

[13 & 14 GEO. 5.]

*Dover Harbour  
Act, 1923.*

[Ch. lxxxvii.]



## CHAPTER lxxxvii.

An Act to authorise the transfer by the Admiralty to the Dover Harbour Board of the Admiralty Harbour at Dover and for other purposes. A.D. 1923.

[31st July 1923.]

**W**HEREAS the Dover Harbour Board (in this Act referred to as "the Harbour Board") are constituted incorporated and empowered for the purpose of maintaining and improving Dover Harbour by the Harbours and Passing Tolls &c. Act 1861 in conjunction with the Dover Harbour Act 1828 the Dover Harbour Act 1871 the Dover Harbour Act 1873 the Dover Harbour Act 1891 the Dover Harbour Act 1898 the Dover Harbour Act 1901 the Dover Harbour Act 1902 the Dover Harbour Board Act 1906 the Dover Harbour (Works &c.) Act 1906 the Dover Harbour Act 1913 the Dover Harbour Act 1919 and the Dover Harbour Act 1920 (which thirteen Acts are in this Act collectively referred to as "the former harbour Acts"):

And whereas it would be of great local and public advantage if such portions of the Admiralty Harbour undertaking at Dover as are described in the agreement set forth in the First Schedule to this Act were transferred from the Admiralty to the Harbour Board and made part of Dover Harbour within the meaning of the former harbour Acts and it is expedient that provision should be made accordingly:

And whereas it is expedient that the construction execution maintenance and user by the Harbour Board of the existing Railway No. 1 hereinafter described

A.D. 1923. — should be sanctioned and confirmed and that the Harbour Board should be authorised to continue that railway and the Railway No. 2 hereinafter described and to work maintain repair and renew the same :

And whereas it is expedient that such other powers should be conferred upon the Harbour Board and that such other provisions should be made as in this Act are more particularly described :

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

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

Short title.

1. This Act may be cited as the Dover Harbour Act 1923.

Incorporation of Acts.

2. The Railways Clauses Consolidation Act 1845 (except the provisions thereof relating to the temporary occupation of lands near the railway during the construction thereof) and the Harbours Docks and Piers Clauses Act 1847 (except sections 16 to 19 unless the Harbour Board shall be required by the Board of Trade to provide and maintain a lifeboat and tide and weather gauge) are except where varied by or inconsistent with this Act or the former harbour Acts incorporated with and form part of this Act Provided that—

- (i) Nothing in the said Act of 1845 or this Act shall constitute the Harbour Board a railway company within the meaning of the Railway and Canal Traffic Act 1888 or any Act amending or enlarging that Act ;
- (ii) The following expressions used in the Harbours Docks and Piers Clauses Act 1847 shall for the purposes of this Act have the following respective meanings (that is to say) :—

The expressions " packet boat " and " post office packet " mean respectively a vessel employed by or under the Post Office or the Admiralty for the conveyance under contract of postal packets as defined by the Post

Office Act 1908 and the expression "post office bag of letters" means a mail bag as defined by the same Act;

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- (iii) Nothing in the Harbours Docks and Piers Clauses Act 1847 or in this Act shall extend to exempt from rates or duties any such vessel as aforesaid if she also conveys passengers or goods for hire.

**3.** In this Act unless the context otherwise requires the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And—

Interpre-  
tation.

"The scheduled agreement" means the agreement between the Admiralty of the one part and the Harbour Board of the other part set forth in the First Schedule to this Act;

"The acquired works" means the Admiralty Harbour undertaking or any part or parts thereof in which the Harbour Board shall have acquired an interest under this Act;

"The Railway No. 1" and "the Railway No. 2" respectively mean the Railway No. 1 and the Railway No. 2 described in the sections of this Act of which the marginal notes respectively are "Confirming and sanctioning construction of railway by Harbour Board" and "As to railway of Admiralty";

"The harbour" means Dover Harbour within the meaning of the former harbour Acts as extended by this Act and shall include the acquired works and the Railway No. 1 and the Railway No. 2;

"High-water mark" means high-water mark at ordinary spring tides;

"The Admiralty Agreement of 1906" means the agreement between the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland of the one part and the Harbour Board of the other part dated the twenty-ninth day of May one thousand nine hundred and six and set out in the First Schedule to and confirmed by the Dover Harbour (Works &c.) Act 1906;

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“ The railway agreement of 1906 ” means the agreement 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 Harbour Board of the other part dated the first day of June one thousand nine hundred and six and set out in the Second Schedule to and confirmed by the Dover Harbour (Works &c.) Act 1906 ;

“ The railway company ” means the Southern Railway Company.

Confirma-  
tion of  
agreement  
with  
Admiralty.

4. The scheduled agreement is hereby confirmed and made binding on the parties thereto and this Act shall have and take effect subject to that agreement and to the carrying out of the provisions thereof by the parties thereto.

Power to  
acquire  
Admiralty  
Harbour.

