



CHAPTER xxix

An Act to authorise the Admiralty to convey to the Dover Harbour Board the Admiralty Harbour at Dover to confirm an agreement between the Dover Harbour Board and the British Transport Commission and for other purposes. [14th July 1953.]

WHEREAS the Dover Harbour Board (hereinafter referred to as "the Board") were constituted and incorporated by the Harbours and Passing Tolls &c. Act 1861 and by virtue of that Act and of a royal charter dated the sixth day of October 1606 and of the Dover Harbour Act 1828 and numerous subsequent Acts the Board and their predecessors were authorised to maintain and improve the Dover Harbour as existing from time to time:

And whereas by the Dover Harbour Act 1923 the Admiralty were authorised and empowered to transfer to the Board certain portions of the Admiralty Harbour undertaking described in the agreement set forth in the First Schedule to that Act as well as any further or other interest in the undertaking:

And whereas by an agreement dated the 16th day of March 1929 the Admiralty agreed to transfer to the Board other parts of the Admiralty undertaking but although the Board took possession no formal document was executed in pursuance of either agreement:

And whereas the method of assessing the rent payable by the Board under both agreements was based almost entirely on a proportion of the excess of income over expenditure in each year in relation to the Admiralty undertaking as so agreed to be transferred and this and other provisions in the said agreements proved unsatisfactory to both parties:

And whereas the Admiralty have now agreed with the Board to convey to them the interest of the Admiralty in those parts of the Admiralty Harbour undertaking which are referred to in the agreement set forth in the First Schedule to this Act subject to a fixed rentcharge of £1,000 per annum and to the other conditions set forth in the agreement and upon the completion of the conveyance the Board have agreed to grant leases of certain portions of the undertaking so conveyed to the Admiralty the War Department and the Postmaster-General respectively:

And whereas it is expedient that the said agreement should be confirmed and the Admiralty should be authorised and empowered to convey and transfer the said parts of the Admiralty Harbour undertaking:

And whereas by the Dover Harbour Acts passed in the years 1891 1898 1901 1902 1920 and 1926 respectively the Board were authorised to raise any sum or sums not exceeding in the aggregate £5,800,000 by the creation and issue of redeemable debenture stock and by virtue of section 28 of the Dover Harbour Act 1901 (which provided that any moneys which the Board should raise under the powers of that Act should be applied among other purposes in the purchase redemption or cancellation of any Dover Harbour redeemable second debenture stock which might be created and issued after the passing of the said Act) the said aggregate sum of £5,800,000 was in effect reduced by £400,000 being the maximum amount which apart from the said section 28 the Board were empowered by the Dover Harbour Act 1891 and the Dover Harbour Act 1898 to raise by the creation and issue of the said second debenture stock but which power was never exercised:

And whereas pursuant to section 25 of the said Act of 1891 the Board raised £400,000 by the creation and issue of Dover Harbour redeemable first debenture stock and pursuant to section 28 of the said Act of 1901 the Board raised a further sum of £1,000,000 by the creation and issue of Dover Harbour redeemable debenture stock:

And whereas the Board applied part of the said sum of £1,000,000 in paying off and cancelling the whole of the said £400,000 Dover Harbour redeemable first debenture stock pursuant to the provisions in that behalf contained in sections 28 and 45 of the said Act of 1901:

And whereas pursuant to section 41 of the Act of 1920 the Board raised £700,000 by the creation and issue of Dover Harbour Board second redeemable debenture stock:

And whereas the Board have not raised any sums other than the aforesaid sums of £400,000 £1,000,000 and £700,000 respectively:

And whereas the issued capital of the Board now consists of £757,996 redeemable debenture stock being the amount now outstanding of the sum of £1,400,000 redeemable debenture stock created and issued by the Board as aforesaid and £700,000 second redeemable debenture stock and the existing borrowing powers of the Board remain unexercised to the extent of £3,300,000 of which they are authorised to raise £2,300,000 by the creation and issue of second redeemable debenture stock:

And whereas it is expedient that the borrowing powers of the Board should be clarified and re-enacted as in this Act provided and that the Board should be authorised to raise the whole of the £3,300,000 of borrowing powers now outstanding by the creation and issue of second redeemable debenture stock:

And whereas the South Eastern Railway Company the London Chatham and Dover Railway Company the South Eastern and Chatham Railway Companies Managing Committee and later the Southern Railway Company guaranteed to pay to the Board such a sum of money as might be necessary together with the net available income of the Board from all sources to enable the Board to pay the interest on the said £1,000,000 Dover Harbour redeemable debenture stock and by virtue of the Transport Act 1947 the British Transport Commission became liable in respect of the said guarantee:

And whereas pursuant to the agreement set forth in the Second Schedule to this Act the British Transport Commission guaranteed to pay to the Board such a sum of money as might be necessary together with the net available income of the Board from all sources to enable the Board to pay the interest on the £700,000 Dover Harbour Board second redeemable debenture stock created and issued by the Board and it is expedient that the said agreement should be confirmed:

And whereas it is expedient that further provision should be made with respect to the dues rates rents and charges which may be demanded taken and recovered by the Board:

And whereas it is expedient that further powers be conferred on the Board and that the Acts relating to the Board be amended in certain respects as by this Act provided:

And whereas many provisions of the Acts relating to the Board and to Dover Harbour no longer have practical effect and ought to be repealed:

And whereas it is expedient that the other provisions of this Act be enacted:

And whereas the objects of this Act cannot be attained 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 and collective titles.

1.—(1) This Act may be cited as the Dover Harbour Act 1953.

(2) The Dover Harbour Acts 1828 to 1950 and this Act may be cited together as the Dover Harbour Acts 1828 to 1953.

Incorporation of Acts.

2. The following Acts and parts of Acts so far as the same are applicable to the purposes of and are not inconsistent with the provisions of the existing Acts and this Act are hereby incorporated with and form part of the existing Acts and this Act (namely):—

(1) The Commissioners Clauses Act 1847 except sections 6 to 36 sections 39 and 40 sections 42 and 43 section 46 section 48 sections 53 and 54 sections 56 and 57 sections 61 to 65 sections 68 to 98 and sections 104 to 109:

Provided that—

(i) in construing the Commissioners Clauses Act 1847 the expression "the commissioners" shall mean the members of the Board the expression "the special Act" shall mean each of the existing Acts and this Act and the expression "the clerk" shall include the register;

(ii) section 55 of the Commissioners Clauses Act 1847 shall be read and have effect as if the words "or of the next succeeding meeting" were inserted therein after the words "at which the proceeding took place";

(iii) section 58 of the Commissioners Clauses Act 1847 shall be read and have effect as if the word "such" wherever it occurs were omitted:

(2) The Harbours Docks and Piers Clauses Act 1847 except section 12:

Provided that—

(i) in construing the Harbours Docks and Piers Clauses Act 1847 the expression "the harbour dock or pier" shall mean the harbour as defined in section 3 (Interpretation) of the Act of 1949 as extended by this Act the expression "the special Act" shall mean each of the existing Acts and this Act and the expression "vessel" shall have the meaning assigned to it by the following section:

(ii) the provisions of sections 16 to 19 of the Harbours Docks and Piers Clauses Act 1847 shall not be in force unless and until the Board shall be required by the Minister to provide and maintain a lifeboat tide gauge and a barometer ;

(iii) nothing in the Harbours Docks and Piers Clauses Act 1847 shall require or authorise the harbour-master or any other officer to require the dismantling of a seaplane or any part thereof or the making of any alteration whatever of the structure or equipment of a seaplane ;

(iv) no byelaws made by the Board shall affect any interest of the War Department of the Admiralty or of the Postmaster-General unless assent in writing thereto has been previously given by Her Majesty's Principal Secretary of State for the War Department by the Admiralty or by the Postmaster-General as the case may be :

- (3) The Lands Clauses Acts except sections 128 to 132 of the Lands Clauses Consolidation Act 1845 :

Provided that the bond required by section 85 of that Act shall be under the common seal of the Board and shall be sufficient without the addition of the sureties mentioned in that section :

- (4) The Railways Clauses Consolidation Act 1845 and Part I (relating to the construction of a railway) of the Railways Clauses Act 1863 :

Provided that nothing in the Railways Clauses Consolidation Act 1845 or in the existing Acts or this Act shall constitute the Board a railway company within the meaning of the Railway and Canal Traffic Act 1888 or any Act amending or enlarging that Act.

3.—(1) In this Act unless there be something in the subject Interpretation, or context repugnant to such construction—

“ the Act of 1828 ” means an Act of the ninth year of the reign of King George the Fourth intituled “ An Act for more effectually maintaining and improving the harbour of Dover in the County of Kent ” “ the Act of 1861 ” means the Harbours and Passing Tolls &c. Act 1861 “ the Act of 1901 ” “ the Act of 1920 ” “ the Act of 1923 ” “ the Act of 1933 ” “ the Act of 1949 ” and “ the Act of 1950 ” means the Dover Harbour Act of those respective years “ the Act of 1906 ” means the Dover Harbour (Works &c.) Act 1906 :

“ the Board ” means the Dover Harbour Board :

- “ the commission ” means the British Transport Commission and any reference to the commission in relation to any functions of that commission which are for the time being delegated to an executive in pursuance of section 5 of the Transport Act 1947 shall be construed as a reference to that executive ;
- “ enactment ” means any Act of Parliament whether public general local or private any order or scheme made under an Act of Parliament or any provision in an Act of Parliament or any such order or scheme ;
- “ the existing Acts ” means the Dover Harbour Acts 1828 to 1950 and the Act of 1861 so far as it relates to the harbour ;
- “ land ” includes any estate or interest in land and land covered with water ;
- “ the Lands Clauses Acts ” means the Lands Clauses Acts as amended by the Acquisition of Land (Assessment of Compensation) Act 1919 the Town and Country Planning Act 1947 and the Lands Tribunal Act 1949 ;
- “ the Minister ” means the Minister of Transport ;
- “ seaplane ” includes a flying boat and any other aircraft designed to float or manoeuvre on water ;
- “ statutory security ” means any security in which trustees are for the time being authorised by law to invest trust moneys and any mortgage bond debenture stock stock or other security authorised by or under any Act of Parliament passed or to be passed of any county council or municipal corporation or other local authority as defined by section 34 of the Local Loans Act 1875 but does not include annuities rentcharges or securities transferable by delivery or any securities of the Board ;
- “ the undertaking ” means the undertaking of the Board as authorised from time to time ;
- “ vessel ” includes any vessel ship lighter keel barge boat raft pontoon and craft of any kind however navigated propelled or moved and any seaplane on the surface of the water ;
- “ the 1932 works ” means the widening of Clarence Quay and the dock authorised by the Southern Railway Act 1932.

(2) In the Act of 1828 and the Act of 1906 the expression “ the said harbour ” in the Act of 1933 the expression “ Dover Harbour ” and in the Act of 1861 the Act of 1920 the Act of

1923 and this Act the expression "the harbour" means the harbour as defined by section 3 (Interpretation) of the Act of 1949 as extended by this Act.

4. Meetings of the Board shall be held on such days and at such times as the Board shall from time to time appoint and the annual meeting shall be held on the first Monday in September in each year or on such other day in September as the Board shall from time to time appoint.

5. Notwithstanding any repeal effected by this Act all the estate right title and interest of the Board in and to all real and personal property which were immediately before the passing of this Act vested in the Board shall continue vested in them as if this Act had not been passed.

6. All works now or hereafter constructed or acquired by the Board under the powers of the existing Acts or this Act the 1932 works and each and every of them and any works connected therewith respectively shall for the purposes of dues rates rents and charges and for all other purposes be deemed to be part of the undertaking and of the harbour.

7. In addition to the lands to be acquired by the Board under section 33 (Power to acquire Admiralty Harbour) and section 34 (Power to acquire Admiralty Pier) of this Act the Board may by agreement acquire (whether by lease purchase or exchange) and hold any land which in their opinion it is desirable that they should acquire for or in connection with any of the purposes of the undertaking:

Provided that the Board shall not acquire under this section more than thirty acres of land above high-water mark of ordinary spring tides.

8.—(1) The Board may dispose of any land for the time being vested in them which may not be required by them in such manner (whether by way of sale exchange lease the creation of any easement right or privilege or otherwise) for such period and upon such conditions and for such consideration as they may think fit:

Provided that the Board shall not—

- (a) except with the consent of the Admiralty sell or lease for a period exceeding ninety-nine years any land transferred to them by the Admiralty under the provisions of clause I of the agreement between the Admiralty and the Board set out in the First Schedule to this Act; or

(b) sell any land to which the provisions of sections 127 to 131 of the Lands Clauses Consolidation Act 1845 apply otherwise than in accordance with those provisions so far as applicable.

(2) Nothing in this section shall be construed as conferring on the Board power—

(i) in the case of any land vested in them subject to any right or interest therein of any other person or to the performance of any obligation in force at the date of alienation and to be performed by the Board under any enactment deed agreement or other instrument to alienate such land otherwise than subject to such right interest or obligation ; or

(ii) in the case of land vested in them subject to any restriction on alienation to alienate the land in contravention of that restriction.

