



CHAPTER xxv.

An Act to enable the Dock Company at Kingston-upon-Hull to extend their Works, and to raise additional Capital; and for other purposes. A.D. 1877.
[17th May 1877.]

WHEREAS several Acts of Parliament have been from time to time passed relating to the Dock Company at Kingston-upon-Hull, in this Act respectively referred to as “the Dock Acts” and “the Company:”

And whereas, to meet the increased and increasing trade of the port of Hull, the Company desire to provide additional accommodation and to improve the works of the Company connected with their docks, but for such purposes it is necessary that they should have power to raise further capital and to acquire the lands and to execute the works in this Act specified:

And whereas articles of agreement (a copy of which is set forth in the schedule to this Act annexed) were made on the thirtieth day of January one thousand eight hundred and seventy-seven between the Honourable Charles Alexander Gore, the Commissioner of Her Majesty’s Woods, Forests, and Land Revenues, having the management and direction of certain parts of the land revenues of the Crown, including the lands and revenues therein-after described, on behalf of Her Majesty, of the first part, the Company of the second part, and the Queen’s most Excellent Majesty of the third part, for the purchase by the Company of certain lands, and the foreshore in front thereof, of which Her Majesty, in right of her Crown, is or claims to be entitled, and which are situate to the eastward of the River Hull or Old Harbour, near its confluence with the River Humber, which lands and foreshore are in the said articles of agreement more particularly described, and are herein-after and therein referred to as “The Citadel Estate,” and for the transfer to the Company of a debt due by the Hull South Bridge Company to the Crown, and of certain rights and powers of the Commissioners of Her Majesty’s Woods, Forests, and Land Revenues in relation to the appointment of directors and otherwise, under “The Hull South

A.D. 1877. — Bridge Act, 1862," and "The Hull South Bridge Amendment Act, 1866," and it is expedient that the said articles of agreement should be confirmed, and that such provisions in relation thereto as are in this Act contained should be made :

And whereas the Company have by agreement purchased certain lands near the Princes Dock and the Humber Dock of the Company, and have also by agreement purchased from Earle's Shipbuilding and Engineering Company (Limited) certain lands near the Victoria Dock of the Company (being other parts of the lands required for the purposes aforesaid), and part of the said lands so purchased as aforesaid from Earle's Shipbuilding and Engineering Company (Limited) have been granted and conveyed unto and to the use of Sir William Wright, John Raspin Ringrose, and Joseph Walker Pease, their heirs and assigns, upon trust for the Company, their successors and assigns, and it is expedient that the purchase of the said lands and the application of the moneys of the Company thereto should be ratified and confirmed, and that the said last-mentioned lands so granted and conveyed as aforesaid should be transferred to and vested in the Company for the purposes of this Act :

And whereas it is expedient that the Acts relating to the Company should be in various respects amended, and that further powers should be conferred upon the Company, and that for such purposes provisions should be made such as are in this Act contained :

And whereas plans and sections showing the lines and levels of the works authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the town and county of the town of Kingston-upon-Hull, and are herein-after referred to as the deposited plans, sections, and books of reference :

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 Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title.

1. This Act may be cited as "The Hull Docks Act, 1877."

Construction of Act.

2. This Act shall be read and have effect as one Act with "The Hull Docks Act, 1861," and other Acts relating to the Company, so far as the same remain in force after the passing of this Act.

3. The following Acts and parts of Acts, so far as they are applicable for the purposes of and are not varied by or inconsistent with this Act, are hereby incorporated with this Act; (that is to say,)

“The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;”
Such of the provisions of “The Companies Clauses Consolidation Act, 1845,” as are incorporated with “The Hull Docks Act, 1861;”

Sections fourteen, fifteen, and twenty-eight of “The Harbours, Docks, and Piers Clauses Act, 1847;”

and the several words and expressions to which by the Acts wholly or partially incorporated with this Act meanings are assigned have in this Act, except where otherwise expressly provided, the same respective meanings, unless excluded by the subject or context.

4. The Company may from time to time, by an order of any meeting thereof, raise by the creation of new shares or stock, in addition to any sums which they have raised or are authorised to raise under and by virtue of any Act, any further sum or sums of money not exceeding in the whole one million pounds, and such additional capital may be raised by all or any of the means authorised by “The Hull Docks Act, 1861,” as the Company from time to time think fit: Provided always, that on the issue of any shares or stock for raising all or any part of the said sum of one million pounds there shall be paid by the party or parties to whom the same shall be issued a sum of not less than twenty per centum upon the amount of the shares or stock so issued.

5. The capital to be raised under the powers of this Act shall be considered as part of the general capital of the Company, and such new capital and new shares or stock shall be subject to the same provisions in all respects as if such capital had been part of the capital authorised to be raised by the said Act of 1861, except as to the times of making calls for such additional capital and the amount of such calls, which respectively the directors of the Company may from time to time fix as they shall think fit.

6. Instead of raising the whole of the said sum of one million pounds by shares or stock, the Company may from time to time and at any time after the passing of this Act borrow any part of that sum not exceeding three hundred and thirty-four thousand pounds either on mortgage or bond or by the issue of debenture stock: Provided always, that all mortgages, bonds, or debenture stock granted or issued by the Company before the passing of this Act, and which shall be subsisting at the time of the passing thereof, shall, during the continuance of such mortgages, bonds, or debentures,

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Certain provisions of general Acts herein named incorporated.

