

THE BRITISH TRANSPORT COMMISSION

- and -

THE HUMBER OIL STORAGE COMPANY
LIMITED AND ANOTHER

Supplemental

A G R E E M E N T

- as to -

sidings at Killingholme in the
County of Lincoln (Supplemental
as within mentioned)

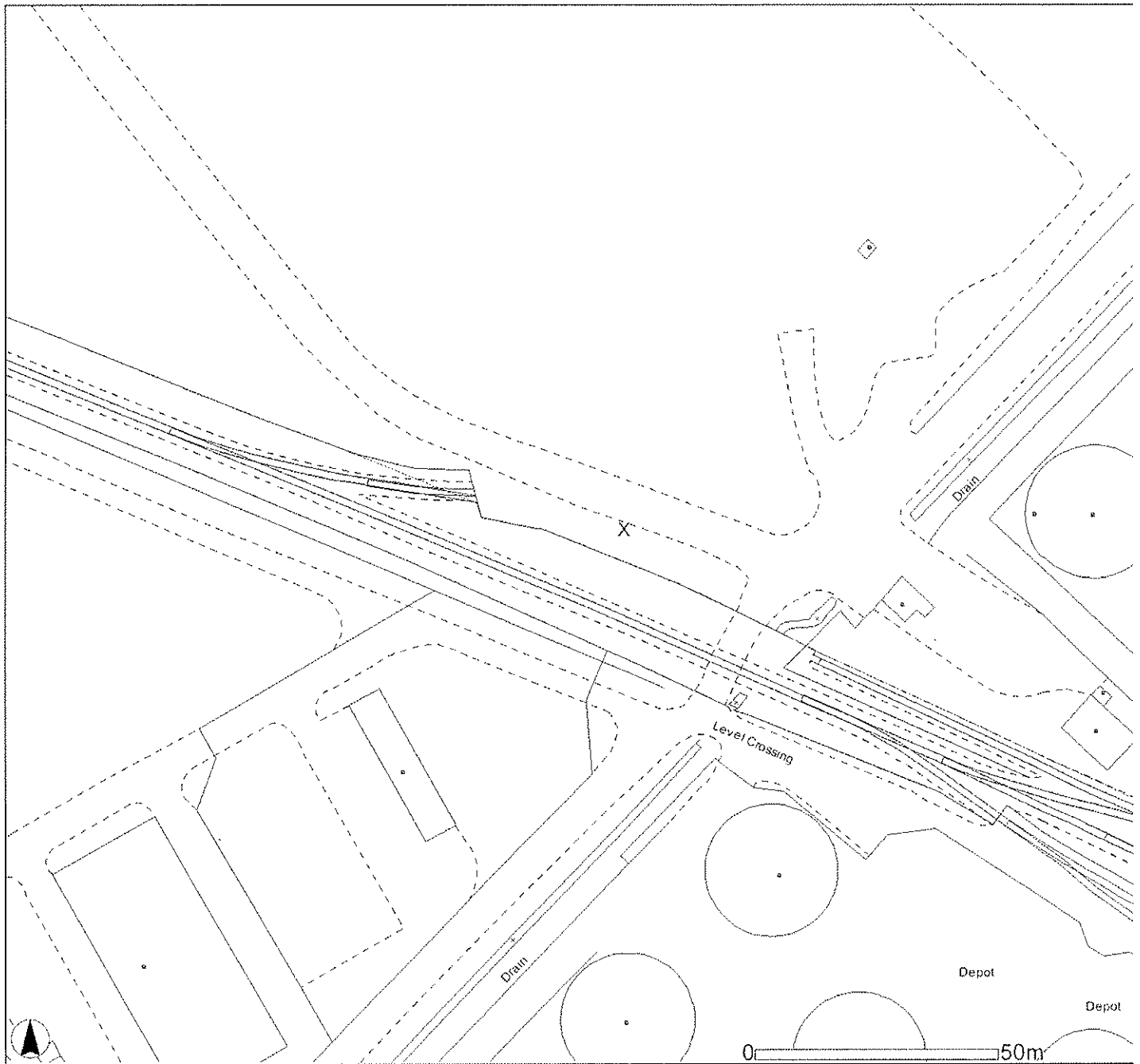
200,000

66 2/3 yds. on 6' 6" gauge

18.11.6

2.1.6

RV day 12.



