CHAPTER cci.

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An Act to incorporate a Company for making a Pier-Head and other works in connexion therewith at the seaward end of the Chain Pier Brighton in the county of Sussex; to enable the Company to hold shares in the Chain Pier Company; to acquire the undertaking of the Chain Pier Company; and for other purposes. [20th August 1883.]

WHEREAS the making of the pier-head jetty and promenade with saloons and other accommodation thereon herein-after described would be attended with public and local advantage and it is expedient to widen the Madeira Road and make the other works herein-after specified for facilitating access to and over the pier called the Brighthelmston Suspension Pier or to the pier-head:

And whereas the persons in this Act named with others are willing at their own expense to construct such pier-head jetty and promenade and it is expedient that they should be incorporated into a Company (herein-after called "the Company") and that powers should be conferred upon them for that purpose:

And whereas it is expedient that the Company should be authorised and empowered to acquire and hold shares in the Brighthelmston Suspension Pier Company (herein-after referred to as "the Pier Company"):

And whereas an agreement set forth in the Second Schedule hereto has been entered into for the purpose of acquiring the property of the Pier Company and it is expedient that the provisions of that agreement should be confirmed by this Act:

And whereas arrangements have been made on behalf of the Company with the mayor aldermen and burgesses of the borough of Brighton for widening the Madeira Road to the extent set forth in the standard plan herein-after described:

And whereas Plans and Sections showing the lines and levels of the pier-head and other works authorised by this Act and also a Book of Reference to the Plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of

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the lands and other properties required or which may be taken for the purposes or under the powers of this Act were duly deposited with the Clerk of the Peace for the county of Sussex and are hereinafter respectively referred to as the deposited Plans Sections and Books of Reference:

And whereas the purposes of this Act cannot be effected 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 Brighton Marine Kursaal Act 1883.

Certain provisions of General Acts herein named incorporated.

2. The Companies Clauses Consolidation Act 1845 and Part I. (relating to cancellation and surrender of shares) of the Companies Clauses Act 1863 the Lands Clauses Consolidation Acts 1845 1860 and 1869 and the Harbours Docks and Piers Clauses Act 1847 (with the exception of the provisions thereof with respect to lifeboats and with respect to keeping a tide and weather gauge which shall not be in force for the purposes of this Act except so far as the same from time to time may be required by the Board of Trade) are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In construing this Act and the Acts wholly or partially incorporated herewith the following expressions shall have the several meanings hereby attached to them:—

The expression "the Company" means the Company incorporated by this Act;

"The pier head" means the pier-head and works connected therewith by this Act authorised;

"The undertaking" means the undertaking of the Company;

"The Corporation" means the mayor aldermen and burgesses of the borough of Brighton;

"The Pier Company" means the Brighthelmston Suspension Pier Company;

"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 common simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Hamerton Crump, Charles Eley, Elim Henry D'Avigdor, Arthur Stanley Felton and all other persons and corporations who

have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the pier-head and other works and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by and under the name of "the Brighton Marine Kursaal Company" and by that name shall be a body corporate with perpetual succession and a common seal and shall and may sue and be sued and have power to purchase take hold and dispose of lands and other property for the purposes of the undertaking subject to such restrictions and provisions herein contained.

Power to make pier-head and other works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited Plans and Sections the pier-head and works herein-after described with all proper approaches and conveniences connected therewith and may enter upon take and use such of the lands and property delineated on the said Plans and described in the deposited Books of Reference as may be required for that purpose The works herein-before referred to and authorised by this Act are wholly situate in the borough and parish of Brighton in the county of Sussex and on the foreshore and bed of the sea adjoining thereto.

