



CHAPTER xci.

An Act to authorise the construction of certain new works for improving the harbour of Dover and for other purposes. A.D. 1913.
[15th August 1913.]

WHEREAS 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 and the Dover Harbour (Works &c.) Act 1906 (which ten 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 the Harbour Board were authorised to make the railways and works hereinafter described to form part of Dover Harbour within the meaning of the former Harbour Acts and it is expedient that provision be made accordingly:

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

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

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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 1913.

Interpretation.

2. In this Act and in the provisions of any former Harbour Act extended and applied by the provisions of this Act 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 the expression "the Act of 1891" means the Dover Harbour Act 1891 the expression "the Act of 1901" means the Dover Harbour Act 1901 the expression "the Chatham Company" means the London Chatham and Dover Railway Company the expression "the South Eastern Company" means the South Eastern Railway Company and the expression "the Managing Committee" means the South Eastern and Chatham Railway Companies Managing Committee.

Incorporation of Acts.

3. The Lands Clauses Acts (except sections 16 17 and 127) the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 are (except when expressly varied by this Act) incorporated with and form part of this Act.

Power to make works.

4. Subject to the provisions of this Act the Harbour Board may wholly in the parish of Dover in the county of Kent and in the lines and situations and according to the levels and upon the lands shown and delineated on the deposited plans and sections and described in the deposited books of reference make and maintain the following works shown on the deposited plans and sections (that is to say):—

A railway (Railway No. 1) 3 furlongs and 2 chains in length commencing by a junction with the main line of the London Chatham and Dover Railway at or near the western end of the continental goods shed on Clarence Quay and terminating at a point near the north-eastern end of Commercial Quay opposite the landing steps in the dock wall:

A railway (Railway No. 3) 4·45 chains in length commencing by a junction with Railway No. 1 at a point forty feet or thereabouts north-westward from the north-western corner of the Granville Dock and terminating at a point fifty feet or thereabouts north-westward from the north-eastern corner of the said dock : A.D. 1913.
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A railway (Railway No. 4) 5·65 chains in length commencing by a junction with Railway No. 1 at a point one hundred and twenty feet or thereabouts south-westward of the south-western corner of Wellington Dock and terminating at a point eighty feet or thereabouts westward of the north-western corner of the entrance to the said dock :

A railway (Railway No. 5) 3·85 chains in length commencing by a junction with Railway No. 1 at a point seventy feet or thereabouts south of the southern corner of the Granville Dock and terminating at a point twenty feet or thereabouts south of the landing steps in the dock wall south of the entrance to the said dock.

5. In the construction of the railways and works authorised by this Act the Harbour Board may (subject as hereinafter provided) deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet. Limits of deviation.

6. If the works to be made under the powers of this Act are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act given for the making thereof or otherwise in relation thereto shall cease except as to so much thereof as is then completed. Period for completion of works.

7. The Harbour Board and their officers and servants shall have all such powers authorities and rights in respect of the works authorised by this Act as if the same had been made and provided by them by virtue or for the purposes of the former Harbour Acts and the railways by this Act authorised shall for the purposes of charging demanding and receiving any rates dues and charges and for all other purposes be part of Dover Harbour within the meaning of the former Harbour Acts and this Act. Works part of harbour

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For protec-
tion of
Dover Gas
Company.

8. For the protection of the Dover Gas Company (in this section called "the gas company") the following provisions shall unless otherwise agreed apply and have effect (that is to say) :—

- (1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons tubes or other works (hereinafter called "apparatus") of the gas company are situate the Harbour Board shall deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works and such plans sections description and notice shall be delivered to the gas company at least fourteen days before the commencement of any such works :
- (2) If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Harbour Board to lower or otherwise alter the position of such apparatus or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as hereinafter provided and all such works shall be done and executed by and at the expense of the Harbour Board but to the reasonable satisfaction and under the superintendence of the engineer of the gas company Provided that if the gas company by notice in writing to the Harbour Board within seven days after the receipt by them of notice of the intended commencement by the Harbour Board of any such works so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Harbour Board shall on completion thereof pay to the gas company the

reasonable expenses incurred by them in the execution thereof :

- (3) In the event of such plans sections and description so delivered to the gas company as aforesaid not being objected to within seven days the said works shall be executed in strict accordance therewith :
- (4) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus belonging to them will be interfered with or affected during their construction repair or renewal :
- (5) If the Harbour Board for any of the purposes of this Act take any apparatus belonging to the gas company in any streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the gas company for supplying gas to such streets highways roads footpaths lanes courts passages and other places they shall pay to the gas company the value of such apparatus and the same shall thereupon become the property of the Harbour Board and the Harbour Board shall also pay to the gas company their reasonable charges of removing or altering any of their apparatus in immediate communication therewith which the works of the Harbour Board shall render useless or which shall be required to be altered :
- (6) If any interruption in the supply of gas by the gas company shall be in any way occasioned by the Harbour Board or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Harbour Board shall forfeit and pay to the gas company for the use and benefit of the gas company a sum not exceeding twenty pounds for every day during which such interruption shall continue :
- (7) The expense of all repairs or renewals of any apparatus of the gas company or any works in connection therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Harbour Board their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence

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resulting from the works of the Harbour Board whether during the construction of the said works or at any time thereafter shall be borne and paid by the Harbour Board and may be recovered against the Harbour Board by the gas company in any court of competent jurisdiction:

- (8) If any difference shall arise with respect to any matter under this section between the Harbour Board and the gas company or their respective engineers or concerning any plans, sections or description to be delivered to the gas company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

Accounts to be sent to Board of Trade.

9. The Harbour Board shall send each year a copy of their annual accounts to the Board of Trade.

For protection of South Eastern and Chatham Railway Companies and Managing Committee.

10. For the protection of the South Eastern Railway Company the London Chatham and Dover Railway Company and the South Eastern and Chatham Railway Companies' Managing Committee (hereinafter in this section respectively referred to as "the railway company") the following provisions shall unless otherwise agreed between the Harbour Board and the railway company apply and have effect (that is to say):—

- (1) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Harbour Board shall not without the previous consent in writing of the railway company under their common seal enter upon take use or in any way alter or interfere with either temporarily or permanently any lands or property of the railway company but the Harbour Board may purchase and take and the railway company shall and they are hereby authorised to sell and grant accordingly an easement or right of using such lands and property as may be required by the Harbour Board for the purpose of this Act The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement:

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- (2) The Harbour Board shall not commence the construction of any portion of Railway No. 1 by this Act authorised so far as such railway will be situate on the property of the railway company until they shall have completed the extension of the continental goods shed (Quay No. 4.) authorised by the Dover Harbour (Works &c.) Act 1906, and notwithstanding anything shown on the deposited plans and sections the junction of the said Railway No. 1 with the railways of the railway company shall be constructed with a siding or sidings on the said continental quay at a point to be agreed upon between the Harbour Board and the railway company or failing agreement as may be settled by arbitration as hereinafter provided :
- (3) Before commencing any works by this Act authorised on or near or in any way affecting the railways lands and works of the railway company the Harbour Board shall deliver to the railway company plans sections and drawings of the works proposed to be executed including the position of any signals (hereinafter called "the works") with specifications in writing describing the proposed manner of executing the same and if at the expiration of twenty-one days from such delivery the plans sections drawings and specifications shall not be approved by the engineer there shall be deemed to be a difference and such difference shall unless otherwise agreed be settled in manner hereinafter provided :
- (4) In the event of the plans sections drawings and specifications being approved by the engineer the works shall be executed in accordance therewith under the superintendence and to the reasonable satisfaction of the engineer and in such manner as to avoid injury to the railway company's railways works and properties and all repairs and acts of maintenance shall be so carried out as to avoid interference with or damage to the said railways works and properties of the railway company :
- (5) The works shall be so executed and maintained that the traffic upon the railways stations and property of the railway company shall not be in any way impeded or interfered with :

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- (6) The Harbour Board shall bear and on demand pay to the railway company the reasonable expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching their railways and other works during the execution of the works of construction or maintenance and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Harbour Board or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise :
- (7) Notwithstanding the approval by the engineer of any plans or the superintendence by the engineer of any works the Harbour Board shall indemnify the railway company for any damage or compensation for which they may be liable by reason of any interruption of the traffic on to or from the railways of the railway company or by reason of any accident thereon or by reason of any injury or damage to the works land or property of the railway company occasioned by the acts omissions or defaults of the Harbour Board their servants contractors or agents :
- (8) The railway company may on their own property as well as on the property of the Harbour Board erect such signals and appliances as the engineer may consider necessary for controlling the junctions of Railway No. 1 with the railway or sidings of the railway company or for protecting the traffic on the railway or sidings of the railway company and the costs of providing maintaining and working such signals shall be borne by the Harbour Board :
- (9) Any difference which may arise under the preceding provisions of this section between the Harbour Board and the railway company shall be referred to and determined by an engineer to be agreed upon between the Harbour Board and the railway company or failing such agreement by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply :
- (10) The railway company may for the purposes of carrying traffic of every description bonâ fide imported

or exported through Dover Harbour over the company's railway and the railways by this Act authorised run over and use toll free with their engines carriages waggons officers and servants the said railways and also the existing lines of railway on the Admiralty Pier provided that in the event of exchange sidings being provided to the satisfaction of the railway company as hereinafter mentioned such right so far as the existing lines of railway on the Admiralty Pier are concerned shall for the purposes of such traffic cease but without prejudice to any other running rights thereover of the railway company In running over and using the said railways as aforesaid the railway company shall not cause any unreasonable interference with the traffic of the Harbour Board :