(3) In a lease or agreement for a lease granted by the Board for a term exceeding twenty-one years of any land transferred to them by the Admiralty under the provisions of clause I of the said agreement between the Admiralty and the Board there shall be deemed to be included and by virtue of this section be implied a covenant by the lessee with the Admiralty that the lessee and the persons deriving title under him will not construct any new works or make any alterations to existing works on the property leased without the prior consent in writing of the Admiralty :

Provided always that such consent shall not be unreasonably withheld in respect of the areas coloured red and red hatched red on the plan marked " A " referred to in the said agreement.

Lights on works during construction and alterations.

9.—(1) The Board shall at or near such part of any works constructed or acquired by them under the powers of the existing Acts or this Act as shall be below high-water mark of ordinary spring tides during the whole time of any construction alteration or extension of the same exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Minister shall from time to time require or approve.

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

Permanent lights on works.

10.—(1) The Board shall at the outer extremity of any works constructed or acquired by them under the powers of the existing Acts or this Act below high-water mark of ordinary spring

tides 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 of Deptford Strond shall from time to time direct.

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

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

Provision
against danger
to navigation.

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

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

Abatement of
work
abandoned
or decayed.

(2) Where any part of any such work which has been abandoned or suffered to fall into decay is situate above high-water mark of ordinary spring tides and is in such condition as to interfere or to cause reasonable apprehension that the same

may interfere with the right of navigation or other public rights over the foreshore the Minister may include any such part of such work or any portion thereof in any notice under this section.

(3) If during the period of thirty days from the date when the notice is served upon the Board they have failed to comply with such notice the Minister may execute the works required to be done by the notice at the expense of the Board and the amount of such expense shall be a debt due from the Board to the Crown and shall be recoverable either as a debt due to the Crown or where the amount does not exceed twenty pounds by the Minister summarily as a civil debt.

Survey of works by Minister.

13. If at any time the Minister deems it expedient for the purposes of the existing Acts or this Act to order a survey and examination of any work constructed or acquired by the Board under the powers of the existing Acts or this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct any such work the Board shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Board to the Crown and shall be recoverable either as a debt due to the Crown or where the amount does not exceed twenty pounds by the Minister summarily as a civil debt.

Alteration and improvement of works.

14. The Board may from time to time maintain renew enlarge and alter temporarily or permanently all works now or hereafter constructed or acquired by them under the powers of the existing Acts or this Act:

Provided that nothing in this section shall—

- (i) authorise the Board to deviate laterally or vertically beyond the limits of deviation prescribed by any enactment authorising the construction of the said works;
- (ii) relieve the Board from any obligation to obtain the consent of the Admiralty or any other authority body or person to the execution of any works which consent they would have been required to obtain if this section had not been enacted.

Amendment of section 7 of Act of 1923.

15. Section 7 (Power to make subsidiary works) of the Act of 1923 shall be read and have effect as if for the words "as may be necessary or convenient in connection with or subsidiary to the railways piers and other works contained in or forming part of the acquired works and the Railway No. 1 and the Railway

No. 2 or any of them ” there were substituted the words “ belonging to them as may be necessary for the improvement or maintenance of the harbour ” and as if the following subsection were added thereto:—

“ (2) Nothing in this section shall relieve the Harbour Board from any obligation to obtain the consent of the Admiralty or any other authority body or person to the execution of any of the works executed by the Harbour Board under the provisions of this section which consent they would have been required to obtain if this section had not been enacted.”

16. Notwithstanding anything contained in the existing Acts or this Act the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Dover (in this section referred to as “ the corporation ” and “ the borough ” respectively) shall unless otherwise agreed in writing between the Board and the corporation apply and have effect (that is to say):—

For protection
of Dover
Corporation.

(1) In this section—

“ the railways ” means so much of the railways described in sub-paragraphs (a) (b) and (c) of this paragraph (or any alterations thereof) as is from time to time situate in a highway—

(a) a railway commencing by a junction with another railway at a point five feet or thereabouts from the east end of the Wellington Dock Swing Bridge measured in an easterly direction passing along the sea front and terminating at the entrance gates to the Eastern Docks ;

(b) a railway commencing by a junction with the railway described in sub-paragraph (a) of this paragraph at a point distant three hundred and fifty feet or thereabouts from the north end of North Wall Quay Tidal Harbour measured in a northerly direction and terminating at a point distant sixty feet or thereabouts from the north end of North Wall Quay Tidal Harbour measured in a northerly direction ;

(c) a railway commencing by a junction with the railway described in sub-paragraph (a) of this paragraph at a point five feet or thereabouts from the east end of the Wellington Dock Swing Bridge measured in an easterly direction and terminating by a junction with the railway on the Prince of Wales Pier at the entrance gates at the landward end of such pier ;

“apparatus” means the sewers drains culverts road gullies and the water mains pipes valves and connections of the corporation and all works and other apparatus of the corporation in connection therewith ;

“highway” means a highway repairable by the inhabitants at large ;

the expression “any enactment” where used with reference to the stopping up of a highway or to a highway stopped up means section 27 (Power to stop up streets) of the Act of 1950 and any other enactment under which highways may be permanently stopped up or diverted or public rights of way may be extinguished :

- (2) The Board shall at all times maintain and keep in good condition and repair and so as not to be a danger or annoyance to the ordinary traffic on the highway the rails of the railways and the substructure upon which the same rest :
- (3) The Board shall at their own expense at all times maintain and keep in good condition and repair with such materials and in such manner as the corporation shall reasonably direct and to their reasonable satisfaction so much of any such highway as aforesaid as lies between the rails of the railways and as extends eighteen inches beyond those rails and on each side of the railways in the same manner as if such railways were tramways and as if the provisions of the Tramways Act 1870 applied thereto :
- (4) Any additional expense which the corporation may reasonably incur in the construction laying or execution of additional apparatus or in the maintenance repair protection alteration enlargement or renewal of existing apparatus by reason or in consequence of the railways and the reasonable expense of the strengthening or protection of any apparatus which may be rendered necessary by the maintenance or user of the railways shall be paid to the corporation by the Board :
- (5) If it shall be agreed between the corporation and the Board or (in case of difference) determined by arbitration to be necessary that the corporation should alter the level of any highway on which the railways are laid the Board shall at their own expense alter the rails so that the top thereof shall be on a level with the surface of the highway as altered :

- (6) The speed of any engines carriages trucks and other vehicles passing along the railways shall be reasonable having regard to all the circumstances of the case:
- (7) No engine carriage truck or other vehicle shall be allowed to stand on any part of the railways for any longer period than is reasonable having regard to all the circumstances of the case:
- (8) Subject to the provisions of this section hereinafter contained notwithstanding the stopping up of the whole or any portion or portions of any highway under the powers of any enactment or the appropriation thereof by the Board under the powers of section 27 (Power to stop up streets) of the Act of 1950—
- (a) the Board shall not interfere with any apparatus in or under such highway or portion or portions thereof so stopped up or appropriated;
- (b) the corporation shall at all times have such rights of access to the apparatus situate in or under any such highway or portion or portions thereof as they had immediately before such stopping up or appropriation; and
- (c) the corporation shall be at liberty to execute and do all such works and things in upon or under such highway or portion or portions thereof as may be necessary for inspecting repairing maintaining renewing altering enlarging or removing such apparatus or laying new apparatus:
- (9) If the Board intend to build on any highway or portion or portions thereof stopped up or appropriated or if for any reason compliance with paragraph (8) of this section is impracticable the corporation may and if so requested by the Board shall and by such means as the corporation may reasonably decide cut off remove divert or alter the position of all or any of the apparatus in such highway or portion or portions thereof and connect any existing apparatus to any new apparatus which may be requisite and the reasonable expense incurred by the corporation in such cutting off removal diversion or alteration of position and connection to new apparatus and in the provision of apparatus in substitution therefor shall be repaid to them by the Board:
- (10) If as a result of the exercise by the Board of the powers of the Act of 1950 or of this Act—
- (a) any damage to any apparatus or property of the corporation; or

(b) any interruption in the supply of water ; or

(c) any impediment to the flow of sewage or drainage ;

is caused by the Board their contractors agents workmen or servants or any person in the employ of them or any of them then the Board shall bear and pay the cost reasonably incurred by the corporation in making good such damage and shall make compensation to the corporation for any loss sustained by them by reason of such damage interruption or impediment and shall indemnify the corporation against all claims demands proceedings costs damages and expenses which may be made or taken against or recovered from or incurred by the corporation by reason or in consequence of any such damage interruption or impediment :

- (11) The Board shall bear and pay to the corporation the amount of any expenses reasonably incurred by the corporation in or in connection with the cutting off removal diversion or alteration of position of any apparatus and the connecting of any new apparatus with any existing apparatus rendered necessary by reason or in consequence of the exercise by the Board of the powers of the Act of 1950 and shall indemnify the corporation against all claims and demands by the owners or occupiers of premises supplied by means thereof :
- (12) If any claim or demand in respect of which the Board may be required to indemnify the corporation is made the Board shall be informed thereof and they shall be entitled to conduct all negotiations for a settlement of such claim or demand and any litigation that may arise therefrom :
- (13) If in carrying out any such removal diversion or alteration of position of apparatus as is referred to in paragraph (9) or paragraph (11) of this section—
- (a) (i) the corporation erect lay or place new apparatus in substitution for their existing apparatus ; and
- (ii) the existing apparatus was erected laid or placed before the commencement of the period of seven years and six months immediately preceding the removal diversion or alteration of position of the apparatus ; or

(b) the expenses incurred by the corporation in or in connection with the removal diversion or alteration of position of the apparatus are enhanced by—

(i) the substitution for the existing apparatus of apparatus of greater dimensions (other than length) or of greater capacity or apparatus of improved type ; or

(ii) the laying or placing of apparatus at a depth greater than that of the existing apparatus except where and to the extent to which such greater depth is reasonably necessary in order to avoid interference with other underground apparatus works or structures or is occasioned by the exercise by the Board of the powers of the Act of 1950 ;

the corporation shall themselves bear (in the case referred to in sub-paragraph (a) of this paragraph) such proportion of the said expenses as represents the estimated saving of expense to the corporation resulting from the consequent deferment of the date at which the existing apparatus would have required to be renewed and (in the case referred to in sub-paragraph (b) of this paragraph) such proportion of the said expenses as represents the amount by which such expenses exceed the cost which would have been incurred if the dimensions (other than length) or the capacity of the apparatus so laid or placed had been the same as those of the original apparatus or if the apparatus had been laid or placed at the same depth as the existing apparatus :

Provided that where the apparatus had been laid or constructed in or under any portion of a highway stopped up under the powers of any enactment within the period of two years immediately preceding such stopping up and at the time of the laying or construction of that apparatus the Board had given to the corporation notice in writing of their intention of building on the portion of highway affected or of exercising powers necessitating the removal or diversion or alteration of position of the apparatus with a statement of the manner in which and the extent to which they intended to build or exercise such powers no part of the said expenses shall be repayable by the Board if the building is done or the said powers are exercised by the Board in accordance with the statement so given or with such variation only of the particulars contained in that statement as not prejudicially to affect the corporation :

- (14) Whenever by reason of the exercise by the Board of the powers of the Act of 1950 any apparatus shall be rendered derelict useless or unnecessary the Board shall pay to the corporation such a sum as may be agreed between the Board and the corporation to be the value of such apparatus and the apparatus shall thereupon become the property of the Board and the Board shall also pay to the corporation any expenses reasonably incurred by them in consequence of any such apparatus being so rendered derelict useless or unnecessary :
- (15) Before incurring any expense for the repayment of which the Board may become liable under the provisions of this section the corporation shall supply to the Board particulars of the works to be executed or things to be done together with an estimate of the expense to be incurred :
- (16) The corporation shall at all times be at liberty to discharge water from their baths and surface and other water into the harbour and they shall also be at liberty to abstract from the harbour water for the purpose of watering streets or for use in any baths belonging to the corporation or for any other public purpose :
- (17) If in consequence of the execution of the powers of the existing Acts or this Act it will in the reasonable opinion of the corporation be necessary for the Board to alter interfere with or disturb any existing or make any new sewers drains water mains or other works of the corporation such alterations interference or disturbance shall be executed and such new sewers drains water mains or other works of the corporation shall be made by the Board in such a manner that the service afforded by such works is not interfered with unless and until new works are provided by the Board and properly connected up to the reasonable satisfaction of the corporation :
- (18) All works to be executed by the Board under the powers of the existing Acts or this Act affecting any highways sewers drains water mains or other works of the corporation shall be done at the cost in all respects of the Board in accordance with plans sections and particulars to be previously submitted to and reasonably approved by the corporation and under the superintendence of the surveyor to the corporation (if he sees fit to attend for that purpose) and to the reasonable satisfaction of the corporation :
- (19) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 incorporated with this Act shall apply to the water mains pipes and apparatus

of the Corporation and shall be construed as if the Corporation were mentioned in those sections in addition to "company" and "society":

- (20) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railways during the construction thereof incorporated by this Act shall not apply with respect to any lands of the Corporation:
- (21) (a) Before commencing to renew enlarge or alter any part of the railways under the powers of this Act the Board shall consult the corporation as to the time when the renewal enlargement or alteration of such part shall be commenced and as to the extent of the surface of the highway that it may be reasonably necessary for the Board to occupy in the renewal enlargement or alteration of such part and as to the conditions under which such part shall be renewed enlarged or altered so as to reduce so far as possible inconvenience to the public and such part shall not be renewed enlarged or altered and the surface of the highway shall not be occupied by the Board except at the time to the extent and in accordance with conditions agreed between the Board and the corporation or failing agreement settled by arbitration;
- (b) Any such highway shall be reinstated by the Board in a manner reasonably approved by the corporation and to their reasonable satisfaction:
- (22) Before commencing the enlargement or alteration of the railways the Board shall submit to the corporation plans sections and particulars thereof for their reasonable approval:
- (23) If the corporation shall not within twenty-eight days after the submission to them of any plans or sections under the provisions of this section signify to the Board in writing their approval or disapproval thereof they shall be deemed to have approved the same:
- (24) The Board shall not enlarge or alter the railways otherwise than in accordance with such plans and sections as may be so approved by the corporation or if such approval be refused as may be settled by arbitration and the railways shall be enlarged or altered under the superintendence of the surveyor of the corporation (if he sees fit to attend for that purpose) and to the reasonable satisfaction of the corporation:
- (25) The Board shall in renewing enlarging or altering the railways ensure that the top of the rails shall coincide

with the surface of the highway and shall to the reasonable satisfaction of the corporation provide and fix check rails to the track of the railways as renewed enlarged or altered throughout and make all suitable and necessary alterations to such highways so as to make proper provision for the drainage thereof:

- (26) If any difference at any time arises between the corporation and the Board touching the foregoing provisions of this section or anything to be done or not to be done thereunder (other than a difference as to the meaning or construction of this section which does not arise in the course of an arbitration) such difference shall be referred to and determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1950 shall apply to any such reference and determination.