Works in connexion with the Chain Pier and approaches;

The widening of the approaches to the Brighthelmston Suspension Pier otherwise the Chain Pier at Brighton by constructing a road between the embankment or sea wall next herein-after mentioned and the toll-house at the entrance to the existing pier;

An embankment and sea wall on the foreshore at Brighton for the purpose of widening the Madeira Road opposite the existing entrance of the Chain Pier commencing at or near a point 2 chains or thereabouts in a southerly direction from the eastern-most corner of the existing steps leading from the Marine Parade to the Madeira Road opposite to Rock Place and thence proceeding in a westerly direction along the foreshore for a distance of 5 chains or thereabouts and terminating by a junction with the existing sea wall at a point 2 chains 11 yards or thereabouts to the westward of the Western Toll House of the Chain Pier;

A concrete embankment or foundation adjoining the centre of the embankment or sea wall before described for 25 feet or thereabouts on either side of the centre thereof below the existing Chain Pier and extending inland in a northerly direction to a distance of 60 feet or thereabouts;

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The widening of the existing Chain Pier and an alteration in the line of chains and means of support at the shore end thereof by attaching the terminal chains at the shore end to the before-mentioned concrete embankment or foundation;

A pier-head or promenade commencing at the seaward end of the existing Chain Pier carrying the Chain Pier in a southerly direction 2 chains or thereabouts seaward and extending laterally 300 feet on either side of an imaginary straight line drawn along the centre of the existing Chain Pier and thence seaward for $2\frac{1}{2}$ chains the whole forming a large T-head to the existing pier of an area of about 600 feet by 130 feet or thereabouts together with all necessary slips landing stages for accommodation of passengers and other works and conveniences.

For the protection of the Corporation of Brighton.

6. In constructing the works by this Act authorised the Company shall unless otherwise agreed between the Company and the Corporation conform to and observe the following provisions regulations and restrictions for the protection of the Corporation and the same shall have effect accordingly (that is to say):—

(1) It shall not be lawful for the Company under the powers of this Act to acquire otherwise than by agreement any estate or interest of the Corporation in lands belonging to or held on lease by them;

(2) The Company shall not except with the consent of the Corporation under their common seal deviate laterally from the lines of any of the works by this Act authorised as shown on the deposited Plans or vertically from the levels thereof shown on the deposited Sections;

(3) The Company shall at their own cost construct the sea wall authorised by this Act and widen the road known as the Madeira Road to the extent and as shown on the Plan and Section signed respectively by the surveyor to the Corporation and the engineer to the Company and also signed in duplicate by the Earl of Redesdale Chairman of Committees of the House of Lords copies of which Plan and Section have been deposited in the office of the Clerk of the Parliaments and in the Private Bill office of the House of Commons (and which Plan is herein-after referred to as the Standard Plan);

(4) The Company shall remove and take away the existing chains over the Madeira Road and the pier toll-houses and all other obstructions so as to give the public the free and uninterrupted use of the said road to the full width and to the extent of the dimensions shown on the Standard Plan and shall form a footpath with a proper pavement curb and channel on the south side of the said road as shown on the said Standard Plan;

(5) The Company shall erect between the points marked A B and C D on the Standard Plan an open iron fence on the top of the said sea wall such fence to be of the same pattern and in all respects the same as the existing fence westward of the Chain Pier;

(6) The sea wall and the extension or widening of the Madeira Road and all works in connexion therewith shall be constructed of such materials and in such manner as the existing Aquarium sea wall or of such other materials and in such other manner as shall be approved by the Corporation under their common seal and shall be completed in all respects to the satisfaction of the Corporation and the Company may also use free of all costs or charges whatsoever all shingle sand or other substance or material which may be dug out in excavating the beach or foreshore for the works hereby authorised and works incidental thereto and also the materials of the existing sea wall eastward of the point marked A on the said Plan: Provided that nothing herein contained shall be construed as imposing any obligation on the Company to keep in repair any existing drains or drain or any drains or drain constructed in substitution for those now existing on either side of the Chain Pier: Provided nevertheless that if any portion of the buildings or works of the Company are built over any existing drain or water pipe whether belonging to or under the control of the Corporation or any company or person such drain or water pipe shall not be damaged or obstructed and the Corporation or such company or person as the case may be shall at all times thereafter have free access to the Company's property with authority to open the soil or cut into any of the works or buildings of the Company for the purpose of examining and repairing such drain or water pipe and any additional cost which may be incurred by the Corporation or such company or person as the case may be in so doing by reason of the construction or existence of the works or buildings of the Company shall be paid by the Company;