5. Subject to the provisions of this Act the Admiralty are hereby authorised and empowered to transfer to the Harbour Board and the Harbour Board are hereby authorised and empowered to accept from the Admiralty a transfer upon such terms and conditions subject to such reservations and at such rent or rents (if any) and for such period as agreed by the scheduled agreement or as may be agreed between the Admiralty and the Harbour 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 all or any part or parts of the Admiralty Harbour undertaking at Dover and such lands yards waters breakwaters piers railways buildings moorings buoys oil tanks works and apparatus incidental thereto or connected therewith belonging to the Admiralty as so agreed or as may be agreed between the Admiralty and the Harbour Board Provided that the transfer provided for in the scheduled agreement or any future transfer by the Admiralty to the Harbour Board as aforesaid shall not prevent the subsequent transfer (subject as aforesaid) by the Admiralty to the Harbour Board of any further or other interest in the said Admiralty Harbour undertaking or the variation by mutual agreement between the Admiralty and the Harbour Board of any interest previously granted under the provisions of this Act :

Provided also that if the revenue of the Harbour Board from the acquired works in any year is not sufficient to meet all their liabilities and obligations under the provisions of this Act or under the scheduled agreement in that year no part of the deficiency shall be made good at any time out of the revenue of the remainder of the undertaking of the Harbour Board Provided further that if the revenue of the Harbour Board from the remainder of their undertaking in any year is not sufficient to meet all their liabilities and obligations in regard thereto in that year no part of the deficiency shall be made good at any time out of the revenue of the Harbour Board from the acquired works.

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6. From and after the passing of this Act all rights of the Admiralty in respect of or in any way connected with the Prince of Wales Pier and the landing-stage on the eastern side thereof whether conferred upon the Admiralty by the Admiralty Agreement of 1906 or otherwise shall subject to the provisions of this Act and of the scheduled agreement wholly cease and determine and the Prince of Wales Pier and the said landing-stage and every part thereof shall subject as aforesaid become the property of the Harbour Board in accordance with the provisions of the scheduled agreement but subject to any terms conditions and rights affecting the same and operating or existing for the protection or benefit of other persons.

Admiralty  
rights to  
cease.

7. The Harbour Board (subject to the provisions of this Act and with the prior consent in writing of the Admiralty and the Army Council) may upon lands belonging to or in the occupation of the Harbour Board make execute maintain enlarge and alter temporarily or permanently all such viaducts rails sidings junctions turn-tables traversers stations approach roads gates warehouses sheds toll-houses toll-gates buildings roads crossings footpaths sewers drains quays wharves wharf walls retaining walls river walls embankments sluices jetties piers groynes shipping places staiths stairs stages gantries cranes hoists drops dolphins moorings buoys beacons fixed and moveable bridges caissons dock gates transporters coal hoists tips oil tanks reservoirs pipe lines hydraulic gas and electric mains and other works and conveniences as may be necessary or convenient in connection with or subsidiary to the railways

Power to  
make  
subsidiary  
works.

A.D. 1923. — 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. Provided that the works authorised by this section below high-water mark shall not be commenced without the consent in writing of the Admiralty and that any electric mains and works executed by the Harbour Board under the provisions of this section shall be so constructed maintained and used as to prevent any interference with any telegraphic line belonging to or used by the Postmaster-General or with telegraphic communication by means of such line. Provided further that the Harbour Board shall not under the powers of this section alter any public highway.

Works part  
of harbour.

8.—(1) Subject to the provisions of this Act the Harbour Board their officers and servants shall have all such powers authorities and rights in respect of the acquired works and the Railway No. 1 and the Railway No. 2 as if the same had been made and provided by them by virtue of or for the purposes of the former Harbour Acts and the acquired works and the said railways shall for all purposes including the purpose of charging demanding and receiving tolls charges rates poll tax and other dues be part of the harbour.

(2) Nothing in this section or in the scheduled agreement shall prejudice or affect any of the rights powers privileges or exemptions of the railway company with respect to tolls charges rates poll tax and other dues under the former harbour Acts and all such rights powers privileges and exemptions shall extend and apply to the acquired works and to the Railway No. 1 and the Railway No. 2.

Power to  
demand new  
dues.

9.—(1) In addition to the tolls charges rates poll tax and other dues which the Harbour Board are by the former harbour Acts authorised to demand and receive the Harbour Board may subject to the provisions of the former harbour Acts and this Act demand and receive in respect of the accommodation and services described in the Second Schedule to this Act rates dues and charges not exceeding those specified in that schedule and may from time to time vary the said rates dues and charges or any of them as they think expedient by reducing or raising the same. Provided the said rates dues and charges do not in any case exceed the respective amounts specified in the said schedule.

(2) The provisions for the recovery of dues contained in section 48 (Recovery of dues) of the Dover Harbour Act 1901 shall extend and apply to the recovery of any dues payable to the Harbour Board under this section of this Act but nothing in this Act or in the scheduled agreement shall in any manner prejudice or affect or interfere with section 12 (Power to vary dues by agreement for steamers to or from the continent in connection with certain railways) of the Dover Harbour Act 1871 or the agreement dated the first day of May one thousand eight hundred and seventy-one made between the Harbour Board and the predecessors of the railway company in pursuance of that Act and the said agreement of one thousand eight hundred and seventy-one shall extend and apply to the acquired works and to the Railway No. 1 and the Railway No. 2.

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10. The Harbour Board may with the consent in writing of the Admiralty under the hand of their secretary first had and obtained (which consent the Admiralty are hereby authorised to give) and subject to such special or other conditions as the Admiralty may see fit to impose lease or grant the use or occupation of any oil tanks contained in or forming part of the harbour and any lands buildings pipes apparatus and machines incidental thereto or used in connection therewith at such rents and for such periods and upon such terms and conditions as shall be agreed upon between the Harbour Board and the persons taking using or occupying the same.