For protection
of South
Eastern Gas
Board.

17. For the protection of the South Eastern Gas Board (hereafter in this section referred to as "the gas board") the following provisions shall unless otherwise agreed in writing between the Board and the gas board apply and have effect:—

- (1) In this section unless the context otherwise requires—

(a) "apparatus" means any mains pipes or other works or apparatus belonging to the gas board or lawfully laid by them or by their predecessors;

(b) "authorised work" means any work in connection with the maintenance by the Board of any of the railways in or under a street in or under which any apparatus is situate;

(c) "maintain" means in relation to any of the railways repair renew enlarge or alter (whether permanently or temporarily) and "maintenance" shall be construed accordingly;

(d) "development notice" means in relation to the period before the passing of this Act a notice served under paragraph (12) of section 33 (For protection of South Eastern Gas Board) of the Act of 1950 and in relation to the period after the passing of this Act a notice served under paragraph (11) of this section;

(e) "the railways" means the railways constructed by the Board;

(f) "plan" means plan section and description;

(g) "street" includes any highway including a highway over any bridge and any road lane footway square court alley passage or public place whether a thoroughfare or not ;

(h) "discontinued street" means any street or part of a street in under upon or over which any apparatus is situate the whole or any portion or portions of which is or are stopped up (whether before after or by virtue of the passing of the Act of 1950) ;

(i) "existing use" means—

(i) in relation to a discontinued street stopped up before the date of the passing of the Act of 1950 or a discontinued street being one of the streets or parts of a street mentioned in the schedule to that Act in respect of which no development notice has previously been served the purpose for which the street was used immediately before the date of the passing of the Act of 1950 ;

(ii) in relation to a discontinued street stopped up after the date of the passing of the Act of 1950 in respect of which no development notice has previously been served the purpose for which the same is used immediately before the date of such stopping up ;

(iii) in relation to a discontinued street whether stopped up before or after the date of the passing of the Act of 1950 or being a street or part of a street mentioned in the schedule to that Act in respect of which a development notice has previously been served the nature of the development specified in such notice or where more than one development notice has been served the nature of the development specified in the last of such notices ;

(j) "development" means all or any of the following in so far as they could or might prejudicially affect any apparatus that is to say the carrying out of any building engineering or other operations in under upon or over or the laying placing or storing of anything upon or the making of any change in the existing use of any discontinued street ;

(k) references to the acts or defaults of the Board include the acts or defaults of their contractors or agents or any workmen or servants or persons in the employ of the Board or such contractors or agents :

- (2) (a) The Board shall not begin an authorised work until they have given to the gas board notice of their intention to begin such work indicating the nature of the work and the place where they intend to execute it and a period of twenty-eight days has expired from the date on which the notice was given or such longer period as may be necessary to enable any question between the Board and the gas board arising under this paragraph to be agreed or in default of agreement settled by arbitration as hereinafter provided :

Provided that in case of an emergency the Board may begin an authorised work without giving any such notice as aforesaid but as soon as is reasonably practicable they shall give notice to the gas board stating the reason for their having done so ;

- (b) If it should appear to the gas board that the execution of the authorised work will prejudicially affect any apparatus or impede the supply of gas the gas board may within seven days of the receipt of the notice require the Board to submit to them a plan of the said work and the gas board may within a further period of fourteen days after the receipt of the said plan give notice to the Board to carry out such works (hereafter in this section referred to as "specified works") as may be required by the last-mentioned notice including (without prejudice to the generality of the foregoing words) the lowering or otherwise altering of the position of such apparatus and the supporting of the same and the substitution of other apparatus in such manner as may be necessary :

- (3) Where notice to carry out specified works is given by the gas board under the last foregoing paragraph those works shall be done and executed by and at the expense of the Board but to the satisfaction and under the superintendence of the engineer of the gas board (if after notice given by the Board to the gas board of the time and place of such execution the engineer chooses to attend) and the reasonable costs charges and expenses of such superintendence shall be paid by the Board :

Provided that if the gas board when serving notice on the Board requiring the execution of specified works so require the gas board may themselves do and execute such specified works and the Board shall on the completion thereof pay to the gas board the reasonable expenses incurred by them in the execution of such specified works :

- (4) No authorised work shall be executed otherwise than in accordance with the plans delivered to the gas board under paragraph (2) of this section:
- (5) The gas board may if they deem fit employ watchmen or inspectors to watch and inspect any of the railways during the execution of an authorised work affecting that railway where any apparatus may be prejudicially affected thereby and the reasonable wages of such watchmen or inspectors shall be borne by the Board and be paid by them to the gas board:
- (6) The Board shall indemnify the gas board against all claims demands proceedings costs damages and expenses made or taken against or recovered from or incurred by the gas board by reason or in consequence of any interruption in the supply of gas by the gas board which may without the written authority of the gas board be in any way occasioned by the Board either in maintaining any of the railways or by the acts or defaults (in or in connection with such maintenance) of the Board and the Board shall pay to the gas board the value of any gas which the gas board may lose by reason of the acts or defaults of the Board in the maintenance of the railways:
- (7) The reasonable expense of all repairs or renewals of any apparatus or any works in connection therewith which may at any time hereafter be rendered necessary either by reason of the maintenance of the railways or by the acts or defaults (in or in connection with such maintenance) of the Board shall be borne and paid by the Board:
- (8) The Board shall not in the execution of an authorised work or in connection with the development of a discontinued street raise sink or otherwise alter the position of any apparatus or alter the level of any street in which such apparatus is situate so as to leave over such apparatus in any part a covering of less than the existing covering or three feet whichever may be the less (unless the Board shall in such case protect such apparatus from injury by artificial covering to the reasonable satisfaction of the gas board) or of more than the existing covering or five feet whichever may be the greater:
- (9) Where in consequence of the nature of any proposed development by the Board of a discontinued street it appears to the gas board to be reasonably necessary that any apparatus should be removed or diverted or that the position of any apparatus should be altered or that

works (hereinafter referred to as "protective works") for the protection of any apparatus should be executed the gas board may and (if so required by the Board in any case where it is reasonably practicable so to do) shall remove or divert or alter the position of or execute protective works in respect of the apparatus and of any apparatus connected therewith to such extent and in such manner as may be agreed or determined by arbitration and the Board shall repay to the gas board the amount of the costs and expenses reasonably incurred by the gas board in or in connection with such removal diversion or alteration or the execution of such protective works (including any costs reasonably incurred by the gas board under paragraph (13) of this section) (which costs and expenses are hereafter in this paragraph referred to as "the said expenses"):

Provided that if in carrying out any such diversion or alteration of position—

(a) (i) the gas board erect lay or place new apparatus in substitution for their existing apparatus; and

(ii) the existing apparatus was erected laid or placed before the commencement of the period of seven years and six months immediately preceding the diversion or alteration of position of the apparatus; or

(b) the said expenses are enhanced by—

(i) the substitution for the existing apparatus of apparatus of greater dimensions (other than length) or of greater capacity or apparatus of improved type; or

(ii) the laying or placing of apparatus at a depth greater than that of the existing apparatus except where and to the extent to which such greater depth is reasonably necessary in order to avoid interference with other underground apparatus works or structures;

the gas board shall themselves bear (in the case referred to in paragraph (a) of this proviso) such proportion of the said expenses as represents the estimated saving of expense to the gas board resulting from the consequent deferment of the date at which the existing apparatus would have required to be renewed and (in the case referred to in paragraph (b) of this proviso) such proportion of the said expenses as represents the amount by which such expenses exceed the costs which would have been

incurred if the dimensions (other than length) or the capacity of the apparatus as laid or placed had been the same as those of the original apparatus or if the apparatus had been laid or placed at the same depth as the existing apparatus:

Provided also that where the apparatus had been laid or constructed in under upon or over the part of the discontinued street affected within the period of two years immediately preceding the giving of the notice required by paragraph (11) of this section and at the time of the laying or construction of the apparatus the Board had given to the gas board notice in writing of their intention to carry out development necessitating the removal or diversion or alteration of position of the apparatus or the execution of protective works with a statement of the manner in which and the extent to which they intended to exercise such powers no part of the said expenses shall be repayable by the Board if the said powers are exercised by the Board in accordance with the statement so given or with such variation only of the particulars contained in that statement as not prejudicially to affect the gas board:

- (10) If any apparatus is retained in its present position in over upon or under the site of a discontinued street or if the position of any apparatus in over upon or under the site of a discontinued street is altered under paragraph (9) of this section to a new position in over upon or under the site of the same street the Board shall grant to the gas board free of cost an easement in perpetuity (including a right of access with or without vehicles) over and across any lands of the Board (including the said site) for the construction maintenance and user by the gas board of such apparatus:
- (11) The Board shall give to the gas board not less than twenty-eight days' notice in writing of their intention to carry out any development of the site of a discontinued street and of the nature of such proposed development:
- (12) If—
 - (a) within twenty-eight days after the receipt from the Board of a development notice the gas board give to the Board notice in writing of their intention to remove or divert or alter the position of or to execute protective works in respect of any apparatus in under upon or over the discontinued street in

respect of which a development notice has been given and at the same time deliver to the Board a plan of any diversion or alteration of position of the apparatus or particulars of any such protective works (as the case may be) ; or

(b) in any case where it is reasonably practicable the gas board have been required by the Board to remove or divert or alter the position or execute protective works under paragraph (9) of this section ; the Board shall not carry out the development referred to in the notice given by them as aforesaid until—

(i) it shall have been agreed between the Board and the gas board or settled by arbitration whether having regard to the nature of the proposed development the removal diversion or alteration or the execution of the protective works is reasonably necessary or practicable ; and

(ii) the plan of any diversion or alteration of position to be carried out or the particulars of any protective works to be executed have been so agreed or settled :

Provided that if the proposals contained in any notice given to the Board by the gas board under this paragraph and any plan delivered to the Board with such notice are not disapproved by the Board within twenty-eight days after the receipt thereof the said proposals shall be deemed for the purposes of this section to be reasonably necessary and the Board shall be deemed to have approved such plans :

- (13) Forthwith after the completion of any such removal or diversion or alteration of position of apparatus or of any such protective works the gas board shall if reasonably required by the Board fill in the excavation and make good the surface of the ground to the reasonable satisfaction of the Board :
- (14) The Board shall not carry out any development of the site of a discontinued street not being development the nature of which was indicated in the development notice served on the gas board or if more than one such notice has been served the last of those notices :
- (15) The surface of the site of a discontinued street shall be maintained by the Board in reasonably good condition so as to prevent so far as practicable injury or damage to any apparatus in or under that site :
- (16) Any difference arising between the Board and the gas board under this section shall be referred to and settled

by a single arbitrator to be agreed between the parties or failing agreement to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1950 shall apply to such arbitration:

- (17) In settling any question under this section an arbitrator shall have regard to any duties or obligations which the gas board may be under in respect of any apparatus and to any duties or obligations which the Board may be under in respect of their undertaking and may if he so thinks fit require the Board to execute any works so as to avoid as far as may be practicable interference with any purpose for which the apparatus of the gas board is used.

18. Notwithstanding the repeals effected by section 42 (Repeals) of this Act the Board may continue and they are hereby authorised to raise on such terms and conditions as they think fit in addition to the sum of one million pounds of Dover Harbour redeemable debenture stock and the sum of seven hundred thousand pounds of Dover Harbour Board second redeemable debenture stock raised under the powers of the existing Acts any sum or sums not exceeding in the whole three million three hundred thousand pounds which they may from time to time require for the purposes of the existing Acts or this Act and for that purpose they may create and issue second redeemable debenture stock at such price and generally on such terms and conditions not being inconsistent with the provisions of the existing Acts or of this Act respectively as the Board may determine.

