

THE BOATER

ISSUE NO 7 JUNE 1993

NATIONAL ASSOCIATION OF BOAT OWNERS

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EDITORIAL

For those of you who will hate the sight of another long exposition on the BW Bill, I can offer no comfort. This edition of the Boater contains details of the agreement NABO has achieved with BW which has enabled us to withdraw our Petition. Following hundreds of hours of work by members of NABOs Council and protracted, hard and businesslike negotiations with BW, a package of measures has been agreed. The package comprises major changes to the Bill itself, a range of legally binding undertakings signed by the Board and a number of Statements of Intent.

The Bill passed the Second Reading on 17th May, and the Committee Stage is currently in progress. We will of course let you know of any amendments made by the Committee in the next newsletter. Many thanks to all our members who wrote to their MPs (and to us enabling us to identify interested MPs). This groundswell of feeling clearly had an effect on BW, on Lord Strathclyde and ultimately on our negotiating strength.

Now that the BW Bill saga is almost at an end, don't think we are going to be twiddling our thumbs in the legal department. There are many issues round the corner. Of particular interest will be the revision of the boat license conditions and the byelaws, both of which are on the agenda.

On another issue, I must apologise to some members who having renewed their membership received a second request for membership renewal which I sent out with the last newsletter. This was entirely my own fault for using a 3 week old renewals list. It shouldn't happen again (I hope)!

CHAIRMAN'S COMMENT

I am absolutely delighted with the outcome of our Petitioning against the BW Bill. We have successfully negotiated a package of changes which protect boat owners interests and are far better than anything we could realistically have hoped to have achieved before the House of Commons Committee. Of the 30 points contained in our Petition, we decided to withdraw three, the Board have substantially met us on one and have met us fully on the remaining 26.

A lot of long hard work has gone into achieving this result. It is a total vindication of our position. Many of the points which we pursued were in no other organisations Petition but were undoubtedly central to boat owners interests.

The fruits of our labours will be enjoyed by all boat owners whether NABO members or not but I hope that non-members will recognise the value of what has been achieved and will decide to join us. Although this battle has been won, there are many more to be fought, not just with BW but with the Broads Authority, NRA, the Middle Level Commissioners and others.

NEWS FROM THE COUNCIL MEETING...

... held on 5th June, 1993 at Hockley Port on the Birmingham Canal Navigations.

Neil Hutchinson has completed a survey of insurance companies interested in insuring your boat. His findings are due to be published in the next issue of the Boater.

The Council has produced a questionnaire, designed to find out what you and other members are concerned about on the Waterways, and the issues that you would like NABO to address on your behalf. Please spare a few moments to fill this in and return it to us - we really do want to know your views.

The NABO stands at the Nottingham Boat Show and the Rickmansworth Canal Festival were considered to be a great success. The Council members responsible were very pleased to talk to everyone who visited the stands, and reported that they had made many conversions! The Treasurer endorsed this, as both shows had made a profit, despite the costs of hiring space and producing display material.

Peter Sterry, who organised the Nottingham stand, gave a successful and amusing speech to the Canal Boatbuilders Association before the show, and was invited to talk to Radio Derby on the first morning. He managed to get in a good word for NABO as well as the Show.

It was reported in the last newsletter that the Council had decided against the introduction of both Direct Debits and Standing Orders as a method of paying membership fees. Direct Debits require a guarantor, and the Council felt that this was too much to ask of anyone. Standing Orders have the disadvantage that new Orders will need to be made every time the subscription increases. However, popular demand appears to favour Standing Orders, so the Council will review their decision before the AGM.

Future plans include a stand at the Peterborough Waterways Festival.

NABO was asked to give oral evidence to the Monopolies and Mergers Commission enquiry on BW. Jon Darlington and Peter Lea attended this daunting event.

NABO has been asked to support a member who is having an argument with BW about pumping out into BW sanitary stations. It appears that volume is the problem at sanitary stations which empty into holding tanks, so we are trying to obtain a list of sanitary stations with main drainage. Meanwhile, have you had any problems?

The Council is looking for someone to represent the owners of boats on the Broads. If your boat is on the Broads, would you be interested, or do you know anyone who would?