Power to  
lease oil  
tanks.

11. Subject to the provisions of the railway agreement of 1906 the Harbour Board may apply to the purposes of this Act or to the general purposes of their undertaking to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by virtue of any Acts relating to the Harbour Board and which may not be required for the purposes to which they are by any such Act made specially applicable:

Application  
of funds.

Provided that—

- (a) Any such moneys so applied shall rank both as to capital and interest after the one million pounds of Dover Harbour redeemable debenture stock created and issued under the provisions of the former harbour Acts; and

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(b) Notwithstanding anything contained in the railway agreement of 1906 the railway company shall not be under any obligation to guarantee any interest on any such moneys so applied.

Confirming and sanctioning construction of railway by Harbour Board.

**12.** The construction maintenance and user by the Harbour Board of the existing works in this section described and the expenditure of money by the Harbour Board for and in connection with the same are hereby sanctioned and confirmed and such works shall subject to the provisions of this Act be deemed to have been constructed maintained and used and such expenditure to have been made under and within the powers of the former harbour Acts and such works shall be deemed to be and to have been since the date of the construction thereof for all purposes part of the harbour and the Harbour Board may continue to use maintain repair and renew such works. The existing works by this section sanctioned and confirmed and authorised to be used maintained repaired and renewed by the Harbour Board are the following (that is to say) :—

A railway (Railway No. 1) commencing by a junction with the main line of the London Chatham and Dover section of the Southern Railway at the Harbour Station Dover at a point distant three hundred and fifty feet or thereabouts from the southern end of such station measured in a northerly direction passing along Strond Street and terminating by a junction with the existing railway on the Prince of Wales Pier at the entrance gates at the landward end of such pier.

As to railway of Admiralty.

**13.** The existing works in this section described shall be deemed to be contained in and form part of the Admiralty Harbour undertaking at Dover for all purposes and in particular for the purposes of the section of this Act whereof the marginal note is "Power to acquire Admiralty Harbour" and such works if and when the Harbour Board shall acquire an interest therein under the provisions of this Act shall for all purposes be part of the harbour and the Harbour Board may subject to the provisions of this Act continue to use maintain repair and renew such works. The existing works by this section authorised to be used maintained repaired



and renewed by the Harbour Board are the following A.D. 1923.  
(that is to say):—

A railway (Railway No. 2) commencing by a junction with Railway No. 1 at a point fifty feet or thereabouts from the entrance gates of the Prince of Wales Pier measured in a north-westerly direction passing along the sea front and terminating at the boundary of the Admiralty property.

14. The railway company may run over and use toll free with their engines carriages wagons and servants whether in charge of engines carriages and wagons or not for all purposes connected with their undertaking the Railway No. 1 and the Railway No. 2 Provided that nothing in this section shall prevent the Harbour Board from imposing a toll or making a charge for haulage over the said railways on others than the railway company.

Running powers of railway company over Railways Nos. 1 and 2.

15.—(1) The junction with the railway of the railway company of the Railway No. 1 and the moveable platform and gate adjoining such railway and the signals and telegraphic and other appliances in connection therewith shall be maintained and worked by the railway company and the cost of maintaining and working the said junction moveable platform and gate and of the said signals telegraphic and other appliances including all expenses incurred by the railway company in connection with the signalmen required from time to time for working such junction and the signals and telegraphic and other appliances in connection therewith shall be repaid by the Harbour Board to the railway company half-yearly.

Maintenance of Railways Nos. 1 and 2.

(2) The Harbour Board shall at all times maintain the Railway No. 1 and the Railway No. 2 and all the works connected therewith and incident thereto in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the railway company and if and whenever the Harbour Board fail so to do after receipt of reasonable notice in writing from the railway company the railway company may make and do in and upon as well the lands of the Harbour Board as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount

A.D. 1923. — of such expenditure shall be repaid to the railway company by the Harbour Board.

Certain works to be within parish and borough of Dover.

**16.** So much of any of the acquired works and of any of the works authorised to be constructed by the Harbour Board under this Act as is or may be made and constructed upon the foreshore and bed of the sea to the west and south-west of an imaginary straight line drawn in a south-easterly direction from the point at which the eastern boundary of the borough of Dover joins high-water mark of ordinary spring tides and as is not (or would not otherwise be) included in any parish shall from and after the date of this Act or the completion thereof (as the case may be) be deemed to be for all purposes within the parish and borough of Dover in the county of Kent.

For protection of Dover Corporation.

**17.** Notwithstanding anything in 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") shall in addition to any other provision enuring for such protection or benefit and unless otherwise agreed in writing between the Harbour Board and the corporation apply and have effect (that is to say) :—

- (1) The Harbour Board shall within a period of six months after the passing of this Act to the reasonable satisfaction of the corporation raise the level of any road along or across which the Railway No. 2 is situate so that the same shall coincide with the upper surface of the rails of the railway or (alternatively) lower such rails so that the top thereof coincides with the existing surface of such road and shall also to the like satisfaction provide and fix check rails to the track of the railway throughout and make all suitable and necessary alterations to such road so as to make proper provision for the drainage thereof Provided that—