Power to raise debenture stock.

19. If the Board pay off the said one million pounds of Dover Harbour redeemable debenture stock or any part thereof (including the cancellation thereof or of some part thereof under the provisions in that behalf contained in section 27 (Power to cancel redeemable debenture stock) of the Act of 1933) out of moneys borrowed by them under this Act they may from time to time reborrow the same but all moneys so reborrowed shall be repaid within the period prescribed in respect of the said one million pounds Dover Harbour redeemable debenture stock and shall be deemed to form the same loan as that stock and the obligation of the Board with respect to the repayment of that stock and to the provision to be made for such repayment shall not be diminished by reason of such reborrowing.

Power to reborrow.

20. The Board shall annually on the thirty-first day of March pay into the redemption fund formed for the redemption of the said one million pounds of Dover Harbour redeemable debenture

Redemption fund for extinction of debenture stock.

stock such a sum as will in addition to the sum standing to the credit of the said fund at the date of the passing of this Act with any accumulations thereon at compound interest be sufficient to pay by the first day of April one thousand nine hundred and seventy-four the amount of such stock and such sums shall be accumulated in the way of compound interest by investment in statutory securities.

21. The Board may apply—

(a) to the purposes of this Act or to the general purposes of the undertaking to which capital is properly applicable any moneys which they have in their hands and which may not be required for the purposes to which such moneys are by any of the existing Acts made specially applicable ; and

(b) to the general purposes of the undertaking to which capital is properly applicable any moneys which by section 18 (Power to raise debenture stock) of this Act they are authorised to raise by the creation and issue of second redeemable debenture stock.

Application
of funds.

Amendment of
section 43 of
Act of 1901.

22. Section 43 (Annual return to Board of Trade with respect to redemption fund) of the Act of 1901 shall be read and have effect as if the several references therein to the Act of 1901 were references to this Act.

Amendment
of section 44
of Act of 1920.

23. Section 44 (Application of certain provisions of Acts of 1901 and 1906) of the Act of 1920 shall be read and have effect as if the reference therein to sections 29 to 37 of the Act of 1906 were a reference to sections 29 to 36 of that Act and as if the reference therein to the Act of 1920 were a reference to this Act.

Amendment
of section 27
of Act of 1933.

24. Subsection (2) of section 27 (Power to cancel redeemable debenture stock) of the Act of 1933 shall be read and have effect as if the references therein to the former Harbour Acts and to the Act of 1933 were references to this Act.

Saving for
powers of
Treasury.

25. It shall not be lawful to exercise the powers conferred on the Board by this Act otherwise than in compliance with the provisions of any order for the time being in force made under section 1 of the Borrowing (Control and Guarantees) Act 1946.

Poll tax.

26. The Board may demand and take—

(a) in respect of every person carried or about to be carried as a passenger in any vessel engaged in a cross-channel service between Dover and any port or place in Holland or Belgium or on the north coast of France and embarking or landing in the harbour a sum not exceeding three shillings ; and

(b) in respect of every other person carried or about to be carried as a passenger in any vessel between Dover and any foreign port or place and embarking or landing in the harbour a sum not exceeding five shillings; such sums to be paid if demanded before any such person is allowed to embark or land in the harbour.

27.—(1) The Third Schedule to the Act of 1949 shall be read and have effect as if—

Amendment
of Third
Schedule to
Act of 1949.

(a) for the words—

“Dunnage—
Wood per ton (50 cu. ft.) s. d.
0 3”

there were substituted the words—

“Dunnage—
Wood *(M) per ton s. d.
0 3”

(b) for the words—

“Laths and lathwood per ton (50 cu. ft.) s. d.
0 6”

there were substituted the words—

“Laths and lathwood ... *(M) per ton s. d.
0 6”

(c) for the words—

“Soda—
Nitrate of per ton s. d.
1 4”

there were substituted the words—

“Soda—
Nitrite of per ton s. d.
1 4”

(d) for the words—

“All other goods not particularly enumerated per ton s. d.
2 0”

there were substituted the words—

“All other goods not particularly enumerated per ton or per ton measurement as applicable s. d.
2 0”

(2) The following goods shall be added to the Third Schedule to the Act of 1949 and the Board may demand and take in respect of all such goods discharged shipped or received within the harbour rates not exceeding those specified:—

Ammonium nitrate	per ton	s. d. 0 9
Ballast Thames or sand and beach	per ton	0 6
Hop wood *(M)	per ton	1 0
Manure (artificial) not otherwise rated	per ton	0 9
Motor lorries or vans—		
Up to 15 cwt.	each	15 0
Exceeding 15 cwt. up to 5 tons	each	30 0
Exceeding 5 tons	each	45 0

				s.	d.
Motor trailers (commercial)—					
Up to 15 cwt.	...	...	...	each	12 6
Exceeding 15 cwt. up to 5 tons	...	...	...	each	25 0
Exceeding 5 tons	...	...	...	each	35 0
Motor tractors	...	...	...	each	15 0
Nitro chalk	...	...	...	per ton	0 6
Sulphate of ammonia	...	...	...	per ton	0 6

Amendment
of section 33
of Act of 1920.

28. Section 33 (Rates on warehoused goods to be paid within one year or otherwise goods to be sold for payment of rates &c.) of the Act of 1920 shall be read and have effect as if the word “rents” were inserted therein after the word “rates” in both places where that word occurs and as if the reference to the former Harbour Acts were a reference to the Act of 1949 and this Act.

Amendment
of section 13 of
Act of 1949.

29. Section 13 (Revision of rates) of the Act of 1949 shall be read and have effect as if—

- (a) the reference in subsection (5) of the section to section 44 (Passenger dues) of the Dover Harbour Act 1891 as amended by section 47 (Poll tax) of the Act of 1901 (as amended by section 25 (Correction of section 47 of Act of 1901) of the Dover Harbour Act 1902) and to section 39 (Poll tax) of the Act of 1920 were a reference to section 26 (Poll tax) of this Act; and
- (b) there were added a new subsection as follows:—

“(9) Subject to the proviso to this subsection the Minister shall not by an order under subsection (1) of this section make any such revision of the authorised rates as in his opinion would so far as can be estimated be likely to result in the annual revenue of the Board being insufficient or more than sufficient to enable the Board with efficient management of their undertaking to make adequate provision for paying all proper expenses of and connected with the working management and maintenance of the undertaking including interest on loan capital (regard being had by him to any capital which the Board may reasonably be expected to expend) making good depreciation providing for any contributions which the Board may reasonably and properly carry to any reserve fund contingency fund or sinking fund and meeting all other costs charges and expenses if any properly chargeable to revenue:

Provided that in any case where the Minister is satisfied that there are special circumstances affecting

the undertaking taking into account its financial condition during such period preceding the date on which an application is made under subsection (1) of this section as the Minister considers to be appropriate the Minister may subject to subsection (5) of this section revise the authorised rates in such manner as he thinks just and reasonable with due allowance for such special circumstances notwithstanding that such revision is likely to result in the revenue of the Board being insufficient to enable the Board to make adequate provision for all of the matters referred to in the foregoing provisions of this subsection."

30. Section 36 (Power to make contracts &c.) of the Act of 1933 shall be read and have effect as if the reference therein to the works and railways authorised by the Act of 1933 were a reference to the works and railways now constructed or acquired by the Board and the 1932 works and as if the references therein to the former Harbour Acts and the Act of 1933 were references to the existing Acts and this Act.

Amendment
of section 36
of Act of
1933.

31. Subject as hereinafter provided and notwithstanding anything in this or the existing Acts or any Act incorporated therein with the cross-channel and continental vessels and other craft of the commission accommodating the traffic of the commission shall have the preference in all respects over any other traffic and vessels accommodating the same using the harbour (other than vessels belonging to or chartered by the Crown) Provided that in its application to the works which the Board by the Act of 1950 were authorised to construct the said preference shall only continue if and so long as the commission become and remain liable on any guarantee of interest on any debentures or debenture stock issued by the Board.

Preference for
cross-channel
traffic.

32.—(1) The commission may run over and use toll free with their engines carriages wagons and servants (whether in charge of engines carriages wagons or not) for all purposes connected with their railway and marine undertakings the following railways of the Board (namely):—

Power to
commission to
run over
Board's
railways toll
free.

(a) a railway commencing by a junction with the main line of the commission at a point distant 280 feet or thereabouts from the south-east abutment of the Limekiln Street Bridge measured in a southerly direction passing along Union Street and terminating by a junction with the railway on the Prince of Wales Pier at the entrance gates at the landward end of such pier;

(b) a railway commencing by a junction with the railway described in paragraph (a) of this subsection at a point 5 feet or thereabouts from the east end of the

Wellington Dock Swing Bridge measured in an easterly direction passing along the sea front and terminating at the entrance gates to the Eastern Docks ;

- (c) the railways and sidings belonging to or in the occupation of the Board situate between the termination of the railway described in paragraph (b) of this subsection and the seaward extremity of the eastern arm of Dover Harbour ;
- (d) a railway commencing by a junction with the railway described in paragraph (b) of this subsection at a point distant 350 feet or thereabouts from the north end of North Wall Quay Tidal Harbour measured in a northerly direction and terminating at a point distant 60 feet or thereabouts from the north end of North Wall Quay Tidal Harbour measured in a northerly direction ;

or any alterations to the said railways which may from time to time be made.

(2) Nothing in this section shall prevent the Board from imposing a reasonable toll or making a reasonable charge for haulage over the said railways on others than the commission.

Power to
acquire
Admiralty
Harbour.

33. The Admiralty are hereby authorised and empowered to transfer to the Board and the Board are hereby authorised and empowered to accept from the Admiralty a transfer upon such terms and conditions for such consideration and subject to such reservations if any as may be agreed between the Admiralty and the Board (subject to any terms and conditions affecting the same in the hands of the Admiralty and operating for the protection or benefit of other persons) of those parts of the Admiralty Harbour undertaking at Dover which are referred to in clause I of the agreement between the Admiralty and the Board set out in the First Schedule to this Act (including the railway referred to in the said clause) and the Admiralty Pier extension together with such lands waters other railways buildings structures moorings buoys oil tanks works and apparatus incidental thereto or connected therewith and belonging to the Admiralty.

Power to
acquire
Admiralty
Pier.

34. The Board are hereby authorised and empowered to accept from the Commissioners of Crown Lands a transfer upon such terms and conditions for such consideration and subject to such reservations (if any) as may be agreed between the commissioners and the Board of the Admiralty Pier at Dover and such lands railways buildings structures moorings works and apparatus incidental thereto or connected therewith belonging to the commissioners as may be agreed between the commissioners and the Board.

35.—(1) The agreement between the Admiralty and the Board set out in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirmation of agreement with Admiralty.

(2) The provisions and reservations contained in the said agreement for the benefit of the War Department and Her Majesty's Postmaster-General shall be enforceable by the War Department and Her Majesty's Postmaster-General respectively as if they were parties to the said agreement and any dispute or difference which shall arise between the War Department or Her Majesty's Postmaster-General on the one hand and the Board on the other hand touching any clause matter or thing whatsoever therein contained (other than a matter as to which it is therein stated that the War Department or the Postmaster-General (as the case may be) is to be the sole judge) shall be settled by arbitration in manner provided by clause XII thereof.

(3) Notwithstanding the provisions of this section the Admiralty and the Board may from time to time vary or modify the provisions of the said agreement in such manner and upon such terms as they may mutually agree:

Provided that the provisions and reservations contained in the said agreement for the benefit of the War Department and Her Majesty's Postmaster-General shall not be varied or modified under this subsection without the consent of the War Department or Her Majesty's Postmaster-General as the case may be.

36. The agreement between the commission and the Board set out in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirmation of agreement with British Transport Commission.

37.—(1) No landing stage building structure or erection shall be erected adjoining or upon the Admiralty Pier extension unless the plans of such landing stage or other work shall have first been submitted to and approved by the Admiralty.

For protection of Admiralty.

(2) The Board shall maintain along the eastern side of the Admiralty Pier and of the Admiralty Pier extension the depths of water as shown on the edition of Admiralty Chart No. 1698 dated the 27th June 1952 as amended by Admiralty Notice to Mariners No. 1506 of 1952 at the datum shown on the said chart which is 8.42 feet below ordnance datum (Liverpool).

38. Notwithstanding anything contained in this Act the following provisions for the protection of the War Department shall unless otherwise agreed in writing between the Board and the War Department apply and have effect:—

For protection of War Department.

