



STATUTORY INSTRUMENTS.

**S.I. No. 361 of 2011**



HARBOURS ACTS 1996 TO 2009 (TRANSFER OF FUNCTIONS OF  
DUNDALK PORT COMPANY) ORDER 2011

HARBOURS ACTS 1996 TO 2009 (TRANSFER OF FUNCTIONS OF  
DUNDALK PORT COMPANY) ORDER 2011

WHEREAS I, LEO VARADKAR, Minister for Transport, Tourism and Sport am of the opinion that the functions conferred on the Dundalk Port Company (the transferor company) could in a more cost effective and efficient manner be performed by the Dublin Port Company (the transferee company);

NOW, THEREFORE, I, LEO VARADKAR, Minister for Transport, Tourism and Sport, in exercise of the powers conferred on me by section 43 (as inserted by the Harbours (Amendment) Act 2000 (No. 21 of 2000)) of the Harbours Act 1996 (No. 11 of 1996) and the Maritime Transport, Safety and Security (Transfer of Departmental Administration and Ministerial Functions) Order 2005 (S.I. No. 842 of 2005) (as adapted by the Transport (Alteration of Name of Department and Title of Minister) Order 2011 (S.I. No. 141 of 2011)), hereby order as follows:

*Citation.*

1. This Order may be cited as the Harbours Acts 1996 to 2009 (Transfer of Functions of Dundalk Port Company) Order 2011.

*Interpretation.*

2. In this Order—

“Principal Act” means the Harbours Act 1996 (No. 11 of 1996);

“transfer date” means the date specified in Article 3 to be the transfer date for the purposes of this Order;

“transferee company” means the Dublin Port Company;

“transferor company” means the Dundalk Port Company.

*Dissolution of transferor company and transfer of functions.*

3. (1) The functions of the transferor company shall be transferred to the transferee company on 12 July 2011 (the “transfer date”).

(2) With effect from the transfer date, the transferor company shall be dissolved without winding up.

*Limits of harbour.*

4. With effect from the transfer date, the harbour limits of the transferee company shall be its existing harbour limits as set out in Part I of the Third Schedule to the Principal Act combined with the harbour limits of the transferor company as set out in Part I of the Third Schedule to the Principal Act.

*Notice of the making of this Statutory Instrument was published in  
“Iris Oifigiúil” of 15th July, 2011.*

*Pilotage district.*

5. (1) With effect from the transfer date, the limits of the pilotage district of the transferee company are its existing pilotage limits as set out in Part II of the Third Schedule to the Principal Act combined with the pilotage limits of the transferor company as set out in Part II of the Third Schedule to the Principal Act.

(2) Where the context so allows, the other provisions of this Order apply to the transferee company when performing its functions in respect of the pilotage district.

*Transfer of staff.*

6. Every person who, immediately before the transfer date, was a member of staff of the transferor company shall, on the transfer date, be transferred to and become a member of the staff of the transferee company.

*Transfer of land and other property.*

7. (1) On the transfer date all land which, immediately before that date, was vested in the transferor company and all rights, powers and privileges relating to or connected with such land shall, without any conveyance or assignment, but subject to paragraph (2), stand transferred to and vest in the transferee company for all the estate or interest for which immediately before the transfer date it was vested in the transferor company but subject to all trusts and equities affecting the land subsisting and capable of being performed.

(2) On the transfer date all property (other than land) and choses-in-action that immediately before that date was the property of the transferor company shall stand transferred to and vest in the transferee company without any assignment.

(3) Every chose-in-action transferred to the transferee company by paragraph (2) may, on or after the transfer date, be sued on, recovered or enforced by the transferee company in its own name and it shall not be necessary to give notice to the person bound by the chose-in-action of the transfer effected by that paragraph.

*Transfer of rights and liabilities.*

8. (1) All rights and liabilities of the transferor company arising by virtue of any contract or commitment (expressed or implied) entered into by that company before the transfer date shall, on that date and subject where necessary to a transfer in the books of any bank, corporation or company, stand transferred to and vest in the transferee company.