(a) If the Harbour Board shall request the corporation in writing to lend to them any money required by them for the execution of the works referred to in this subsection the corporation shall apply to the Minister of Health for sanction to borrow the money

necessary for the purpose of such loan and if the Minister of Health shall sanction the borrowing of such money by the corporation (and the said Minister is hereby authorised so to do upon such terms as to period of repayment as he may think fit) the corporation shall advance on loan to the Harbour Board any money so borrowed by them. Any money so advanced together with interest thereon shall be repaid by the Harbour Board to the corporation by instalments such instalments being of amounts respectively sufficient to indemnify the corporation from time to time against all and any liability attaching to them in respect of the repayment of principal moneys so borrowed by them or the payment of interest thereon and the instalments so payable by the Harbour Board to the corporation shall respectively be paid one month before the dates upon which the corporation become liable to make the respective payments in relation to which the instalment is to be paid;

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(b) During the period of two years from the passing of this Act the Harbour Board shall not be required to commence any of such works as aforesaid in relation to so much of the Railway No. 2 as is situate within the limits of deviation for the works authorised by the Dover Harbour Act 1920 and if the dock (Work No. 2) authorised by that Act shall have been commenced during the said period the Harbour Board shall not be required to carry out any of such first-mentioned works in relation to so much of the railway as is situate to the south-westward of Connaught House :

- (2) The Harbour Board shall within the same period to the reasonable satisfaction of the corporation remove the existing fences along the landward side of the said railway. Provided that if at any time the corporation shall in writing require them so to do they shall erect a fence or fences along the landward side of such portion or

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portions of the railway as the corporation may reasonably specify for the purpose of public safety Any fence or fences so erected shall be erected and thenceforward maintained by the Harbour Board to the reasonable satisfaction of the corporation :

- (3) The Harbour 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 direct and to their satisfaction so much of any such road as aforesaid as lies between the rails of the railway and as extends eighteen inches beyond those rails and on each side of the railway in the same manner as if such railway were a tramway and as if the provisions of the Tramways Act 1870 applied thereto :
- (4) The speed of any engines carriages trucks and other vehicles passing along the said railway shall be reasonable having regard to all the circumstances of the case :
- (5) Notwithstanding anything in the former harbour Acts or this Act the corporation shall at all times be at liberty to discharge water from their baths and surface and other water into the Admiralty Harbour or the harbour and they shall also be at liberty to abstract from any or all of those harbours water for the purpose of watering streets or for use in any baths belonging to the corporation or for any other public purposes :
- (6) If in consequence of the execution of the powers of this Act it will in the reasonable opinion of the corporation be necessary for the Harbour Board to alter interfere with or disturb any existing or make any new sewers drains water mains electricity mains apparatus or cables or other works of the corporation such alterations interference or disturbance shall be executed and such new sewers drains water mains electricity mains apparatus or cables or other works of the corporation shall be made by the Harbour 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 : A.D. 1923.  
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- (7) All works to be executed by the Harbour Board under the powers of this Act affecting any streets highways sewers drains water mains or apparatus electricity mains or cables or other works of the corporation shall be done at the cost in all respects of the Harbour Board and under the superintendence and to the reasonable satisfaction of the corporation and in accordance with plans sections and particulars to be previously submitted to and reasonably approved by them :
- (8) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 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 " :
- (9) Any difference which may arise between the Harbour Board and the corporation under the provisions of this section or as to anything to be done or not to be done thereunder shall be determined by the arbitration of a single arbitrator to be appointed failing agreement by the Minister of Health on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

18. Before the Harbour Board incur any expenditure on capital or revenue account in the exercise of the powers of the section of this Act of which the marginal note is " Power to make subsidiary works " or in the maintenance repair or renewal of the acquired works or the Railway No. 1 and the Railway No. 2 and notwithstanding anything contained in this Act or in the scheduled agreement the Harbour Board shall submit estimates of such expenditure to the railway company and no such expenditure shall be incurred until the railway company have approved such estimates and such approval may be given subject to such modifications thereof or alterations therein as the railway company may think fit.

Estimates for works and maintenance to be submitted to railway company.

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Power to  
make con-  
tracts &c

19. The Harbour Board may from time to time with any Government department the railway company or any other person enter into and carry into effect and rescind contracts agreements and arrangements or confirm and make binding upon the parties thereto any agreements or contracts which have been or may be entered into at any time during the progress of this Act through Parliament with respect to the construction tenure and user by them or any or either of them of the works authorised by this Act or with respect to the user of the harbour or any part thereof or in relation to the tolls rates dues and taxes levied or to be levied or chargeable therein and in and upon the works authorised by this Act or any part thereof or with respect to any compensation therefor and with reference to the exercise by them of the provisions contained in the section of this Act whereof the marginal note is "Power to lease oil tanks" and with respect to the erection of works on lands belonging to the parties to any such contract agreement or arrangement for the accommodation of His Majesty's Government and of such department company or person or any of them and with respect to the guaranteeing of the cost and the contribution by any or either of them towards the payment of the cost of the works authorised by this Act and any works so to be made for their accommodation as aforesaid or any part or parts thereof either by payment of a sum or sums of money in gross or by way of rent or annual payment or by special tolls rates dues and taxes or otherwise as may be agreed upon Provided that no such contract agreement or arrangement shall prejudice or affect the rights or interests of persons other than the parties thereto without the consent in writing of such persons.

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

20. The Harbour Board shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of in writing under hand as last aforesaid and where any such work may have been

constructed the Harbour Board shall not at any time alter or extend the same without obtaining previously to making any alteration or extension the like consent or approval. If any work be commenced altered extended or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Harbour Board and the amount of such costs and charges shall be a debt due from the Harbour Board to the Crown and shall be recoverable as a Crown debt or summarily.

