft.

16.—(1) The Company shall provide and at all times maintain at the jetty at Salt End reasonable facilities to enable river craft to moor to or lie alongside the same for the purpose of loading oils.

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(2) The Railway and Canal Commission shall have the like jurisdiction to hear and determine a complaint of a contravention or violation of the preceding subsection as they have to determine a complaint of a contravention or violation of section 2 of the Railway and Canal Traffic Act 1854 as amended by subsequent Acts.

(3) If any question shall arise between the Company and the owner of any river craft as to the reasonableness of any charges made by the Company in respect of the use by such river craft of the jetty at Salt End by this Act authorised and for any facilities provided thereat under subsection (1) of this section such question shall unless otherwise agreed be referred to and determined by an arbitrator to be appointed by the Board of Trade.

(4) No variation or alteration shall be made in the provisions of subsections (2) and (3) of the section of this Act of which the marginal note is "For protection of Humber Conservancy Board" without the consent in writing of the undertakers of the Aire and Calder Navigation.

Limits of jetty master's jurisdiction.

17. The limits within which the powers of the master of the jetty at Salt End by this Act authorised shall be exercised under and subject to the provisions of the Harbours Docks and Piers Clauses Act 1847 shall extend to a distance of two hundred and fifty yards measured in every direction riverward from the said jetty and the jurisdiction of the master of the said jetty conferred by this Act shall be limited to vessels going to moored at or departing from the jetty and shall not be exercised so as to affect vessels navigating or at anchor in the channel of the River Humber unless such vessels shall obstruct the approach to the jetty.

Power to make subsidiary works.

18. In connexion with Railways Nos. 3 and 5 and their Redheugh Branch West and Derwenthaugh Branch and the jetty at Salt End respectively the Company may from time to time make and maintain upon any of the lands delineated upon the deposited plans and described in the deposited books of reference relating thereto respectively or acquired by them under the powers of this Act all necessary or convenient viaducts rails sidings junctions turntables stations approaches roads gates warehouses sheds buildings yards quays wharves wharf walls retaining walls river walls embankments sluices jetties groynes shipping places staiths stairs stages tramways machinery graving docks

gridirons cranes tanks reservoirs pipes drops dolphins moorings buoys beacons and other works buildings and conveniences. A.D. 1909.

Period for completion of new railways and jetty at Salt End.

19. If the new railways and the jetty at Salt End are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same respectively or otherwise in relation thereto shall cease except as to so much thereof respectively as shall then be completed.

Power to dredge in Rivers Tyne and Humber.

20. The Company may from time to time deepen dredge scour cleanse alter and improve the bed shores and channel of the River Tyne adjoining or near to any staiths spouts shipping places quays wharves or works made by them under the powers of this Act and may subject to the provisions of the section of this Act whereof the marginal note is "For protection of Humber Conservancy Board" from time to time deepen dredge scour cleanse alter and improve the bed shores and channel of the River Humber to the southward or riverward of the jetty at Salt End for the purpose of affording uninterrupted means of access to such staiths spouts shipping places quays wharves or works and to the jetty at Salt End respectively.

In carrying out such dredging the Company may remove any silt shingle rocks and shoals and otherwise improve the means of access to the said jetty and the Company may use and appropriate any materials so dredged or removed 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 Humber Conservancy Board without the consent of that Board.

For protection of Hedon Haven Commissioners.

21. For the protection of the Hedon Haven Commissioners the following provisions shall apply and have effect (that is to say):—

Nothing in this Act contained shall be deemed or construed to prejudice diminish alter abridge or take away any of the jurisdiction rights powers or authorities vested in the Hedon Haven Commissioners nor shall the Company in constructing any of the works hereby authorised obstruct or interfere with the free flow or outfall of water at Hedon Haven from the district under the control of the Hedon Haven Commissioners.

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For protection of Humber Conservancy Board.

22. Notwithstanding anything contained in this Act or shown on the deposited plans the following provisions for the protection of the Humber Conservancy Board (in this section referred to as "the board") shall be binding and obligatory on the Company (that is to say):—

(1) The jetty at Salt End shall be constructed of a length of one thousand five hundred feet or thereabouts measured in a straight line between the points of commencement and termination and the head of the said jetty shall not exceed a length of three hundred and thirty feet measured at right angles to the centre line of the said jetty:

(2) The jetty at Salt End shall be constructed so that for a length of four hundred feet measured landward from the inner face of the jetty head there shall exist a clear headway of not less than ten feet between the underside of the deck timbers and high-water mark and so that for the remaining length of the jetty there shall exist a clear headway of not less than six feet between the underside of the deck timbers and high-water mark:

(3) The jetty at Salt End shall be constructed so that at points respectively measured one hundred feet and three hundred feet landward from the inner face of the jetty head there shall be a clear span of thirty feet furnished with splayed wings:

(4) The dredging to be executed by the Company shall be in accordance with the signed plan herein-after referred to and shall be limited to an area of thirty acres or thereabouts and shall consist of the excavation to a depth of thirty feet at low water of ordinary spring tides of an embayment extending along the outer face of the jetty head and east and west of the same in a splayed form at both ends down to the five fathoms contour line as shown on the survey of the River Humber made in 1908 under the direction of the board the said embayment to have end slopes of one in fifteen Provided that in the event of the said embayment causing any injurious effect on the flow of the tide up or down stream in the vicinity of the said jetty so as to render further dredging of the

splayed ends of the embayment necessary such further dredging shall be executed by the Company at their own cost:

(5) The signed plan herein-before referred to is the plan which has been signed in quadruplicate by the Right Honourable the Earl of Donoughmore the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred of which one copy has been deposited in the Parliament Office of the House of Lords and one copy in the Private Bill Office of the House of Commons and one copy has been retained by the Company and one copy has been retained by the board:

(6) The Company shall before commencing any dredging deliver to the board plans and sections defining the nature extent and manner of such dredging and if the board within two months after the delivery of such plans and sections express their disapproval of the same any question as to the dredging proposed to be carried out by the Company shall be referred to the arbitrator to be appointed as herein-after provided and the Company shall not carry out such dredging otherwise than in accordance with such plans and sections and in such manner as may be approved by the board or by such arbitrator as the case may be:

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

(8) The survey of the River Humber in the vicinity of the site of the pier made in the year 1908 under the direction of the board shall be for the purposes of this Act accepted by the Company and the board as conclusive evidence of the condition of that part of the river at the time when such survey was made:

(9) The Company shall not—

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

(B) In respect of the jetty at Salt End acquire any greater right or interest in the foreshore and

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

(c) Enter upon take or use any part of the bed of the River Humber except for dredging and temporary works to the southward of the termination of the said jetty as described in this Act:

(10) Before commencing the construction of the jetty at Salt End on the foreshore or bed of the River Humber plans and sections showing the general mode of construction thereof shall be furnished by the Company to the clerk to the board and the approval of the board to such plans and sections or in case of difference the approval of the arbitrator to be appointed as herein-after provided shall be obtained by the Company before commencing the work and the said jetty shall be executed to the reasonable satisfaction of an engineer to be appointed by the board:

(11) All temporary structures in the River Humber which may be necessary to enable the jetty at Salt End to be constructed shall be constructed to the reasonable satisfaction in all respects of an engineer to be appointed by the board in accordance with plans to be submitted to and approved by the board or in case of difference approved by an arbitrator to be appointed as herein-after provided before the commencement of any such temporary structures and so as not to interfere more than may be necessary with the navigation of or the traffic on the River Humber

and after the purpose for which such temporary structures were constructed has been accomplished the Company shall with all despatch or after fourteen days notice in writing thereafter from the board so to do remove any such temporary structures or any materials for the same which may have been placed in the River Humber by the Company and on their failing so to do the board may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the board all expenses so incurred:

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

(ii) Should any such accumulation arise within the said period of twelve months and be removed in accordance with the provisions of this section then any recurrence of such accumulation shall from time to time be removed as aforesaid for a period of ten years from the completion of the said jetty or after the removal of any temporary structures:

(13) In the event of the board omitting to express their disapproval of any plans or sections within two months after the same shall have been furnished to the board in pursuance of this section the board shall be deemed to have approved the same:

(14) If any part of the jetty at Salt End is not executed within the period of five years from the passing of this Act or within such further period as Parliament shall

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sanction any easement acquired over any portion of the bed and foreshore of the River Humber exclusively for or in respect of the unexecuted part shall revert to and vest in the board and be held by them under the same conditions and covenants as before such easement was so acquired unless the board shall consent to the retaining and holding of such easement by the Company In the event of any such reversion to the board a proportionate part of the rentcharge shall cease to be payable:

(15) From and after the commencement of the construction of the jetty at Salt End the Company shall provide and maintain on the said jetty 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:

(16) None of the powers granted by this Act shall interfere with or prevent the board applying by Provisional Order under or in accordance with the Humber Conservancy Acts 1852 to 1908 for powers to construct and maintain river walls embankments and other works on the bed and foreshore of the Humber in the immediate vicinity of the jetty at Salt End and the Company shall not be at liberty to oppose such application except in so far as they may consider necessary to secure adequate protection for the said jetty:

(17) In the event of the Company at any time hereafter desiring to construct place or use oil tanks or storage for petroleum or other inflammable liquids or substances on land belonging to them adjoining or contiguous to the foreshore belonging to the Board of Trade and leased to the board any local or other authority whose consent may be necessary shall in giving such consent have regard to the possible reclamation of such foreshore if such foreshore has not then already been reclaimed:

(18) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not except by agreement with the board acquire the sites of the existing Salt End lights or any lands held in connexion therewith:

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(19) If at any time hereafter owing to the construction or user by the Company of the jetty at Salt End or any works connected therewith or owing to the user of such jetty or works by any vessels the existing Salt End lights and the conveniences in connexion therewith are interfered with or rendered in any way less useful for the purposes for which they are now used the Company shall at their own expense either alter or rebuild the existing lighthouses or provide the necessary land for and construct new and permanent lighthouses in the place of the existing Salt End lights with stores for paraffin or other oils or necessaries and cottages for the lightkeepers and all necessary appurtenances thereto to the reasonable satisfaction as regards position design structure illuminating apparatus means of access and otherwise of the board as the local lighthouse authority and shall convey the sites of such new lighthouses cottages and the buildings on such site to the board in fee simple and shall pay the costs of such conveyance and all other expenses incurred in connexion with the reinstatement of the board in such new permanent lighthouses and buildings Provided that if the board shall require more powerful or more expensively equipped lighthouses and appurtenances thereto than those in use at the time of reinstatement they shall repay to the Company the extra cost of providing such additional power or equipment as may be agreed between the board and the Company or failing agreement as may be settled by arbitration as herein-after provided:

(20) Any dispute which may arise between the Company and the board as to whether the existing Salt End lights and the conveniences in connexion therewith have or have not been interfered with or rendered less useful for the purposes for which they are now used or for which they were erected shall failing agreement be settled by arbitration as herein-after provided:

(21) The provisions of the Merchant Shipping Act 1894 (Part XI.) relative to local lighthouses shall apply to any lighthouses which may be erected and completed under the provisions of this section:

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(22) No existing lighthouse or the premises connected therewith and no light exhibited from any such lighthouse shall be interfered with or obstructed by the Company or with their permission or licence until the existing lighthouse shall be altered or rebuilt as herein-before provided or until the new lighthouse and premises in connexion therewith shall be erected in place thereof and lights exhibited therein to the satisfaction of the board or until the Company shall at their own expense and to the like satisfaction have provided temporary lighthouses and lights therein:

(23) When and as soon as any new lighthouse and premises shall be completed as aforesaid and the lights duly displayed therein to their satisfaction the board shall at the expense of the Company transfer to the Company their interest in the lighthouse and premises and the site thereof for which such new lighthouse premises and fittings may have been substituted:

(24) The Company shall allow at all times free access both by water and by land to the board their officers and servants on to and over the jetty at Salt End without payment or hindrance whilst in the execution of their duties:

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

(26) In the event of any question or difference arising between the board and the Company under the provisions of this section (other than a difference arising under and referred to in subsection 9 (B) of this section) such question or difference shall be referred to an engineer or other fit person to be appointed as arbitrator by the Company and the board or failing agreement by the Board of Trade on the application of the Company or of the board:

(27) Except as in this Act otherwise expressly provided nothing contained in this Act shall prejudice or alter or be deemed to prejudice or alter any of the provisions of the Humber Conservancy Acts 1852 to 1908 or any

of them or any title of the board into or over any lands or foreshore held or acquired by them under the said Acts or any of them or under any lease or agreement made under the powers thereof or confirmed thereby or any other of the rights powers privileges or authorities of the board.

Confirming agreement with Hull and Barnsley Railway Company.

23. The agreement dated the sixteenth day of July one thousand nine hundred and nine and made between the Hull and Barnsley Railway Company of the first part and the Company of the second part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

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

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

Permanent lights on works in Rivers Tyne and Derwent.

25. The Company shall at the outer extremity of their works below high water in the Rivers Tyne and Derwent exhibit and keep burning from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Corporation of Trinity House Deptford Strond shall from time to time direct.

If the Company fail to comply in any respect with the provisions of the present section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

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Permanent lights on works in River Humber.

26. The Company shall at the outer extremity of their works below high water in the River Humber exhibit and keep burning from sunset to sunrise such lights (if any) and shall lay provide and maintain such gas mooring or other buoys at or near the vicinity of the area of which they have power to dredge under the provisions of this Act and take such other steps for the prevention of danger to navigation as may be agreed between the Humber Conservancy Board and the Company or failing agreement as may be settled by arbitration as provided by the section of this Act of which the marginal note is "For protection of Humber Conservancy Board."

If the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Lights to be exhibited during construction of works in Rivers Tyne and Derwent.

27. The Company shall at or near the works below high-water mark in the Rivers Tyne and Derwent hereby authorised during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade and the Tyne Improvement Commissioners from time to time require or approve.

If the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Lights to be exhibited during construction of works in River Humber.

28. The Company shall at or near the works below high-water mark in the River Humber hereby authorised during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade from time to time require or approve.

If the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Abatement of work abandoned or decayed.

29. If a work constructed by the Company under the powers of this Act on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade or the Humber Conservancy Board so far as the River

Humber is concerned may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or if incurred by the Humber Conservancy Board shall be a debt due to them and be recoverable summarily.

Survey of works by Board of Trade.

30. If at any time the Board of Trade deem it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company under this Act on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Provisions against danger to navigation in River Humber.

31. In case of injury to or destruction or decay of the jetty at Salt End or works or any part thereof the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Humber Conservancy Board and shall apply to that board for directions as to the means to be taken and the Company shall be liable to a penalty not exceeding ten pounds for every calendar month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Lifebuoys to be kept.