Power to raise 1,000,000*l.* by new shares, &c.

New shares or stock to be considered same as original shares.

Power to borrow.

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Application of moneys raised under this Act.

7. All moneys raised under this Act shall be applied to the general purposes of the Company.

Provision as to loan by Public Works Loan Commissioners.

8. Nothing in this Act shall operate to empower the Company to borrow any loan from the Public Works Loan Commissioners: Provided that if the Public Works Loan Commissioners advance any loan to the Company under "The Harbours and Passing Tolls, &c. Act, 1861," and the Acts amending the same,—

(1.) That loan and the security therefor shall not have priority over any loan previously borrowed under this Act or any other Acts of the Company, or the security therefor, except so far as the creditors consent to such priority under "The Public Works Loan Act, 1875," or otherwise, but shall have priority over any loan subsequently borrowed in pursuance of this Act or any other Act of the Company, and the security therefor; and

(2.) The amount which the Company are authorised by this Act or any other Act to borrow shall be diminished by the amount of any loan borrowed from the Public Works Loan Commissioners under "The Harbours and Passing Tolls, &c. Act, 1861," and the Acts amending the same.

Remuneration of directors.

9. From and after the passing of this Act the remuneration of the directors shall be such as may from time to time be determined by the Company at any extraordinary meeting specially convened for that purpose: Provided always, that the remuneration heretofore payable to the directors shall, until altered by the Company in manner aforesaid, continue unchanged.

Future appointment of secretary, treasurer, or solicitor of Company to be by directors.

10. Whenever after the passing of this Act the secretary, the treasurer, or the solicitor of the Company for the time being shall die, resign, or cease by dismissal or otherwise to act as such, the directors may from time to time appoint a person in the place of such secretary, treasurer, or solicitor, and they may afterwards dismiss any such person, anything in section fifty-eight of "The Kingston-upon-Hull Dock Act, 1844," to the contrary notwithstanding.

Articles of agreement in schedule confirmed. Provision as to transfer of powers.

11. The said articles of agreement made the thirtieth day of January one thousand eight hundred and seventy-seven between the Honourable Charles Alexander Gore, one of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and the Company, are by this Act confirmed, and shall be binding upon the Company as fully and effectually as if the same had been made

after the passing of this Act in pursuance of powers in this Act contained, and had then been duly executed by the said Charles Alexander Gore, therein named, and by the Company pursuant to authority in that behalf contained in this Act. Such of the several powers vested in the said Charles Alexander Gore, or other the Commissioner or Commissioners of Her Majesty's Woods, Forests, and Land Revenues, by "The Hull South Bridge Act, 1862," and "The Hull South Bridge Amendment Act, 1866," and in pursuance of the agreements by the said Acts respectively confirmed, as are mentioned in sub-sections A., B., and C. in Article 9 of the said agreement, shall, in accordance with the terms of the said article, not be exercised without the approval of the Company so long as the instalments of the purchase money and the interest on the balance thereof for the time being due shall be paid in accordance with the terms of the said agreement, and when the whole of the said purchase money and interest shall have been duly paid in manner aforesaid, then, in accordance with the terms of the said article, such of the said powers as aforesaid shall be and the same are hereby transferred to and vested in the Company, and the same may thereupon and thereafter be exercised by the Company in like manner in every respect as if the same had been by the said "Hull South Bridge Act, 1862," and the said "Hull South Bridge Amendment Act, 1866," vested in the Company, and such powers shall be in addition to any other powers of the Company for the like purposes, or any of them: Provided always, that the Company shall be entitled to appoint only one director of the said Hull South Bridge Company.

12. The transfer of the debt due by the Hull South Bridge Company to the Crown, and secured by "The Hull South Bridge Act, 1862," and "The Hull South Bridge Amendment Act, 1866," (in the said articles of agreement and herein-after referred to as "the Hull South Bridge Loan,") in accordance with the provisions of the said articles of agreement, shall be effected by a deed executed by the said Charles Alexander Gore, or other the Commissioner or Commissioners of Her Majesty's Woods, Forests, and Land Revenues in charge of the lands and revenues to which the said agreement relates, and thereupon the same shall be a debt due from the said Hull South Bridge Company to the Company, and shall continue to be the first charge upon the undertaking and property of the said Hull South Bridge Company, and upon the tolls receivable in respect thereof, and to have priority over all other debts of the said Hull South Bridge Company, and the said undertaking, property, and tolls shall be discharged from all further claims of Her Majesty, her heirs or successors, in respect of the said Hull South Bridge Loan,

As to the transfer of South Bridge Loan to the Company.

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and all rights, benefits, powers, and remedies with respect thereto, or for the recovery thereof, of Her Majesty, her heirs or successors, or of the said Commissioner or Commissioners of Her Majesty's Woods, Forests, and Land Revenues, under the said "Hull South Bridge Act, 1862," and the said "Hull South Bridge Amendment Act, 1866," and the agreements thereby respectively confirmed, shall be transferred to and be vested in, be exerciseable by, and shall enure to the benefit of the Company; and with respect to all such rights, powers, and remedies the Company shall to all intents and purposes represent Her Majesty, her heirs or successors, and the said Commissioner or Commissioners, as if in the Acts and agreements respectively the Company had been mentioned in their stead; and the generality of this enactment shall not be restricted by any other provisions in this Act contained: Provided always, that the said rights, powers, and remedies shall be exerciseable and enforceable by the Company by such means and proceedings in the High Court of Justice or elsewhere as are usual as between subject and subject.