- (11) In the event of the traffic on the railways by this Act authorised becoming so large that the railway company are unable to deal with it in their existing traffic sidings or on the Harbour Board's lines of railway on the Admiralty Pier without interference with the ordinary traffic of the railway company the Harbour Board shall at the request under seal of the railway company and at the cost of the Harbour Board within twelve months of such request provide to the satisfaction of the railway company such exchange sidings between the railways by this Act authorised and the railway company's railway between the New Admiralty Pier Station and the tunnel between the Priory and Harbour Stations as will enable the railway company to work conveniently and without causing any such interference as aforesaid traffic to and from the railways by this Act authorised :

If the Harbour Board shall neglect to provide such exchange sidings within twelve months of such request as aforesaid without limiting the liability of the Harbour Board the railway company shall during such period of twelve months and any further period of neglect to provide such sidings be at liberty to refuse so much of the traffic on the said railways as would cause interference with the ordinary traffic of the railway company :

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(12) This Act shall not confer upon the Harbour Board any easement or right of running over the lines of the railway company or over any part thereof.

Power to
take lands.

11. Subject to the provisions of this Act the Harbour Board may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for the purposes of this Act.

Persons
under dis-
ability may
grant ease-
ments &c.

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

Power to
retain sell
&c. lands.

13. Notwithstanding anything in the Lands Clauses Acts contained the Harbour Board may retain hold and use for such time as they think fit any lands purchased by them or taken by them under this Act for the purposes of this Act or of their undertaking and may from time to time sell lease or otherwise dispose of the same in such manner for such consideration and upon such terms and conditions as they think fit and may execute and do any deed act or thing proper for effectuating any sale lease or disposition and on any such sale lease or disposition may reserve to themselves any rights or other easements over the same lands and may make the sale lease or other disposition subject to such reservation accordingly.

Period for
compulsory
purchase of
lands.

14. The powers of the Harbour Board for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of ten years from the passing of this Act.

Application
of funds.

15. 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 lands or which they have the power to raise by virtue of any Act relating to the Harbour Board and which may not

be required for the purposes to which they are by such Act made specially applicable. A.D. 1913.

16. Subject to the provisions of this Act the Harbour Board may from time to time enter into and carry into effect agreements with His Majesty's Government the Chatham Company the South Eastern Company and the Managing Committee or any of them (in this section referred to as "the contracting party") with respect to the matters following or any of them (that is to say):—

Power for agreements with His Majesty's Government and certain railway companies.

With respect to the use by the contracting party of the works by this Act authorised or any of them or any part thereof:

With respect to the dues to be demanded and taken from the contracting party in Dover Harbour and in or on the works by this Act authorised as and when in part or wholly completed and with respect to the compounding for or commutation of dues by payment of fixed annual or other sums of money or otherwise:

With respect to the making and maintaining of junctions between the railways of the contracting party and the railways authorised by this Act or any matter in connection therewith:

With respect to the erection of works for the accommodation of the contracting party and the payment in whole or in part by the contracting party of the cost thereof either by a sum in gross or by rent or annual payment or by special dues or otherwise.

17. Nothing in any agreement made under the authority of this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the works by this Act authorised and from time to time to alter such telegraphic lines and to enter upon the said works for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the said works or any of them or any part thereof are or is worked by the Chatham Company the South Eastern Company

For protection of Post Office telegraphs.

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Application
of certain
provisions of
Act of 1891.

18. Section 46 (Byelaws may be written or printed) of the Act of 1891 shall be read and have effect as if the rules byelaws and orders therein mentioned had included all rules byelaws and orders made by the Harbour Board under the powers of this Act and all such rules byelaws and orders made by the Harbour Board under the powers of the former Harbour Acts and this Act or any of them shall apply and have effect in Dover Harbour as it exists at the passing of this Act and as it will from time to time exist before and after the completion of the works by this Act authorised.

As to Go-
vernment
property.

19. In the event of the Harbour Board acquiring any land or property belonging to His Majesty's Government the same shall revert to the Government if the Harbour Board fail to construct the works authorised by this Act within the time limited thereby.

Saving
agreement of
1st May
1871.

20. Nothing in this Act contained shall in any manner affect or interfere with the agreement dated the first day of May one thousand eight hundred and seventy-one and made between the Harbour Board of the first part and the Chatham Company of the second part and the South Eastern Company of the third part with reference to the use of Dover Harbour as the same existed before the passing of the Act of 1891 and the dues to be levied on vessels of the said companies or either of them using the same and goods landed therefrom or embarked thereon or with any of the powers conferred upon the Chatham Company by the London Chatham and Dover Railway Act 1898.

Saving
rights of
Crown.

21. 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). A.D. 1913.

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

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