CHAPTER xxxvi.

An Act for confirming and giving effect to an agreement between the Commissioners of Her Majesty's Public Works and Buildings and the Albert Palace Association, Limited, and for other purposes. [25th June 1885.]

A.D. 1885.

WHEREAS the Albert Palace Association Limited, (herein-after called "the Association") are an Association incorporated on the 21st day of May 1884, under the provisions of the Companies Acts 1862 and 1867 and the Companies Act 1883, for the purposes (amongst others) of purchasing the Albert Exhibition Palace, adjoining Battersea Park, in the county of Surrey, and completing and extending the said Palace, and of establishing the same as a place for the instruction, amusement and recreation of the public, and of purchasing or acquiring by lease or otherwise, lands or buildings at or near Battersea Park aforesaid, as sites for additional buildings, or for grounds or gardens, and of obtaining any Act or Acts of Parliament conferring further or additional powers and privileges upon the Association, or for further or better carrying into effect all or any of their objects.

And whereas the Association have purchased the building known as the Albert Exhibition Palace, at Battersea aforesaid, and the right to a lease from the Commissioners of Her Majesty's Works and Public Buildings, (herein-after called the Commissioners) of the said Palace and the land whereon the same is erected is now vested in the Association.

And whereas the Association requiring additional lands as ornamental grounds in connexion with the said Palace, and for the amusement and recreation of the public, of some of which lands the Commissioners had agreed to grant a building lease to certain persons, requested the Commissioners to accept a surrender of the said lands from the said persons, and to grant a lease thereof to the Association.

And whereas the Commissioners had agreed with the last-mentioned persons to form upon the last-mentioned lands, certain roads intended

A.D. 1885.

to be called Warriner Gardens, and Forfar Road, and to dedicate the same to the public, and such roads have been set out accordingly, but have not been completed or formally dedicated to the public, and it is doubtful whether the public have, or have not by sufferance acquired a right to use the same.

And whereas if the said additional lands are appropriated as ornamental grounds in connexion with the said Palace, the said roads will be unnecessary for the use of the public, but on the other hand by the continuance of such roads as public roads, the said lands would be severed from the said Palace, and could not be conveniently used in connexion therewith.

And whereas under the above circumstances the Commissioners being willing to accept the surrender of the said additional lands and to grant a lease thereof to the Association have entered into an agreement with the Association, a copy of which is set forth in the schedule to this Act, and which is herein-after called the "scheduled agreement," and under the said agreement have made it a condition precedent to their accepting such surrender, and granting such lease, that the Association shall obtain an Act of Parliament during the present session, authorising them to stop up so much of the road known as Warriner Gardens as is specified in that behalf in the said agreement, and also to stop up the Forfar Road.

And whereas it is expedient that the scheduled agreement be confirmed, and that the Association be empowered to stop up and discontinue for public use the portion aforesaid of Warriner Gardens, and the Forfar Road, but those objects cannot be attained without the authority of Parliament.

May it therefore please Your Majesty that it may be enacted, and be it enacted by the Queen'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 Albert Palace Act, 1885.

Confirming agreement in schedule.

2. The scheduled agreement is hereby confirmed, and made binding on the parties thereto respectively, and shall be carried into effect accordingly.

Power to stop up roads.

3. The Association may at any time after the passing of this Act, stop up so much of the roads in the parish of St. Mary, Battersea, in the county of Surrey, known as Warriner Gardens, as is specified in that behalf in the said agreement, and the road known as Forfar Road as aforesaid, and from and after such stopping up thereof respectively all public and private rights of way, and other rights (if any) in, over, or affecting the same respectively, shall absolutely cease and be extinguished.

A.D. 1885.

For the protection of the board of works for the Wandsworth District.

4. The Association shall provide and give to the board of works for the Wandsworth District and their officers at all times free and uninterrupted access to, over, and along the sewers in Warriner Gardens and Forfar Road, coloured brown on the plan referred to in the agreement dated 16th December, 1884, in the schedule to this Act, between the Commissioners of Her Majesty's Works and Public Buildings and the Albert Palace Association, and the said board shall have power to execute at any time such works as they may consider necessary to maintain such sewers, and for that purpose may by themselves, their officers and servants enter upon the land over and adjacent to the sites of such sewers with all necessary plant and material, doing as little damage as practicable, and the said board shall not be responsible for any damage which may be occasioned thereby. In default of providing such access the Association shall be liable to a penalty of ten pounds for every day during which such access is interrupted, and such penalty shall be recoverable by such board in manner provided by the Summary Jurisdiction Acts, and shall be payable to such board.

Compensation to lessees of Commissioners injuriously affected by stopping up of roads under Act.