Confirmation
of purchase
of lands.

13. The purchases of the lands near the Princes Dock and the Humber Dock and of the lands from Earle's Shipbuilding and Engineering Company (Limited) near the Victoria Dock, made by or on behalf of the Company before the passing of this Act, are hereby respectively ratified, confirmed, and made binding.

Power for
Company to
take and use
lands for
works au-
thorised by
Act.

14. For the purposes of the several works by this Act authorised and shown on the deposited plans, and also for the general purpose of carrying this Act into effect, the Company from time to time may use such of the lands from time to time belonging to them as they may think fit; and, subject to the provisions of this Act, the Company from time to time may enter upon, take, and use the lands shown on the deposited plans and specified in the deposited books of reference thereto respectively, or such of them as they think requisite.

Power to
Company
to make new
street im-
provements.

15. Subject to the provisions of this Act and to their acquiring the Citadel Estate, the Company may make, in the situations and lines, and according to the levels, and in and upon the lands respectively shown on the deposited plans and sections, the street improvements following; (that is to say,)

The widening, altering, and improving of the street called or known as Tower Street, and of the levels thereof;

The altering and improving Conduit Street, and the levels thereof;

The widening, altering, and improving of the existing private road leading from Tower Street aforesaid to the road called or known as the South Bridge Road, for the purpose of converting the same into a public road.

16. When the street improvements by this Act authorised have been made by the Company, and the said streets and road have been sewered, levelled, metalled, channelled, and made good by the Company to the reasonable satisfaction of the urban sanitary authority of the district, the same shall become highways repairable by the inhabitants at large, and shall vest in and be under the control of the said urban authority, and thereupon the Company may discontinue and stop up the street or road called or known as Citadel Street, and also the road leading from the said Citadel Street to the said South Bridge Road, and thereupon the site and soil of the same shall vest in the Company, and all rights of way over the said street and road shall, so far as the same are bounded on both sides by lands of the Company, be extinguished.

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Power to
stop up
Citadel
Street, &c.

17. The Company, in the execution of the works by this Act authorised, may deviate laterally from the lines of the works within the limits of deviation shown on the deposited plans, and may deviate from the levels of the works shown on the deposited sections to any extent not exceeding five feet.

Limits of
deviation.

18. The Company shall permit the urban sanitary authority of Kingston-upon-Hull to take water from the Victoria Dock for the flushing of any sewer which may be constructed under Tower Street in substitution for that in Citadel Street, and on similar terms.

As to flush-
ing sewer
under Tower
Street.

19. When the improvements in Tower Street by this Act authorised are made, the road leading from Tower Street over the bridge across the western entrance to the Victoria Dock to the south end of Harcourt Street shall thenceforth and for ever thereafter become public highways, and, except so far as the same passes over the said bridge, shall be maintained accordingly; and the said bridge shall, subject to the byelaws now or for the time being in force in relation thereto, be opened and be also kept in repair by and at the expense of the Company as the owners thereof.

As to ap-
proaches to
bridge over
the Victoria
Dock en-
trance, and
repair, &c.
of that
bridge.

20. For the purposes of enlarging and improving the docks, basins, and other works of the Company, and for the extraordinary purposes specified in section twenty of "The Harbours, Docks, and Piers Clauses Act, 1847," the Company from time to time, in addition to the lands which the Company may hold or purchase by virtue of the Dock Acts, or any of them, and the lands by this Act authorised to be taken or acquired by them, may contract with any person willing and able to sell the same for the purchase of any land adjoining or near to any of the docks, basins, works, and lands of the Company, not exceeding in the whole fifty acres; and all persons who, under the provisions of "The Lands Clauses Consolidation Act, 1845," are enabled to sell and convey or release lands, may sell

Lands
for extra-
ordinary
purposes.

A.D. 1877. and convey or release any lands required by the Company for any such extraordinary purposes.

Errors and omissions in plans, &c. to be corrected.

21. If any omission, mis-statement, or erroneous description shall have been made of any lands, or of the owners, lessees, or occupiers of any lands, described in the deposited plans or books of reference, it shall be lawful for the Company, after giving ten days notice to the owners, lessees, and occupiers of the lands affected by such proposed correction, to apply to two justices for the correction thereof; and if it shall appear to such justices that such omission, mis-statement, or erroneous description arose from mistake, they shall certify the same accordingly, and they shall in such certificate state the particulars of any such omission, mis-statement, or erroneous description, and in what respect any such matter shall have been omitted, mis-stated, or erroneously described; and such certificate shall be deposited with the clerk of the peace for the town and county of the town of Kingston-upon-Hull and with the parish clerk of every parish in which any lands affected by such certificate shall be situate, and shall be kept by such clerk of the peace along with the documents to which they relate; and thereupon the said plan and book of reference shall be deemed to be corrected according to such certificate, and it shall be lawful for the Company to make the works by this Act authorised in accordance with such certificate.

Copies of plans, &c. to be evidence.