A feasibility study has concluded that the Ashby canal could be restored as far as Measham. As usual, money is a problem.

The Council again spent much time debating the latest progress of our petition against the BW Bill. Dave Green, Jon Darlington and Peter Lea had a very constructive meeting with BW on 2nd June to discuss further amendments. More of this below.

THE BW BILL AND THE NABO PETITION

This article sets out each of the points contained in our Petition and details of the agreement reached with BW on each point which enabled us to withdraw our Petition in the House of Commons.

BACKGROUND

Since the NABO Petition was deposited in the House of Commons, there has been correspondence and five lengthy meetings between BW and NABO. The meetings have taken place at the offices of BW's parliamentary agents, Sherwood and Co., in London and at BW's headquarters in Watford. The first three meetings were attended by Dave Green and Jon Darlington for NABO and by Stephen Wiggs (of Sherwood and Co.) and Jeremy Duffy (BW Solicitor) for BW. In addition Brian Dice, BW's Chief Executive was present at two of the meetings. The fourth meeting took place on 2 June and was attended by Dave Green, Jon Darlington and Peter Lea for NABO and by Stephen Wiggs and Carl Legge (barrister) for BW. The final meeting took place at Watford on 17 June and was attended by Dave Green, Jon Darlington and Peter Lea for NABO and by Jeremy Duffy and Carl Legge for BW.

It was at this meeting that the final agreement was negotiated and binding documents were signed by both parties prior to cleanly typed versions being signed over the ensuing weekend. At the same time NABO notified the House of Commons that it was withdrawing its Petition. The NABO negotiating team are convinced that the final package protects the interests of boat owners and provides a far better outcome than could have been achieved by arguing the Petition before the House of Commons Committee.

FUTURE TIMETABLE

The Bill has now received its Second Reading in the House of Commons and a "filled Bill" has been published which incorporates amendments to which BW gave its commitment to a number of user groups including NABO. The Committee Stage commenced on 22 June. Once this has been completed the Bill will be reported to the House and will then move to Third Reading. BW expect the Bill to receive Royal Assent in the autumn.

ANALYSIS OF THE PETITION AND THE AGREEMENT WITH BW.

CLAUSE 13

The Petition objected to Clause 13 which introduces Schedule 1 in that clause. (3)(2)(c) of the Schedule, in relation to houseboat certificates, stated:

"The Board upon giving such notice (if any) as is reasonable in the circumstances may determine a certificate on the grounds:

c) that the houseboat or any appliance or item of equipment provided in connection with the houseboat is having a detrimental effect on the amenities of the locality of the site or is likely to do so before the date upon which the certificate will expire."

NABO believed that these grounds were too vague and undefined. No period was allowed for the owner to put right the circumstances giving rise to the determination of the certificate; there was no appeals mechanism and there was no right of renewal of the certificate even if the boat continues to comply with all the certificate conditions.

The Board has agreed the deletion of part (c) of the clause.

The Board has also inserted an amendment which provides for them to give notice of at least 28 days requiring the holder to take or refrain from taking such action as is necessary to rectify any contravention. If the holder does not do so then the certificate determines on the same date that the notice expires.

On appeals, BW maintain that the mechanism is through the complaints procedure (including the independent "ombudsman") or alternatively through the County Court. BW has given us the following legally binding undertaking:

"The Board shall continue to operate a procedure for the review of complaints (which shall include a procedure for the independent external review of complaints) and the Board will only vary the existing procedure in accordance with the statement of intent annexed to this Undertaking."

