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Dated 21 November 1930

The King's Most Excellent
Majesty and the Board of Trade

-and-
The Welland Drainage Board

LICENCE

to
erect training walls and to make
channel for the improvement of
River Welland Outfall county of
LINCOLN.

Solicitor,
Board of Trade,
41. George Street
S.W.1.

Originals are to
be kept.
22. 2. 50

THIS DEED is made the twenty first day of November one thousand nine hundred and thirty

BETWEEN THE KING'S MOST EXCELLENT MAJESTY of the first part THE BOARD OF TRADE acting in exercise of such of the powers conferred by the Crown Lands Act 1829 or any other Act as were transferred to the Board of Trade by the Crown Lands Act 1866 and in exercise of any other relevant powers of the second part and The WELLAND DRAINAGE BOARD hereinafter called the "Licensees") whose offices are at Spalding in the County of Lincoln in the third part.....

WHEREAS the Licensees have applied to the Board of Trade for licence and permission to place upon the foreshore and bed of the sea shown by red colour on the plan hereto attached certain training walls and by dredging between such walls to make a channel for the purpose of improving the outfall of the River Welland

AND WHEREAS the Board of Trade on behalf of His Majesty is prepared to grant such licence upon the terms and conditions hereinafter contained

NOW THIS DEED WITNESSETH:

I. In consideration of the annual payment hereinafter reserved and the covenants and conditions hereinafter contained and on part of the Licensees to be observed and performed the Board of Trade on behalf of His Majesty do hereby grant unto the Licensees Licence and permission (1) to place renew and maintain upon the foreshore and bed of the sea below high water mark within or adjacent to the Parishes of Freiston, Fishtoft, Wyberton, Kirton, and Holbeach in the County of Lincoln and lying between the point "A" in the Parishes of Kirton and Holbeach *hereinafter* and the Point "C" in the parish of Freiston marked upon the plan hereto annexed certain training walls in accordance with plans and drawings approved by the Board of Trade and (2) to make and maintain a channel by dredging between the said training walls All such works being for the purpose of improving the outfall of the River Welland and the foreshore and bed of the sea to be occupied thereby being shown by red colour on the said plan and being hereinafter referred to as "the said area" but so as not to cause any damage loss or injury to any corporation or body or person or to any property whatsoever near to or adjacent to or in the neighbourhood of the said area and subject to the provisions for determination and the covenants and conditions hereinafter contained

II. In consideration of the licence hereinbefore granted the Licensees do hereby covenant with the King's Majesty His Heirs and Successors and the Board of Trade in manner following that is to say:

1. To pay to the Board of Trade on the execution of this Deed and on the 1st day of August in every year during the continuance of the licence hereby granted the sum of five shillings (5/-) in respect thereof

2. To pay all rates taxes assessments sums of money and other payments whatsoever which now are or shall at any time be charged assessed or made payable on or in respect of the said area or any erections made thereon under or by virtue of this licence

3. Not to alter extend or renew the said training walls without the consent in writing of the Board of Trade first obtained and in case the Board of Trade shall consent to any alteration extension or renewal of the said training walls to alter extend or renew the same according to such plans and under such restrictions and regulations as may be approved of in writing by the Board of Trade and not otherwise

4. During the whole time of constructing altering or extending the said training walls and also after the completion thereof to exhibit and keep burning every night from sunset to sunrise such lights (if any) as the Board of Trade shall from time to time require

5. At all times during the continuance of this licence to maintain the said training walls in a good and proper state of repair and the said training walls and channel between the same to keep in proper condition free from all defects or obstructions injurious to navigation or the adjacent lands or the public interest.

6. In case of injury to or destruction or decay of the said training walls or obstruction of the said channel to give notice thereof to the Board of Trade and to lay down such buoys exhibit such lights or take such other means for preventing danger to navigation as the Board of Trade shall require

7. That it shall be lawful for the King's Majesty His Heirs and Successors and the Board of Trade and any persons duly authorised by him or them at all reasonable times to enter upon the said area and inspect the state and condition of the said training walls and channel

respectively and of any want of repair or of any defect to give written notice to the Licensees and that the Licensees will on receipt of any such notice forthwith and within such period as shall be stipulated in such notice restore the said training walls and channel to a proper state and condition and substantially and properly and to the satisfaction of the Board of Trade execute the repairs and amendments specified in such notice

8. To pay to the King's Majesty His Heirs or Successors on demand all expenses incurred by the King's Majesty His Heirs or Successors or the Board of Trade or any persons **duly** authorised as aforesaid of or incidental to any inspection of the said training walls and channel and the preparation of any notice mentioned in the last preceding clause and of and incidental to the superintendence or supervision of the execution of the repairs and amendments and removal of defects when the said training walls or channel are found on such inspection to be out of repair and notice has been given as mentioned in the last preceding clause.