22. True copies of the deposited plans and books of reference, or of any alteration or correction thereof or extracts therefrom, certified by the said clerk of the peace for the time being (which certificate such clerk of the peace shall give to all parties interested when required), shall be received in all courts of justice or elsewhere as evidence of the contents thereof.

Company may extinguish rights of way over certain footpath.

23. The site and soil of the footpath over the lands purchased by the Company from Earle's Shipbuilding and Engineering Company (Limited) shall vest in the Company, and all rights of way over such footpath shall be extinguished.

Power to take easements, &c. by agreement.

24. Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands, may, if they think fit, subject to the provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, 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.

25. If the works by this Act authorised are not completed within four years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for executing and completing the said works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed. A.D. 1877.

Period for completion of works.

26. The powers of the Company for the compulsory acquisition of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for compulsory acquisition of lands.

27. The Dock Acts, and all and every of the provisions, powers, rates, matters, and things, of what nature or kind soever, therein respectively contained and authorised (except such of them and so far as the same or any of them have been altered, varied, or repealed by any of the said Acts, or are altered, varied, or repealed by this Act, or otherwise), shall extend to and be in force with respect to any dock, quay, and wharf, and all other works made or to be made by the Company.

Provisions of Dock Acts to be in force in respect of all works of Company.

28. Section one hundred and ten of "The Hull Docks Act, 1861," (relating to vessels remaining in docks) shall, with respect to any vessel coming into a dock or basin of the Company after the passing of this Act, have effect as if the words "three months" were substituted throughout that section for the words "six months."

Additional rate on vessels remaining in docks more than three months.

29. The Company may, if they think fit, from time to time appropriate the use of particular docks or parts of docks to steam vessels, either exclusively or in conjunction with sailing vessels, or to vessels engaged in particular trades, or to any other vessels or class of vessels in relation to which any circumstances in their judgment make the appropriation expedient, but it shall not be lawful for the Company under this enactment to exclude any river or canal craft from entering or using any docks or parts of docks appropriated as aforesaid.

Power to regulate use of docks.

30. The Company may construct such warehouses, buildings, yards, depôts, and sheds for the reception of goods, and may construct and erect such steam engines, cranes, hoisting and weighing machines, and other apparatus for facilitating the loading and discharge or the masting or unmasting of vessels, and tanks for watering horses and cattle, and may provide such other conveniences upon or near the quays as they shall think expedient for the accommodation of the trade of the port of Hull, and may make reasonable charges for the use of any of such warehouses, buildings, yards, depôts, sheds, steam engines, cranes, hoisting and weighing machines, and other such apparatus and conveniences as aforesaid, and may, if they shall deem it expedient, upon payment of such rent or other

Depôts, sheds, cranes, &c. may be erected.

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sums of money, and subject to such terms and conditions as they shall think proper, let the whole or any part of any warehouses, buildings, yards, depôts, and sheds, with or without any appendages thereto, whether constructed before or after the passing of this Act, or any land as a site for any warehouse, building, yard, depôt, or shed, or any appendages thereto.

Application
of rents,
purchase
moneys, &c.

31. All moneys received by the Company by way of rent or other payments in respect of any demise, lease, setting apart, or appropriation under the authority of this Act shall be applied by the Company as part of their ordinary revenue, and all moneys received by the Company, either as purchase moneys of lands sold or for equality of exchange or as consideration for a lease, shall be applied exclusively on works or objects on which capital may properly be expended, or the same may, in the discretion of the Company, be applied towards the reduction of the debt owing by the Company.

Account
of goods
landed or
shipped to
be given to
collector of
rates.

32. Where any goods are intended to be landed or discharged from or to be shipped on board any vessel, and any wharfage rates or other payments will become payable to the Company in respect of such goods if so landed, discharged, or shipped as aforesaid, the person for the time being appointed by the Company to collect any of the rates or other payments payable to the Company in respect of such goods, in this Act referred to as "the collector of rates," may require the master of the vessel from which any such goods shall be intended to be landed or discharged, or the owner of any such goods, or his agent, and also the owner of any goods intended to be shipped, or his agent, to give the collector of rates the best account in writing in his power of the kinds, weights, and quantities of such goods; and any such master, owner, or agent as aforesaid who shall fail to give such account as aforesaid when duly required as aforesaid, or shall wilfully give or sign, or cause to be given or signed, a false account, shall for every such offence be liable to a penalty not exceeding twenty pounds.

Penalty on
giving false
draught of
water.

33. If the master of any vessel entering or leaving, or intending to enter or leave, any dock or basin of the Company shall give false information of the draught of such vessel to the dock-master, or any person acting for or by order of such dock-master, or shall do or permit any act to be done by which the draught of the vessel shall be increased after he has given such information as aforesaid, without previously acquainting such dock-master of the intended doing or permitting of such act, such master shall for every such offence be liable to a penalty not exceeding one hundred pounds, and the Company shall not be responsible for any damage which may be sustained by the said vessel while entering or leaving such dock or

basin of the Company; and if by reason of such false information or such increase of the draught of the vessel as aforesaid any of the works of the Company shall be injured, or any vessel shall be prevented from or hindered in entering or leaving any dock or basin of the Company, or shall otherwise sustain any injury for which the Company may in the first instance be held liable, such master or the owner of the said vessel shall make good any such injury or damage to the Company, and the same may be recovered as any penalties are by "The Hull Docks Act, 1844," authorised to be recovered, and in the meantime the same shall be a charge upon the said vessel.