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

Survey of  
works by  
Board of  
Trade.

**22.** If a work constructed by the Harbour Board on in over through or across tidal lands or tidal waters is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Harbour Board and the amount of such expense shall be a debt due from the Harbour Board to the Crown and be recoverable as a Crown debt or summarily.

Abatement  
of work  
abandoned  
or decayed.

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

Lights on  
works  
during  
construc-  
tion.

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

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Permanent  
lights on  
works.

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

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

Provision  
against  
danger to  
navigation.

**25.** In case of injury to or destruction or decay of the works by this Act authorised or any part thereof the Harbour 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 Deptford Strond and shall apply to that corporation for directions as to the means to be taken and the Harbour Board shall be liable to a penalty not exceeding ten pounds for every calendar month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Crown  
rights.

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

Crown  
minerals.

**27.** Notwithstanding the provisions contained in the section of this Act of which the marginal note is "Crown rights" or in any public statute His Majesty and His lessees for their respective interests may work any minerals belonging to the Crown under or adjacent



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to the lands and works of the Harbour Board authorised to be taken or constructed by this Act but in the event of any such right being at any time intended to be exercised the provisions of the Railways Clauses Consolidation Act 1845 relating to notice and compensation shall apply when the workings reach a point the distance of which from the nearest of such lands would not if measured horizontally exceed one-half the depth of such workings below the surface level of such lands.

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**28.** The costs charges and expenses preliminary to and of and incidental to the preparing of and applying for and the obtaining and passing of this Act shall be paid by the Harbour Board. •

Costs of  
Act.

A.D. 1923.

The SCHEDULES referred to in the  
foregoing Act.

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FIRST SCHEDULE.

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AN AGREEMENT made the second day of July 1923 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 Board") of the other part.

WHEREBY it is agreed as follows :—

1. The Admiralty shall transfer to the Board the part of the Admiralty Harbour at Dover which is delineated and coloured blue on the plans marked A B C and D annexed hereto and the undertaking of the Admiralty in connection therewith including all liabilities for lighting management and maintenance upon the terms and conditions hereinafter appearing.

2. The transfer shall include :—

- (a) The landing stage on the east side of the Prince of Wales Pier and all other the rights (save as hereinafter mentioned) of the Admiralty in respect of that pier under an agreement dated the 29th day of May 1906 and made between the same parties as this agreement and the Liberty landing stage together with all buildings erected thereon or on the Prince of Wales Pier under an agreement dated the 2nd day of June 1910 and made between the same parties as this agreement;
- (b) The South Breakwater and the parts of the East Breakwater and the Admiralty Pier Extension which are coloured blue on the said Plan A (except as hereinafter mentioned) together with all buildings structures lighthouses railways and gas and water mains on any part thereof;
- (c) All machinery and electrical plant mains circuits and apparatus for power lighting navigation and telephone services belonging to the Admiralty in or about the property so to be transferred (including such as are

in the area at present under the administration of the Board) as specified in a schedule to be agreed between the parties or failing agreement to be settled by arbitration; A.D. 1923.

- (d) Full and free right of way in common with the Admiralty and all persons authorised by them at all times and for all purposes over and along the roadway and the part of the East Breakwater coloured brown on the plan marked B annexed hereto for the Board and the Board's officials and servants and all persons authorised by the Board to embark from or land on or use the part of the East Breakwater included in the transfer;
- (e) The use in common with the Admiralty and all persons authorised by them of the railway shown by a red line on the said plan B so long as such railway shall continue in use but subject to the payment of compensation in respect of any damage occasioned by or arising out of such user and the Admiralty shall be under no liability to the Board in respect of such user which shall be enjoyed by the Board at its own risk;
- (f) The railway shown by a green line on the said Plan A subject to all liability to make compensation in respect of the construction thereof and the claims of the Dover Corporation or others in respect thereof and the exoneration by the Board of the Admiralty in respect of these claims.

3.—(1) The transfer shall not affect the reservations of minerals and the powers of working contained in an indenture of conveyance dated the 14th day of November 1898 and made between Her late Majesty Queen Victoria of the first part John Francis Fortescue Horner then a Commissioner of Woods of the second part and the Admiralty of the third part.

(2) Nothing in this agreement contained shall affect prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained shall authorise the Board to take use or in any manner interfere with any portion of the shore or bed of the Admiralty Harbour or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods and Forests or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods and Forests or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose.

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(3) The transfer shall not include—

- (a) Any proprietary rights of the Crown in the foreshore or bed of the Admiralty Harbour under the management of the Commissioners of Woods and Forests and the Board of Trade respectively;
- (b) Any right to construct or permit the construction of any works below high-water mark of ordinary spring tides without the consent of the Board of Trade and of the Commissioners of Woods or any right to construct any new works or to make any alterations to existing works within the part of the harbour to be transferred or upon the breakwaters included in the transfer without the prior consent in writing of the Admiralty;
- (c) Any forts or other works of defence or erections in the occupation of the War Department the positions of which forts or other works of defence or erections are shown in red on the said plans C and D;
- (d) The signal station on the said part of the Admiralty Pier together with the officers' w.c. Lloyds Office and hawser store appurtenant thereto and also the upper level of the said part of the Admiralty Pier as delineated and coloured yellow on plan;
- (e) Any fixtures on or about the said works and breakwaters which are required by the War Department or are used in connection with the said signal station;
- (f) The automatic tide gauge and hut on the Prince of Wales Pier :

Provided that nothing in paragraphs (c) or (d) of this subclause shall be deemed to except from the transfer the main structure of the said breakwaters or of the part of the Admiralty Pier coloured blue on the said plan A.

