CHAPTER xcii.

An Act to authorise the Mayor Aldermen and Burgesses of the Borough of Bournemouth to acquire certain lands as a site for municipal and other buildings and to take a lease of certain adjacent lands and to confirm an Agreement relating thereto and for other purposes. A.D. 1897.

[15th July 1897.]

WHEREAS the Mayor Aldermen and Burgesses of the Borough of Bournemouth (in this Act called "the Corporation") have entered into an agreement with James Edward Cooper Dean and Joseph Cooper Dean (in this Act called "the vendors") for the purchase of about two acres of the lands known as Dean Park Horse Shoe (in this Act called "the Horse Shoe") as a site for municipal and other buildings and also for the lease to the Corporation of the remaining portion of the Horse Shoe with the three approaches thereto from the Dean Park Road for the purposes of public gardens or a recreation ground:

And whereas the said agreement contains terms and provisions which the Corporation cannot carry into effect without the authority of Parliament:

And whereas it is expedient to confer on the Corporation the requisite powers for carrying into effect the said agreement and to confirm the same as set out in the schedule to this Act:

And whereas a copy of the plan annexed to the said agreement has been signed by the Chairman of the Committee to which the Bill for this Act was referred and has been deposited in the Private Bill Office of the House of Commons:

And whereas if the said agreement is confirmed the Bournemouth Order (No. 2) enabling the Corporation to acquire compulsorily the whole of the Horse Shoe together with the approaches thereto which was confirmed by the Local Government Board's Provisional Orders Confirmation (No. 10) Act 1896 will become unnecessary and may be repealed:

And whereas plans of the lands which may be taken under the powers of this Act and a book of reference to those plans have

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been deposited with the clerk of the peace for the county of Southampton:

And whereas the purposes of this Act cannot be attained without the authority of Parliament:

And whereas an absolute majority of the whole number of the council at a meeting held on the twenty-first day of October one thousand eight hundred and ninety-six after ten clear days notice by public advertisement of such meeting and of the purposes thereof in the Bournemouth Guardian a local newspaper published and circulating in the borough (such notice being in addition to the ordinary notices required for summoning such meeting) resolved that the expense in relation to promoting the Bill for this Act should be paid out of the borough fund or district fund of the said borough:

And whereas such resolution was published twice in the said Bournemouth Guardian newspaper and has received the approval of the Local Government Board:

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the council at a further special meeting held in pursuance of a similar notice on the sixth day of January one thousand eight hundred and ninety-seven being not less than fourteen days after the deposit of the Bill in Parliament:

And whereas the owners and ratepayers of the borough by resolution in manner provided by the Third Schedule of the Public Health Act 1875 consented to the promotion of the Bill for this Act:

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 Bournemouth Corporation Act 1897.

Incorporation of Lands Clauses Acts.

2. The Lands Clauses Acts save so far as they are varied by or inconsistent with any of the provisions of this Act are hereby incorporated with this Act:

In the construction of the said Acts for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

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Corporation to purchase certain lands.

3. Subject to the provisions of this Act the vendors shall sell and the Corporation shall purchase the piece of land of the area of two acres referred to in the said agreement for the consideration and on and subject to the terms and conditions therein set forth.

Corporation to take lease of other lands.

4. Subject to the provisions of this Act the vendors shall grant and the Corporation shall accept and execute a counterpart of a lease to the Corporation of the lands agreed in and by the said agreement to be demised to the Corporation for the term and at the rent and subject to the conditions therein set forth.

Confirmation of scheduled agreement.

5. Subject to the provisions of this Act the agreement between the vendors and the Corporation as set out in the schedule to this Act is hereby confirmed and made binding on the parties thereto.

Completion of purchase and settlement of lease.

6. Subject to the provisions of this Act the purchase of the lands agreed to be purchased by the Corporation shall be completed and the lease of the lands agreed to be demised to the Corporation shall be settled within six months of the passing of this Act and in default of such completion and settlement taking place within that period the said agreement (except as to the payment of the costs and fees of the vendors solicitors and estate surveyor) and the provisions of this Act relating thereto shall be void and of no effect.

Corporation to purchase leasehold interest in No. 2 Stanhope Gardens.