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34. In addition to the byelaws which the Company are authorised to make under any of the Dock Acts, the Company may from time to time make, alter, and repeal such byelaws (if any) as they think fit for all or any of the following purposes; (that is to say,)

Extension
of powers as
to byelaws.

For the prescribing of any form in which the account of the kinds, weights, and quantities of any goods to be given to the collector of rates shall be prepared, and of any limitations, exceptions, and conditions subject to which the collector of rates shall require such accounts to be given under this Act, and which the Company, having regard to the convenience of the trade of the port, may think necessary; and

For any purposes necessary for carrying into effect the provisions of this Act and of the Dock Acts:

And any byelaws made by the Company under the authority of this section shall be subject in every respect to the provisions contained in "The Harbours, Docks, and Piers Clauses Act, 1847," with respect to byelaws.

35. Whereas at an extraordinary meeting of the Company held on the second day of February one thousand eight hundred and seventy-seven it was resolved:

Special
recognition
of the ser-
vices of Sir
William
Wright.

"That the sincere thanks of the proprietors be given to Sir William Wright on the occasion of his entering this day on the twentieth year of his tenure of office as director, deputy chairman, and chairman of this Company, in grateful recognition of the eminent services rendered by him to the Company, which have mainly contributed to place its affairs in their present state of prosperity, and that the Board of Directors be and they are hereby authorised and requested to take such steps as may be requisite to carry out, and if necessary to provide in the Company's Bill now before Parliament for carrying out, the recommendations contained in the resolutions passed by them on the eighth of January

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“ last relative to the grant of two thousand guineas to the
“ chairman :”

And whereas it is expedient to give effect to the said resolution :
Be it therefore enacted, that forthwith upon the passing of this Act
the directors of the Company shall, out of the income of the Com-
pany, pay the sum of two thousand guineas to the said Sir William
Wright, if he shall be then alive, or if he shall not be then alive, to
his executors, administrators, or assigns.

Company not
exempt from
provisions
of present
and future
general Acts.

36. Nothing in this Act contained shall exempt the Company or
their undertaking from the provisions of any general Acts relating
to docks now in force or which may hereafter pass during this or
any future session of Parliament.

Expenses of
Act.

37. All the costs, charges, and expenses incurred by or on behalf
of the Company in applying for, obtaining, and passing this Act, or
preparatory or incidental thereto, shall be paid by the Company.

SCHEDULE referred to in the foregoing Act.

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ARTICLES OF AGREEMENT made the 30th day of January 1877, between the Honourable Charles Alexander Gore, the Commissioner of Her Majesty's Woods, Forests, and Land Revenues, having the management and direction of certain parts of the Land Revenues of the Crown, including the lands and revenues herein-after described, on behalf of Her Majesty, of the first part, the Dock Company at Kingston-upon-Hull of the second part, and the Queen's most Excellent Majesty of the third part.

THE said Charles Alexander Gore, as such Commissioner as aforesaid, doth hereby, on behalf of the Queen's Majesty, in exercise of the powers vested in him by the Acts 10th George 4th, chapter 50, and 14th and 15th Victoria, chapter 42, and of all other powers enabling him in this behalf, and with the consent of the Lords Commissioners of Her Majesty's Treasury, signified by their warrant dated the 1st day of May 1876, covenant and agree with the Dock Company at Kingston-upon-Hull (herein-after called "the Company") and the Company do hereby, for themselves and their assigns, covenant and agree with the Queen's most Excellent Majesty, her heirs and successors, as follows; (that is to say,)

1. This agreement (except as to the 14th and 15th articles thereof) shall only take effect in case by an Act of Parliament to be passed on or before the 31st day of August 1877 the Company shall be authorised to make the purchase to which this agreement relates, and in such case the Company will at any time after the passing of the Act, on the request in writing of the said Charles Alexander Gore, or other the Commissioner or Commissioners of Her Majesty's Woods, Forests, and Land Revenues in charge of the lands and revenues to which this agreement relates (herein-after called "the Commissioner"), execute such deed for confirming the first thirteen articles of this agreement as may be required by the Commissioner.

2. The said Charles Alexander Gore, on behalf of Her Majesty, will sell, and the Company will purchase for the sum of £220,000, and on the terms and conditions herein-after mentioned:—

First. The Hull Citadel Estate (with the foreshore in front thereof) described in the 1st, 2nd, 3rd, and 4th parts of the First Schedule hereto, and delineated and coloured dark red, light red, yellow, and green on a plan which has been signed by the said Charles Alexander Gore and by Sir William Wright, the chairman of the Company, and deposited in the office of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, the lands described in the 1st, 2nd, and 3rd parts of the said First Schedule, containing 49 acres 1 rood 3 perches, or thereabouts, and the foreshore described in the said 4th part of the said First Schedule, containing 4 acres 1 rood 32 perches, or thereabouts, all which premises are situate