On right of renewal of a certificate, having explained our proposal in more detail to the Board, the Board has given us a legally binding undertaking as follows:

"Where the holder of a houseboat certificate complies with its terms and conditions (including the general terms applicable to it by virtue of Schedule 1 to the intended British Waterways Act 1993) the Board will in normal circumstances grant a new certificate unless any substantial operational or other reason (including but not by way of limitation:

(a) the presence of the houseboat, or any appliance or item of equipment provided in connection with it, is causing either:

(i) obstruction or danger to navigation or
(ii) pollution of the inland waterway or noise nuisance or atmospheric pollution or
(iii) interference with a site designated by the Board for another use or

(b) the houseboat is unfit for human habitation or is inherently unsafe or

(c) the houseboat is on a mooring for which planning permission has been refused or

(d) the removal of the houseboat is necessary to facilitate any development or

(e) there has been a serious and continuing breach by the owner or occupants of the houseboat of any of the conditions subject to which the Board has allocated temporary mooring to the houseboat and the owner or occupants has or have failed to remedy it after being given notice by the Board so to do or

(f) the owner of the houseboat has been offered a permanent mooring or moorings and has unreasonably refused such offer or offers)
makes this impracticable.

In any such case the Board will inform the holder in writing of their decision not to grant a new certificate not less than six months before the existing certificate is due to expire."

What all this means is that if a houseboat certificate holder continues to meet the terms and conditions attached to it, BW will normally renew it. If they decide not to do so (and they are restricted as to when they can so refuse) then the holder gets at least six months notice. Thus the holder gets some, albeit restricted, security of tenure which is not currently available.

This was the last sticking point between BW and NABO as the Board wanted to make this a statement of intent rather than a legally binding undertaking. NABO tenacity eventually won the day!

SCHEDULE 1 PARAS 8 AND 9 state:

8. The holder shall be entitled to sell the houseboat and to assign the certificate to a person (being aged 18 or over) approved of by the Board whose approval shall not be unreasonably withheld.

9. The holder shall be entitled to give the houseboat and to assign the certificate to a member (being aged 18 or over) of his family approved by the Board, whose approval shall not be unreasonably withheld.

NABO believed these paragraphs to be unduly restrictive, there was no provision for successors in title and there was no requirement on the expiry of planning permission for the Board to re-apply for such permission.

The paragraphs referred to above have now been replaced with the following: "5. The holder shall be entitled to assign the certificate to a person (being aged 18 or over) approved by the Board whose approval shall not be unreasonably withheld." Furthermore, this will now only apply where the Board own an interest in, or rights over, the site AND where the site is managed by the Board or their agent.

BW has now made provision for successors in title by inserting in the Bill itself a new definition of "holder" which reads "'the Holder" means the person named in a certificate as the person having control of the houseboat specified in the certificate or the assignee or personal representatives (within the meaning of section 55 of the Administration of Estates Act 1925) of the person so named".

In addition, BW has given a legally binding undertaking in the following form: "If, pursuant to Schedule 1 of the Bill, the Board withhold approval of an intended assignee of a houseboat certificate they shall notify the holder in writing of the decision to withhold consent and the reasons therefore as soon as is practicable."

NABO has withdrawn its objection in relation to planning permission since anyone can apply for planning permission whether they own the relevant land or not.

CLAUSE 13 (2)

This provides for consultation with IWAAC and "such organisations as appear to the Board to represent a substantial number of such owners of houseboats as may be affected by the proposed further general terms".

The NABO Petition objected on the grounds that the consultation process was not extended to include conditions determined under Section 14 of the 1971 Act and that it was unreasonable for BW to determine with whom it will consult.

BW say that extending the consultation process in the way suggested does not relate to any proposal in the Bill and may therefore be ultra vires. They also say that it would be impossible to identify the classes of people to be consulted. After further explanation by us, the Board has given the following legally binding undertaking:

(1) This clause shall have effect where application may be made for the grant of a houseboat certificate ("the new certificate") in respect of a houseboat in relation to which a houseboat certificate ("the old certificate") is in force when the application is made.

(2) Where this clause has effect, the Board shall consult the holder of the old certificate before attaching to the new certificate, pursuant to section 14 of the British Waterways Act 1971, any conditions which differ materially from the conditions of the old certificate.

CONSULTATION

On consultation, the Board has inserted a new clause (36A) which requires them, in determining with whom to consult, to take account of any advice given to them by IWAAC. This is a significant improvement.

SCHEDULE 2

NABO objected to Schedule 2, Part I, paragraph 2 in that this required boat owners to obtain insurance against any liability without limit.

BW have inserted an amendment in the Bill which meets our objection by requiring the Board to prescribe a limit.