7. The Corporation shall within six months after the passing of this Act purchase from Mary Meares widow her successors or assigns the leasehold interest vested in her or them in the leasehold premises known as No. 2 Stanhope Gardens Bournemouth being the premises numbered 9 on the plan annexed to the said agreement and the benefit of the covenant restricting the erection of buildings contained in a deed of covenant dated 12th November 1885 made between William Clapcott Dean of the one part and the said Mary Meares of the other part and the compensation to be paid in respect of such purchase shall unless agreed upon be determined by arbitration under and in accordance with the provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement but in assessing such compensation no allowance shall be made for compulsory purchase and in lieu thereof the Corporation shall pay all costs charges and expenses incurred by the said Mary Meares in opposing the Bill for this Act or otherwise in reference thereto as taxed in case of difference by the taxing officer of the House of Lords or of the House of Commons:

And on completion of the purchase and payment of such compensation as aforesaid such covenant shall be by virtue of this Act cancelled and extinguished.

Power to Corporation to let or sell

8. The Corporation may at any time after the completion of the purchase sell the said premises No. 2 Stanhope Gardens aforesaid or

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2 Stanhope Gardens and application of purchase money.

any part thereof and convey the same to the purchaser or purchasers thereof and shall apply the purchase money to be received in respect thereof after defraying thereout the expenses connected with such sale towards repayment of any moneys borrowed for the purposes of this Act or otherwise as may be sanctioned by the Local Government Board and the Corporation may in the meantime manage let and otherwise deal with the said premises.

Restrictive covenants extinguished.

9. Subject to the provisions of this Act on the completion of the purchase within the period aforesaid of the lands agreed to be purchased by the Corporation and (so far as regards the extinction of the covenant restricting the erection of buildings on the said lands the benefit of which covenant attaches to the aforesaid premises No. 2 Stanhope Gardens) of the aforesaid leasehold interest in No. 2 Stanhope Gardens and the conveyance and lease to the Corporation of the hereditaments expressed to be thereby assured and demised respectively all the covenants restricting the erection of buildings on the lands agreed to be purchased and leased as aforesaid which are contained in certain leases and deeds of covenant granted by William Clapcott Dean the vendors predecessor in title the benefit of which covenants attaches to the houses and lands mentioned in the schedule to the said agreement shall be by virtue of this Act cancelled and extinguished so far as regards the said hereditaments so assured and demised respectively to the Corporation as aforesaid and the Corporation shall pay to any lessee or sub-lessee alleging by writing addressed to the town clerk within six months of the completion of the purchase that he is damnified by the extinction of such covenants such compensation if any as shall be agreed or in default of agreement be determined by arbitration under the Arbitration Act 1889.

Restriction on taking houses of labouring class.

10. The Corporation shall not under the powers of this Act purchase or acquire ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

For the purpose of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Power to borrow.

11. The Corporation may with the sanction of the Local Government Board borrow such moneys as they may require for the purchase of the lands which they are by this Act authorised to acquire and for the erection thereon of the buildings mentioned in the agreement scheduled to this Act and for the payment of compensation (if any) to lessees or sub-lessees under this Act and for payment of the taxed costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act including therein the costs charges and expenses preliminary to and of and connected with the obtaining the resolution of owners and ratepayers aforesaid and the costs to be paid to the said Mrs. Mary Meares as herein-before is provided as if the foregoing purposes were purposes of the Public Health Act 1875.

Power to Local Government Board to direct inquiries.

12. The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary for giving effect to the powers conferred by this Act and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

Payment of expenses of Local Government Board.

13. The Corporation shall pay to the Local Government Board any expenses incurred by that Board in relation to any inquiries under this Act including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

As to repayment of borrowed money.

14. Moneys borrowed under this Act shall be repaid within such periods not exceeding sixty years as the Corporation with the sanction of the Local Government Board may determine in each case but subject thereto the powers of borrowing money by this Act given shall not be restricted by any of the regulations contained in section 234 of the Public Health Act 1875 and in calculating the amount which the Corporation may borrow under that Act any sums which they may borrow under this Act shall not be reckoned.

Certain sections of Public Health Act as to mortgages to apply.