(2) Every right and liability transferred by paragraph (1) to the transferee company may, on or after the transfer date, be sued on, recovered or enforced by or against the transferee company in its own name and it shall not be necessary to give notice to the person whose right or liability is transferred by that paragraph of such transfer.

*Liability for loss occurring before transfer date.*

9. (1) A claim in respect of any loss or injury alleged to have been suffered by any person arising out of the performance before the transfer date by the transferor company of its functions shall, on or after that date, lie against the transferee company whether or not any claim in respect of such alleged loss or injury was made before that date.

(2) Where, before the transfer date in a claim to which paragraph (1) relates, agreement in settlement of the claim has been reached between the parties and the terms of the agreement have not been implemented or judgement has been given in favour of the injured person and the judgement has not been enforced, the terms of the agreement or judgement, as the case may be, shall be enforceable against the transferee company.

(3) Any claim made or proper to be made by the transferor company in respect of any loss or injury arising from the act or default of any person before the transfer date may be pursued and sued for by the transferee company as if the loss or injury had been suffered by it.

(4) Where before the transfer date, in a claim to which paragraph (3) relates, agreement in settlement of the claim has been reached between the parties and the terms of the agreement have not been implemented or judgement has been given in favour of the transferor company and the judgement has not been enforced, the terms of the agreement or the judgement, as the case may be, shall, in so far as it would have been enforceable by the transferor company had it not been dissolved, be enforceable by the transferee company.

*Continuance of legal proceedings*

10. All legal proceedings relating to a matter to which a function of the transferee company relates and pending immediately before the transfer date to which the transferor company is a party shall, on and after that date, be continued with the substitution in the proceedings, in so far as they relate, of the transferee company for the transferor company.

*Preservation of certain contracts etc.*

11. (1) Every bond, guarantee or other security of a continuing character made or given by the transferor company to another person or by any person to the transferor company and in force immediately before the transfer date and every contract or agreement in writing made between the transferor company and any other person and not fully executed and completed before the transfer date shall, notwithstanding the dissolution of the transferor company, continue in force on and after the transfer date but shall be construed and have effect as if the transferee company was substituted therein for the transferor company.

(2) Every other document granted or made by the transferor company which is in force immediately before the transfer date shall continue in force on and after that date as if it had been granted or made by the transferee company and shall be construed and have effect and be enforceable by or against the transferee company accordingly.

*Continuance of licences and permissions granted by transferor company.*

12. Every licence or permission granted by the transferor company in relation to land and or other property vested in the transferee company by virtue of the Order, and in force immediately before the transfer date, shall, on and after the transfer date, continue in force as if granted by the transferee company.

*Accounts of transferor company.*

13. All accounts of moneys received or expended by the transferor company and required to be prepared and maintained by it immediately before the transfer date and to be duly audited shall, on and after the transfer date—

- (a) be maintained by the transferee company,
- (b) be prepared by the transferee company up to the period ending immediately before the transfer date, and
- (c) be caused by the transferee company to be duly audited.



GIVEN under my Official Seal,  
12 July 2011.

LEO VARADKAR,  
Minister for Transport, Tourism and Sport

EXPLANATORY NOTE

*(This note is not part of the Instrument and does not purport to be a legal interpretation.)*

This Order transfers the functions of Dundalk Port Company to Dublin Port Company and provides for the dissolution, without winding-up, of Dundalk Port Company.

BAILE ÁTHA CLIATH  
ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR  
Le ceannach díreach ón  
OIFIG DHÍOLTA FOILSEACHÁN RIALTAIS,  
TEACH SUN ALLIANCE, SRÁID THEACH LAIGHEAN, BAILE ÁTHA CLIATH 2,  
nó tríd an bpost ó  
FOILSEACHÁIN RIALTAIS, AN RANNÓG POST-TRÁCHTA,  
AONAD 20 PÁIRC MIONDÍOLA COIS LOCHA, CLÁR CHLAINNE MHUIRIS,  
CONTAE MHAIGH EO,  
(Teil: 01 - 6476834 nó 1890 213434; Fax: 094 - 9378964 nó 01 - 6476843)  
nó trí aon díoltóir leabhar.

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