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in the county of the town of Kingston-upon-Hull, subject to the leases and agreements for leases and tenancies mentioned in the 1st and 2nd parts of the said First Schedule, and to all other leases or agreements, and to "The Hull South Bridge Act, 1862," and "The Hull South Bridge Amendment Act, 1866," and to all existing rights and easements in, over, or under the same, together with the powers mentioned in sections 3 and 4 of the agreement dated the 3rd of March 1862, annexed to "The Hull South Bridge Act, 1862," relating to making sewers, vaults, cellars, or other excavations or works under the road therein mentioned, and making sidings into and junctions with the tramways thereon, and of making roads to join the said road, and of using the tramway and road therein mentioned, and as regards such part of the said foreshore as is in front of the lands Number 1, Number 4, and Number 4A in the said First Schedule, reserving a power of agreeing at any time before the 31st day of August 1882 for the grant of a lease thereof to the owners of the Crown leases or agreements for leases of the adjoining land co-extensive with the existing lease or agreement for lease upon terms and conditions to be settled in manner following; (that is to say,) If before the completion of the purchase to which these presents relate, to be settled between the Commissioner and the lessees and the Company; if after the completion of the said purchase, to be settled between the lessees and the Company; if not settled in manner aforesaid, to be settled by arbitration. One of the said terms and conditions being that such lease shall be subject to the usual covenant against constructing on such foreshore any work or doing any other matter or thing therein or thereupon which may prejudice or obstruct navigation, or injure or prejudicially affect the said lands numbered 1, 4, and 4A, and to a proviso for re-entry in case of breach of such covenant:

Secondly. The interests mentioned in the Second Schedule hereto, subject to the rents and conditions payable and to be observed in respect thereof:

Thirdly. A debt of £16,603 13s. 5d. secured to Her Majesty by "The Hull South Bridge Act, 1862," and "The Hull South Bridge Amendment Act, 1866," and herein-after called "the Hull South Bridge Loan."

3. The said sum of £220,000 shall be paid as follows; (that is to say,) £40,000, part thereof, on or before the 31st day of August 1877, and the remainder by five instalments, viz., the first four thereof being of £40,000 each, and the last thereof being £20,000, the first of such instalments to be paid on the 31st day of August 1878, and one instalment to be paid on the 31st day of August in each succeeding year until payment of the whole £220,000. Provided always, that the Company shall have the option of anticipating all or any of the said instalments on giving one calendar month's previous notice in writing to the Commissioner.

4. Interest at the rate of £4 per centum per annum on the said principal sum of £220,000, or on so much thereof as shall from time to time remain unpaid, shall become due and be paid by the Company to Her Majesty from the 31st day of August 1877 until the whole principal sum is paid, such interest to be payable half-yearly on the last day of February and the last day of August in every year, the first payment of interest to be made on the last day of February 1878.

5. On payment of the said sum of £40,000 on the 31st day of August 1877 the Company shall be entitled as from that day to the possession of such parts of the property described in the First Schedule hereto as shall then be in hand, and to the rents reserved by the leases or agreements for leases, or tenancies of such parts as are let, and from that day shall pay all payments and outgoings of every kind in respect of the property which are payable by the Crown (including the rents mentioned in the Second Schedule), all which rents and outgoings shall for the purposes of this clause be apportioned; but nevertheless the rents becoming due up to the 11th day of October 1877 shall be received by the Crown Receiver, and the proportion for the period between the 31st day of August and the 10th day of October shall be paid to the Company, less a proportion of cost of agency.

6. The interest from the Hull South Bridge Loan shall be received by the Crown up to the date of the full payment of the said sum of £220,000, and shall be credited to the Company party hereto as a receipt on account of the interest due by virtue of these presents.

7. No conveyance of the land hereby agreed to be sold or transfer of the Hull South Bridge Loan shall be made to the Company until the whole of the said sum of £220,000 and interest has been paid by the Company, and such sum of £220,000 and the interest thereon shall form the first charge upon the land hereby agreed to be sold, and on the Hull South Bridge Loan, and on all works to be constructed or erected on the land hereby agreed to be sold, and shall as regards such land and works and loan take precedence of and have priority over all debts or liabilities, present or future, of the Company, and such principal sum of £220,000 and interest thereon shall also be a debt due from the Company to Her Majesty.

8. In case the Hull South Bridge Loan, or any part thereof, is paid off before the whole of the said purchase money of £220,000 is paid, the same shall be received by the Crown on account of the said purchase money, but the amount of the annual instalments to be paid by the Company shall not be diminished, except only the amount of the last instalment. Interest at £4 per centum per annum shall be credited to the Company upon any sum so received from the Hull South Bridge Company.

9. So long as the instalments of the said purchase money and interest on the balance thereof for the time being due shall be paid, the said Charles Alexander Gore, or other Commissioner or Commissioners of Her Majesty's Woods, Forests, and Land Revenues in charge of the lands and revenues to which this agreement relates, will not exercise the under-mentioned powers vested in him by "The Hull South Bridge Act, 1862," and "The Hull South Bridge Amendment Act, 1866," without the approval of the Company party hereto; (that is to say,)

(A.) The power contained in section 7 of the agreement dated 3rd March 1862, confirmed by "The Hull South Bridge Act, 1862," of approving any proposed reduction of toll:

(B.) The power contained in section 2 of the agreement dated 16th December 1865 of taking certain proceedings in the event of non-payment of interest by the Hull South Bridge Company within the time thereby limited:

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(C.) The power contained in section 5 of the last-mentioned agreement, authorising the appointment and removal by the Commissioner of two ex-officio directors, but the present ex-officio directors appointed by the Commissioner shall continue to hold office during the pleasure of the Commissioner :

On payment of the whole of the said purchase-money of £220,000 the above-mentioned powers shall, so far as the Commissioner can assent thereto, become vested in the Company. This 9th article is subject to the Commissioner having by the intended Act or otherwise power to assent thereto.