15. The following sections of the Public Health Act 1875 shall extend and apply to mortgages granted under this Act (that is to say) :—

Section 236. Form of mortgage.
Section 237. Register of mortgages.
Section 238. Transfer of mortgages.
Section 239. Receiver may be appointed in certain cases.

Power to create stock.

16. The Corporation may if they think fit raise any moneys which they are by this Act authorised to borrow by the creation

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and issue of Corporation stock under and subject to the regulations of the Local Government Board made under the Public Health Acts Amendment Act 1890.

Payment off of money borrowed.

17. The Corporation shall pay off all money borrowed by them under the powers of this Act by equal annual or half-yearly instalments of principal or of principal and interest combined or by a sinking fund but the Corporation shall not invest any sinking fund in their own securities or in any securities payable to bearer.

Provisions as to sinking fund.

18.—(1) Where the Corporation effect the repayment of any sum borrowed under this Act by means of a sinking fund they shall in every year pay out of the funds rates or revenue on the security of which money is borrowed under this Act such equal annual sum as will with the accumulation thereof by way of compound interest calculated at a rate not exceeding three per centum per annum or such other rate as the Local Government Board may from time to time sanction be sufficient to pay off the whole of the sum borrowed within the period fixed for such repayment.

(2) The date for the first payment into the sinking fund in respect of any sum borrowed under this Act shall be the thirty-first day of March next following the date on which such sum is borrowed.

(3) All sums paid into the sinking fund shall be as soon as may be invested by the Corporation in securities in which trustees are for the time being authorised to invest or in the mortgages bonds debenture stock or other securities (not being annuities or securities payable to bearer) authorised by Act of Parliament of any local authority as defined by the Local Loans Act 1875 other than the Corporation and any such investments may be from time to time varied or transposed and all dividends and other sums received in respect of such investments shall as soon as may be after they are received or become payable be paid into the sinking fund and be invested by the Corporation in like manner.

(4) And if and as often as the income derived from such investments is not equal to the income which would be derived therefrom at the rate per centum on which the equal annual payments to the fund are based any deficiency shall be made good out of the respective funds rates or revenue which are liable for the equal annual payments and if and as often as the income derived from such investments is in excess of the income which would be derived therefrom at the rate per centum on which the equal annual payments to the fund are based any such excess may be applied as part of such equal annual payments.

Application of sinking fund.

19.—(1) The Corporation may at any time apply the whole or any part of the sinking fund in or towards the discharge of the

moneys or any part of the moneys for the discharge of which the fund was created.

(2) Whenever any of such principal moneys have been so paid off the Corporation shall thenceforward until the whole of the principal moneys owing by the Corporation under this Act have been paid off pay into the sinking fund every year in addition to the other sums herein-before required to be paid into the fund a sum equivalent to the interest which would have been produced by the sinking fund or part of the sinking fund so applied at the rate per centum on which the equal annual payments to the fund are based.

(3) When and so long as the securities standing to the credit of the sinking fund shall at the market price of the day be equal in value to the principal moneys then due and outstanding the Corporation may in lieu of investing the yearly income arising from the sinking fund apply the same in payment of the interest of the principal moneys then due and outstanding and may during such period discontinue the payment to the sinking fund of the yearly sums herein-before required to be paid thereto.

Power to re-borrow.

20. If the Corporation pay off any moneys borrowed by them under this Act otherwise than by instalments appropriations or annual repayments or by means of a sinking fund or out of the proceeds of the sale of land or other property or out of fines or premiums on leases or other moneys received on capital account not being borrowed moneys they may from time to time re-borrow the same but all moneys so re-borrowed shall be repaid within the prescribed period and shall be deemed to form the same loan as the moneys originally borrowed and the obligations of the Corporation with respect to the repayment of the loan and to the provision to be made for such repayment shall not be diminished by reason of such re-borrowing.

Protection of lender from inquiry.

21. A person lending money to the Corporation under this Act shall not be bound to inquire as to the observance by them of any provisions of this Act or be bound to see to the application or be answerable for any loss misapplication or non-application of the money lent or of any part thereof.

Corporation not to regard trusts.