(1) In this section—

“the Secretary of State” means Her Majesty's Principal Secretary of State for the War Department;

“ War Department land ” means for the purposes of paragraphs (3) (5) and (6) any land in the harbour leased to or vested in Her Majesty’s Principal Secretary of State for the War Department and for the purposes of paragraphs (2) (4) and (7) the said land and any land so leased or vested adjacent thereto or in the neighbourhood thereof ;

“ War Department works ” means works from time to time constructed in or on War Department land :

- (2) No rate or other charge shall be payable by the War Department in respect of any munitions stores goods or materials carried into and out of the property of the Board for use in connection with any War Department works situated in or within five hundred yards of any part of the harbour :
- (3) The War Department may erect upon War Department land any additional works or buildings which the Secretary of State shall deem necessary and neither the Board nor any person or persons claiming under the Board shall be entitled to any compensation for any loss or damage resulting from the erection of such works or buildings :

Provided that before erecting any such works or buildings the Secretary of State shall consult the Board and the works or buildings shall be erected in such a position as not to interfere with the navigational control of the harbour by the Board :

- (4) (a) The War Department shall at all times be entitled to construct and maintain in connection with War Department works all necessary conduits cables and pipes in or through the property of the Board which the Secretary of State shall deem necessary for the operation of any such works ;
- (b) Any conduits cables and pipes constructed under this paragraph shall be constructed in such a position as to interfere as little as possible with the use by the Board or their lessees or tenants of the property of the Board ;
- (c) As soon as reasonably practicable after the completion of any such works of construction or maintenance the War Department shall at their own cost restore to its former condition the surface of any ground in the harbour which has been disturbed by such works ;
- (d) The War Department shall compensate the Board for all costs losses and damage which they may sustain by reason of the construction maintenance or failure of

any conduit cable or pipe so laid by or by the authority of the War Department :

Provided that if by agreement with the War Department the Board is permitted to lay cables in any conduit constructed by the War Department or otherwise to use any conduit cable or pipe constructed by the War Department the War Department shall not be liable for any costs losses or damage sustained by the Board owing to the construction maintenance or failure of any such conduit cable or pipe so far as such costs losses or damage arise as a result of the Board having used any such conduit cable or pipe or from the interruption or discontinuance of the use of any such conduit cable or pipe by reason of the failure thereof :

- (5) The Board shall not erect any works or buildings which in the opinion of the Secretary of State would interfere with the fire from any defence works situated upon War Department land :
- (6) Neither the Board nor any person or persons claiming under them shall be entitled to any compensation for any loss or damage due to the firing of guns or similar instruments from the defence works now or hereafter erected upon War Department land :
- (7) The War Department shall be entitled to exclude unauthorised persons from entering any works situated on War Department land and to prohibit the taking of photographs or the making of any sketches thereof and shall be entitled to erect all such notices on or upon any property of the Board adjacent to such works as the Secretary of State shall deem necessary :

Provided that nothing in this paragraph shall interfere with the use of the harbour for commercial purposes :

- (8) The Board shall provide transportation and haulage (within the limits of their capacity from time to time) for all War Department explosives goods and materials over any railway line operated by the Board as may be necessary on payment by the War Department of the usual rates from time to time current for transportation and haulage of goods on the railway lines operated by the Board.

39. Notwithstanding anything in this Act contained naval and military officers and non-commissioned officers soldiers and other persons employed on the duty of the War Department and petty officers sailors marines and all persons employed on

Right of access
for Crown
servants.

Admiralty service and all other government officers servants or other persons employed on government service being in the execution of their duty shall at all times with or without vehicles continue to have free ingress and egress into on along through and out of the works lands and property of the Board by land and with vessels or otherwise without payment and without being subject to any control other than byelaws made by the Board under the provisions of the existing Acts.

Saving rights of Crown.

40. Nothing in this Act or in any repeal effected by this Act affects prejudicially any estate right power privilege or exemption of the Crown.

Saving for town and country planning.

41. This Act shall be deemed to be an enactment passed before and in force at the passing of the Town and Country Planning Act 1947 for the purposes of subsection (4) of section 13 and subsection (1) of section 118 of that Act.

Repeals.

42. The Acts specified in the Third Schedule to this Act are hereby repealed to the extent specified in that schedule.

Costs of Act.

43. 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 Board.

SCHEDULES

FIRST SCHEDULE

AGREEMENT made the fifteenth day of January One thousand nine hundred and fifty-three BETWEEN THE COMMISSIONERS FOR EXECUTING THE OFFICE OF LORD HIGH ADMIRAL OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND (hereinafter called "the Admiralty") of the one part and THE DOVER HARBOUR BOARD (hereinafter called "the Harbour Board") of the other part Whereby it is agreed as follows:—

I. As soon as may be after this Agreement takes effect the Admiralty shall—

- (1) convey to the Harbour Board all their estate rights and interest of and in the Admiralty Harbour Undertaking at Dover coloured red and hatched blue on the plan marked "A" attached hereto including the Southern Breakwater the Eastern Arm the West Jetty the South Jetty the Eastern Docks (formerly known as the Naval Depot or Dockyard) and all lands buildings structures oil tanks railways and works belonging or incidental thereto or connected therewith:
- (2) transfer to the Harbour Board all their rights and interest of and in the Admiralty Harbour Undertaking at Dover coloured blue and coloured red hatched red on the plan marked "A" attached hereto including the Outer Harbour (formerly known as the Admiralty Harbour) and the Camber (formerly known as the Submarine Harbour):
- (3) transfer to the Harbour Board all their rights and interest of and in the Railway shown by a green line on the said plan:

Provided always that the Conveyance and Transfers shall be subject—

- (a) to the reservation in favour of the Admiralty of a yearly rent-charge of £1,000 to be paid by the Harbour Board to the Admiralty yearly free of all deductions and charged on the property conveyed and transferred;
- (b) to the reservations contained in two Indentures of Conveyance dated respectively the fourteenth November one thousand eight hundred and ninety-eight and made between Her Majesty Queen Victoria of the first part John Francis Fortescue Horner of the second part and the Admiralty of the third part and the eighth May one thousand eight hundred and ninety-nine and made between Her Majesty Queen Victoria of the first part the Board of Trade of the second part and the Admiralty of the third part;
- (c) to a covenant to be made by the Harbour Board that they and the persons deriving title under them will not construct or permit the construction of any works below high-water mark of ordinary spring tides without the prior consent in writing of the Minister of Transport:

1ST SCH.
—cont.

- (d) to a covenant to be made by the Harbour Board that they and the persons deriving title under them will not construct any new works or make any alterations to existing works on the property transferred or conveyed without the prior consent in writing of the Admiralty. Provided always that such consent shall not be unreasonably withheld in respect of the areas coloured red and coloured red hatched red on the plan marked "A";
- (e) to the granting by the Harbour Board to the War Department and their successors in title of an unrestricted right of access and egress for their officers and duly authorised servants and agents with or without vehicles over any portion of the property to be transferred or conveyed to the works or property now belonging to or leased to the War Department;
- (f) to the exclusion from transfer to the Harbour Board of all structures winches slipways cradles racking ducting pipes wires cables water supply heating lighting and air-conditioning plant fire-fighting equipment pumps transformers rectifiers switch-gear boilers engines electric diesel and other motors and generators tanks rails cranes machines fixtures fittings apparatus and plant stores ordnance and war-like equipment which are in or about or used in connection with the premises which by clauses IX and XI are to be leased by the Harbour Board to or are the property of the Admiralty and the War Department and the Postmaster-General respectively.

II. In consideration of the premises the Admiralty shall have the right in the event or in anticipation of a national emergency (of which the Admiralty shall be the sole judge)—

- (1) to resume the administration and control of the whole or parts of the water areas of the Outer Harbour and the Camber coloured blue on the said plan "A";
- (2) to resume possession of the whole or part of the Eastern Arm South Jetty and Southern Breakwater hatched blue on the said plan "A";

for such period or periods as in the judgment of the Admiralty may be necessary for the defence of the Realm without payment of compensation to the Harbour Board and without any abatement of the rentcharge referred to in clause I hereof. Provided that the right of resumption shall not extend to the present or any future Signal Station and ancillary buildings used in connection therewith and required to be operated as such by the Harbour Board and that the Harbour Board shall at all times have the right of access to such Signal Station and ancillary buildings so long as they are required to be operated and maintained by the Harbour Board as a Signal Station. Provided also that if at any time hereafter the Harbour Board or their tenants carry out with the prior written consent of the Admiralty any works of development in or on any part or parts of the water areas and structures described in (1) and (2) of this clause such part or parts shall (if such consent has so provided) cease to be subject to the Admiralty's right of resumption under this

clause Provided further that the Harbour Board shall in any lease tenancy agreement or licence which they shall grant in respect of the whole or any part of the areas described in (1) and (2) of this clause insert an express provision that the lessee tenant or licensee shall hold the premises subject to the rights of the Admiralty under this Agreement and shall procure from any purchaser of the said areas or any part thereof an express agreement with the Admiralty in the like terms to those contained in this clause.

1ST SCH.
—cont.

III. During the period or periods of any resumption by the Admiralty under the preceding clause II the Admiralty shall be liable for the maintenance and repair (including dredging) of the structures and water areas so resumed (hereinafter called "the resumed areas") including all buildings lighthouses railways fixed plant and machinery electricity and water mains and services telephone cables and services and oil fuel pipe lines in or on such structures The condition of the resumed areas shall be recorded by joint survey at the commencement of resumption and at the end thereof the Admiralty shall hand the resumed areas back to the Harbour Board in as good condition as at the commencement (war damage excepted) Provided always that liability for maintenance and repair on the part of the Admiralty under this clause shall in no way extend to damage or deterioration to any part of Dover Harbour administration control or possession of which is not liable to be resumed by the Admiralty under the provisions of clause II hereof If any of the resumed areas shall not be handed back in such good condition as aforesaid the Admiralty shall pay to the Harbour Board as compensation the cost (at the time of such handing back) of putting the resumed areas into such condition Unless specially agreed between the Admiralty and the Harbour Board at the time all defence works erected including blockships sunk during the period of resumption shall be dealt with in the same way as defence works erected on the premises of other Harbour Authorities in accordance with the policy of H.M. Government at the time In the event of resumption by the Admiralty of part or parts only of the areas subject to resumption the extent of the liability of the Admiralty for maintenance and repair (including dredging) under the foregoing part of this clause shall be such as is reasonable having regard to all the circumstances and not merely to the cost of maintaining or dredging the particular part or parts resumed The liability of the Admiralty under the foregoing part of this clause shall also extend to the maintenance (including dredging) of water areas adjoining structures of which they have resumed possession notwithstanding they have not resumed administration and control of such adjoining water areas:

Provided that in the event of the Admiralty occupying or using under emergency powers any of the piers jetties or wharves part of the areas coloured red on the said plan "A" (of which areas coloured red on the said plan the Admiralty are not under this Agreement entitled to occupation and use without charge) and also resuming administration and control under clause II hereof of any part or parts of the water areas giving access to any of the said piers jetties or wharves which are occupied or used by the Admiralty under emergency powers as aforesaid the liability of the Admiralty under the

1ST SCH.
—cont.

foregoing part of this clause for dredging such part or parts of the resumed water areas shall be subject to an allowance for such dredging as is directly essential for the use of the said piers jetties or wharves occupied or used by the Admiralty as aforesaid. The extent of such allowance shall be agreed by the Civil Engineer-in-Chief of the Admiralty and the Chief Engineer of the Harbour Board or failing agreement shall be determined by arbitration under the clause hereinafter contained:

Provided also that in the event of the Admiralty resuming possession of the Eastern Arm and South Jetty they shall have the right of road and rail access thereto over the roads and railways maintained by the Harbour Board in the Eastern Docks area subject in respect of the use of railways to the payment of the rail charges current at the time and in respect of roads to the payment of a reasonable and proper share of the maintenance charges incurred by the Harbour Board in maintaining the roads.

IV. In the event of the Admiralty exercising their right of resumption under clause II hereof they shall permit—

- (i) the Harbour Board and all other users of the Harbour to have access through the water areas resumed to all the remaining parts of the Harbour Board's Undertaking;
- (ii) the normal commercial activities of the Harbour Board and their tenants to continue in the areas affected;

as far as in the judgment of the Admiralty defence requirements may permit and the Admiralty shall use their best endeavours to minimise interruption or interference with such normal commercial activities.

V. The Harbour Board hereby confirm that (subject as in this clause provided) the exemption from rates or duties conferred by section 28 of the Harbours Docks and Piers Clauses Act 1847 shall at all times remain in full force in respect of the areas referred to in clause I (1) and (2) of this Agreement in favour of the Government Departments and persons entitled thereto:

Provided always that nothing in this clause shall affect the provisions of the Arrangement of December one thousand nine hundred and twenty between H.M. Government and Harbour Authorities or any modification of such Arrangement for the time being in force being applied to the said areas with the exception of the Eastern Arm the South Jetty the Southern Breakwater the G.P.O. Cable Depot Jetty and the water areas coloured blue on plan "A".

VI. The Admiralty shall be at liberty at their own expense from time to time to carry out any dredging or hydrographical surveying operations which they think proper within the water areas coloured blue on the said plan "A".

VII. An automatic tide gauge shall be regularly maintained in working order by the Harbour Board and the records thereof shall be preserved by the Harbour Board and handed over to the Admiralty when they are no longer required for local use.

VIII. The Admiralty shall be entitled at their own expense to remove the blockship "Spanish Prince" sunk during the 1914-18

War at the eastern end of the Western Entrance of the Harbour without making compensation to the Harbour Board.

1ST SCH.
—cont.