10. The conveyance of the land or foreshore described in Part 4 of the said First Schedule shall be by a separate deed, and be subject to a covenant on the part of the Company, in the form usual in the office of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, against constructing thereon any work or doing any other matter or thing therein or thereupon which may prejudice or obstruct navigation, other than such works as have been or may hereafter be sanctioned by Parliament, and to a proviso for re-entry in case of breach of that covenant.

11. Upon payment of the whole of the said purchase money of £220,000 and the interest thereon, conveyances to the Company of the land hereby agreed to be sold, and a transfer of the Hull South Bridge Loan, shall be executed by the Commissioner, which conveyances and transfer shall be prepared in duplicate at the office of the Commissioners in the form usually adopted in that office.

12. The Company shall not be entitled to require the production of any abstract or other evidence of title to the lands hereby agreed to be sold, and as regards the Hull South Bridge Loan, the Company shall not require any further evidence of title thereto than the production of the articles of agreement dated the 3rd day of March 1862 and the 16th day of December 1865, scheduled to and confirmed by "The Hull South Bridge Act, 1862," and "The Hull South Bridge Amendment Act, 1866," and a certificate under the hand of the Commissioner that the principal sum of £16,603 13s. 5d. is due to Her Majesty, her heirs and successors, under and by virtue thereof.

13. The description of the property sold contained in the Schedules hereto and in the said plan is believed and shall be taken to be correct, and no compensation shall be given or required nor shall this agreement be prejudiced in case any inaccuracy shall be found therein.

14. The following agreement is also made between the said Commissioner (with the approval of the Commissioners of Her Majesty's Treasury, signified as aforesaid), and is to be performed whether the sanction of Parliament shall or shall not be obtained ; (that is to say,)

The Company will pay to Her Majesty, her heirs and successors, interest on the said sum of £220,000 at the rate of £4 per cent. per annum, computed from the 3rd day of May 1876 to the said 31st day of August 1877 :

Against the said payment of interest, and by way of deduction therefrom, the Company shall be credited with (1) the amount of the net rents received from the tenants of the property sold from the said 3rd day of May 1876 to the 31st day of August 1877, such net rents to be considered as becoming due from day to day, less all deductions properly made by the tenants and all outgoings payable by the Crown, and less expenses of

agency and management and other necessary expenses; (2) the interest received by the Crown on the said loan of £16,603 13s. 5d. in respect of the same period:

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During the same period the property shall be at the risk of the Company in the same manner as if they had become the purchasers thereof on the 3rd day of May 1876, and all losses by fire or otherwise not covered by insurance shall be borne by them:

The lettings of and other dealings with the property up to the 31st day of August 1877 shall be subject to the approval of the Company or their agent:

In order to the making of the said payment by the Company, the Commissioner will, in respect of the time between the 3rd day of May 1876 and the 31st day of August 1877, cause to be transmitted to the Company periodical accounts showing the requisite particulars, and the Company will, within one calendar month after the rendering of any such account, pay to the Crown Receiver the balance due from the Company in respect of the period to which the said account is made up.

15. The Company shall pay to the Commissioners of Her Majesty's Woods, Forests, and Land Revenues for the time being all costs, charges, and expenses which have been or may be incurred by them or either of them in relation to this agreement, or to the intended application to Parliament, and consequent thereon, including the costs of any deeds of conveyance and transfer to the Company.

In witness whereof the said Charles Alexander Gore hath hereunto set his hand and seal and the Company have caused their common seal to be hereunto affixed.

The FIRST SCHEDULE above referred to.

PART I.

Date of Lease or Agreement for Lease.	Name of Lessee.	Property leased. The Dimensions and Quantities are more or less.	No. on Plan.	Term for which leased.	Yearly Rent.
29 August 1862 -	Martin Samuelson, William Henry Moss, and Alexander Samuelson.	First. A parcel of land or foreshore, with buildings thereon, containing about 2 acres and a half.	1	99 years from 5th April 1861.	£ 250
		Secondly. A piece of land on the north side of and adjoining the land first described, containing about 2,173 square yards.	1A	Do. - - -	100
Same date -	Same - -	4,386 square yards - -	2	98 years from 5th April 1862.	200
28 February 1866	Thomas Toogood -	160 square yards, with the Citadel Hotel thereon.	3	96 years from 5th April 1864.	12
2 May 1872 -	Humphrys & Pearson	First. 20,101 square yards, with buildings thereon. Secondly. 11,800 square yards adjoining thereto.	{ 4 4A }	91 years computed from 10th October 1869 -	} 1,590

PART II.