22. The Corporation shall not be bound to recognise or see to the execution of any trust whether expressed or implied or constructive to which any loan or security for loan given by them under this Act may be subject but the receipt of the person or persons or (as the case may be) of the personal representative or representatives of the person or the last survivor of the persons in whose name or names any loan or security for loan stands in the books of the Corporation shall from time to time be a sufficient

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discharge to the Corporation in respect thereof notwithstanding any trusts to which such loan or security may be subject and whether or not the Corporation have had express or implied notice of any such trust or of any charge or incumbrance upon or transfer of such loan or security or any part thereof or interest thereon not entered on their books and the Corporation shall not be bound to see to the application of the money paid on any such receipt or be answerable or accountable for any loss misapplication or non-application of any such money.

Annual return to Local Government Board with respect to sinking fund.

23.—(1) The treasurer shall within twenty-one days after the thirty-first day of March in each year during which any sum is required to be set apart for a sinking fund or any instalment is required to be paid transmit to the Local Government Board a return in such form as may be prescribed by that Board and verified by statutory declaration if so required by them showing the amount which has been paid as an instalment or invested for the purpose of such sinking fund during the year preceding the making of such return and the description of the securities upon which the same has been invested and also showing the purposes to which any portion of the moneys invested for the sinking fund and the interest thereof have been applied during the same period and the total amount remaining invested at the end of the year and in the event of any wilful default in making such return the treasurer shall be liable to a penalty of not exceeding twenty pounds which shall be paid to the Local Government Board and shall be recoverable by that Board in the same manner as penalties recoverable under the Public Health Acts in a summary manner may be recovered by parties aggrieved within the meaning of those Acts.

(2) If it appear to the Local Government Board by such return or otherwise that the Corporation have failed to pay any instalment or to set apart the sum required by this Act for the sinking fund or have applied any portion of the moneys set apart for that fund or any interest thereof to any purposes other than those authorised by this Act the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be set apart and invested as part of the sinking fund and such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court and the provisions of this section shall apply mutatis mutandis to appropriations and annual repayments.

Application of money borrowed.

24. Money borrowed by the Corporation under this Act shall be applied only for purposes of this Act for which it is authorised to be borrowed and to which capital is properly applicable.

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Repeal.

25. The Bournemouth Order (No. 2) 1896 and so much of the Local Government Board's Provisional Orders Confirmation (No. 10) Act 1896 as confirms that Order are hereby repealed.

Costs of Act.

26. The costs charges and expenses preliminary and of and incidental to preparing obtaining and passing this Act as taxed by the taxing officer of the House of Lords or of the House of Commons including the costs charges and expenses preliminary to and of and connected with the obtaining the resolution of owners and ratepayers aforesaid shall be paid by the Corporation out of moneys borrowed under the authority of this Act or out of the funds and rates under the control of the Corporation.

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SCHEDULE referred to in the foregoing Act.

Agreement between James Edward Cooper Dean Joseph Cooper Dean and the Mayor Aldermen and Burgesses of the Borough of Bournemouth.

An agreement made and entered into this sixteenth day of September one thousand eight hundred and ninety-six between James Edward Cooper Dean of Littledown in the parish of Holdenhurst in the county of Southampton Esquire the tenant for life under the will of the late William Clapcott Dean of the lands and premises herein-after described and Joseph Cooper Dean his son the tenant in tail under the same will of the same lands and premises (herein-after called the vendors) of the one part and the Mayor Aldermen and Burgesses of the borough of Bournemouth in the same county (herein-after called the purchasers) of the other part.

Whereas the purchasers are desirous of acquiring for the purpose of erecting municipal and other buildings the site of land herein-after particularly described being a portion of land commonly known as "the Horse Shoe" situate at Bournemouth aforesaid and to take on lease from the vendors for the term herein-after mentioned the remaining part of the said Horse Shoe for the purpose of public gardens and recreation grounds:

And whereas the vendors are bound by restrictive covenants in certain leases the short particulars whereof are set out in the schedule hereto granted by the said William Clapcott Dean of properties round the said Horse Shoe and in the neighbourhood thereof not to allow the erection of any buildings on any portion of the said Horse Shoe save and except a gardener's lodge or an estate office at the entrance thereto:

And whereas the vendors have been and are willing to sell to the purchasers the portion of the Horse Shoe herein-after particularly described at the price of eight thousand pounds and to lease to them the remaining part for the respective purposes aforesaid subject to the said restrictive covenants as to building upon the said Horse Shoe:

And whereas in order to get rid of the said restrictive covenants and to enable the parties to carry out this agreement it will be necessary for the purchasers to apply to Parliament for an Act in order to obtain compulsory powers to deal with the lessees having the benefits of the said covenants:

Now these presents witness and it is hereby agreed and declared by and between the parties as follows (that is to say):—

(1) The purchasers shall with all reasonable despatch after the date of this agreement endeavour to obtain the consent of the owners and ratepayers of the borough pursuant to the provisions of the Borough Funds Act 1872 and subject thereto promote in the next session of Parliament and use

their best endeavour to obtain an Act of Parliament enabling the purchasers to acquire from the vendors subject to the before-mentioned restrictive covenants and subject as herein-after mentioned a piece of land for the erection of the buildings aforesaid such piece of land to be of the area of two acres as near as may be and to be selected by the purchasers out of that portion of the Horse Shoe abutting on the Christchurch Road which is coloured green on the plan annexed and shall also at the same time and in the same way endeavour to obtain parliamentary authority to extinguish and put an end to the said restrictive covenants in the above-mentioned leases (subject to the compensation (if any) to be made to the said lessees) and also to take on lease from the vendors the remaining portion of the said Horse Shoe for a term of ninety-nine years at an annual rent of five pounds for the purpose of laying out the same as public gardens and recreation grounds.

(2) In the event of the powers and authorities referred to in the last preceding clause being obtained by the purchasers with the vendors assent but not otherwise the vendors shall sell and the purchasers shall purchase as and for a site for municipal and such other offices and buildings as the purchasers are or may be authorised to erect either as a municipal authority under the Municipal Corporations Act 1882 or as local authority under the Public Health Act 1875 and Acts amending the same or the Local Government Act 1894 or any other Act whatsoever or the offices herein-after more particularly mentioned the piece of land of the area of two acres above mentioned at the price of eight thousand pounds and in the event of no portion of the said site being chosen to abut on the Christchurch Road and of the purchasers being desirous to acquire the fee simple interest in any approach road from the Christchurch Road to the said site then the area taken up by such approach road shall be included in the two acres now agreed to be sold and the actual site of the buildings shall be less by the amount of that area but in the event of the purchasers not being desirous of acquiring the fee simple interest in any such approach road then such approach road is to form part of the land to be leased to the purchasers as herein-after provided In case owing to the conformation of the ground or otherwise it is not possible to measure exactly the two acres to be sold then the purchasers shall pay for any land in excess of two acres at the same rate per acre at which the two acres are agreed to be sold The vendors shall also allow the purchasers to round off the two corners of the Horse Shoe as the same are shown in the plan and coloured red and to throw the same into the public road the exact line and quantity of land to be thrown into the public road to be determined by the vendors alone.

(3) In the event aforesaid the vendors shall also grant and the purchasers shall accept and execute a counterpart of a lease to the purchasers of all the remaining portion of the said Horse Shoe beyond that hereby agreed to be sold together with the three approaches thereto from the Dean Park Road as the same is delineated and coloured green on the said plan for a term of ninety-nine years from the date hereof at a rent of five pounds per annum payable yearly the first payment thereof to be made at the expiration of one year from the date of this agreement such lease to

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contain covenants by the lessees and their assigns to lay out and preserve the land leased for the purpose of public gardens and recreation grounds only and to properly form and maintain such three approach roads of the widths of twenty feet and to plant the sides of such approach roads beyond the width of twenty feet with trees except where the planting of trees would interfere with any exits or entrances out of or into properties abutting on the said roads and not to erect any buildings structures or erections thereupon and not to use the same or any part thereof for any other purpose of any nature whatever nor assign underlet or part with the possession of the demised premises without the consent of the vendors their heirs or assigns and such other covenants applicable to a lease of this nature as shall be considered appropriate by the vendors Such lease shall also contain a provision that in case of the purchasers or their successors being desirous at any time during the said term of ninety-nine years to purchase the fee simple of any portion of the demised premises which may happen to lie between the site chosen by and conveyed to them as above mentioned and the Christchurch Road then the purchasers are to have the option of doing so at a price to be agreed upon between the parties at the time interested or in default of agreement then the said price is to be settled by arbitration pursuant to the Arbitration Act 1889.