32. The Company shall at all times keep at the outer extremity of the jetty at Salt End and at reasonable distances along such jetty and in accordance with any requirements which may be made by the Board of Trade a sufficient number of lifebuoys and lifelines in good order and fit and ready for use.

Lifeboat crew exempt from tolls.

33. All persons going to or returning from any lifeboat or using any apparatus for saving life and being persons either belonging to the crew of the lifeboat or to the coastguard or being persons for the time being actually employed in saving life or in exercising or using the lifeboat or the apparatus for saving life and all persons brought ashore from any vessel in distress shall at all times have free ingress passage and egress to along and from the jetty at Salt End without payment.

Power to make further works.

34. Subject to the provisions of this Act the Company may make the works herein-after described and may exercise the powers herein-after mentioned and may enter upon take and

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use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for those purposes and so far as the said works are shown on the deposited plans and sections the Company may make the same in the lines and in accordance with the levels shown on the said plans and sections:—

In the county of Durham—

They may in the urban district of Blaydon and the urban district of Whickham make a footpath commencing by a junction with the road leading from Swalwell at its northern extremity on the south side of the Company's Redheugh Branch West about eighty yards west of the bridge carrying that branch over the River Derwent passing thence eastward along the south side of that branch and the Company's Derwenthaugh Branch to and passing under the occupation bridge about four hundred and fifty yards east of the bridge carrying that branch over Cross Lane and thence passing eastward to and terminating by a junction with Wellington Road at its western end and may stop up and discontinue all public rights of footway over so much of the occupation road leading from Whickham to the Delta Iron Works as lies to the north of a point five hundred yards measured southward from the southern boundary of the Company's Derwenthaugh Branch and all rights of way over the lands lying on the south side of the River Tyne and the north side of the Company's Redheugh Branch West and Redheugh Branch East between the River Derwent and the Dunston Engine Works and may stop up and discontinue the existing footpath between the said occupation bridge about four hundred and fifty yards east of Cross Lane and Back Street and the road extending eastward from the point marked B on the deposited plans for a distance of 120 yards or thereabouts from such point and so much of the road or footpath which extends northwards from Cross Lane as lies to the north of a point 30 yards or thereabouts north of the bridge carrying the Derwenthaugh Branch over that lane;

They may in the parish of Middleton Saint George make a new road commencing by a junction with Dinsdale Station Road at a point thereon about thirty yards north-west of the bridge carrying the Company's

Darlington and Saltburn Railway over that road and terminating by a junction with Long Newton Road at a point thereon about two hundred and thirty yards north-west of Oak Tree Level Crossing on that railway and may stop up and discontinue Long Newton Road between its junction with Yarm Road and the termination of the said new road;

They may in the parish of Boldon stop up and discontinue the level crossing over the Company's Pontop and South Shields Railway situate about seventy yards south of Hedworth Lane Level Crossing and in substitution therefor may make a new road on the west side of and adjoining the said railway commencing at the said level crossing and terminating near Hedworth Lane Level Crossing:

Provided nevertheless that nothing in this section shall diminish or interfere with any existing rights under the said level crossing of the Sunderland and South Shields Water Company:

In the East Riding of the county of York—

They may in the borough of Beverley make a new road (No. 1) on the east side of and adjoining the Company's Hull and Scarborough Railway commencing by a junction with Goths Lane and terminating by a junction with Cherry Tree Lane and a new road (No. 2) commencing by a junction with road (No. 1) at a point about thirty yards from its junction with Goths Lane crossing the said railway on the level and terminating by a junction with Mill Lane at its junction with Goths lane and Cherry Tree Lane and may stop up and discontinue so much of Goths Lane and Cherry Tree Lane as lies to the west of the said new road (No. 1);

They may in the borough of Beverley make a new road along the east side of the Company's Hull and Scarborough Railway commencing by a junction with Chantry Lane and terminating by a junction with Fleming Gate and may stop up and discontinue so much of Chantry Lane as lies between the said new road and the western boundary of the Company's Railway and may make a footbridge over the railway at or near Chantry Lane Level Crossing.

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Confirming agreement as to footbridges and footpath at Derwenthaugh and Dunston.

35. The agreement dated the first day of July one thousand nine hundred and nine and made between the Company of the first part the Consett Iron Company Limited of the second part the trustees of the will of the late Sir Henry Augustus Clavering Baronet of the third part the trustees of the will of the late Sir William Aloyzius Clavering Baronet of the fourth part Ralph Henry Carr-Ellison of the fifth part the urban district council of Blaydon of the sixth part and the urban district council of Whickham of the seventh part as set forth in the First Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

For protection of Consett Iron Company Limited.

36. For the protection of the Consett Iron Company Limited their successors and assigns owner or owners of the lands referred to in this section (all of whom are together in this section included in the expression "the iron company") the following provisions shall unless otherwise agreed in writing have effect:—

(1) The Company shall not under the powers of this Act enter upon take or use any lands or property of the iron company situate on the west side of the River Derwent without the consent in writing of the iron company:

(2) If for the purpose of constructing Railway No. 3 and any staiths or other works under the powers of this Act the Company require to take any of the lands of the iron company shown on the deposited plans relating to the urban district of Whickham and described in the deposited book of reference relating thereto the Company shall purchase and take the whole of the lands belonging to the iron company within the said urban district shown upon the deposited plans including therein the lands of the iron company not described in the deposited book of reference upon such terms as shall be agreed or as failing agreement shall be determined in accordance with the provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement.

For protection of Raine and Company Limited.

37. For the protection of Raine and Company Limited or other the occupiers during the continuance of a lease created by indenture dated the twelfth day of July one thousand nine hundred and seven and made between the Company of the one part and the said Raine and Company Limited of the other

part of the Delta Iron Works and premises thereby demised (in this section called "the Delta Iron Works") in the urban district of Whickham (all of whom are in this section included in the expression "the lessees") the following provisions shall notwithstanding anything in this Act contained and unless otherwise agreed between the lessees and the Company have full force and effect:—

(1) The Company shall not under the powers of this Act enter upon take or use the whole or any part of the Delta Iron Works nor execute any works on the bed or foreshore of the River Tyne to the westward of a straight line drawn northward in continuation of the eastern boundary of the Delta Iron Works:

(2) The Company shall make full compensation to the lessees in respect of all damage from time to time caused to the Delta Iron Works by any dredging operations carried out by them under the powers of this Act and the amount of such compensation failing agreement shall be determined by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 for determining questions of disputed compensation:

(3) Notwithstanding anything contained in the said lease the lessees shall not be liable to pay to the Company any interest or other annual sum of money on the cost of any quay wall or staging constructed by the Company to avoid damage by dredging or other operations of the Company under the powers of this Act:

(4) The lessees shall be entitled to and may continue to exercise all the same rights of way as they are at present entitled to or exercise over the existing occupation road twelve feet wide which runs along the southern side or boundary of the Delta Iron Works and over the existing roads or footpaths leading from the said works and giving access to the said occupation road and over the existing level crossing situate at the south-west corner of the said works and shall also during the same period be entitled to a right of way to and across so much of

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the new footpath to be made by the Company under the powers of this Act between Derwenthaugh and Dunston as may be necessary to give access from such level crossing to such new footpath and to the existing road leading therefrom to Swalwell.

Power to Company to purchase additional lands.

38. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon take use and appropriate for the purpose of altering or extending their works or providing further or improved accommodation for the traffic on their railway or providing accommodation for persons of the working class who may be displaced under the powers of this Act or any other Act relating to the Company or for any other purposes connected with their undertaking all or any of the lands hereinafter described or referred to and delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

In the county of Northumberland—

Certain lands in the borough of Wallsend situate on the south side of and adjoining the Company's Riverside Railway at Point Pleasant Station:

In the county of Durham—

Certain lands in the county borough of West Hartlepool situate on the west side of and adjoining Clarence Road and being No. 2 Greatham Terrace Clarence Road;

Certain lands in the parish of Great Aycliffe situate on the west side of the Company's Newcastle and Darlington Railway and adjoining the Company's goods sidings at Aycliffe Station;

Certain lands in the urban district of Shildon situate on the south-west side of and adjoining the Company's Darlington and Shildon Railway and between that railway and the Shildon Sewage Works;

Certain lands in the borough of Stockton-on-Tees situate on the west side of and adjoining the Company's Leeds Northern Railway at North Shore Junction:

In the West Riding of the county of York—

Certain lands in the parish of Nidd situate on the south and west sides of and adjoining the Company's goods yard at Nidd Bridge Station:

In the East Riding of the county of York—

Certain lands in the urban district of Hessle and in the county borough of Kingston-upon-Hull situate on the south side of and adjoining Hessle Road and situate on both sides of and between points about seven hundred and twenty yards westward and one thousand one hundred and seventy yards eastward of the water-course known as New Drain;

Certain lands in the county borough of Kingston-upon-Hull situate on the north side of and adjoining Hessle Road about three hundred yards west of the junction of Ash Street with Hessle Road;

Certain lands in the parish of Scalby situate on both sides of and adjoining the Company's Hull and Selby Railway on both sides of and near Warping Bridge;

Certain lands in the parish of Broomfleet situate on the south side of and adjoining the Company's Hull and Selby Railway and on the east side of and adjoining the road leading from South Cave Landing on the Market Weighton Canal to South Cave;

Certain lands in the parish of Menthorpe-with-Bowthorpe situate on the south side of and adjoining the Company's Selby and Market Weighton Railway and on the east side of and adjoining the road from Howden to North Duffield at Menthorpe Gate Station.

For protection of trustees of Hessle and Anlaby Drainage.

39. For the protection of the trustees of the Hessle and Anlaby Drainage (in this section called "the trustees") the following provisions unless otherwise agreed in writing between the Company and the trustees shall apply:—

(A) If and when the Company interfere with the New Cut Drain northwards of the present Hull and Selby Railway numbered 38 on the deposited plans for the city and county of Kingston-upon-Hull they shall at their own cost and to the reasonable satisfaction of the trustees culvert the drain and erect a suitable penstock and works necessary for flushing the said culvert and shall for ever thereafter support maintain and keep in repair the said culvert with a clear and uninterrupted waterway through the same to the reasonable satisfaction of the trustees:

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(b) If and when the Company interfere with the penstock and works on the south side of the bridge carrying the road from Hessle to Hull over the New Cut Drain they shall at their own cost and to the reasonable satisfaction of the trustees reinstate the said penstock and works :

(c) Any difference between the Company and the trustees arising under this section shall be settled by a single arbitrator to be appointed by the Board of Trade unless otherwise agreed.

For protection of George Edward Weddall and William Weddall.

40. Except as by this Act provided nothing herein contained shall prejudice or affect any rights to which George Edward Weddall and William Weddall are entitled under the provisions of section 166 of the Act 6 & 7 Will. IV. cap. 80 authorising the making of the Company's Hull and Selby Railway as extended by the provisions of section 15 of the North Eastern Railway Act 1898 and any works executed on the lands numbered 2 3 4 and 5 on the deposited plans for the parish of Scalby in the Howden Rural District in the East Riding of the county of York under the powers of this Act shall be subject to the said provisions.

Stopping up roads and footpaths in case of diversion.

41. Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath or footbridge and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new road or footpath or footbridge is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the new road or footpath or footbridge has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all public rights of footway over or along the portion of occupation road at Whickham in this Act referred to and all rights of way over the lands and over or along the existing roads and footpaths or portions authorised to be stopped up by the section of this Act whereof the marginal note is "Power to make further works" shall be

extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company:

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Provisions as to repair of roads and footpaths.

42. Any road or footpath or portion of road or footpath to be made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district as the road or footpath or portion of road or footpath in question.

As to rights of way over lands acquired.

43. Subject to the provisions of this Act all private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Power to deviate in construction of works

44. In constructing the works by this Act authorised the Company may deviate from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked on the deposited plans and may deviate vertically from the levels of Railway No. 3 shown on the deposited sections thereof to any extent not exceeding ten feet and may deviate from the levels of the railways other than Railway No. 3 shown on the deposited sections thereof in accordance with the provisions of the Railways Clauses Consolidation Act 1845 and may deviate vertically from the levels of any other of the said works (except the jetty at Salt End) shown on the deposited sections thereof to any extent not

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exceeding two feet but not so as to increase the rate of inclination of any new or diverted road as shown on the said sections Provided that with respect to the jetty at Salt End the limits of lateral deviation shall not extend to a greater width than one hundred feet up and down stream on either side of the jetty as described in this Act and in constructing the jetty at Salt End the Company may deviate vertically to any extent not exceeding ten feet but not so as to interfere with the height of the deck of the jetty above high-water mark as fixed by the section of this Act whereof the marginal note is "For protection of Humber Conservancy Board" Provided also that no deviation shall be made under this section so as to contravene any of the provisions of the agreement set forth in the First Schedule to this Act Provided further that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Period for compulsory purchase of lands.

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

Owners may be required to sell parts only of certain properties.

46. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company 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 Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled 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 Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled 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 Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company 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:

(5) If the tribunal determine that the portion of the scheduled 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 arbitration or inquiry shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be

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severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company 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:

(7) If the tribunal determine that the portion of the scheduled 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 Company 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.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation 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 any of the scheduled properties 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.

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

Power to owners to grant easements &c.

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

Extension of time for purchase of lands for railway at Maltby.

48. The time limited by the Great Northern Railway Act 1906 for the compulsory purchase by the South Yorkshire Joint Line Committee of lands required for the purposes of the railway at Maltby authorised by that Act is hereby extended

until the fourth day of August one thousand nine hundred and eleven. A.D. 1909.

Extension of time for completion of railway at Maltby.

49. The period limited by the Great Northern Railway Act 1906 for the completion by the South Yorkshire Joint Line Committee of the railway at Maltby thereby authorised is hereby extended for a period of three years from the fourth day of August one thousand nine hundred and eleven and sections 11 and 12 of the said Act shall be read and construed as if the period limited by this Act for the completion of the said railway had been the period limited by the said Act of 1906 for the completion thereof.

If the said railway is not completed within the period limited by this Act with reference thereto then on the expiration of that period the powers of the said Act of 1906 as extended by this Act for making and completing the same shall cease except as to so much thereof as shall be then completed.

Extending time for sale of superfluous lands.

50. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the period within which the Company may sell and dispose of any superfluous lands shall be ten years from the passing of this Act.

Rates to be taken at staiths quays &c.