4. There shall be reserved out of the transfer—

- (a) The right at all times for all ships and vessels of free ingress and egress through the Admiralty Harbour to and from the Admiralty waters of or around the Submarine Harbour and adjacent to the wharf walls delineated uncoloured on the said plan B :

Provided that as from the date of transfer the Submarine Harbour shall not be used by the Admiralty or any of their tenants otherwise than for the carrying on of their respective businesses whatever they may be and in particular shall not be used by the Admiralty (save as hereinafter provided) or by any of their tenants for the handling of goods for third parties nor shall the quays of

the Submarine Harbour be used by the Admiralty (save as hereinafter provided) or by any such tenant as aforesaid for the loading or unloading of goods for third parties or for any transit business for third parties. Provided also that this restriction shall in no wise prejudice or affect the Admiralty in undertaking or carrying on any business or businesses of what nature or kind soever for themselves or for any other Government department;

- (b) The right for Admiralty and other Government ships and vessels of free entry to and use of the Admiralty Harbour in priority to all other ships and vessels such use to cause as little inconvenience as possible to the use thereof by commercial ships and vessels and such priority not to be exercised unreasonably;
- (c) The right for the Admiralty and their tenants and all persons and corporations authorised by them to use the railway mentioned in clause 2 (f) hereof in common with the Board and to require the Board to provide haulage for goods over this railway at a fixed charge of sixpence per ton;
- (d) The right for the Admiralty without making any compensation to the Board to resume the administration and control of the Admiralty Harbour and undertaking as so transferred at such times and for such periods as the Admiralty shall consider necessary for the defence of the Realm or in case of national emergency of any kind. Provided that during such period when the administration and control of the Admiralty Harbour and undertaking is resumed by the Admiralty the Board shall be absolved from the obligations imposed on the Board by clauses 9 10 11 13 and 14 of this agreement;
- (e) All existing cable-conduits and pipe lines and other works and communications belonging to or in use by the War Department in over or under any property comprised in the transfer and the right to maintain and use the same;
- (f) The right for the War Department to make and lay maintain and use additional or substituted works and communications of a like kind or of any other kind which may be considered necessary by that department;
- (g) The right for the War Department to exclude unauthorised persons from approaching or entering the works of defence and other erections belonging to that department and to regulate access to the

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- breakwaters by the issue of military passes but without interfering with the proper user of the Admiralty harbour and undertaking for commercial purposes ;
- (h) The unrestricted right of access for officers and other ranks of His Majesty's services in uniform or bearing passes with or without horses carts carriages and other vehicles (including mechanical transport) over any portion of the property transferred hereunder to the works and erections belonging to the War Department ;
- (i) The right for the War Department to place and maintain in such position or positions as it shall think proper the usual notice boards prohibiting photography and sketching ;
- (j) The unrestricted right of access for officers and men in the service of the Admiralty or of Lloyds over the property hereby transferred to the premises reserved on the said part of the Admiralty Pier and the right to control the gates in the cross-fence leading thereto ;
- (k) The right for the War Department the Admiralty and Lloyds to use the latrines on the part of the East Breakwater and on the part of the Admiralty Pier included in the transfer in common with the Board ;
- (l) All oil-fuel petrol lubricating and other oil mains and outlets together with the steam pipe for use therewith at present existing on or under the said part of the East Breakwater ;
- (m) The unrestricted right of access for the Admiralty to the automatic tide gauge and hut on the Prince of Wales Pier excepted out of the transfer hereunder by clause 3 (f) hereof.

5. There shall also be reserved out of the transfer and the Board shall pay to the Admiralty the yearly rent hereinafter mentioned adjustable from time to time as hereinafter provided (that is to say):—

During the first three years from the date of transfer the provisional yearly rent of 5,000*l.* by equal half-yearly payments on the 25th day of March and the 29th day of September in each year and thereafter a yearly rent (payable in like manner on the like half-yearly days) to be fixed at the end of such period of three years as hereinafter provided and so that the yearly rent so fixed shall be deemed to be the yearly rent payable as from the date of transfer and on such rent being so fixed any necessary adjustment shall be made in respect of the

said provisional yearly rent of 5,000*l.* paid as aforesaid and so that the yearly rent so fixed shall be reviewed at the request of either party at the end of the eighth year from the date of transfer and at the end of any subsequent period of five years thereafter and the yearly rent fixed on any such review shall be the yearly rent payable hereunder as from the time at which such review is to be made :

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Provided that the yearly rent for the time being payable hereunder shall be suspended during each or any period in which the administration and control of the Admiralty Harbour and undertaking shall be re-vested in the Admiralty.