(4) The vendors will at the cost of the purchasers execute and make a proper disentailing assurance of the said hereditaments and of the estate tail therein of the said Joseph Cooper Dean and the purchasers shall pay the said purchase money to the vendors on their joint receipt and shall accept the title of the vendors as such tenant for life and tenant in fee in remainder accordingly and the concurrence of any other person whether to receive the purchase money or otherwise in the conveyance and lease of the land respectively shall not be required The title shall commence with the will of the late William Clapcott Dean whose seisin at the date of his death shall be assumed The said hereditaments are agreed to be sold and leased and will be conveyed and leased respectively subject to the annuities charged upon the Dean estates generally by the said will of the said William Clapcott Dean but the vendors will in and by the said conveyance or by separate instrument enter into personal covenants to indemnify the purchasers against the said annuities and any duty to accrue on the cesser thereof and also against any claims for estate and succession duty payable on the death of the said James Edward Cooper Dean and the purchasers shall accept such covenants as satisfactory and make no objection or requisition in respect of such annuities or duties or any of them The said hereditaments will also be sold and leased respectively subject to the restrictive covenants contained in the leases mentioned above and to any claims which may arise thereunder if and so far as they are not extinguished or put an end to as aforesaid.

(5) The said conveyance shall contain proper covenants binding the purchasers and their assigns and expressed to bind the land sold to the effect—

(A) That the front of the buildings to be erected by them hereafter upon the land so purchased shall not be at a greater distance than one hundred and fifty feet from the Christchurch Road :

(B) That before commencing the erection of any buildings upon the said land the purchasers will submit to the vendors for their approval the designs of such buildings and the vendors shall within two months from the date of the designs being so submitted signify in writing to the purchasers their approval or disapproval thereof and in the event of the vendors disapproving the said designs such notice shall state in what particulars such designs are not approved Provided always that if the purchasers and the vendors shall fail to agree upon the said designs within one month from the expiration of the two months aforesaid the said designs shall be referred to the President for the time being of the Institute of British Architects whose decision thereon shall be binding on all parties and the costs of any such reference shall be borne by the purchasers:

(C) That the purchasers will not commence the erection of any such buildings until the said designs shall have been so approved:

(D) That the purchasers (if requested by the vendors) will within twenty-one years from the date thereof in any scheme for the erection of municipal buildings provide a suite of offices consisting of eight rooms for the use of the vendors as estate offices The position size and general character of such offices to be mutually agreed upon between the purchasers and the vendors or in case of disagreement to be settled by the arbitrament either of a single arbitrator to be mutually agreed upon or by reference to two independent persons one to be appointed by the vendors and the other by the purchasers who shall have power to appoint an umpire and the decision of such single arbitrator or arbitrators and umpire as the case may be to be given within two months from the date of the reference to him or them respectively shall be binding on all parties and this clause shall be considered as a submission to arbitration within the meaning of the Arbitration Act 1889 so far as circumstances will admit Provided always that all questions relating to such offices shall be settled prior to the commencement of the said buildings and within the space of one month after the plans and particulars of such offices shall have been submitted by the purchasers to the vendors this period of one month not to apply in the case of such arbitration as aforesaid and the vendors shall by notice in writing to the town clerk of the said borough elect whether they will take such offices on the terms next herein-after mentioned within one month after the plans and particulars relating to the same shall have been settled either by agreement or by arbitration in manner herein-before declared and in default of such notice the vendors shall be deemed to have abandoned their right to have such offices so provided for them:

(E) That in the event of the vendors electing to take such offices the purchasers will on the completion of the said buildings grant to the vendors a lease of the same as estate offices for the term of ninety-nine years at a rent which shall be equal to the rent to be obtained for offices of the same character in Bournemouth at the date of such lease or failing agreement shall be settled by arbitration in accordance with the Arbitration Act 1889 In any such lease an option shall be

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given to the vendors to determine the same at the end of the first ten years of the said term or subsequently at any period by giving twelve months notice in writing Such lease shall contain all usual and proper terms and in case of dispute shall be settled by arbitration including a provision permitting the vendors to allow their agents to carry on their respective private practices or businesses as solicitors or architects or estate agents therein.