51. The Company may demand receive and take from the master or owner of any vessel using any staiths shipping places quays wharves or works made by them in connexion with Railway No. 3 by this Act authorised a sum not exceeding one halfpenny per registered ton and when and so soon as such staiths shipping places quays wharves or works shall have been brought into use the Company may also demand receive and take a like sum per registered ton from the master or owner of any vessel using any staiths shipping places quays wharves or works made by the Company in connexion with Railway No. 1 authorised by the North Eastern Railway Act 1887 and Railway No. 4 authorised by the North Eastern Railway Act 1898.

Rates for persons landing or embarking at docks or quays of Company.

52. The Company may demand and receive for every person who shall use or land from or embark on any vessel (not being a member of the crew of any vessel using or landing from or embarking on such vessel) at any dock quay pier or jetty of the Company and in respect of passengers' luggage and bicycles tricycles or other similar vehicles landed shipped or transhipped

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at any such dock quay pier or jetty any sums not exceeding the several rates and sums respectively specified in the Third Schedule to this Act:

Provided that none of the powers contained in this section shall apply within the city of Kingston-upon-Hull except in regard to the new riverside quay constructed under the powers of the North Eastern Railway Act 1905:

Provided also that nothing contained in this section shall alter or affect the provisions contained in section 35 of the Hull Docks Act 1861 as amended by section 22 of the North Eastern Railway Act 1905.

Power to Company to grant leases.

53. With respect to any lands already acquired by the Company and now held by them or which they may hereafter purchase or acquire for the purposes of or in connexion with their docks and dock undertakings or any other docks or dock undertakings which the Company may be from time to time authorised to construct or acquire and which may not be immediately but which will in the opinion of the Company be ultimately required for the purposes of such docks and dock undertakings the following provisions shall have effect:—

(1) The Company may in the meantime and from time to time grant leases for such term or terms as they may deem expedient of any of such lands of the Company together with any works which may have been commenced or completed thereon by the Company to any persons corporations or companies (such corporations or companies being competent at law to accept such leases) with a view to the improvement by the lessees of such lands by laying out money in the construction or erection thereon of graving docks gridirons slipways warehouses ship building yards engineering works sheds houses or other buildings for the purposes of any trades or businesses ancillary to or convenient to be carried on with the said dock undertakings and they may also grant to such lessees the use during their respective leases of such waterway quay room and wharfage room and other easements as may be requisite or convenient for the purpose of the trade or business to be carried on in or at the graving docks gridirons slipways warehouses or other buildings of the character aforesaid:

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(2) Every such lease shall be made with and subject to such exceptions reservations yearly or other rents or payments covenants conditions powers and provisions whatsoever as the parties thereto mutually agree upon:

(3) Every such lease shall contain due provision for securing the payment performance and observance by the lessees thereunder of the rent (if any) covenants and provisions in and by the same respectively reserved and contained and on their part to be respectively paid performed and observed and provisions for the determination of any such lease and the right of re-entry by the lessors in the event of any breach or non-observance or non-performance of any covenant condition stipulation or provision of such lease:

(4) A duplicate or counterpart of every such lease shall be executed by the lessees therein named and be delivered to the Company.

For protection of Sunderland and South Shields Water Company.

54. Without prejudice to any existing powers of the Company nothing contained in the section of this Act of which the marginal note is "Power to Company to grant leases" shall be taken to authorise any lease or arrangement which would enable the Company or any other corporation or person to bring water from outside the statutory area for the supply of water of the Sunderland and South Shields Water Company into the said area for sale consumption or use therein.

Power to Company to apply funds.

55. 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 under and by virtue of any existing Acts they have raised or are authorised to raise and which may not be required for the purposes to which they are by those Acts made specially applicable.

Power to Company to raise additional capital.

56. The Company may raise by the creation and issue of new stock the sum of four hundred and fifty thousand pounds in addition to the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament and such new stock may be created and issued either wholly or partially as preference stock.

Rights of voting for new stock in capital of Company.

57. The new stock by this Act authorised shall unless otherwise provided by the terms of issue or creation thereof confer on the respective holders thereof the same rights of voting and

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qualifications as if such new stock were part of the existing stock of the Company.

New preference stock to rank pari passu with North Eastern Railway Preference Stock if so determined.

58. The Company may by the resolution creating or authorising the creation of any of the new preference stock by this Act authorised determine that such new stock shall form part of and rank pari passu with the North Eastern Railway Preference Stock created and issued under the powers contained in the North Eastern Railway Act 1895.

As to disposal of new stock.

59. Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may in issuing any of the new stock by this Act authorised dispose of the same at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

Power to borrow.

60. The Company may borrow on mortgage of their undertaking in addition to any other sums which they are or may be authorised to borrow by any other Act or Acts of Parliament any sum or sums not exceeding in the whole one-third part of the amount of the new stock by this Act authorised to be created and issued and at the time actually issued and accepted.

But no part thereof shall be borrowed until a sum equal to one-half of the stock so issued and accepted has been bonâ fide paid in respect thereof and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such stock is held by the persons to whom the same was issued or their executors administrators successors or assigns and that the said sum has been bonâ fide paid in respect thereof.

Upon production to such justice of the books of the Company and of such other evidence as he may think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

For appointment of a receiver.

61. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of principal money or interest or principal money and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which

may have been commenced prior to the passing of this Act under any such provision.

The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

62. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act.

Application of moneys.

63. All moneys raised under this Act whether by stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the Company being in each case purposes to which capital is properly applicable.

Interest not to be paid on calls paid up.

64. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him But nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be paid out capital.

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

Provision as to general Railway Acts.

66. Nothing in this Act contained shall exempt the Company or any other company or committee upon whom any powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future

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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 said companies and committees respectively.

Saving for Trinity House Deptford Strond.

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

Crown rights.

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

Costs of Act.

69. 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.

The SCHEDULES referred to in the foregoing Act. A.D. 1909.

FIRST SCHEDULE.

Stamp.

One pound six shillings and three-pence.

An Agreement made the first day of July one thousand nine hundred and nine between the North Eastern Railway Company (herein-after called "the Railway Company") of the first part the Consett Iron Company Limited (herein-after called "the Iron Company") of the second part Nicholas Henry Bacon of Raveningham Hall in the county of Norfolk Esquire and Augusta Maria Valentine Clavering of 10 Cambridge Gardens Richmond Hill in the county of Surrey spinster (who are the trustees of the will of the late Sir Henry Augustus Clavering Baronet and are together herein-after called "Sir Henry Clavering's Trustees") of the third part Charles Warren Napier Clavering of Axwell Park in the county of Durham Esquire a retired Colonel in His Majesty's Army Francis Napier Clavering of Dovercourt in the county of Essex Esquire and William Gibson of the city and county of Newcastle-upon-Tyne solicitor (who are the trustees of the will of the late Sir William Aloyzius Clavering Baronet and are together herein-after called "Sir William Clavering's Trustees") of the fourth part Ralph Henry Carr-Ellison of Hedgeley in the county of Northumberland a Lieutenant-Colonel in His Majesty's Army (herein-after called "Colonel Carr-Ellison") of the fifth part the Urban District Council of Blaydon (herein-after called "the Blaydon Council") of the sixth part and the Urban District Council of Whickham (herein-after called "the Whickham Council") of the seventh part.