9. That it shall be lawful for the King's Majesty His Heirs and Successors and the Board of Trade and any persons duly authorised by him or them notwithstanding anything contained in Clauses 7 and 8 hereof at any time to remove from the said area all erections works or materials which may have been placed there and to abate and put an end to any act done by the Licensees without the consent or approval hereby required thereto or which may in the opinion of the Board of Trade be or become injurious to navigation or to the public interest and to restore the said area to the former and proper conditions thereof and the Licensees will pay to the King's Majesty His Heirs or Successors all expenses incurred in or about the premises

10. That it shall be lawful for the King's Majesty His Heirs and Successors or the Board of Trade at any time to order a survey and examination of the said training walls and channel preparatory to the giving of any consent or approval hereby required or the giving of any notice provided for in Clause 7 hereof or the removal from the said area of any erections works or materials under the powers contained in Clauses 9 and 12 hereof and the Licensees will pay to the King's Majesty His Heirs or Successors the expenses of and incidental to such survey and examination

11. That in the event of this licence being determined under the provisions hereinafter contained the Licensees will leave the said training walls and channel in good and proper state of repair or if called upon by the Board of Trade so to do will remove the said training walls and restore the site to the former or proper condition thereof

12. That if the Licensees shall refuse or neglect to remove the said training walls in the event provided for in the last preceding clause hereof it shall be lawful for the Board of Trade to cause the same to be removed and the site thereof to be restored to the former or proper condition thereof and the cost of such removal and restoration shall be a debt due from the Licensees to the King's Majesty

13. Not to interfere with the exercise of any public rights over the said area but to take all precautions and make adequate provisions to safeguard navigation and the public generally against any interference obstruction injury or damage arising from the operations of the Licensees or their servants or agents.

14. To keep the King's Majesty and the Board of Trade effectually indemnified from and against all actions proceedings costs damages expenses claims and demands whatsoever by reason or on account or in consequence of the exercise by the Licensees of the licence and permission hereby granted or of anything done or omitted to be done by them or any of their servants or agents in relation thereto or in the exercise thereof or in consequence of the mis-use by them or any of them thereof

15. Not to assign let or otherwise dispose of or part with the benefit of this licence to any person or persons or company or body whomsoever and whatsoever without the written consent of the Board of Trade first obtained

III. Provided Always and it is hereby agreed and declared as follows:

(A) If any default shall be made in the observance or performance of any covenant or provision herein contained and on the part of the Licensees to be observed or performed the King's Majesty or the Board of Trade may by notice in writing determine this licence as from the date of such notice

(B) The Licensees may at any time determine this licence by giving notice in writing of intention so to the Board of Trade twelve months' notice in writing of intention so to do

(C) That in whatever manner this licence shall be determined such determination shall be without prejudice to any remedy of the King's Majesty His Heirs or Successors or the Board of Trade under any covenant by the Licensees herein contained

IV. Nothing contained in this licence or anything done thereunder shall be deemed to confer on the Licensee any right interest or title in to or over the foreshore and bed of the sea forming the said area and the Licensees hereby declare that they accept this licence as effectual only to the extent of such estate right or interest in the said area as may be vested in the King's Majesty at the date hereof

IN WITNESS whereof one of the Assistant Secretaries of the Board of Trade has hereunto set his hand and seal and the Licensees have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed Sealed and Delivered

by
George Edwin Baker, C.E.E.
Assistant Secretary to the
Board of Trade in the
presence of
William H. Brown
Clerk in the Board of Trade,
London.

(Signed) G.E. Baker

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

(Signed) George W. Fitzwilliam

T.O. Mawby

Leopold C. Harvey

Clerk.