6. The Board shall keep separate and apart from the accounts of any other part of the Board's undertaking full and accurate accounts of the receipts expenses and outgoings of the Board in relation to the said Admiralty Harbour and undertaking so to be transferred (except in respect of any wharfage dues (other than dues arising directly or indirectly from or out of or in connection with the use of any wharf or wharves including the eastern side of the Prince of Wales Pier in the Admiralty Harbour) collected in the Admiralty Harbour which dues the Board shall be entitled to place to the credit of the remainder of their undertaking) and shall keep such accounts in a form and manner which shall be subject to the approval of the Admiralty and all documents and accounts relating to the said Admiralty Harbour and undertaking shall at all times be open to inspection by Admiralty officers and the Board shall from time to time as required produce to such officers such evidence in support of all items brought to account as they shall require and the Board shall be at liberty to debit to their revenue account of the Admiralty Harbour the following :—

- (a) Interest and sinking fund charges on capital works improvements reconstruction and replacements effected with the previous consent in writing of the Admiralty ;
- (b) The cost of such staff or additional staff as may be necessary in respect of the said Admiralty Harbour and undertaking and all costs properly incurred in connection with the management and lighting of the said Admiralty Harbour and undertaking and a fair proportion of any expenses of management and maintenance common to the whole undertaking of the Board ;
- (c) The cost of upkeep of the property    Provided that the same is restricted to the nature and scale of upkeep hitherto adopted by the Admiralty ;
- (d) The cost of any abnormal reconstruction or replacement undertaken with the previous consent in writing

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of the Admiralty so far as the Admiralty shall fairly consider that the same should be charged to revenue account :

Any dispute as to any sum to be so debited under any subclause of this clause 6 shall be settled by arbitration.

7. The yearly rent to be fixed as aforesaid shall be fixed originally and on each periodic review by reference to the revenue account kept as aforesaid and shall be the rent fairly chargeable having regard to the state of such account on the following basis namely the difference between the total expenditure and the total revenue shall be ascertained. If a surplus results twenty-five per cent. thereof shall be retained by the Board as a reserve fund and the balance thereof shall constitute the rent. If a loss results the Admiralty shall make good such loss to the extent of the rent (but subject to adjustment as hereinbefore provided) paid or payable in respect of the year in question. Any dispute as to the amount of such rent shall be settled by arbitration.

8. The Board shall be at liberty but subject (so far as the same are or may be still existent and in force and applicable) to the provisions of section 28 of the Harbours Docks and Piers Clauses Act 1847 to levy tolls and wharfage and mooring and other dues in accordance with its statutory powers for the time being in this behalf on all ships vessels and persons using the Admiralty Harbour (except as hereinafter mentioned) and for services rendered to the same but the Admiralty shall be entitled to review such charges from time to time and to require the same to be adjusted if considered necessary within the limits laid down by the Board's harbour Acts and such adjustment shall be made accordingly. Provided that no tolls or other levies shall be made against any ship or vessel merely passing through the Admiralty Harbour in accordance with the provisions of clause 4 (a) hereof or against any ship or vessel belonging to the Admiralty or to any other department of His Majesty's Government or any person carried thereon or embarking or disembarking thereon or therefrom or any officer or other rank in uniform of His Majesty's services having military passes allowing access to any property reserved to the War Department.

9. The Board shall as and from the date of transfer pay and discharge all rates taxes charges assessments and other outgoings which at that date or at any time thereafter shall be charged or imposed upon the Admiralty Harbour and undertaking so to be transferred or upon any building for the time being comprised therein and which shall be properly payable by the owner thereof. Provided that any such outgoings as aforesaid accruing from day to day shall be apportioned between the Admiralty and the Board up to the date of transfer.



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10. The Board shall forthwith erect a fence with gates therein across the East Breakwater to mark the northerly boundary of the portion thereof transferred hereunder and shall construct and erect any fencing which may be deemed necessary by the War Department around any of the forts or other works of defence or erections excepted out of the transfer hereunder under the provisions of clause 3 (c) hereof and shall at all times maintain and keep in good repair and condition the said fences and gates and the said breakwaters as so to be transferred and all buildings structures railways gas and water mains pipe lines and other works thereon (except those excepted out of the transfer under clause 3 hereof or reserved under clause 4 hereof) together with all machinery electrical plant mains circuits and apparatus for power lighting navigation and telephone services so to be transferred as aforesaid to the satisfaction of the Admiralty (or the War Department in the case of the fences secondly hereinbefore provided for) and all lights lighthouses and lighthouse premises (including the lights on H.M.S. Glatton and the block ships sunk near the western entrance of the harbour and the navigation lights at the eastern entrance of the harbour) so to be transferred as aforesaid to the satisfaction of Trinity House and shall keep the Admiralty Harbour dredged to at least such depth as the Board may require for commercial purposes Provided as follows :—

- (i) Nothing in this clause shall impose any obligation on the Board to make good any damage caused by enemy action or force majeure or any other unavoidable cause or accident and notwithstanding anything in this clause or in any other agreement between the Board and the Admiralty the Board shall be entitled to remove the landing stage on the east side of the Prince of Wales Pier;
- (ii) 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 may think proper but not so as to throw any additional obligation on the Board in respect of dredging;
- (iii) In any operations under this clause no rock stone shingle sand and mud or other material shall be laid down or deposited in any place below high-water mark otherwise than in such position and under such restrictions as shall be prescribed by the Board of Trade;
- (iv) The Admiralty shall be entitled to make periodical examinations and carry out annual tests of any lifting appliances so to be transferred as aforesaid with a view to ascertaining that all parts thereof are in satisfactory order and condition and that the requisite margin of safety is being provided in connection therewith.