Whereas the Railway Company the Iron Company Sir Henry Clavering's Trustees and Colonel Carr-Ellison are the respective owners of certain lands shown on the plan No. 1 hereto annexed and situate in the county of Durham between the River Tyne and the Railway Company's railway formerly known as the Redheugh Branch Deviation and now known as the Derwenthaugh Branch across which railway and over which lands the Blaydon Council and the Whickham Council claim that a public footpath passes in the position indicated by dotted lines on the said plan No. 1 from the point marked C on such plan to and eastwards beyond the point marked B on the said plan No. 1:

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And whereas the Iron Company and Sir Henry Clavering's Trustees are also the owners of land adjoining the River Derwent at Derwenthaugh also shown on the said plan No. 1:

And whereas the railway bridge carrying the Railway Company's Redheugh Branch over the River Derwent at Derwenthaugh is now used by the public as a footpath for crossing the River Derwent and it is desirable that the use of such bridge as a footpath and of the public footpath claimed over the lands herein-before described should cease and be determined upon new footpaths being provided in their place:

And whereas the Railway Company are promoting a Bill in the present Session of Parliament entitled "A Bill to confer additional powers "upon the North Eastern Railway Company for the construction of new "railways and other works and the acquisition of lands and for other "purposes" and by the said Bill as deposited (clause 22) it is proposed that the Company "may in the urban district of Blaydon and the urban "district of Whickham make a footpath commencing by a junction with "the road leading from Swalwell at its northern extremity on the south "side of the Company's Redheugh Branch West about [illegible] yards "west of the bridge carrying that branch over the River Derwent "passing thence eastward along the south side of that branch and the "Company's Derwenthaugh Branch to and passing under the occupation "bridge about four hundred and fifty yards east of the bridge carrying "that branch over Cross Lane and thence passing eastward to and "terminating by a junction with Wellington Road at its western end "and may stop up and discontinue all public rights of footway over "so much of the occupation road leading from Whickham to the Delta "Iron Works as lies to the north of the southern boundary of the "Company's Derwenthaugh Branch and all rights of way over the lands "lying on the south side of the River Tyne and the north side of "the Company's Redheugh Branch West and Redheugh Branch East "between the said occupation road and the Dunston Engine Works "and may stop up and discontinue the existing footpath between the "said occupation bridge about four hundred and fifty yards east of "Cross Lane and Back Street" shown on the deposited plans and by the said Bill it is proposed to confer on the Railway Company power to take and use so much of the lands shown on the deposited plans and described in the deposited book of reference as may be required for the formation or construction of the said new footpath:

And whereas it has been agreed that such arrangement shall be entered into between the parties hereto as is herein-after contained:

Now these presents witness as follows:—

1. The several parties hereto other than the Railway Company will not continue to oppose in Parliament those portions of the said Bill of the Railway Company which relate to the formation of the new

footpath and the stopping up of the rights of way and the existing footpath referred to in clause 22 of the said Bill as deposited.

2. In the event of the said Bill passing into law the Railway Company shall forthwith construct in accordance with a plan section and specification to be previously approved as herein-after provided by the Iron Company and the Blaydon and Whickham Councils respectively a footbridge upon land of the Iron Company on the west side of the River Derwent in the position shown on the said plan No. 1 and on the enlarged plan No. 2 hereto attached for the purpose of carrying the new footpath authorised by the Bill to be formed by the Railway Company over the railways or sidings of the Iron Company at a clear height above the rails of such railways or sidings of fourteen feet six inches In constructing the said footbridge the Railway Company shall form the steps on either side thereof as approaches thereto as shown on the said plan No. 2 and they shall also form a footpath six feet wide on land of the Iron Company commencing at the point A shown on the said plan No. 2 where the footbridge over the River Derwent herein-after referred to is intended to terminate on land of the Iron Company and ending at the point B shown on the said plan No. 2 at the foot of the steps leading up to the said first-mentioned footbridge which steps and footbridge shall form a continuation of the said new footpath In constructing the said footpath the Railway Company shall to the reasonable satisfaction of the Iron Company alter the position of the existing lines of rails of the Iron Company's sidings and relay the same in the position shown in the plan No. 2 so as to preserve a proper connexion between the wharf belonging to the Iron Company adjoining the River Derwent and the railways of the Iron Company as shown on the said plan.

3. The Railway Company shall fence off the said footpath from the adjoining premises of the Iron Company with a military fence five feet six inches high.

4. All the above works shall be carried out by the Railway Company in such a manner as to cause as little interruption as possible of any traffic or railway operations of the Iron Company.

5. Any dedication to the public of the said footpath steps and bridge shall be subject to the free and unrestricted right of the Iron Company and their successors in title to use their railways and to convey traffic thereon by locomotive engines or any other motive power and to use on such railways any engines or trucks as freely as if no such dedication had ever been made.

6. The said steps and bridge and the fence on the north side of the said footpath shall at all times be maintained by the Railway Company in good repair and condition the fence on the south side of the said footpath shall be maintained by the Iron Company in good

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repair and condition and the said footpath shall be maintained in good repair and condition by the Blaydon Council.

7. In the event of the said Bill passing into law the Railway Company shall also construct and maintain in accordance with a plan section and specification to be previously approved as herein-after provided by the Blaydon Council and the Whickham Council respectively a footbridge with a footpath five feet wide over the same for the use of the public along the south side of the existing railway bridge carrying the Railway Company's Redheugh Branch Railway over the River Derwent so as to form a junction with the footpath herein-before provided to be constructed on the land of the Iron Company and to connect the same with the new public footpath next herein-after provided.

8. In the event of the said Bill passing into law the Railway Company shall forthwith thereafter form a new public ash footpath six feet wide (herein-after called "the new public footpath") commencing at the footbridge last above mentioned according to a plan section and specification to be approved by the Whickham Council upon and over lands belonging to the other persons parties hereto or some of them in the position shown on the said plan No. 1 by dotted lines and by being marked "new public footpath" and "diverted footpath" commencing at the termination of the footbridge across the River Derwent on the east side thereof and continuing thence as shown on the said plan No. 1 until such new public footpath passes under the said occupation bridge.

9. When forming the new public footpath the Railway Company shall erect a proper fence of split railway sleepers alternately six feet and six feet six inches high with a space of two inches between each sleeper so as to separate the new public footpath from the adjoining lands on the south side of such new public footpath.

10. Colonel Carr-Ellison will forthwith after the passing into law of the said Bill at his own expense lay out a new street forty feet wide extending in a straight line between the south-west corner of Dunston Churchyard and the said occupation bridge so as to form a continuation of Wellington Road up to the said occupation bridge and will form an ash footpath six feet wide on one side of such new street according to a specification to be approved by and to the satisfaction of the surveyor for the time being of the Whickham Council and Colonel Carr-Ellison will fence off such new street from his adjoining land but he shall not be under any obligation to form the carriageway and cement footways of such new street except as provided by the Public Health Acts and the Private Street Works Act 1892 or any Act amending the same Provided always that so far as this clause applies to the carriageway Colonel Carr-Ellison shall have reasonable time

in which to develop this portion of his estate before being called upon to complete the said carriageway such time not to exceed five years from the passing of the said Bill.

11. The cost of forming the new public footpath herein-before agreed to be formed by the Railway Company including therein any compensation payable by the Railway Company for using the site thereof which is agreed at the rate of one thousand two hundred pounds per acre and of fencing the same from the adjoining lands on the south side thereof as aforesaid shall be borne by the Railway Company the Iron Company and Colonel Carr-Ellison in equal third shares and on the completion of the new public footpath and fencing such footpath shall be maintained in good repair and condition by the Whickham Council and the fencing on the south side thereof by the respective owners of the land adjacent thereto.