Schedule 2, Part II of the Bill allows BW to prescribe standards "...with a view to securing the safety of passengers in such vessels and of other vessels or persons on the inland waterways and the prevention of pollution, noise and interference with the operation of radio or television equipment."

The Petition stated that NABO believed that it was unreasonable that existing vessels should comply with each specific standard unless there is demonstrable evidence that a significantly increased risk to safety would exist if they were not complied with. In addition NABO considered it

unreasonable that BW could revoke or amend any standards without notice and that they could decide with whom they consult on this issue.

BW will not accept our position on "significantly increased risk". However we have obtained a major concession from the Board which has agreed to changes on the face of the Bill which will allow not only individuals but "...any organisation appearing to the Board to represent a significant number of owners or operators of such vessels as may be affected by any standards" to apply for an exemption from any standards where the vessel or vessels "...cannot reasonably be expected to be altered or adapted or otherwise made to comply therewith.." In addition, and of at least equal importance is a change on the face of the Bill which allows such an application to be made not only in respect of individual vessels but also in respect of any "...category of vessels" Such a category might, for instance, be all those that already exist at the time the standards enter into force.

BW have agreed an amendment on the face of the Bill which requires them to consult before revoking or amending standards thus meeting our objection. We pointed out however that there is no period of notice following consultation. BW has given the following legally binding undertaking:

(1) Following the completion of such consultation as is prescribed by paragraph 5 of Part II of Schedule 2 of the intended Act, the Board shall give notice in writing to the Inland Waterways Amenity Advisory Council and to such other organisations as were so consulted of the date ("the relevant date") upon which any new standards are to be prescribed.

(2) The relevant date shall not be less than 84 days after the date upon which notification is given in accordance with paragraph (1) of this clause unless it is necessary to introduce the standards immediately after the completion of the consultation so as to avoid any serious risk of danger to persons or property.

In addition, the Board has inserted the following sub-clause on the face of the Bill as part of Clause 14:

(4AA) Where prior to the grant of a relevant consent a certificate ("the boat safety certificate") has been issued by a person authorised by the Board so to do in respect of a vessel confirming that the vessel complies with the standards applicable to it at the date upon which the boat safety certificate is issued, subsection (4)(a) above shall have

effect throughout the period for which the boat safety certificate is expressed to be valid as if for reference to the date when the consent was granted there were substituted reference to the date when the boat safety certificate was issued.

This makes it clear that where there is a change in the standards, boats will not need to comply until their certificate expires ie they will not have to comply at the time they renew their cruising or houseboat licence.

Our objection on consultation is met by the proposal for a new clause 36A (dealt with above).

CLAUSE 14

Clause 14 of the Bill allowed the Board to refuse a "relevant consent" (licence or certificate) if the vessel did not have a permanent mooring unless it was used bona fide for navigation and did not stay in one place for more than 14 days in any calendar year.

NABO considered this to be unduly restrictive and considered it unreasonable that BW can withdraw a consent because a vessel does not comply with standards or have an insurance policy without giving the boat owner a period to correct matters.

The Petition stated that an appeals mechanism should exist and that the Board should not be able to unreasonably withhold consent to the use of a vessel for the purpose of repairing or modifying it so that it could comply with the standards.

BW has inserted an amendment in the Bill which disbars them from refusing a consent to a vessel which does not have a permanent mooring provided that it does not remain "...in any one place continuously for more than 14 days or such longer period as may be agreed by the Board." This is a considerable improvement.

On notice, BW has, in a new Schedule 1 to the Bill, provided that "If the holder has contravened or failed to comply with any of the terms or conditions applicable to the certificate the Board may give notice requiring the holder to take or refrain from taking such action as may be necessary to remedy the contravention or non-compliance, as the case may be, within such time as may be reasonable (not being less than 28 days.)"

BW has inserted an amendment to the Bill which allows the movement or use of a vessel with the consent of the Board (such consent not to be unreasonably withheld but may be subject to reasonable conditions) for the purpose of repairing or modifying it to comply with the standards. This meets our objection.

On appeals please see comments above.