(7) The said widening of the Madeira Road and the said sea wall shall be completed and all surplus materials other than shingle or sand removed from the Madeira Road and the beach to the satisfaction of the Corporation within two years from the passing of this Act;

(8) The Company shall at their own cost maintain the new portion of the said Madeira Road and the sea wall and all works and conveniences appertaining thereto respectively in good repair to the satisfaction of the Corporation for the space

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of two years from the date of the completion thereof as aforesaid;

(9) From and after the expiration of two years from the date of completion but subject to the provisions of the next following sub-section the said new portion of the Madeira Road and the sea wall and all works and conveniences appertaining thereto respectively except that portion of the same which lies between the points marked B and C on the Standard Plan and all estate and interest of the Company therein down to and including the toe of such sea wall shall subject to a perpetual right of way by the Pier Company between the said points B and C to and from the pier vest in the Corporation and the Corporation may thereupon declare the same to be thenceforth dedicated for the use of the public free of all toll or charge for the use of the same and the said new portion of the road shall be part of the said highway called Madeira Road;

(10.) The said excepted portion of the sea wall referred to in the preceding sub-section shall be and remain the property of the Company: Provided that except with the consent of the Corporation under their common seal no opening in or through the said wall shall be made so as to give access to the Company's premises or any part thereof from the beach or foreshore and no arches recesses rooms shops or other buildings shall without the like consent be constructed by the Company under the said pier with frontages to or entrances from the beach;

(11.) From and after the dedication of the said new portion of the Madeira Road and of the sea wall to the use of the public as aforesaid the same shall be maintained in good repair by and at the cost of the Corporation: Provided always that the Corporation shall not be liable to maintain the said sea wall or any part thereof or any works in connexion therewith as a support to or for otherwise maintaining the said Chain Pier or any other portion of the Company's property: Provided that the Company shall have full power and right of access to any buttresses chains and other works or appliances for securing the said Chain Pier built or fixed under the surface of the Madeira Road but such right shall be exercised only for the purpose of repairing or strengthening the said works and all works necessary for such repairing and strengthening shall be executed in such manner and subject to such conditions as the Corporation may approve and in accordance

with plans and sections to be previously submitted to and approved by the borough surveyor;

(12) No part of the existing pier or of any existing building thereon shall be heightened above the level of the present Chain Pier nor shall any such buildings be otherwise enlarged except with the previous consent in writing of the Corporation under their common seal;

(13) The buildings and works by this Act authorised to be constructed upon the pier-head shall be constructed to the satisfaction of the borough surveyor for the time being and in accordance with the plans sections and specifications to be previously submitted to and approved by him and shall in no case exceed in height 39 feet above the level of the present deck of the Chain Pier-head unless otherwise agreed by the Corporation under their common seal;

(14) No smoke or steam excepting the smoke or steam from any machine or engine necessary for and whilst actually in use in the construction maintenance or repair of the works authorised by this Act shall at any time be permitted to issue from any part of the Company's premises or from any buildings thereon or in connexion therewith and within six months after the purchase from the Chain Pier Company of their property the Company shall cause all fireplaces and furnaces now existing on any part of the said property to be either taken down and removed or to be so altered that any smoke or steam or heated air arising therefrom shall be carried under the Marine Parade Road and be discharged from a chimney or shaft at some place lying to the northwards of the northern side of the Marine Parade Road at such height and in such manner as the Corporation shall from time to time regulate and determine: Provided that in the case of any building or house forming part of the Chain Pier Company's property which at the time of the purchase thereof by the Company shall be let to a tenant either on lease or by the year this section shall be deemed to have been complied with if within six months after the date upon which such lease or other tenancy can legally be determined the Company shall alter the fireplaces and furnaces of such building or house and convey the smoke or steam therefrom as herein-before required;