Date of Agreement or License.	Name of Tenant.	Property let on short Tenancies. Dimensions more or less.	Letter on Plan.	Duration of Tenancy.	Yearly Rent.
30 August 1869 and 18th May 1874 -	{ Joseph A. Wade and John E. Wade -	{ 1,774 square yards and 1,858 square yards.	A A1	Yearly, determinable by 6 months notice in writing, to expire at any time.	£ s. d. 181 12 0
5 January 1870 & 18th May 1874.	Same - -	3,240 square yards -	B	Same - - -	162 0 0
2 January 1871 and 18 May 1874.	Same - - -	614 square yards - 553 square yards -	C C1	Yearly, determinable by one month's notice in writing, to expire at any time.	30 14 0 27 13 0
1st July 1871 & 18th May 1874.	Same - - -	680 square yards -	D	Same as A - - -	34 0 0
5 March 1873 & 5 June 1874.	George D. Wallis -	1,833 $\frac{2}{3}$ square yards -	E	Do. - - -	91 13 4
18th July 1872 & 18 May 1874.	John Crowther, Metcalf Harrison, Stephen West, and Joseph William Harrison.	5,662 $\frac{2}{3}$ square yards -	F	Do. - - -	283 2 2
1st October 1872 and 18 May 1874.	Same - - -	6,844 $\frac{4}{9}$ square yards -	G	Do. - - -	342 4 6
6th Septr. 1871 & 18 May 1874.	Henry Acklam and Robert Hall.	400 square yards -	H	Do. - - -	20 0 0
5 January 1873 and 18 May 1874.	Same - - -	400 square yards -	I	Do. - - -	20 0 0
6 September 1871 & 25 May 1874.	Wm. Brown the younger, and Robert Hall.	800 square yards -	J	Do. - - -	40 0 0
29 August 1871 and 15 May 1874.	John B. Barkworth and Henry Barkworth.	1,692 square yards -	K	Do. - - -	84 12 0
1st April 1873 and 17 March 1874.	Thomas William Mawson and John Yates Margison.	1,947 $\frac{5}{9}$ square yards -	L	Do. - - -	97 7 6
1st January 1874 -	John Yates Margison and Thomas Margison.	1,548 square yards -	M	Same as A - - -	77 8 0
2nd July 1866 - -	Local Board of Health.	Land for the site of a temporary hospital.	N	Monthly tenancy -	0 6 0
29th January 1868 -	Robert Oxtoby -	Right to lay down and maintain a pipe for conveyance of water.	—	Yearly, terminable by notice to expire at any time.	1 0 0
10th January 1866 -	Sutton Southcoates and Drypool Gas Light Company.	Right to lay down and maintain a pipe to supply gas to a house in Tower Street.	—	Monthly, terminable at 6 months notice.	0 1 0
11th April 1874 -	James George Payne and Robert Douthwaite.	6,614 square yards -	O	Same as A - - -	330 14 0
6th January 1876 -	Same - - -	2,000 square yards -	P	Do. - - -	100 0 0
27th October 1874 -	Charles Paterson and John Edward Cooper.	300 $\frac{8}{9}$ square yards -	Q	Do. - - -	15 0 0
9th October 1874 -	John Vellenoweth -	433 $\frac{4}{9}$ square yards -	R	Do. - - -	21 13 0
31 December 1874 -	William Henry Boden	3,120 square yards -	S	Do. - - -	234 0 0
1st November 1876 -	Same - - -	3,512 square yards -	T	Do. - - -	263 8 0
8th March 1875 -	The Dock Company at Kingston-upon-Hull.	17,528 square yards -	U	Do. - - -	657 6 0
2nd June 1876 - -	John P. Wolstenholme and George Bolton, trading as James Rhodes & Co.	1,628 square yards -	V	Do. - - -	122 2 0
2 November 1876 -	Same - - -	4,072 square yards -	W	Do. - - -	305 8 0
22 November 1876 -	Glover, Anderson, & Co.	2,580 square yards -	X	Same as A - - -	193 10 0

PART II.—(continued).

Date of Agreement or License.	Name of Tenant.	Property let on short Tenancies. Dimensions more or less.	Letter on Plan.	Duration of Tenancy.	Yearly Rent.
9 June 1875 - -	W. & J. McCann -	49 $\frac{7}{8}$ square yards -	Y	Yearly, determinable by 3 months notice, to expire at any time.	£ s. d. 3 0 0
1st November 1875 -	Price, Potter, & Co. - John Bilton & Co. -	2,580 square yards - Right to lay down and maintain a pipe for conveyance of water.	Z —	Same as A - - Terminable at one month's notice.	129 0 0 1 0 0

PART III.

Vacant land coloured yellow on plan.

PART IV.

Unembanked foreshore of the River Humber situate in front of the land described in Parts I., II., and III., containing 4A. 1R. 32P., or thereabouts, coloured green on plan.

The SECOND SCHEDULE above referred to.

Interests for which Rent is paid by the Crown.

Date of Agreement.	To whom Paid.	Property in respect of which Paid.	Amount.
5 May 1864 -	The Dock Company at Kingston-upon-Hull.	For the privilege of taking water from the Victoria Dock for flushing the sewer in Citadel Street.	5 0 0
16 February 1847	Same - -	For use of two water pipes -	9 0 0

Signed, sealed, and delivered by the said Charles Alexander Gore in the presence of

J. F. REDGRAVE,
Office of Woods, &c.,
London.

CHARLES A. GORE.

L.S.

The Common Seal of the Dock Company at Kingston-upon-Hull was affixed hereto in the presence of

THOS. HOLDEN,
Solicitor,
Hull.

WILLIAM WRIGHT,
Chairman.

L.S.