12. The Railway Company shall if and when so required by the Whickham Council provide and maintain suitable gates duly interlocked with the Derwenthaugh Junction signals for the public safety at the level crossing to be formed by the new public footpath passing over the Railway Company's Swalwell Branch as shown by the said plan No. 1.

13. Any dedication to the public of the new public footpath shall be subject and without prejudice to such rights as under an agreement dated the twenty-sixth day of June 1898 made between Henry Alexander Campbell and the said Nicholas Henry Bacon of the first part other persons of the second third fourth and fifth parts and the Railway Company of the sixth part the parties to the said agreement or their sequels in title are entitled to Provided that—

(1) Any siding carried across the new public footpath so as to form a junction with the Derwenthaugh Branch of the Railway Company immediately to the east of the point A on the said plan shall be carried by a bridge to be constructed in accordance with a plan to be approved by the Whickham Council and having a clear headway of not less than six feet six inches:

(2) Colonel Carr-Ellison may lay maintain and use a double line of rails crossing the new public footpath on the level at and passing through the subway under the Derwenthaugh Branch situate four hundred feet or thereabouts west of Cross Lane so always that he shall in so doing erect a self closing handgate on each side of the new public footpath so as to fence off the crossing from such footpath to the satisfaction of the Whickham Council and further any dedication as aforesaid shall be subject to liberty for the Railway Company or for Colonel Carr-Ellison with the consent of the Railway Company on his lands to make

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maintain and use any siding or sidings or railway connexion or connexions so as to form a junction or junctions with the said branch at any other point or points so always that any such siding or sidings or railway connexion or connexions shall be carried over the new public footpath by a bridge or bridges to be constructed in accordance with plans to be approved by the Whickham Council and having a clear headway of not less than seven feet six inches.

14. The Railway Company will permit Sir Henry Clavering's Trustees to make maintain and use in accordance with the Railway Company's usual conditions a siding so as to form a junction with the said Derwenthaugh Branch on the level either in the field belonging to Sir Henry Clavering's Trustees situate to the west of Dunston Lodge and numbered 933 in the parish of Whickham on the $\frac{1}{2500}$ Ordnance map 1894 or in the field belonging to the Railway Company situate immediately to the south of the first-mentioned field.

15. On the passing into law of the said Bill the Railway Company will take up and remove the permanent way of that portion of their Redheugh Branch East which extends for a length of seven hundred and ninety feet measured westward from the north end of the new road now being formed by Colonel Carr-Ellison near the junction of the Atlas Curve at Dunston shown on the said plan No. 1 with the said Redheugh Branch East.

16. In addition to the portions of roads or footpaths and the rights of way by clause 22 of the said Bill as deposited proposed to be stopped up and discontinued the following portions of roads or footpaths shall be stopped up and discontinued as if the same had been included among the roads or footpaths and rights of way by the Bill proposed to be stopped up and discontinued and the Railway Company will subject to the consent of Parliament amend the said Bill to carry this out.

The additional roads or ways or rights of road or way so to be stopped up and discontinued are—

(1) All rights of footway over any land situate to the west and north of the point marked A on the said plan No. 1:

(2) So much of the footpath shown on the said plan No. 1 leading from Whickham as lies within five hundred yards measured southward from the said point A:

(3) So much of the road shown on the said plan No. 1 as lies between the point marked B on the said plan and a point on the west side of the north end of the before-mentioned new road now being formed by Colonel Carr-Ellison which north end is one hundred and twenty yards or thereabouts to the east of the said point marked B:

(4) All rights of way over any land situate to the north of a line drawn westwards across Cross Lane in continuation of the northern boundary of the new road lastly herein-before referred to where it meets Cross Lane.

17. On the construction of the footpath on the land of the Iron Company and of the footbridge across the River Derwent as provided by clauses 2 and 7 of this agreement the Blaydon Council will if and when so required by the Iron Company and at the expense in all things of the Iron Company stop up and extinguish or procure the stopping up and extinguishment of all rights of way (if any) affecting any of the land belonging to the Iron Company adjoining the River Derwent except the footpath near Swalwell shown on the said plan No. 1 by being coloured red.

18. The plans sections and specifications herein-before provided to be approved by the Iron Company the Blaydon Council and the Whickham Council respectively shall be submitted by the Railway Company to the said company and councils respectively before the commencement of the works to which they respectively relate and if for two calendar months thereafter the said company and the said councils shall not notify in writing to the Railway. Company any objection thereto they shall be deemed to have approved the same but if they or any of them shall notify any objection the same shall be forthwith referred to and settled by the city engineer of Newcastle-upon-Tyne whose decision shall be final.

19. The footbridge including the footpath over the same referred to in clause 7 of this agreement shall at all times be maintained in proper order and condition by the Railway Company and on the completion of the said footbridge and of the footbridge footpath and steps referred to in clause 2 hereof the Iron Company the Blaydon Council and the Whickham Council shall respectively pay to the Railway Company the sums of two hundred and fifty pounds two hundred pounds and two hundred pounds.

20. The Railway Company will insert in the said Bill in such form as may be reasonably required by the Iron Company a clause providing that the Railway Company shall not take use or interfere with any lands or works of the Iron Company on the west side of the River Derwent without the written consent of the Iron Company.

21. The sum of four thousand pounds to be paid to the Railway Company as provided by an agreement dated the twenty-sixth day of June one thousand eight hundred and ninety-eight and made between Henry Alexander Campbell and Nicholas Henry Bacon of the first part the several persons therein named as parties thereto of the second to the fifth parts (both inclusive) and the Railway Company of the sixth part shall be contributed as follows (that is to say) two thousand pounds by or out of the estate of the said Sir Henry Augustus Clavering

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and the remaining two thousand pounds by or out of the hereditaments or capital money subject to an indenture of settlement dated the twenty-eighth day of December one thousand nine hundred and four (under which Colonel Carr-Ellison is tenant for life in possession) or by Colonel Carr-Ellison personally There shall also be paid by or out of the estate of the said Sir Henry Augustus Clavering to the estate of the said Sir William Aloyzius Clavering the sum of fifty pounds twelve shillings and twopence being the sum which having regard to the benefit derived by those respective estates from the deviation of the Redheugh Branch Railway in the said last-mentioned agreement referred to and to the quantity of land given up and taken in exchange by those respective estates ought to be paid by the former estate to the latter estate for equality of exchange.

22. Colonel Carr-Ellison his successors and assigns and Peter William Purves and Herbert George Carr Carr-Ellison (the trustees of the said indenture of settlement of the twenty-eighth of December one thousand nine hundred and four) their heirs executors administrators or assigns will whenever thereunto required by Sir William Clavering's Trustees their executors administrators heirs or assigns or by Sir Henry Clavering's Trustees their executors administrators heirs or assigns concur with those respective trustees in assuring to the Railway Company or as they may direct the land containing thirteen acres three roods thirty poles to be conveyed to the Railway Company as provided by the said agreement of the twenty-sixth day of June one thousand eight hundred and ninety-eight or so much thereof as shall not at the date of such request have been already conveyed in exchange for the land containing eight acres fourteen poles and other lands (if any) to be assured by the Railway Company as thereby provided.

In witness whereof the parties hereto have executed this agreement in the manner herein-after appearing:—

The common seal of the North Eastern Railway Company was hereunto affixed in the presence of
G. Anthony
Secretary's Office
North Eastern Railway
York.
20935
R.F.D.