IX. Simultaneously with the completion of the Conveyance and Transfers referred to in clause I hereof the Harbour Board shall grant to the Admiralty Leases free of rent or at peppercorn rents as follows:—

- (1) of the areas of access to Mine Storage Galleries (excluding the building known as Building 3A) the Underground Oil Fuel Installation and the Combined Operations Fuelling Installation all of which are indicated on the plan "B" attached hereto and thereon coloured green for a term of nine hundred and ninety-nine years from the date of such Conveyance and Transfers such Leases to include the following provisions:—

- (a) on the lines of clause 5 (2) of the Boom Defence Depot Lease of eighteenth March one thousand nine hundred and thirty-eight to facilitate any future development of the harbour by the Harbour Board ;

- (b) against assigning or subletting (except for purposes connected with national defence) the whole or any part except to another Government Department ;

- (c) that the Admiralty may give and the Harbour Board shall accept three months' notice to terminate the Lease at any time before the normal expiration of the Lease if retention of the demised premises is in the judgment of the Admiralty no longer necessary for the purposes of the Crown :

- (2) of the M.T.B. Pens indicated on the said plan "B" and thereon coloured green for a term of ninety-nine years from the date of the said Conveyance and Transfers such Lease to include provisions as at (a) (b) and (c) above :

- (3) of the Boom Defence Depot (excluding the small building at the N.E. corner of the Eastern Docks) indicated on the said plan "B" and thereon coloured green for a term of ninety-nine years from the date of such Conveyance and Transfers such Lease to include provisions as at (a) and (b) above and (c) and (d) below—

- (c) not to use or suffer the demised premises to be used otherwise than for the Admiralty's own purposes in connection with the Boom Defence of the Harbour or in connection with such form of Harbour Defence as may be substituted therefor and not for any commercial purpose ;

- (d) that the Admiralty may give and the Harbour Board shall accept three months' notice to terminate the Lease at any time before the normal expiration thereof if the premises cease in the opinion of the Admiralty to be required as a Depot for Boom Defence or for such other form of Harbour Defence as may be substituted therefor.

The said Leases shall contain such other terms as the Admiralty shall in their sole judgment consider to be reasonable having regard to all the circumstances.

1ST SCH.
—cont.

X. As soon as may be after this Agreement takes effect the Admiralty shall convey to the Harbour Board for the sum of five hundred pounds the fee simple or other the estate rights and interest of the Admiralty in the Admiralty Pier Extension as coloured yellow on the said plan "A" and the sea bed thereunder.

XI. (1) Simultaneously with the completion of the Conveyances and Transfers from the Admiralty referred to in clauses I and X hereof the Harbour Board shall enter into an Agreement with the War Department for the grant to that Department of a Lease of the land and premises in their occupation which are coloured yellow on the plan marked "B" attached hereto such Lease to be for not less than ninety-nine years from the respective dates of the said Conveyances and Transfers rent free and otherwise on such terms as shall in the sole judgment of the War Department be reasonable.

(2) Simultaneously with the completion of the Conveyance and Transfers from the Admiralty referred to in clause I hereof the Harbour Board shall grant to Her Majesty's Postmaster-General in trust for Her Majesty for the purpose of the Post Office a Lease rent free and otherwise on such terms as shall in the sole judgment of the Postmaster-General be reasonable for a term of ninety-nine years from the completion of the said Conveyance and Transfers of the land and premises now in the occupation of the Postmaster-General which are coloured purple on the said plan marked "B" together (if the Postmaster-General shall so require) with all such easements rights consents privileges and advantages under in upon over along across or in respect of the property and railway respectively conveyed or transferred to the Harbour Board pursuant to clause I hereof or other the property of the Harbour Board as the Postmaster-General may now enjoy or exercise or be entitled or permitted to enjoy or exercise for the benefit of or in connection with the use and enjoyment by the Postmaster-General of the said land and premises coloured purple on the said plan marked "B" and in particular but without prejudice to the generality of this paragraph (it being the intention of the parties hereto that the following shall not be deemed to be exhaustive) there shall be included in the said Lease and granted to the Postmaster-General all such easements rights consents privileges and advantages as were excepted or reserved or otherwise provided for the benefit of the Postmaster-General or (so far as the Postmaster-General enjoys or exercises or has enjoyed or exercised or is entitled or permitted to enjoy or exercise the same) for the benefit of the Admiralty or other Government Departments or persons or their ships or vessels or ships or vessels chartered by them by clause 4 of the Agreement between the Admiralty and the Harbour Board dated second July one thousand nine hundred and twenty-three and clause 4 of the Agreement between the Admiralty and the Harbour Board dated sixteenth March one thousand nine hundred and twenty-nine (as amended by the Agreement dated fourth June one thousand nine hundred and thirty made between the same parties).

If the Postmaster-General shall so require the said Lease shall contain a covenant by the Harbour Board that so long as the said term of years shall continue and be subsisting the Harbour Board will provide and maintain for the benefit of the Postmaster-General the services and facilities respectively specified in paragraphs 7 and 8 of

the said Agreement of sixteenth March one thousand nine hundred and twenty-nine.

1ST SCH.
—cont.

The said Lease shall contain a provision (in terms to be approved by the Postmaster-General) empowering the Harbour Board to determine the said Lease at such times on such terms and subject to such conditions as shall in the sole judgment of the Postmaster-General be reasonable.

(3) Simultaneously with the completion of the Conveyances and Transfers referred to in clauses I and X hereof the Harbour Board shall if Her Majesty's Postmaster-General so requires enter into an Agreement under seal with Her Majesty's Postmaster-General on behalf of Her Majesty on such terms as shall in the sole judgment of the Postmaster-General be reasonable to grant or provide (free of charge except as otherwise provided in the Agreement dated twenty-ninth May one thousand nine hundred and six hereinafter referred to) in perpetuity to or for the Postmaster-General all such easements rights privileges consents facilities and advantages for which provision was made for the benefit of Her Majesty's Postmaster-General in the Agreement between the Admiralty and the Harbour Board dated twenty-ninth May one thousand nine hundred and six or which the Postmaster-General otherwise enjoys or exercises or is entitled or permitted to enjoy or exercise under in upon over along across or in respect of the property and the railway respectively conveyed or transferred to the Harbour Board pursuant to clauses I and X hereof and all other the property of the Harbour Board.

XII. If any dispute or difference shall arise between the Admiralty and the Harbour Board concerning any matter which it is hereby provided shall be settled by arbitration or touching any clause matter or thing whatsoever herein contained (other than any matter upon which it is stated herein that the Admiralty the War Department or the Postmaster-General (as the case may be) is to be the sole judge) the dispute or difference shall be referred to a single arbitrator in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification thereof.

XIII. The Agreements between the Admiralty and the Harbour Board dated as follows shall be cancelled as and from the completion of the Conveyances Transfers Agreements and Leases referred to herein:—

29th May 1906 ;
2nd July 1923 ;
16th March 1929 ;
4th June 1930 ;
20th December 1951.

XIV. This Agreement is subject to confirmation by Parliament and if confirmed (but subject to the provisions of clause XV) shall take effect from the date on which Royal Assent is given to the confirming Act.

XV. This Agreement is subject to such alterations if any as Parliament may think fit to make therein provided that if any material alteration shall thereby be made in this Agreement it shall be competent to either party to withdraw from the Agreement.

1st SCH.
—cont.

XVI. All legal costs and expenses arising out of this Agreement including those incurred in connection with the preparation of this Agreement and the Conveyances Transfers Agreements and Leases referred to herein shall be borne by the Harbour Board.

XVII. Notwithstanding the completion of the assurances of the properties referred to herein this Agreement shall remain in force with regard to anything remaining to be done performed or observed hereunder and not provided for in the said assurances.

IN WITNESS whereof the Admiralty have hereunto set their hands and seals and the Harbour Board have caused their Common Seal to be hereunto affixed the day and year first before written.

Signed Sealed and Delivered by }
KENELM SIMON DIGBY WINGFIELD }
DIGBY M.P. one of the Commis- }
sioners for Executing the Office of }
Lord High Admiral of the }
United Kingdom of Great Britain }
and Ireland in the presence of }

K. S. D. WINGFIELD
DIGBY

M. MILTON
Admiralty S.W.1
Civil Servant.

Signed Sealed and Delivered by }
Admiral Sir MICHAEL MAYNARD }
DENNY K.C.B. C.B.E. D.S.O. }
one of the Commissioners for Exe- }
cuting the Office of Lord High }
Admiral of the United Kingdom }
of Great Britain and Ireland in }
the presence of }

MICHAEL M. DENNY

PETER WHITE
Admiralty S.W.1
Captain (S) Royal Navy.

The Common Seal of the DOVER }
HARBOUR BOARD was hereunto }
affixed in the presence of }

CECIL BYFORD
Register.

SECOND SCHEDULE

AGREEMENT made this fifteenth day of January one thousand nine hundred and fifty-three BETWEEN THE BRITISH TRANSPORT COMMISSION (hereinafter called "the Commission") of the one part and THE DOVER HARBOUR BOARD (hereinafter called "the Board") of the other part.

WHEREAS—

(i) By an Agreement dated the thirtieth day of September one thousand nine hundred and nine made between the South Eastern Railway Company the London Chatham and Dover Railway Company and the South Eastern and Chatham Railway Companies Managing Committee (hereinafter collectively called "the South Eastern and Chatham Companies") of the one part and the Board of the other part of the South Eastern and Chatham Companies covenanted to pay to the Board such a sum of money as may be necessary together with the net available income of the Board from all sources to enable the Board to punctually pay by regular half-yearly payments on the first day of April and the first day of October in every year interest at the rate of three pounds fifteen shillings per cent. per annum upon so much of the one million pounds Dover Harbour three and three-quarters per cent. Redeemable Debenture Stock created and issued by the Board as shall for the time being be paid up and outstanding.

(ii) Under and by virtue of the Railways Act 1921 and the Railways (Southern Group) Amalgamation Scheme 1922 made pursuant thereto the South Eastern and Chatham Companies together with other railway companies were on and from the first day of January one thousand nine hundred and twenty-three amalgamated and the undertakings so amalgamated constituted one undertaking and were vested in and were the undertaking of the Southern Railway Company and incorporated by the name of the Southern Railway Company.

(iii) Under and by virtue of the Transport Act 1947 the undertaking of the Southern Railway Company vested on the first day of January one thousand nine hundred and forty-eight in the Commission subject to all liabilities to which the said Southern Railway Company were subject immediately before that date and which liabilities included the liability under the said Agreement of the thirtieth day of September one thousand nine hundred and nine.

(iv) Neither the Commission the Southern Railway Company nor the South Eastern and Chatham Companies have up to the date of this Agreement been called upon to pay the Board any sum of money in respect of the guarantee contained in the said Agreement of the thirtieth day of September one thousand nine hundred and nine.

(v) The Board are empowered by the Dover Harbour Act 1950 to (inter alia) construct maintain and operate and have commenced the construction of a new Car Ferry Terminal in the part of Dover Harbour known as the Eastern Docks with attendant facilities for the reception and accommodation of passengers and motor vehicles and which works will provide greatly improved facilities for the expeditious loading and discharging of motor car and passenger traffic of (inter alia) the Commission.

2ND SCH.
—cont.

(vi) The Board intend to create and issue not exceeding seven hundred thousand pounds Second Redeemable Debenture Stock to provide sufficient funds to construct and finish the said works.

(vii) Under and by virtue of the said Transport Act 1947 the Commission are empowered to give guarantees for the benefit of (inter alia) any person providing within Great Britain port facilities (as defined by the said Act) or such other amenities and facilities for passengers and other persons making use of the services provided by them as it may appear to them requisite or expedient to provide.

(viii) The Commission have agreed upon the issue of the said Second Redeemable Debenture Stock to enter into an agreement with the Board guaranteeing the said Stock and the interest thereon upon the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED between the parties hereto as follows viz.:—

1. Upon request by the Board the Commission will upon the issue of the said Second Redeemable Debenture Stock guarantee the said Stock and the interest thereon that is to say they will enter into an agreement with the Board to pay to the Board such a sum of money as may be necessary together with the net available income of the Board from all sources to enable the Board to punctually pay by regular half-yearly payments interest at a rate to be agreed upon upon so much of the said Second Redeemable Debenture Stock as shall for the time being be created and issued by the Board paid up and outstanding and so that for the purpose of arriving at the net available income of the Board there shall first be deducted such sums as may be required by the Board to enable them to pay the amount of the annual instalments so as to comply with the provisions of the said Dover Harbour Act 1950 relating to the redemption of the said Stock and with the terms upon which the said Stock is issued.

2. The issue of the said Second Redeemable Debenture Stock shall be made in such amounts at such dates and prices and upon such terms as shall be agreed between the Board and the Commission.