CLAUSE 15

Clause 15 of the Bill makes contravention of Section 13 of the British Waterways Act 1971 a criminal offence which NABO considered unreasonable. Thus a person who neither uses nor lives on his boat would be a criminal since, under the definition in the 1971 Act, his boat would be a houseboat and he would not have a houseboat certificate. Clause 15 has now been withdrawn by the Board.

In connection with clause 15 we also raised the question of warnings being given before proceeding to more "official" action. The Board have given the following statement of intent covering the generality of their activities and not restricted to this clause: "The established practice of the Board is to bring prosecutions in connection with any failure to have a relevant consent in respect of a vessel as a last resort.

Except in the case of persistent offenses, or in other unusual circumstances, warnings are normally given in the event of contraventions and, if these are heeded, no court proceedings are brought.

This approach will also be followed in relation to all penalties which are the subject of clause 15 (Amendments of section 13 of British Waterways Act 1971.)

CLAUSE 17

Clause 17 of the Bill required any person in charge of a vessel to comply with any reasonable direction given by an officer of the Board as to precisely where and in what manner a boat is moored. NABO considered this to be unreasonable.

The Board has inserted an amendment to the Bill which allows them to activate its powers only for securing safety or preventing congestion. This meets the NABO objection.

CLAUSE 18

Clause 18 of the Bill made it an offence to moor or leave a vessel in contravention of a notice prohibiting or restricting mooring.

Paragraph (3) restricted the use of this power to those occasions when it is necessary in order to (a) secure safety or (b) prevent congestion or (c) ensure that vessels do not remain at short stay moorings longer than the permitted time. The NABO Petition objected to this clause on the grounds that mooring should only be restricted where it can be shown that there are necessary grounds and requirements as to the manner in which vessels are moored should only be regulated on rivers and commercial waterways.

In NABOs view the Bill as written would have prevented BW from establishing mooring restrictions other than on the grounds of safety or congestion (to which NABO has no objection) but that (c) would allow them to apply restrictions for any other purpose. BW stated that without (c) they would be unable to enforce short term mooring restrictions.

BW has agreed to change (c) on the face of the Bill to read "ensuring the general availability of moorings for vessels where, but for the exercise of the powers, moorings at the location specified or intended to be specified in the notice would not be so available by reason of the demand for the moorings."

This allows BW to establish short term (less than 14 days) visitor moorings at "honeypot" sites but not at other places where such restrictions are not justified.

In addition the Board has given NABO the following statement of intent "Where the Board exercises the powers of clause 18 for the purposes specified in clause 18(3)(c) (General availability) it will be the Boards practice to provide so far as is practicable to do so and where there is a demand a mix of moorings of different durations" It should be possible to use this statement at a site like Braunston, for example, to ensure that there is a range of visitor moorings covering, say, 24 hours, 48 hours and 14 days if there is a user demand for it.

CLAUSE 19

Clause 19 of the Bill deals with planned works. This clause requires the boat owner to move his vessel on the giving by the Board of seven days notice. NABO objected on the grounds that seven days was insufficient, the cost of moving the boat should be met by the Board and the owner should be informed when the work had been completed or the vessel had been returned to its mooring.

The Board has inserted an amendment on the face of the Bill changing the notice period from seven to 14 days and has, in addition, given the following legally binding undertaking: "Notwithstanding anything in section 19 of the intended Act, any notice served under that section, on the owner of any vessel, requiring the removal of the vessel shall allow the owner not less than 28 days to remove the vessel unless the giving of a shorter period of notice is necessary for any substantial operational or other substantial reason."

The Board has agreed to insert a further amendment on the face of the Bill which makes it clear that any movement of a boat by the Board will be at the cost as well as the risk of the Board.

In addition, the Board has also agreed to include the following new provision on the face of the Bill in respect of clause 19:

(4A)(a) If the Board in exercise of the powers of this section remove a vessel to a place not readily visible from the place from which it was removed they shall serve on the owner

(i) as soon as practicable after the removal a notice that they have exercised the powers of this section stating the place to which the vessel has been removed and

(ii) as soon as practicable after the replacement of the vessel, a notice that the vessel has been replaced.