Seal of the North Eastern Railway Company.

The common seal of the Consett Iron Company Limited was hereunto affixed in the presence of
William E. Pease
James B. Dale
} Directors.
Edward J. George Secretary.

Seal of the Consett Iron Company Limited.

A.D. 1909.

Signed sealed and delivered by the said Nicholas Henry Bacon in the presence of
Ernest Williams
Raveningham Hall
Norwich
Butler.

NICHOLAS H. BACON. L.S.

Signed sealed and delivered by the said Augusta Maria Valentine Clavering in the presence of
Eric W. Campbell
36 Buckingham Gate S.W.
Gentleman.

AUGUSTA M. V. CLAVERING. L.S.

Signed sealed and delivered by the said Charles Warren Napier Clavering in the presence of
John E. Gibson
Newcastle-upon-Tyne
Solicitor.

C. W. NAPIER CLAVERING. L.S.

Signed sealed and delivered by the said Francis Napier Clavering in the presence of
H. Gurney
Dovercourt
Surgeon.

F. NAPIER CLAVERING. L.S.

Signed sealed and delivered by the said William Gibson in the presence of
John E. Gibson.

WM. GIBSON. L.S.

Signed sealed and delivered by the said Ralph Henry Carr-Ellison in the presence of
H. G. Carr-Ellison
Newcastle-upon-Tyne
Solicitor.

R. H. CARR-ELLISON
Lt.-Col. L.S.

The common seal of the urban district council of Blaydon was hereunto affixed in the presence of
Robt. Richardson Chairman.
Henry Dalton Clerk.

Seal of the Urban District Council of Blaydon.

A.D. 1909.

The common seal of the urban district council of Whickham was hereunto affixed in the presence of

Wm. Fletcher Chairman.
Thos. Lambert Clerk.

Seal of the Urban District Council of Whickham.

SECOND SCHEDULE.

Describing Properties whereof the Owners may be required to sell parts only.

Area.	Nos. on deposited Plans.	Description of Property as in the Books of Reference.
		Railway No. 4.
County Borough of Kingston-upon-Hull - - -	2	Dwelling-house yard and outbuildings.
	3	Dwelling-house yard and outbuildings.
	4	Road.
	5	Stables cowshed yard and outbuildings.
	6	Stackyard.
	7	Paddock.
	9	Dwelling-house and outbuildings.
	10	Stables and cart shed.
	11	Yard and shed.
		Footpath at Derwenthaugh.
Urban District of Blaydon -	2	Sidings and jetty.
		New Road at Dinsdale.
Parish of Middleton Saint George	2	Slag bank.
		Additional Lands at Point Pleasant.
Borough of Wallsend - -	1	Land.
		New Roads (1 and 2) Beverley.
Borough of Beverley - - -	5	Road.
" " - - -	6	Grounds of Ridingfield House.

Area.	Nos. on deposited Plans.	Description of Property as in the Books of Reference.
New Road at Beverley (Chantry Lane).		
Borough of Beverley - -	16	Garden.
	19	Dwelling-house yard and outbuildings.
	20	Dwelling-house yard and outbuildings.
	21	Dwelling-house yard and outbuildings.
	22	Privies and coal-houses.
	23	Passage.

THIRD SCHEDULE.

1. Rates on Persons using the Company's Docks Quays Piers or Jetties.

	s.	*d.*
For every passenger or other person who shall land on any dock quay pier or jetty of the Company from or embark from it on board of any vessel for each time any sum not exceeding	1	0

2. Rates on Passengers' Luggage Bicycles &c. Landed Shipped or Transhipped at the Company's Docks Quays Piers or Jetties.

For every trunk portmanteau box parcel or other package within the description of luggage and not borne by passengers not exceeding 84 pounds.....	0	6
Over 84 pounds and not exceeding 224 pounds.....	1	0
And for every 20 pounds weight in addition.....	0	1
For every bicycle tricycle or other similar vehicle.....	0	4

FOURTH SCHEDULE.

Stamp. Ten shillings.

An Agreement made the sixteenth day of July one thousand nine hundred and nine between the Hull and Barnsley Railway Company (herein-after referred to as "the Hull and Barnsley Company") of the first part and the North Eastern Railway Company (herein-after referred to as "the North Eastern Company") of the second part.

Whereas the North Eastern Company are promoting a Bill in the present session of Parliament intituled "A Bill to confer additional powers upon the North Eastern Railway Company for the construction

A.D. 1909.

of new railways and other works and the acquisition of lands and for other purposes" and by the said Bill it is proposed (inter alia) that power shall be conferred on the North Eastern Company to construct a railway (No. 5) one mile four furlongs four chains eleven yards in length in the county borough of Kingston-upon-Hull and the parish of Preston commencing by a junction with the North Eastern Company's Hull and Withernsea Railway and terminating near the southern boundary of Salt End Pasture and also to construct in connexion with Railway No. 5 a jetty of open pile work (therein and herein-after referred to as "the jetty at Salt End") in the said county borough and the parishes of Preston and Paull on the foreshore of the River Humber commencing at a point on the southern boundary of Salt End Pasture about seventy yards west of Salt End West Light and terminating at a point in the River Humber about five hundred yards south-west of Salt End West Light:

And whereas the Hull and Barnsley Company having petitioned against the said Bill have agreed to withdraw their opposition thereto on the terms and conditions herein-after contained Now it is hereby agreed by and between the parties hereto as follows:—

1. If and whenever the North Eastern Company construct the jetty at Salt End they will in the event of the Hull and Barnsley Company exercising the option herein-after mentioned and obtaining if necessary parliamentary powers make at the joint expense of the two companies at some convenient point to be agreed upon or in default of agreement to be settled by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party on the property of the Hull Joint Dock Committee a junction connecting the said Railway No. 5 with the railways of the said committee.

2. The North Eastern Railway Company hereby grant to the Hull and Barnsley Company an option (to be exercised within three years after the passing of the said Bill by notice in writing under their common seal) to acquire subject to the sanction of Parliament an undivided half share of so much of the said Railway No. 5 as will lie to the southward of the junction above mentioned and also an undivided half share of the said jetty at Salt End Provided that if at any time within such period of three years the North Eastern Company shall give to the Hull and Barnsley Company notice in writing of their intention to proceed with the construction of the said railway and jetty the Hull and Barnsley Company shall within three months of their receipt of such notice declare in writing to the North Eastern Company their intention to exercise such option as aforesaid and in default of their so declaring their option shall cease.

3. If further parliamentary powers are required to carry out the terms of this agreement such powers shall be obtained by and at the expense of the Hull and Barnsley Company and the North

Eastern Company shall co-operate with the Hull and Barnsley Company to obtain such powers.

4. The North Eastern Company will not without the consent in writing of the Hull and Barnsley Company construct the said railway further to the west than is shown by the centre line drawn upon the plan deposited in Parliament in connexion with the said Bill.

5. This agreement is made subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration herein it shall be competent to either party to withdraw the same.

In witness whereof the Hull and Barnsley Company and the North Eastern Company have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the Hull and Barnsley Railway Company was affixed hereto in the presence of

W. S. Wright 2/147
Chairman.

Seal of the Hull and Barnsley Railway Company.

The common seal of the North Eastern Railway Company was affixed hereto in the presence of

G. Anthony 20,995
Secretary's Office W.B.
North Eastern Railway
York.

Seal of the North Eastern Railway Company.

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