3. So long as the Commission are liable in respect of the guarantee given by the said Agreement of the thirtieth day of September one thousand nine hundred and nine or in respect of the guarantee agreed to be given under clause 1 hereof the Board undertake as follows:—

(a) that they will not without the consent of the Commission alienate charge or otherwise encumber any property the income of which is now or hereafter assigned to the Commission nor without the like consent alter the amount of any existing dues rates rents charges or taxes but in the event of such dues rates rents charges or taxes together with the other income of the Board being insufficient to meet the interest redemption and other charges in respect of the said Second Redeemable Debenture Stock or the said three and three-quarters per cent. Redeemable Debenture Stock the Board shall be at liberty to increase or make application for the increase of the said dues rates rents charges or taxes ;

- (b) that they will efficiently maintain the works and facilities which have been provided by the Board (inter alia) for the accommodation of the traffic of the Commission and the steamers by means of which such traffic is carried on ;
- (c) that they will before commencing any works involving a major degree of capital expenditure submit estimates of such expenditure to the Commission ;
- (d) that they will during any period in which any money is owing to the Commission under clause 5 of this Agreement so far as the Commission may from time to time require before incurring any other expenditure on capital or revenue account on any works of maintenance repair or renewal submit estimates of such expenditure to the Commission ;
- (e) that no such expenditure as is referred to in paragraphs (c) and (d) of this clause shall be incurred until the Commission have approved such estimates and such approval may be given subject to such modifications thereof or alterations therein as the Commission may think fit ;
- (f) that they will permit the Commission to inspect and examine the books and accounts of the Board or to employ (at the Commission's own expense) an auditor to make an annual audit of the accounts of the Board and that they will afford reasonable facility for such inspection or audit.

4. When and so soon as the Commission become liable in respect of the guarantee given by the said Agreement of the thirtieth day of September one thousand nine hundred and nine or in respect of the guarantee agreed to be given under clause 1 hereof the Commission shall become entitled to the benefit of the Assignment of income and revenue given by the Board dated the twenty-second day of August one thousand eight hundred and ninety-six and made between the Board of the one part and the London Chatham and Dover Railway Company of the other part and notwithstanding anything therein contained the said Assignment shall continue in force and be available for the benefit of the Commission during the entire period during which the Commission are liable under either of the said guarantees and shall be read and apply as if the whole net revenue and income received by the Board from all sources during the period for which such assignment is available were thereby assigned.

5. The Board shall be liable to repay to the Commission all money paid by them under the said guarantees or either of them.

6. Notwithstanding anything contained in this Agreement the consent of the Commission is not to be required to the raising of monies by the Board for the purpose of cancelling any Debenture Stock (including Second Debenture Stock) for the time being issued by the Board nor where the effect of the raising of the monies will be the cancelling of the whole of the said Debenture Stock then existing and guaranteed by the Commission to the raising of any further monies by the Board concurrently with the raising of monies for such cancelling.

7. If any question or difference shall arise between the Commission and the Board under this Agreement the same shall be referred to and determined by a single arbitrator to be appointed (in default

2ND SCH.
—cont.

of agreement) by the Minister of Transport on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1950 shall apply to any such reference and determination.

8. This Agreement cancels and supersedes the following Agreements:—

Agreement dated the twenty-second day of August one thousand eight hundred and ninety-six made between the Dover Harbour Board of the one part and the London Chatham and Dover Railway Company of the other part and scheduled to the Dover Harbour Act 1898 ;

Agreement dated the first day of June one thousand nine hundred and six and made between the South Eastern Railway Company the London Chatham and Dover Railway Company and the South Eastern and Chatham Railway Companies Managing Committee of the one part and the Dover Harbour Board of the other part ;

Agreement dated the twelfth day of July one thousand nine hundred and twenty and made between the South Eastern Railway Company the London Chatham and Dover Railway Company and the South Eastern and Chatham Railway Companies Managing Committee of the one part and the Dover Harbour Board of the other part.

9. This Agreement is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein either party may withdraw from the Agreement before the same receives the sanction of Parliament and the same shall thereupon become null and void.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The Common Seal of the BRITISH
TRANSPORT COMMISSION was here-
unto affixed in the presence of

RUSHOLME
Member

S. B. TAYLOR
Chief Secretary.

The Common Seal of the DOVER
HARBOUR BOARD was hereunto
affixed in the presence of

CECIL BYFORD
Register.

THIRD SCHEDULE
REPEALS

Act	Section	Marginal note	Extent of repeal
The Act of 1828	VII	Warden &c. not personally liable.	The whole section.
	VIII	Proceedings of Warden and Assistants to be done at Meetings.	The whole section.
	XII	Clerk not to act as Treasurer and vice versa.	The whole section.
	XIII	Officers not to take Gratuities.	The whole section.
	XIV	Orders and Proceedings to be entered in Books.	The whole section.
	XV	Accounts to be kept of Receipts and Disbursements.	The whole section.
	XVI	Accounts to be laid before Parliament.	The whole section.
	XVIII	Vesting Piers and Property in the Warden and Assistants.	The whole section.
	XIX	Piers Jetties &c. may be made for the Improvement of the Harbour.	The words from "not only within the same and upon the land adjoining thereto" to the end of the section.
	XLIII	Powers of Harbour Master not to extend to Passage Vessels.	The whole section.
	XLVIII	Punishing Persons cutting away Buoys &c.	The whole section.
	LIX	Service of Notice on Warden	The whole section.
	LX	Warden &c. may compound Penalties for Breach of Contract.	The whole section.
	LXII	Register or Clerk of the Warden &c. may grant Releases to Witnesses.	The whole section.
	LXXVI	Company not to exhibit or alter Lights without the Sanction of the Trinity House of Deptford Strond.	The whole section.
LXXVII	Saving the Rights of the Trinity House.	The whole section.	

3RD SCH.
—cont.

Act	Section	Marginal note	Extent of repeal
Dover Harbour Act 1836 being an Act of the sixth and seventh years of the reign of King William the Fourth intituled "An Act to amend an Act for more effectually maintaining and improving the Harbour of Dover in the County of Kent".	—	—	The whole Act.
The Act of 1861	47	Constitution of Dover Harbour Board.	The words from "and the said members shall once a year" down to the end of the section.
	49	Debts paid out of public monies to be debts due to the Crown.	The whole section.
	51	Power to Corporation of Dover to transfer dues to Harbour.	The words "and of levying rates and dues on ships or on goods carried in ships".
Dover Harbour Act 1871.	2	Provisions of general Acts herein named incorporated.	The whole section.
	4	Power to dredge and take lands.	The whole section.
	5	Lands for extraordinary purposes.	The whole section.
	6	Powers for compulsory purchases limited.	The whole section.
	13	Exemption of Her Majesty's ships of war &c.	The whole section.
	23	Dredging operations not to be carried on within one hundred yards of the Admiralty Pier without consent of the Board of Trade.	The whole section.

Act	Section	Marginal note	Extent of repeal
Dover Harbour Act 1871 —cont.	24	Board shall not dredge within area indicated by plan or below high-water mark of ordinary spring tides without consent of the Board of Trade.	The whole section.
	25	Act not to exempt the Board or their harbour from the provisions of the Merchant Shipping Acts.	The whole section.
	26	Board shall not dredge or in any manner interfere with the bed of the sea without consent of Board of Trade.	The whole section.
Dover Harbour Act 1873.	—	—	The whole Act.
Dover Harbour Act 1891.	—	—	The whole Act.
London Chatham and Dover Railway Act 1892.	23	Power to make agreement with Dover Harbour Board for guarantee by the Company.	The whole section.
Dover Harbour Act 1898.	—	—	The whole Act.
London Chatham and Dover Railway Act 1898.	18	Agreements with Dover Harbour Board.	The whole section.
South Eastern Railway Act 1900.	27	Power to join with Chatham Company in guaranteeing interest on capital of Harbour Board.	The whole section.
The Act of 1901	2	Incorporation of Acts ...	The whole section.
	3	Interpretation ...	The whole section.
	4	Abandonment of certain works authorised by Act of 1891.	The whole section.
	5	Power to make pier and works.	The whole section.
	6	For protection of South Eastern and London Chatham and Dover Railway Companies &c.	The whole section.
	7	For protection of Dover Corporation.	The whole section.
	8	Limits of deviation ...	The whole section.
	9	As to depth of water to be maintained.	The whole section.
	10	Certain works not to be constructed without consent of Board of Trade.	The whole section.
	11	Power to make subsidiary works.	The whole section.

3RD SCH.
—cont.

Act	Section	Marginal note	Extent of repeal
The Act of 1901 —cont.	12	Power to cross certain roads on the level.	The whole section.
	13	Power to take lands ...	The whole section.
	14	For protection of Postmaster-General.	The whole section.
	15	Power to purchase additional lands by agreement.	The whole section.
	16	Persons under disabilities may grant easements &c.	The whole section.
	17	Restriction on taking houses of labouring class.	The whole section.
	18	Period for compulsory purchase of lands.	The whole section.
	19	Harbour Board may retain sell &c. spare lands.	The whole section.
	20	Power to stop up streets passages and open spaces.	The whole section.
	21	Period for completion of works.	The whole section.
	22	Power to dredge &c. ...	The whole section.
	23	Lights on works ...	The whole section.
	24	Permanent lights ...	The whole section.
	25	Provision against danger to navigation.	The whole section.
	26	Survey of works by Board of Trade.	The whole section.
	27	Abatement of works abandoned or decayed.	The whole section.
	28	Power to create debenture stock.	The whole section.
	29	Charge and priority of stock	The words "except (until the cancellation of the same) the said sum of four hundred thousand pounds of Dover Harbour Redeemable First Debenture Stock".
	40	Redemption fund for extinction of stock.	The whole section.
	45	Power to cancel Redeemable First Debenture Stock.	The whole section.
	46	Application of redemption fund under Act of 1891.	The whole section.
	47	Poll tax ...	The whole section.
	50	Application of certain provisions of Act of 1891.	The whole section.
	52	As to Government property	The whole section.
	54	Power to rescind or vary agreement confirmed by Act of 1898.	The whole section.

Act	Section	Marginal note	Extent of repeal
The Act of 1901 —cont.	57	Naval military and Board of Trade Officers and others to have free access to works.	The whole section.
	58	Admiralty in case of war to have charge of harbour.	The whole section.
	59	Saving rights of Crown ...	The whole section.
	60	For protection of His Majesty's Principal Secretary of State for War and of the Admiralty.	The whole section.
Dover Harbour Act 1902.	—	—	The whole Act.
Dover Harbour Board Act 1906.	—	—	The whole Act.
The Act of 1906	2	Incorporation of Acts ...	The whole section.
	3	Interpretation ...	The whole section.
	4	Works to be abandoned ...	The whole section.
	5	Power to make widenings and works.	The whole section.
	6	Limits of deviation ...	The whole section.
	7	Power to make subsidiary works.	The whole section.
	8	Power to take lands ...	The whole section.
	9	For protection of Commissioners of Works.	The whole section.
	10	For the protection of the South Eastern and London Chatham and Dover Railway Companies &c.	The whole section.
	11	Power to purchase additional lands by agreement.	The whole section.
	12	Persons under disabilities may grant easements &c.	The whole section.
	13	Period for compulsory purchase of lands.	The whole section.
	14	Power to retain sell &c. spare lands.	The whole section.
	15	Power to stop up streets ...	The whole section.
16	Period for completion of works.	The whole section.	
17	Power to dredge &c. ...	The proviso to the section.	
18	Works below high-water mark not to be commenced without consent of Board of Trade.	The whole section.	
19	Survey of works by Board of Trade.	The whole section.	
20	Abatement of work abandoned or decayed.	The whole section.	
21	Lights on works during construction.	The whole section.	

3RD SCH.
—cont.

Act	Section	Marginal note	Extent of repeal
The Act of 1906 —cont.	22	Permanent lights on works	The whole section.
	23	Provision against danger to navigation.	The whole section.
	24	Vesting of works and re-claimed lands.	The words from "one thousand eight hundred and ninety-two" to the end of the section.
	25	Works part of harbour ...	The whole section.
	26	Application of funds ...	The whole section.
	27	Poll tax ...	The whole section.
	28	Amendment of section 28 of Act of 1901.	The whole section.
	29	Power to issue debenture stock certificates to bearer.	The proviso to the section.
	37	Application of certain provisions of Companies Act 1867.	The whole section.
	38	Postponement of sinking fund.	The whole section.
	39	Reserve fund ...	The whole section.
	42	Application of certain provisions of Act of 1891.	The whole section.
	43	Confirmation of agreement with Admiralty.	The whole section.
	44	As to Government property	The whole section.
	45	Confirmation of agreement with railway companies.	The whole section.
	47	Power to make agreements with certain railway companies as to guarantee.	The whole section.
	48	For protection of Secretary of State for War.	The whole section.
	49	For protection of Admiralty	The whole section.
	50	Naval and military and Board of Trade officers and others to have free access to works.	The whole section.
	51	Admiralty in case of war to have charge of harbour.	The whole section.
52	Saving rights of Crown ...	The whole section.	
53	Saving rights of Admiralty	The whole section.	
54	For protection of Postmaster-General.	The whole section.	
55	Contribution to street widenings.	The whole section.	
Dover Graving Dock Act 1908.	—	—	The whole Act.
Dover Graving Dock Act 1911.	—	—	The whole Act.
Dover Harbour Act 1913.	2	Interpretation ...	The whole section.
	3	Incorporation of Acts ...	The whole section.