(b) This subsection shall not have effect if the Board after reasonable inquiry are unable to establish the name and address of the owner or for any other sufficient reason are unable to serve the notice; and subsection (2)(d) of section 17 (Notices) of the British Waterways Act 1983 shall not apply to notices under this subsection."

A further technical amendment has been made by the insertion of the following provision on the face of the Bill under this clause: "(6) For the purposes of this section a vessel shall not be deemed to be unlawfully moored solely by virtue of its being moored or allowed to remain in contravention of a notice served under subsection (1) above."

CLAUSE 22

The Petition objected to contravention of clauses 16, 17, 18 and 19 being made criminal offenses.

In an amendment the Board has removed clause 19 from this requirement. NABO agreed to further consider its position in relation to the other clauses. Council accepts that in practice there could be no enforcement if these items were not in the criminal regime but maintained its objection to the last moment as a negotiating tool.

CLAUSE 23

Clause 23(2)(d) of the Bill provided that the future use of remainder waterways is subject to paragraph (1)(a) which requires that the Board exercise any power in such a way as to further the conservation and enhancement of natural beauty, flora, fauna etc. NABO believes that this could be considered inconsistent with use for navigation.

The strong advice we received (not just from BW) was that we should not proceed with this objection given the strong environmental lobby in the House.

In any event we were told that the clause had been inserted at the insistence of the Department of the Environment and could not be negotiated by the Board. It was thought that maintaining our position on this issue could turn sympathy away from us. The NABO Council decided to withdraw its objection.

CLAUSE 25

Clause 25 of the Bill would have allowed BW to transfer shares to employee share ownership schemes without consideration and would have allowed them to dispose of remainder waterways even if they had been restored (but not re-classified as Cruiseways).

BW have deleted clause 25 in its entirety thus meeting our objections on these points.

CLAUSE 28

Clause 28 would have allowed BW to restrict access to and the use of Ardrishaig, Gloucester and Sharpness Docks. NABO objected on the grounds that there is no provision to restrict the appropriation of the named docks or to prevent the total exclusion of vessels. BW agreed an amendment on the face of the Bill which protects the through passage of the named docks (and also Weston Point Dock). The NABO Council was satisfied with this amendment.

CONCLUSION

A study of the above will show that much has been achieved by way of changes on the face of the Bill itself. Other important matters have been satisfactorily dealt with by way of legally binding undertakings on which full reliance can be placed in a court of law if necessary. Two more minor matters have been dealt with by "statements of intent". Whilst these statements have no legal status they are nonetheless useful weapons in our armoury when negotiating with BW at both a national and waterway level.

The following paragraph appears in the statement of intent document "While these statements of intent have no legal effect, the Board intend to observe them until changing circumstances require their reconsideration and revision, in

which case changes will only be made following consultation with NABO and such persons and organisations as are stipulated in paragraph 1.6 of the Board's revised draft Leisure and Tourism Strategy."

We believe that the agreements that we have reached with BW are to the overall benefit of Britain's inland waterways boat owners and that, without NABO, many of these amendments and undertakings would not have been forthcoming.

Copies of the legal documents signed by BW and NABO are being sent to Council members and will be made available to other NABO members and the media on request.

END OF GARDEN MOORINGS.

BW are exercising their newfound right with a vengeance.
PLEASE NOTE:-

1. BW has stated that they will levy 50% of the BW rate for a similar mooring. There is nothing to stop you challenging the basis and rate of their assessment if you think it is unreasonable.

2. Ask for time to pay the fee you finally agree. Few will have anticipated the county court's poor decision and budgeted for the expenditure.

3. Some members have been given the impression that their cruising licences will be withheld until the Mooring fees are paid. Having a mooring is NOT a condition of issue for a cruising licence.

Jim Kelly (BW Customer Relations Manager) stated at a meeting with NABO that cruising licences should not be refused whilst mooring fee negotiations are in progress.

He invited members to contact him if they experience any problems. He further invited contact in any other instances of local managers bullying boaters.

ENGINE HORSEPOWER RESTRICTIONS ON THE WEY AND BASINGSTOKE.

