

Dated.....1928

The WELLAND OUTFALL BOARD

----and-----

The WITHAM OUTFALL BOARD

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AGREEMENT

as to the extension of the
training Walls of the River
Welland

O.B.Giles,
BOSTON.

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AN AGREEMENT made the

day of

1928 BETWEEN

THE WELLAND OUTFALL BOARD (hereinafter called the "the Welland Board") of the one part and THE WITHAM OUTFALL BOARD (hereinafter called "the Witham Board") of the other part WHEREAS:-

1. A Scheme has been put forward by the Welland Board whereby it was proposed to carry the trained channel of the River Welland to deep water.
2. The original proposal was that such trained channel should be extended from the point marked "A" on the plan hereto attached to a point marked "B" on the said plan i.e. ending at a distance of about one and a half miles from the end of the New Cut belonging to the Witham Board.
3. The Witham Board is advised and believes that if such original proposal is carried out there may be a danger of siltation to the Witham Board's New Cut and the entrance thereto and have accordingly lodged an objection against the Scheme and have requested the Welland Board to amend their Scheme so that the training walls of the Welland shall be extended from the said point "B" on the said plan to join up with the said New Cut at the point marked "C" thereon which the Welland Board have agreed to do for the consideration hereinafter mentioned.
4. In consideration of the Welland Board amending their original Scheme as aforesaid the Witham Board have agreed to contribute the sum of £6,000 towards the extra cost that will be incurred in so doing subject to the conditions and stipulations hereinafter contained.

NOW IT IS HEREBY AGREED AND DECLARED as follows:-

1. The training walls of the River Welland as shewn on the plan attached hereto shall be extended from the point marked "A" thereon through the point marked "B" thereon to the point marked "C" thereon and both such walls shall be at half tide level i.e. one foot above Ordnance Datum.
2. The works shall be carried out to the satisfaction of the Engineer for the time being of the Witham Board in accordance with the plans and specifications hereto attached and approved by him and which for the purpose of identification are signed by the Engineers of both the parties hereto.
4. The Witham Board and the Welland Board shall each be responsible for the maintenance of their respective channels only so far as their own training walls extend.
5. The Witham Board will pay the sum of £6,000 to the Welland Board towards the extra cost to be incurred in the making of the trained channel and half tide banks within the section marked "B" to "C" on the said plan but shall not be required to pay any portion of this sum until the work on the said section is commenced.* The Witham Board will then pay the said sum of £6,000 by annual instalments, each instalment to be such a proportion of the said £6,000 as the amount spent by the Welland Board on the said section "B" to "C" in the particular year to which the payment relates bears to the whole cost of the work on such section such instalment to be payable on the receipt of a certificate from the Engineer to the Witham Board that such work has been satisfactorily completed. Provided always that no portion of the said sum of £6,000 shall be paid until the training walls and channel between the points marked "A" and "B" on the said plan have been completed to the satisfaction of the Engineer to the Witham Board.
6. The Witham Board's contribution of £6,000 above referred to is made subject to the Ministry of Agriculture making an Order under the Land Drainage Act 1918 conferring upon the Witham Board the necessary power to make the payment. In the event of the Witham Board being unable to obtain such Order this Agreement to be void and of no effect except as to the expenses mentioned in the next paragraph hereof.

* in original it states completed NOT commenced

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The Welland Board shall pay all the costs of and incidental to obtaining the Order (whether obtained or not) referred to in the last clause hereof and also the costs of and incidental to the preparation of this Agreement.

8. If any question dispute or difference shall arise between the parties hereto in respect of this Agreement or the subject matter thereof or any clause or provision thereof or the construction or interpretation thereof or any matter or thing arising out of or in relation to any of the matters hereinbefore referred to or touching or concerning the proposed new works the same shall be referred to arbitration on the lines laid down in Section 17 of the Witham Outfall Improvement Act 1880 with the substitution only of the Ministry of Agriculture for the Board of Trade.

AS WITNESS the Common Seals of the parties hereto the day and year first above written.

The Common Seal of the Welland Outfall Board)
was hereunto affixed in the presence of

C.S.

The Common Seal of the Witham Outfall Board)
was hereunto affixed in the presence of

C.S.