5. If the Association by stopping up the said road known as Forfar Road, or by stopping up the said part of the said road known as Warriner Gardens, under the authority of this Act, shall injuriously affect any lands forming part of the Battersea Park Estate of the Commissioners of Her Majesty's Works and Public Buildings held by any person at the time of the passing of this Act, under any lease granted by the said Commissioners, and such person shall within six months after the stopping up of Forfar Road, or the said part of Warriner Gardens, as the case may be, claim compensation in respect of the lands so injuriously affected, the Association shall make compensation to such person. The amount of such compensation shall be such as may be settled by agreement between the Association and such person, or as failing such agreement may be determined in manner provided by the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, as the same are amended by the Lands Clauses (Umpire) Act, 1883, and the said Acts are for the purposes of this section incorporated with and form part of this Act. Provided that for the purposes of such incorporation the term "the promoters of the undertaking" shall be construed to mean the Association.

Costs of Act.

6. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Association.

A.D. 1885.

The SCHEDULE referred to in the foregoing Act.

An Agreement made the 16th day of December, 1884, between the Commissioners of Her Majesty's Works and Public Buildings, acting in execution of the Battersea Park Acts of the 9th and 10th Victoria, chapter 38, and the 14th and 15th Victoria, chapter 77, under and by virtue of the Act of the 37th and 38th Victoria, chapter 84, of the one part, and the Company styled the Albert Palace Association, Limited, (herein-after called the said Association) of the other part.

Whereas the said Commissioners have agreed to grant a lease of the pieces or parcels of ground on the south side of the Prince of Wales Road, Battersea, in the parish of St. Mary, Battersea, in the county of Surrey, delineated on the plan drawn in the margin hereof and thereon coloured red, yellow and blue, with a building on the ground coloured red, to be called the Albert Palace for the term of 94 years and three-quarters from the 25th day of December, 1882, at a nominal rent for the first two years of the said term ending on the 25th day of December, 1884, and for and during the remaining 92 years and three-quarters of the said term the yearly rent of £1,365 : 10 : 0 payable as therein mentioned, and subject to certain covenants and conditions to be contained in the said lease and the right to such lease is now vested in the said Association.

And whereas the said Association require additional land as ornamental grounds to be used in connexion with the said Palace.

And whereas the said Association intend to apply to Parliament this session for authority to stop up so much of the road known as Warriner Gardens, as is coloured brown on the said plan and also to stop up the Forfar Road, also coloured brown on the said plan.

And whereas the said Association may require for the above purpose the piece of ground crossed with blue lines on the said plan which is subject to an agreement dated the 22nd day of November, 1878, and made between the said Commissioners of the one part, and Charles Mansfield Lloyd (since deceased) and Charles Tilt Bogue and Samuel Sealey Allin of the other part, whereby it was agreed that messuages or dwelling-houses should be erected on the ground therein described, of which the piece or parcel of ground crossed with blue lines on the said plan in the margin hereof formed part, and that the said Commissioners should thereafter grant to the said Charles Mansfield Lloyd, Charles Tilt Bogue and Samuel Sealey Allin a lease or leases of such messuages and ground for the term of 99 years, from the 29th day of September, 1878, at an aggregate rent of £352 : 10 : 0.

And whereas houses have been built on some portions of the ground comprised in the said agreement of the 22nd day of November, 1878, and divers leases, reserving ground rents in part reduction of the said rent have been granted in respect thereof, and part of the said ground has been surrendered by the said Charles Tilt Bogue and Samuel Sealey Allin to the said Commissioners.

And whereas no houses have been built on that portion of the said ground which is crossed with blue lines on the said plan, and the same when built on would have been leased by the said Commissioners at rents amounting to £75 : 10 : 0.

And whereas all rent in respect of the said ground crossed with blue lines has been paid to the said Commissioners up to the 29th day of September, 1884.

And whereas the said Association have applied to the said Commissioners to grant them a lease of the said piece of ground crossed with blue lines, and also of the two pieces of ground crossed with red lines on the said plan in the margin hereof, which the said Commissioners have agreed to do on payment by the said Association to the said Commissioners of the sum of £10,000 and of the yearly rents, and subject to the conditions herein-after referred to.

And whereas the said Association have before the execution hereof paid to the said Commissioners the sum of £1,200, part of the said sum of £10,000 so agreed to be paid as aforesaid.