We have recently taken up with the relevant navigation authorities the oppressive restrictions which exist on the River Wey and the Basingstoke canal with regard to permitted engine size.

The National Trust has a restriction on the River Wey and Godalming Navigation which limits outboard Motor size to 1hp per foot of craft length up to a maximum of 20 hp. Inboard engine size is not affected.

NABO has pointed out that many vessels using the river may be visiting from other waterways where larger engines are necessary and at times essential for safe navigation - as can sometimes be the case on the Wey itself. The National Trust has undertaken to give consideration to our concerns.

The Basingstoke Canal Authority restricts all engines to a Maximum of 3/4 hp per foot length of boat and we have expressed our concerns that many boat owners are unable to comply and therefore may not sample the delights of a waterway which many might have anticipated would be available for cruising after the restoration efforts of recent years.

The problem on the Basingstoke seems to be the sensitivity to the conservation and wildlife lobbyist who threaten all boat use on the canal. We are unable to offer much hope that the engine size restrictions will be relaxed - even though the Director of the Authority admits that their rules are rather strict.

We shall continue to monitor these two waterways and would ask all members to do likewise, and let us know of any similar problems elsewhere.

RALLY REPORTS

NOTTINGHAM. - A report by Pete Sterry.

The Inland Boat Show at Nottingham was the first show that NABO has attended.

The display boards carried pictures of the Council, some very attractive photographs of canal scenes by Robin Smithett, and pamphlets printed on eye catching day-glo paper. The frame tent served as an "office" for signing on new members, and also housed the display boards when the weather made it inadvisable to erect them outside -- although, apart from the Thursday afternoon, the rain stayed away.

NABO received some welcome pre-show publicity, as Council Member Pete Sterry gave an after-dinner speech at a dinner for the Canal Boatbuilders Association and their guests, and followed this up on the morning of the show with a live, five minute appearance on Radio Derby.

There was no lack of volunteers to occupy the stand, and the Council would like to thank Joan, Syd, Margaret, Peter, Val, Peter, Penny, Christine and Geoff, who willingly gave their time, talking to many passers-by about NABO, as a result of which 57 decided to part with their cash, and become members.

We went to Nottingham primarily as a 'flag-waving' exercise, to show the boating public who we are and what we are doing.

It was encouraging, not only to gather so many new members, but to receive so many compliments about our efforts from existing members who called by to say 'Hello'. Following the success of this venture we have arranged to bring the stand to Peterborough, so, if you are coming, please look us up, and if you have any boating friends who are not yet members, bring them along too!

RICKMANSWORTH - a report by Peter Lea.

NABO's stand at the Rickmansworth rally was quite successful. We signed up 26 new members, and took one renewal. Most of the boats attending were "leafleted", and many visitors to the stand took leaflets as well. One asked for a dozen to distribute around his boat club. From the amount of interest shown, we would expect to continue to gain new members as a result of this rally.

The stand was loaned to us from the British Heart Foundation and we would like to thank them for the help.

A balloon ride offered by Citroen U.K was won by new NABO member Jim Hutchinson but unfortunately, owing to weather conditions, the trip could not take place.

ASHBY RALLY - a report by Harry Winter.

On the week-end of the 1st-3rd May , I attended the Ashby 200 rally at Sutton Cheyney Wharf.

This was an excellent small rally organised by the Ashby Canal Association (ACA). Some 50 boats attended, and the committee did an excellent job in their organisation of both the events and the catering. The rally was opened by the Mayor of Hinckley and Bosworth, who enjoyed herself so much, she came back for the evening entertainment on the Sunday.

My thanks must go to the committee for allowing me to recruit new members for NABO. Unfortunately for most of the time I was talking to the converted. Many ACA members are already NABO members.

The following weekend, at the invitation of the Mayor, Mrs Maureen Browning, I was a guest on a publicity cruise.

The cruise was organised to gain the interest of other local Mayors and Various civic leaders, along with the Dept. of the

Environment and British Waterways, in the re-opening of the Ashby Canal as far as Measham and Moria.

A feasibility study has already been completed and it is possible to re-open a further 8 miles if the money can be raised. Who knows, in future years it may be possible to cruise the Ashby for 30 miles as stated on the new mile posts which have already been installed in anticipation.