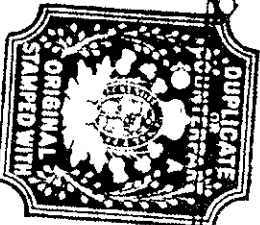
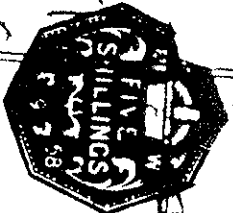
Centre of Map Window (E.N): 515912 . 420128

Admiralty Platform .

Easting 515 913

Northing 420 129 .

Agmt 11.9.58 . Supp to Agmt 19.10.26
 with Kumber Oil Storage G Whel .



AN AGREEMENT

made this *eleventh*

day of *September*

One thousand nine hundred and fifty-eight BETWEEN THE BRITISH TRANSPORT COMMISSION (hereinafter called "the Commission") of the first part THE HUMBER OIL STORAGE COMPANY LIMITED (now in voluntary liquidation) whose registered office is situate at 12 Norfolk Street Strand in the City of Westminster (hereinafter called "the Traders") of the second part and ARTHUR REGINALD KNIGHT care of Arthur L. Sutcliffe and Company of Finsbury Court Finsbury Pavement in the City of London (hereinafter called "the Liquidator") of the third part

WITNESSETH :-

(1) This Agreement is supplemental to an Agreement (hereinafter called "the Principal Agreement") dated the Nineteenth day of October One thousand nine hundred and twenty-six and made between the London and North Eastern Railway Company (whose undertaking is now vested in the Commission) of the one part and Major and Company Limited of the other part as to a Junction siding and works at Killingholme in the County of Lincoln

(2) By an Assignment dated the Fourth day of May One thousand nine hundred and fifty-six and made between Major and Company Limited of the first part the Traders of the second part and the Liquidator of the third part the Principal Agreement was assigned to the Traders with effect as from the Twelfth day of February One thousand nine hundred and twenty-nine

(3) The Traders have now sold part of their land adjacent to the siding referred to in the Principal Agreement to Henry Ellison Limited and for the purpose of affording siding facilities to Henry Ellison Limited and for the Yorkshire Tar Distillers Limited and making provision for siding facilities for the Traders equivalent to the facilities enjoyed by the Traders under the Principal Agreement it has been agreed between the parties hereto that the siding coloured red on the plan annexed to the Principal Agreement

in connection with the signalling works and works in connection therewith shall be reserved and resited and that in addition the said siding shall be reserved for the Traders to enable the lands retained by the Traders to be served by means of a siding the commencement of which is shewn on the plan hereto annexed and thereon coloured blue

(4) The boundary which separates the Commission's land from the adjoining land of the Traders is approximately indicated by a green line upon the plan hereto annexed

N O W THIS AGREEMENT W I T N E S S E T H

as follows :-

1. THIS Agreement shall be deemed to have operated as from the Twenty-eighth day of February One thousand nine hundred and fifty-six

2. THE Commission shall so far as the same has not already been carried out at the cost of the Traders take up the siding coloured red on the plan attached to the Principal Agreement and re-site the same and provide and construct an additional lead partly upon land belonging to the Commission and partly upon land belonging to the Traders in the respective positions shewn and coloured red and red hatched black upon the plan hereto annexed and such siding and additional lead shall belong to the Traders. The Commission shall at the like cost remove and re-fix the siding gate across one leg of the additional lead and provide and erect a new gate across the other leg of the additional lead and carry out the necessary fencing in connection therewith as shewn in red upon the plan hereto annexed and the necessary signalling alterations

3. THE Traders may if they so require at any time hereafter during the continuation of this Agreement at their own expense and to the satisfaction of the Commission carry out all consequential re-siting of so much of the line coloured blue on the plan attached to the Principal Agreement as may be necessary to the intent that the commencement of such line shall be situate in the position shewn and coloured blue upon the plan hereto annexed