(15) The Company shall not except with the consent of the Corporation in writing under their common seal first had and obtained which consent may be accompanied by such conditions as the Corporation think fit use or permit or suffer to be used any lands or property in which they may acquire

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any estate right or interest or over which they may obtain any control either under this Act or by contract or otherwise or any part thereof respectively for the purpose of dwelling places or of the exercise of any profession or business or calling or for the carrying on of any trade or manufacture but shall use the same only as and for the purposes of the pier and works connected therewith by this Act authorised: Provided that nothing herein contained shall prevent the use of any houses now erected on the Company's property on the north side of the Madeira Road and the south side of the Marine Parade as dwelling-houses or for the businesses for which they are now severally used;

(16) In case the Company shall fail to erect and complete the sea wall road and pier improvements in conformity in all respects as regards the sea wall and road with the Standard Plan and Section and as regards other works with the deposited Plans and Sections or such alterations or modifications thereof (if any) as may be agreed on between them and the Corporation by writing under seal within the time by this Act limited for their completion or if the Company shall at any time after the completion of the works by this Act authorised permit or suffer the same or any of the same to become dilapidated or ruinous or to be unreasonably offensive to the Corporation or the inhabitants or visitors of Brighton or if the Company shall fail to observe the provisions of this Act or shall fail to maintain the road sea wall or pier improvements according to the terms of this Act or of any contract which may be entered into between them and the Corporation then and in any of such cases, and so often as the same may happen (without prejudice to all other remedies) the Corporation may give to the Company a notice in writing requiring the Company within twelve calendar months thence following to repair and make good the dilapidations or remove the cause of offence or perform the obligations as to maintenance as the case may be and if the Company shall not within the term of twelve calendar months mentioned in such notice comply with the requirements thereof then at the expiration of such twelve calendar months the estate term rights and interests of the Company in the land of the Corporation delineated in the said deposited Plan shall cease determine and be absolutely void and the Corporation may re-enter on the same discharged from all rights acquired by the Company either under the powers of this Act or by contract and may eject and remove the Company and all other persons therefrom: Provided always that the restrictions and prohibitions herein-before contained shall notwithstanding any such re-entry continue in force with respect

to any other lands of the Company: Provided also that it shall be lawful for the Corporation at any time or times upon terms or otherwise to waive the exercise of the present power of re-entry without prejudice to the subsequent exercise thereof;

(17) The said road sea wall and the pier pier-head promenade and all other works authorised by this Act and all lands and buildings connected therewith shall be added to and be deemed to be for all purposes within the municipal borough of Brighton and parish of Brighton and shall form part of that borough and parish;

(18) The Company shall afford free and uninterrupted means of passage for the public to the satisfaction of the Corporation under the said pier on the south side of the said sea wall and between the same and the low-water mark;

(19) The Company shall not construct any works so as to form a greater obstruction to the free passage of boats under the said pier than is caused by the present structure;

(20) The Company and Corporation may (without prejudice to any contracts or agreements which they might mutually enter into if the following provision were not inserted herein) enter into agreements with respect to any of the matters following (that is to say):—

With respect to the construction of the sea wall and making the same when constructed available for public purposes with or without steps or other approaches thereto;

With respect to the construction maintenance and dedication to the public of the road shown on the Standard Plan;

With respect to the terms on which any land of the Corporation included within the limits of deviation may be appropriated or made use of by the Company;

With respect to the construction and maintenance watching and lighting of temporary works for the use or protection of the public;

And may execute all such deeds instruments and assurances and do all such things as may be necessary for the carrying into effect such contracts and agreements;

(21) Nothing in this Act contained shall exempt any building or works constructed by the Company either during the progress or after the completion thereof respectively from any of the provisions of the Public Health Act 1875 or of any Act for the time being in force amending the same Act or supplemental thereto or incorporated therewith.