SOLID FUEL STOVES - safety warning !

Does your boat have a solid fuel stove? Now summer is upon us, may we offer a word of warning.

A friend of Harry Winter's recently suffered a very costly fire on his boat because of his stove. The fire, as far as he was concerned, was out before he left the boat. Thinking it was safe, he didn't close the draft vents or cap the chimney. Unfortunately this allowed a flow of air up the chimney which caused the still hot soot to catch light. The chimney glowed white hot and in turn caught the roof alight. As can be imagined, a lot of costly damage was the result.

To avoid a similar incident make sure all vents are fully closed and the chimney capped before leaving your boat. Make a regular habit of sweeping the chimney, and, at the same time check the condition of the chimney within the cabin space. A lot of smokeless fuels have a high sulphur content which rots mild steel.

If required Harry Winter can put members in touch with a manufacturer of brushes for professional chimney sweeps. They are not exactly cheap, but well worth the money if by using one and sweeping the chimney properly it prevents a fire.

THE CLIFF CROSSLEY MEMORIAL.

Cliff Crossley, who died recently, was known by many people on the cut. He was a committed canalboater of many years, and a valued member of a number of Boat Clubs and Associations including NABO.

Cliff and Margery travelled the inland waterways extensively, the last seven years in their narrowboat "Pendine". Cliff was a creative engineer, always willing to help a fellow boater with advice and practical assistance.

Whilst Cliff and Margery cruised much of the system, the Trent and Mersey around Swarkestone and Stenson was their home waterway. It has been suggested and Margery has willingly agreed, that many of his friends would appreciate the opportunity of creating a permanent and fitting memorial to Cliff.

The proposal is to restore the canalside crane at Swarkestone Stop. This would become an attractive feature at a popular spot and could carry a suitably inscribed small memorial plaque.

If you would like to remember Cliff in this fitting manner, please send your donation to :-
Geoff Ashton,

(Cheques : make payable to "Cliff Crossley Memorial Fund").

LETTERS TO THE EDITOR

Dear Editor,

I write to you from our boat on the River Nene after reading a report in the Boater on Reciprocal Licensing. You inform us that the Association of Nene River Clubs (ANRC) have persuaded NRA to cancel the reciprocal arrangements between themselves and BW in 1994. In the light of this information we approached the Boat Clubs we encountered with caution wondering what kind of reception we would receive, as we thought they did not really want us on their river.

What we in fact found was the warmest of welcomes, great friendliness and all the help we could wish for. The members we met told us that the view expressed by the ANRC is not representative of the views of most clubs' members and indeed we were shown a petition with a great many signatures asking that the reciprocal licensing arrangements be continued. They explained that contrary to what was stated the majority of ordinary members did not have wide beam boats and that they also enjoyed their visits to the canals above the narrow locks of the Northampton flight.

I hope this information will help to put matters right and also to assure boaters wishing to take advantage of the reciprocal licence arrangements to be confident that they will be welcome on the River Nene.

M Whittaker

Dear Editor,

Throughout the period of the floods that occurred on the River Soar at the end of 1992 I spent many fruitless enquiries trying to ascertain the telephone number (outside office hours) to advise me whether the river was safely navigable.

I live in Nottingham and my commercial license is on the Soar - a 3/4 hour journey each way for me to check the river physically. This river goes up and down like a yo-yo and it is very easy to get trapped if not forewarned of the advisability to cancel a booking on the grounds of safety. Eventually the enclosed reply was received.

This information could also be of use to many others who moor on the Soar, and in principle to boaters on other rivers prone to flooding, and who may wish to check the safety of their moorings.

Terry Goodlud.
Wakeman Cruises.

Reply received from BW by Terry Goodlud:

Dear Mr Goodlud,

Water levels on the River Soar

I refer to your letter dated 21 November 1992.

I would like to clarify the procedure for finding out whether the river is in flood. You should ring the operator and ask for FREEPHONE CANALS. When you are put through ask them to page the person who is on standby on the River Soar. Somebody should then contact you within 30 Minutes.

Richard Sawicki
Grand Union Canal North.