(6) The purchasers shall pay the costs charges and expenses of the vendors solicitors surveyors and agents already incurred and henceforth to be incurred in any way relating to this matter and in respect of the conveyance and lease the necessary disentailing assurances and indemnities the support of the said application for the said Act of Parliament the approval of the plans and any negotiations concerning the matters of this agreement The costs of the solicitors of the vendors being hereby fixed upon the assumption that there is no opposition to the said Act of Parliament being obtained and no need for the active intervention of the vendors to assist its passage through Parliament at two hundred guineas exclusive of any payments and the charges of the estate surveyor being hereby fixed at one hundred and sixty-two pounds In case the vendors are called upon by the purchasers to support the passage of the said Act through Parliament otherwise than by giving their passive consent thereto that is to say by taking active steps to assist the passage of the said Act then in that case the purchasers agree to pay the vendors costs of their solicitors (according to the scale) and parliamentary agents and any costs and expenses they may be put to thereby in addition to the costs hereby fixed at two hundred guineas In the event of the said Act of Parliament not being obtained the purchasers agree to pay the vendors solicitors costs incurred in this matter according to the scale in force under the Solicitors Remuneration Act If any terms or conditions be imposed by Parliament to which the vendors or the purchasers do not assent the purchasers may and will in case the vendors do not assent to any terms or conditions and require them to do so withdraw the Bill for the said Act If the said Bill be withdrawn or rejected this agreement shall thereupon become void except so far as regards payment of the vendors costs as provided above in the event of the said Act not being obtained.

(7) The purchase and lease respectively shall be completed and settled within six months of the Royal Assent being given to the said Act The said Act to contain a provision making compulsory the said completion and settlement within that period and voiding this agreement if such completion and settlement be not come to by that time This agreement to be likewise void (except as to the payment of the costs and fees of the vendors' solicitors and estate surveyor as herein is provided) if the said Act is not obtained during the session of Parliament following the month of November next.

In witness whereof the said parties to these presents have hereunto set their hands and common seal respectively the day and year first before written.

THE SCHEDULE.

Date of Lease.	Name of Original Lessee.	Name of Present Owner of the Leasehold Portion.	Name or Situation of Property.	No. on Plan.
7th November 1867 -	Newton J. Lane -	Wm. Frazer -	Elmhurst Lodge Dean Park Road.	2
7th November 1867 -	Newton J. Lane -	Wm. Frazer -	Leyton Mount Dean Park Road.	1
7th November 1867 -	Newton J. Lane -	Rev. W. J. Rudge	St. Katherine's Madeira Road.	3
15th August 1870 -	S. M. Compton -	Mrs. H. M. Lees -	Lingmoor Dean Park Road.	7
10th June 1871 -	A. H. Parken -	A. H. Parken -	Trinity Lodge Dean Park Road.	6
18th June 1871 -	T. A. Compton -	St. Mary's Home -	St. Mary's Home Dean Park Road.	4
26th February 1879 -	R. Sworn -	Mrs. Mary Meares	2 Stanhope Gardens	9
24th December 1875 -	Miss Meares -	Mary Meares -	Bagshot Lodge -	8
27th February 1877 -	E. F. D. Pritchard	B. Thorne -	Stanfield Dean Park Road.	5

Signed by the said James Edward Cooper Dean and Joseph Cooper Dean in the presence of—

JAMES EDWARD COOPER DEAN.
JOSEPH COOPER DEAN.

CHARLES GIFFORD
Architect
Bournemouth.

The Common Seal of the Mayor Aldermen and Burgesses of the Borough of Bournemouth was hereto affixed at a meeting of the Council in the presence of—

J. DRUITT JR.
Town Clerk.

Borough Seal.

GEORGE M. HIRONS
Deputy Mayor
Chairman.

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