Now this agreement witnesseth, that it is hereby mutually agreed between the said parties hereto as follows :—

(1.) If the said Association obtain an Act of Parliament during the session of 1885, authorising them to stop up so much of the road known as Warriner Gardens, as is coloured brown on the said plan in the margin hereof, and to stop up the Forfar Road also coloured brown on the said plan, but not otherwise, the said Commissioners agree to accept a surrender from the said Charles Tilt Bogue and Samuel Sealey Allin if the said Association shall procure the same of the said piece of ground crossed with blue lines on the said plan, and on payment of all arrears of rent from the 29th day of September, 1884, to release them from the rent of £75 : 10 : 0 payable under the said agreement of the 22nd day of November 1878, and from the performance of such of the stipulations and provisions contained in the said agreement as relate to the erection of messuages or dwelling-houses on the said piece of ground crossed with blue lines, and in consideration of the payment by the said Association of the said sum of £10,000 to grant to the said Association, their successors and assigns, a lease of the site of the said roads coloured brown on the said plan in the margin hereof, and the pieces or parcels of ground crossed with red lines on the said plan, and the piece or parcel of ground crossed with blue lines on the said plan (if surrendered) for the term of 91 years and a half from the 29th day of September, 1885, at the yearly rent of £350 for the site of the said roads coloured brown and the ground crossed with red lines, and £75 : 10 : 0 for the ground crossed with blue lines, by equal quarterly payments on the usual quarter days, free from land tax (if any), sewers rate and all other taxes, charges, rates, assessments and impositions of what nature or kind soever, parliamentary, parochial, or otherwise (except the tithes or tithe rentcharge and landlords property tax), such lease to contain covenants, provisoes and agreements similar to those to be contained in the lease agreed to be granted of the Palace and ground coloured red on the plan in the margin hereof, so far as they are applicable, also a covenant that the ground hereby agreed to be demised shall be maintained as an ornamental garden and a covenant that no structure or building of any kind shall be erected on the said ground until the design thereof shall be approved in writing by the said Commissioners, and that

A.D. 1885.

when erected no alteration shall be made in such building without the consent in writing of the said Commissioners first had and obtained.

(2.) Before such lease is granted the said Association shall inclose the ground hereby agreed to be demised on the south and west sides thereof with an iron railing, and at the east end of the site of Warriner Gardens with gates, such iron railing and gates to be of a design to be approved in writing by the said Commissioners; and shall pay to the said Commisioners the sum of £8,800, being the balance of the said sum of £10,000, and shall pay to the said Commissioners the sum of £525, being equivalent to a rent after the rate of £350 per annum for the site of the said roads coloured brown on the said plan and the ground crossed with red lines on the said plan, from the 25th day of March, 1884, to the 29th day of September, 1885, and shall pay for the certificate of the architect or surveyor for the time being of the said Commissioners the sum of £50 and shall pay for the costs of preparing and perfecting the said lease and a counterpart thereof the sum of five guineas and the further sum of five guineas for the plan on the lease and counterpart.

(3.) The said Association, their successors, or assigns, shall and will accept such lease to be granted as aforesaid upon tender thereof, without requiring the said Commissioners to furnish any evidence of their title to the premises comprised in such lease, or their power to grant the lease, and duly execute a counterpart thereof, and shall and will in the meantime, and until the said lease shall be granted as aforesaid, pay, or cause to be paid the land tax, (if any,) sewers rates, and all other taxes, charges, rates, assessments, and impositions whatsoever in respect of the ground crossed with red lines, (except the tithe or tithe rentcharge and landlords property tax,) and will not make any excavation except for the purpose of forming the foundations of buildings, and for putting in drains, without the consent in writing of the said Commissioners, or their architect or surveyor for the time being. And in case any excavation contrary to this clause shall be made either by the said Company or any other person, the said Company shall forthwith pay to the said Commissioners the sum of £10 for every cartload of gravel or other substance removed from the ground hereby agreed to be demised, such sum to be recoverable as rent in arrear; and will not allow any fair or other assemblage to be held on the said ground hereby agreed to be demised, or any booth, tent, stall, or rifle-gallery to be placed thereon, or any goods to be sold or hawked, or offered for sale thereon, or any act to be done on the said ground that shall be an annoyance to the neighbourhood.

(4.) If before such lease or leases shall have been granted, the said Association, their successors or assigns shall not duly observe and perform all and singular the covenants, conditions, and articles of agreement herein-before contained, and on their part and behalf to be observed and performed according to the purport, true intent, and meaning hereof, then and in either of the said cases it shall be lawful for the said Commissioners, their successors, or assigns, to determine this agreement, and into and upon the said premises hereby agreed to be demised, to re-enter, and the same to have again retain, re-possess, and enjoy, as in their first or former estate, and thereupon the said Company, their successors and assigns shall forfeit all right under this agreement, and the money already paid as aforesaid, and all materials which may have been brought on the said ground, and all right to compensation for any work already executed.

(5.) The legal expenses attending the preparation and completion of this agreement and the sum of £5 : 5 : 0 for surveyor's fees shall be paid by the said Association.

In witness whereof the said Commissioners and the said Association have hereunto affixed their corporate seals the day and year first above written.

The common seal of the Albert Palace Association, Limited, was hereunto affixed in the presence of

Rob. W. Carden
W. T. Marriott } Directors.

Albert Palace Association, Limited.

H. R. Sharman,
Secretary.

Commissioners of Her Majesty's Works and Public Buildings, (Common Seal).

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