4. CLAUSES 2 4 and 16 of the Principal Agreement are hereby cancelled and in lieu thereof the provisions of this clause shall have effect :-
(a) The siding coloured red and the additional lead coloured red hatched black on the plan hereto annexed as well as the gates fences signals apparatus electrical appliances and works in connection therewith shall be kept in good and proper repair working order and condition by the Commission and the cost thereof shall be paid by the Traders to the Commission

(b) The line coloured blue upon the plan hereto annexed when constructed and connected to the additional lead at the point where marked "X" on the said plan and used by the Traders shall be kept in good and proper repair working order and condition by the Traders to the reasonable satisfaction of the Chief Civil Engineer for the Eastern Region of the Commission's railway undertaking (hereinafter called "the Engineer") who or whose representatives shall be at liberty at all reasonable

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times to enter upon the property of the Traders for the purpose of inspecting the same

- (c) The Traders shall pay all rates taxes assessments and outgoings assessed charged or imposed upon or payable in respect of the siding coloured red and the additional lead coloured red hatched black and/or the sites thereof Provided that until the same shall have been separately assessed the Traders shall pay to the Commission such proportion of the rates taxes assessments and outgoings assessed charged or imposed upon or payable in respect of the hereditaments of which the sites of the siding coloured red and the additional lead coloured red hatched black form part as may be fixed by the Estate and Rating Surveyor for the Eastern Region of the Commission's railway undertaking or other proper officer Provided further that any payment made in lieu of rates under Section 93 of the Local Government Act 1948 in respect of the said siding and additional lead shall be treated as a payment of rates

5.
Exchange
of traffic

- (a) UNLESS otherwise agreed the Commission shall not be called upon to deliver traffic to nor to receive traffic from the Traders except at the point marked "X" on the plan hereto annexed and the Commission's engines shall not be called upon to perform any further shunting in connection with the traffic of the Traders

- (b) All vehicles intended for transit over the Commission's railway shall be labelled or directed to their destination on both sides by the Traders and shall be marshalled and placed by the Traders as the Commission shall reasonably direct

6.
Cost of
work

WHENEVER in this Agreement it is provided that the cost of any work or thing executed or done by the Commission is to be paid or borne by the Traders the certificate of the Engineer as to the amount of such cost shall be final and all sums so certified shall be paid by the Traders to the Commission on demand

7.
Determination
by reason
of non-user

IF the Traders or any person company or corporate body permitted by them to use the siding coloured red fail to make reasonable use of the same for any period of six consecutive months (unless it be due to the Traders' works or the Works of any such permitted user as aforesaid being closed owing to strikes lock-outs or accidents) the Commission may determine the Principal Agreement and this Agreement after having given due notice in writing to the Traders

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8. Clause 15 of Principal Agreement

NOTWITHSTANDING the provision of a siding connection for Yorkshire Tar Distillers Limited the Commission shall not be called upon to make any allowances to the Traders under Clause 15 of the Principal Agreement

9. Application of Principal Agreement

EXCEPT as hereby varied all the terms and conditions contained in the Principal Agreement shall apply to the siding coloured red and the additional lead coloured red hatched black and the line coloured blue on the plan hereto annexed as if the same formed part of the sidings coloured red and blue on the plan attached to the Principal Agreement with such modifications only as may be necessary to make the same applicable thereto and this Agreement shall at all times hereafter be read and construed accordingly

10. Costs

THE Traders shall pay the sum of Nine Pounds Nine Shillings as a contribution towards the costs of preparing stamping and completing this Agreement in duplicate

IN WITNESS whereof James Hancock the person appointed by the Commissioner in that behalf and the Liquidator have hereunto set their respective hands and the Traders have caused their Common Seal to be hereunto affixed the day and year first before written

THE COMMON SEAL of the Humber Oil Storage Company Limited was hereunto affixed in the presence of : -

} Directors

} Secretary

WITNESS to the signature of the said Arthur Reginald Knight :-