Act	Section	Marginal note	Extent of repeal
Dover Harbour Act 1913 —cont.	4	Power to make works ...	The whole section.
	5	Limits of deviation ...	The whole section.
	6	Period for completion of works.	The whole section.
	7	Works part of harbour ...	The whole section.
	8	For protection of Dover Gas Company.	The whole section.
	10	For protection of South Eastern and Chatham Railway Companies and Managing Committee.	The whole section.
	11	Power to take lands ...	The whole section.
	12	Persons under disability may grant easements &c.	The whole section.
	13	Power to retain sell &c. lands.	The whole section.
	14	Period for compulsory purchase of lands.	The whole section.
	15	Application of funds ...	The whole section.
	17	For protection of Post Office telegraphs.	The whole section.
	19	As to Government property	The whole section.
	21	Saving rights of Crown ...	The whole section.
	The Act of 1920	2	Incorporation of Acts ...	The whole section.
4		Power to make sea-walls and other works.	The whole section.
5		Limits of deviation ...	The whole section.
6		Power to make subsidiary works.	The whole section.
7		Power to take lands ...	The whole section.
8		For protection of South Eastern and London Chatham and Dover Railway Companies &c.	The whole section.
9		Power to purchase additional lands by agreement.	The whole section.
10		Persons under disability may grant easements &c.	The whole section.
11		Period for compulsory purchase of lands.	The whole section.
12		Power to retain sell &c. lands.	The whole section.
13	Power to stop up roads ...	The whole section.	
14	Period for completion of works.	The whole section.	
15	Power to dredge &c. ...	The whole section.	
16	Works below high-water mark to be subject to approval of Admiralty.	The whole section.	
17	Survey of works by Admiralty.	The whole section.	
18	Abatement of work abandoned or decayed.	The whole section.	
19	Lights on works during construction.	The whole section.	
20	Permanent lights on works	The whole section.	

3RD SCH.
—cont.

Act	Section	Marginal note	Extent of repeal
The Act of 1920 —cont.	21	Provision against danger to navigation.	The whole section.
	22	Works part of harbour ...	The whole section.
	23	For protection of Dover Gas Company.	The whole section.
	24	Works to be within parish and borough of Dover.	The whole section.
	26	Power to lease warehouses cranes &c.	The proviso.
	38	Preference for channel service.	The whole section.
	39	Poll tax	The whole section.
	40	Application of funds ...	The whole section.
	41	Power to raise additional debenture stock.	The whole section.
	42	Application of moneys to be raised.	The whole section.
	43	Charge and priority of stock	The words "subject to the provisions of the agreement of 1906".
	48	Railway Companies may inspect books and accounts of Harbour Board.	The whole section.
	50	Appointment of receiver ...	The words "under the Act of 1906 the agreement of 1906 this Act and the agreement set forth in the schedule to this Act".
	51	Power to reborrow	The whole section.
	53	Application of certain provisions of Act of 1891.	The whole section.
	54	As to Government property	The whole section.
	56	For protection of corporation of Dover.	The whole section.
57	Confirming agreement between railway companies and Harbour Board.	The whole section.	
58	Incorporating sections 50 and 51 of Act of 1906.	The whole section.	
59	Saving rights of Crown ...	The whole section.	
60	Saving rights of Admiralty	The whole section.	
61	Saving agreement between Admiralty and Harbour Board.	The whole section.	
62	For protection of Postmaster-General.	The whole section.	
The Act of 1923	2	Incorporation of Acts ...	The whole section.
	4	Confirmation of agreement with Admiralty.	The whole section.

Act	Section	Marginal note	Extent of repeal
The Act of 1923 —cont.	5	Power to acquire Admiralty Harbour.	The whole section.
	6	Admiralty rights to cease ...	The whole section.
	7	Power to make subsidiary works.	The words “ (subject to the provisions of this Act and with the prior consent in writing of the Admiralty and the Army Council) ” and in the proviso to the section the words “the works authorised by this section below high-water mark shall not be commenced without the consent in writing of the Admiralty and that ”.
	8	Works part of harbour ...	The whole section.
	10	Power to lease oil tanks ...	The whole section.
	11	Application of funds ...	The whole section.
	12	Confirming and sanctioning construction of railway by Harbour Board.	The whole section.
	13	As to railway of Admiralty	The whole section.
	14	Running powers of railway company over Railways Nos. 1 and 2.	The whole section.
	15	Maintenance of Railways Nos. 1 and 2.	The whole section.
	16	Certain works to be within parish and borough of Dover.	The whole section.
	17	For protection of Dover Corporation.	The whole section.
	18	Estimates for works and maintenance to be submitted to railway company.	The whole section.
	20	Works below high-water mark not to be constructed without consent of Board of Trade.	The whole section.
	21	Survey of works by Board of Trade.	The whole section.
	22	Abatement of work abandoned or decayed.	The whole section.
	23	Lights on works during construction.	The whole section.

3RD SCH.
—cont.

Act	Section	Marginal note	Extent of repeal
The Act of 1923 —cont.	24	Permanent lights on works	The whole section.
	25	Provision against danger to navigation.	The whole section.
	27	Crown minerals	The whole section.
Dover Harbour Act 1926.	—	—	The whole Act.
Southern Railway Act 1927.	79	Power to guarantee interest on Dover Harbour stock.	The whole section.
Dover Harbour Act 1928.	—	—	The whole Act.
Southern Railway Act 1932.	15	Dock works part of Dover Harbour.	The whole section.
The Act of 1933	2	Incorporation of Acts ...	The whole section.
	3	Provision as to general Railway Acts.	The whole section.
	4	Interpretation	The whole section.
	5	Power to make railways and works.	The whole section.
	6	Power to reclaim land from sea.	The whole section.
	7	Limits of deviation ...	The whole section.
	8	Power to make subsidiary works.	The whole section.
	9	Power to dredge &c. ...	In subsection (2) the words "use the same or any part thereof for the purpose of or in connection with the reclamation of the portion of the foreshore and bed of Dover Harbour lying between and bounded by the said intended embankment (Work No. 3) the said West Jetty and the said wall on the foreshore of Dover Harbour or may" the words "other than the said portion of the foreshore and bed of Dover Harbour" and the words "the Admiralty and".

Act	Section	Marginal note	Extent of repeal
The Act of 1933 —cont.			Subsection (3). In subsection (5) the words “or the Board of Trade” wherever those words occur and the words “as the case may be” at the end of the subsection.
	10	Period for completion of works.	The whole section.
	11	Works below high-water mark to be subject to approval of Board of Trade.	The whole section.
	12	Survey of works by Board of Trade.	The whole section.
	13	Abatement of work abandoned or decayed.	The whole section.
	14	Lights on works during construction.	The whole section.
	15	Permanent lights on works	The whole section.
	16	Provision against danger to navigation.	The whole section.
	17	Works part of harbour ...	The whole section.
	18	Works to be within parish of Guston.	The whole section.
	19	Power to take lands ...	The whole section.
	20	Owners may be required to sell parts only of certain properties.	The whole section.
	21	Owners may be required to grant easements only.	The whole section.
	22	Power to purchase additional lands by agreement.	The whole section.
	23	Persons under disability may grant easements &c.	The whole section.
	24	Period for compulsory purchase of lands.	The whole section.
	25	Power to retain sell &c. lands.	The whole section.
	29	Power to reborrow ...	The whole section.
	30	Application of funds ...	The whole section.
	31	Certain provisions of former Harbour Acts to be repealed.	The whole section.
	32	Variation of agreement of 12th July 1920.	The whole section.
	33	Certain rights of railway company to be varied.	The whole section.
	34	Poll tax ...	The whole section.
	35	Variation of agreement of 2nd July 1923.	The whole section.
	37	For protection of Dover Corporation.	The whole section.

3RD SCH.
—cont.

Act	Section	Marginal note	Extent of repeal
The Act of 1933 —cont.	38	For protection of railway company.	The whole section.
	39	For protection of St. James's Burial Board and Charlton Burial Joint Committee.	The whole section.
	40	For protection of War Department.	The whole section.
	41	Saving for Trinity House of Deptford Strond.	The whole section.
	42	For protection of Postmaster-General.	The whole section.
	43	Crown rights	The whole section.
	44	Crown minerals	The whole section.
The Act of 1949	2	Incorporation of Harbours Clauses Act.	The whole section.
	32	Amendment of section 14 of Dover Harbour Act 1928.	The whole section.
The Act of 1950	3	Incorporation of Acts	The whole section.
	5	Power to make works	The words from "Work No. 6" to the end of the section.
	9	Power to deviate	The words "in the case of the harbour works" in both places where they occur and the words "and in the case of the railways (Work No. 6 and Work No. 7) authorised by this Act in accordance with the provisions of the Railways Clauses Consolidation Act 1845".
	16	Power to dredge &c.	In the proviso to subsection (2) the words "the Admiralty and".
	18	New works to form part of undertaking.	The whole section.
	19	Abandonment of portions of railways.	The whole section.
	22	Survey of works by Minister	The whole section.
23	Abatement of work abandoned or decayed.	The whole section.	
24	Lights on works during construction.	The whole section.	

Act	Section	Marginal note	Extent of repeal
The Act of 1950 —cont.	25	Permanent lights on works	The whole section.
	26	Provision against danger to navigation.	The whole section.
	30	For further protection of Postmaster-General.	The words “ reserved by an agreement dated the sixteenth day of March nineteen hundred and twenty-nine and made between the Admiralty of the one part and the Board of the other part (as amended by a supplemental agreement dated the fourth day of June nineteen hundred and thirty and made between the same parties) ”.
	31	For protection of Dover Corporation.	The whole section.
	33	For protection of South Eastern Gas Board.	The whole section.
	34	For protection of British Transport Commission.	The whole section.
	35	Application of funds ...	The whole section.
	46	Amendment of section 51 of Act of 1920.	The whole section.
	49	Power to make contracts etc.	The words from “ or with respect to the cancellation of the existing Dover Harbour redeemable debenture stock ” to the words “ with respect to any commutation thereof ”.

Table of Statutes referred to in this Act

Short title	Session and chapter
Dover Harbour Act 1828	9 Geo. IV. c. xxxi.
Dover Harbour Act 1836	6 & 7 Will. IV. c. cxxv.
Lands Clauses Consolidation Act 1845 ...	8 & 9 Vict. c. 18.
Railways Clauses Consolidation Act 1845 ...	8 & 9 Vict. c. 20.
Commissioners Clauses Act 1847	10 & 11 Vict. c. 16.
Harbours Docks and Piers Clauses Act 1847...	10 & 11 Vict. c. 27.
Harbours and Passing Tolls &c. Act 1861 ...	24 & 25 Vict. c. 47.
Railways Clauses Act 1863	26 & 27 Vict. c. 92.
Tramways Act 1870	33 & 34 Vict. c. 78.
Dover Harbour Act 1871	34 & 35 Vict. c. clxvi.
Dover Harbour Act 1873	36 & 37 Vict. c. ccxxxv.
Local Loans Act 1875	38 & 39 Vict. c. 83.
Railway and Canal Traffic Act 1888	51 & 52 Vict. c. 25.
Dover Harbour Act 1891	54 & 55 Vict. c. cxxv.
London Chatham and Dover Railway Act 1892	55 & 56 Vict. c. xcix.
Dover Harbour Act 1898	61 & 62 Vict. c. cxxxvi.
London Chatham and Dover Railway Act 1898	61 & 62 Vict. c. cxlv.
South Eastern Railway Act 1900	63 & 64 Vict. c. lxxxiii.
Dover Harbour Act 1901	1 Edw. 7. c. ccvi.
Dover Harbour Act 1902	2 Edw. 7. c. ccxxxvi.
Dover Harbour Board Act 1906	6 Edw. 7. c. ii.
Dover Harbour (Works &c.) Act 1906	6 Edw. 7. c. ccv.
Dover Graving Dock Act 1908... ..	8 Edw. 7. c. cxi.
Dover Graving Dock Act 1911... ..	1 & 2 Geo. 5. c. lxx.
Dover Harbour Act 1913	3 & 4 Geo. 5. c. xci.
Acquisition of Land (Assessment of Compen- sation) Act 1919	9 & 10 Geo. 5. c. 57.
Dover Harbour Act 1920	10 & 11 Geo. 5. c. lxxxv.
Dover Harbour Act 1923	13 & 14 Geo. 5. c. lxxxvii.
Dover Harbour Act 1926	16 & 17 Geo. 5. c. lxxxvii.
Southern Railway Act 1927	17 & 18 Geo. 5. c. xxiii.
Dover Harbour Act 1928	18 & 19 Geo. 5. c. xci.
Southern Railway Act 1932	22 & 23 Geo. 5. c. lxxiii.
Dover Harbour Act 1933	23 & 24 Geo. 5. c. lxxxii.
Borrowing (Control and Guarantees) Act 1946	9 & 10 Geo. 6. c. 58.
Transport Act 1947	10 & 11 Geo. 6. c. 49.
Town and Country Planning Act 1947 ...	10 & 11 Geo. 6. c. 51.
Local Government Act 1948	11 & 12 Geo. 6. c. 26.
Lands Tribunal Act 1949	12 & 13 Geo. 6. c. 42.
Dover Harbour Act 1949	12 & 13 Geo. 6. c. xxxiv.
Dover Harbour Act 1950	14 Geo. 6. c. xlvii.
Arbitration Act 1950	14 Geo. 6. c. 27.

PRINTED BY HENRY GEORGE GORDON WELCH, C.B.E.

Controller of Her Majesty's Stationery Office and Queen's Printer of Acts of Parliament

LONDON: PUBLISHED BY HER MAJESTY'S STATIONERY OFFICE

Price 3s. 0d. net

PRINTED IN GREAT BRITAIN

(78776)