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11. The Board shall maintain the requisite supply of water gas and electric current to the works and premises reserved hereunder to the Admiralty and War Department at such rates as may be agreed and if required shall supply water at the part of the East Breakwater comprised in the transfer to Admiralty and other Government vessels portable water meters for measuring and checking the supply so furnished to be provided by the Admiralty.

12. The Admiralty shall be at liberty at all times by their officers and servants to enter upon property hereby transferred including the said breakwaters and the buildings thereon (except as aforesaid) for the purpose of ascertaining the state and condition thereof.

13. The automatic tide gauge excepted out of the transfer hereunder by clause 3 (f) hereof shall be regularly maintained in working order by the Board and the records thereof shall be preserved by the Board and handed over to the Admiralty by the Board when the same are no longer required for local use.

14. The block ships sunk near the western entrance of the harbour together with the gangway and lights thereon shall be maintained and kept by the Board in such a condition as not to be or become a danger to navigation and no expense shall be incurred by the Board in the removal of such ships or of the wreck of H.M.S. Glatton without the written consent of the Admiralty but if the Admiralty require such removal for their own purposes they may cause such removal to be effected at their own expense but without compensation to the Board.

15. The Admiralty undertake to use their best endeavours with the appropriate authority to secure that the Board shall be granted a first option to acquire or take a lease subject to all interests of third parties of any works buildings or other property excepted out of the transfer under clause 3 hereof and of any other lands works or property of the Admiralty at or adjoining Dover Harbour on such terms as shall be mutually agreed.

16. The Admiralty shall not grant to any one other than the Board any waterside rights in connection with the pier now known as the Dover Promenade Pier.

17. If any dispute or difference shall arise between the Admiralty and the Board concerning the amount of the rent to be paid by the Board or any other matter which it is hereby provided shall be settled by arbitration or touching any clause matter or thing whatsoever herein contained the dispute or difference shall be referred to a single arbitrator in accordance with and subject to the provisions of the Arbitration Act 1889.

18. This agreement is subject to confirmation by Parliament and if confirmed shall take effect as from the 29th day of September 1923 which day is herein referred to as "the date of transfer."

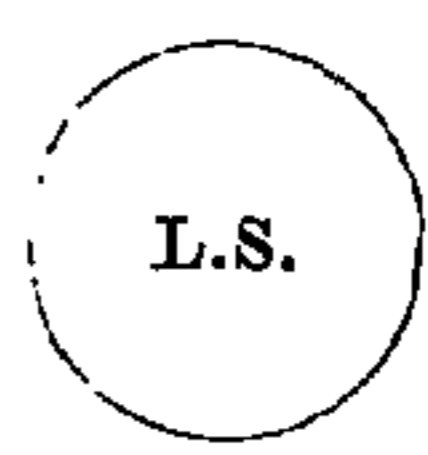
19. This agreement is subject to such alterations (if any) as Parliament may think fit to make therein Provided that if any material alteration shall be made in this agreement it shall be competent to either party to withdraw from the agreement.

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In witness whereof the Admiralty have hereunto set their hands and seals and the Board has caused its common seal to be hereunto affixed the day and year first before written.

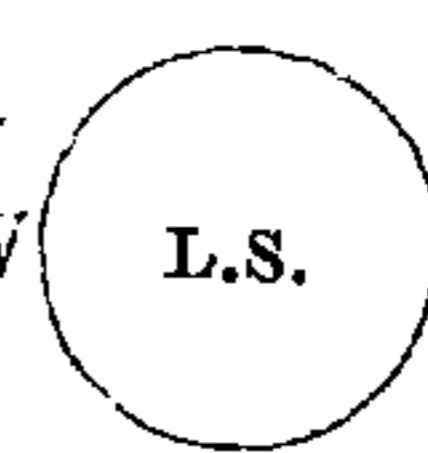
Signed sealed and delivered by Rear Admiral Hon. ALGERNON DOUGLAS BOYLE C.B. C.M.G. M.V.O. one of the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland in the presence of  
A. F. STRICKLAND  
Paymaster Commr. R.N.  
Admiralty.

A. D. BOYLE



Signed sealed and delivered by the Most Honourable the MARQUESS OF LINLITHGOW one of the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland in the presence of  
H. F. GRAHAM  
Admiralty  
Civil Servant.

LINLITHGOW



The common seal of the Dover Harbour Board was hereto affixed in the presence of  
RUTLEY MOWLL  
Register of Dover Harbour.



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## SECOND SCHEDULE.

	£	s.	d.
Wharfage dues on oil fuel shipped or unshipped per ton	0	1	0
Use of cranes for raising weights not exceeding three tons - - - - - per hour	0	10	0
Use of cranes for raising weights exceeding three tons and not exceeding ten tons - - - per ton	0	11	0
Use of cranes for raising weights exceeding ten tons and not exceeding twenty tons - - per ton	1	2	6
When the cranes are used beyond the ordinary working hours the hirer will be charged extra labour costs in addition to the above rates.			
Use of gangways and booms - - - each	0	4	6
Harbour light dues - - - per ton register	0	0	1
Use of off-ropes - - per off-rope per week or less	1	0	0
Use of buoys for mooring 1 <i>l.</i> per day for first two days and 7 <i>s.</i> 6 <i>d.</i> per day thereafter.			
On vessels putting into Dover Harbour in distress half-dues will be charged except for wharfage in respect of which the full charge will be made.			

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