Capital.

7. The capital of the Company shall be one hundred and twenty thousand pounds in twelve thousand shares of ten pounds each and

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the Company may apply any sum not exceeding fifteen thousand pounds of such capital in acquiring and holding shares in the Pier Company.

Shares not to be issued until one fifth paid up.

8. The Company shall not issue any share under the authority of this Act nor shall any share vest in the person or Corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

10. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow.

11. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole forty thousand pounds but no part thereof shall subject to the provisions herein contained be borrowed until the whole capital of one hundred and twenty thousand pounds is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or Corporations to whom the same was issued or by their executors administrators successors or assigns and that such persons or Corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof: Provided that the Company may if and when the sum of twenty-five thousand pounds shall have been issued and accepted in manner above stated in respect to the whole capital of the Company borrow a sum not exceeding eight thousand three hundred pounds which sum of eight thousand three hundred pounds shall be applicable only towards paying the purchase money mentioned in paragraph 7 of the Agreement set forth in the Second Schedule hereto.

For appointment of receiver.

12. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than four thousand pounds in the whole.

Application of moneys.

13. All moneys raised under this Act whether by shares or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

First ordinary meeting and quorum.

14. The first ordinary meeting of the Company shall be held within two months after the passing of this Act and the quorum for general meetings whether ordinary or extraordinary shall be five shareholders holding together not less than five thousand pounds in the capital of the Company.

Number of directors.

15. The number of directors shall be seven but the Company may from time to time reduce the number provided that the number be not less than three.

Qualification of directors.

16. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

17. The quorum of a meeting of directors shall be three and if the number of directors be reduced to three the quorum shall be two.

First directors.

18. Hamerton Crump, Charles Eley, Elim Henry d'Avigdor, and Arthur Stanley Felton and three persons to be nominated by them or by the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or

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resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Period for compulsory purchase of lands.

19. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of two years from the passing of this Act.

Power to take easements &c. by agreement.

20. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for completion of works.

21. If the pier-head and works are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Refreshment rooms &c.

22. The Company may erect upon the pier-head and approaches toll-houses waiting refreshment assembly bath and other rooms and places for lawful recreation business conveniences and amusement and may make such reasonable charges for the use thereof as they may think fit or they may lease such houses and rooms upon such terms and conditions and for such period (not exceeding seven years) as they think fit and they may purchase hire or provide steam and other vessels and boats for pleasure or otherwise.

Pass tickets for use of pier.

23. The Company may grant to passengers promenaders and other persons institutions or bodies pass tickets for the use of the pier and works at such rates not exceeding those in the First Schedule to this Act and on such terms and for such periods not exceeding one year as may be agreed upon. No such pass ticket shall be transferable nor shall be used by any person other than the person to or for whom it is granted or by any person after the period limited for its use. If any person acts in any way in contravention of this provision or uses or attempts to use any false or counterfeit pass ticket he shall for every such offence be liable to a penalty not exceeding twenty shillings recoverable and applicable as penalties are recoverable and applicable under the Harbours Docks and Piers Clauses Act 1847 for all the purposes of which this Act shall be deemed the special Act.

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Exemption of Custom House Officers from rates.

24. Officers of Customs in the execution of their duty shall at all times have free ingress passage and egress to from and over the pier and works by land and with their vessels without payment.

Steam vessels &c.

25. The Company may provide and use such steam engines steam vessels piling engines diving bells boats cranes buoys mooring posts mooring craft weighing machines tackle and other machinery vessels apparatus and conveniences as they think proper for carrying on the business of the Company or for any of the purposes of this Act and may demand and take such sums for the use thereof as they think reasonable.

Company to exhibit lights.

26. The Company shall at the outer extremity of the pier and works hereby authorised when completed exhibit and keep burning from sunset to sunrise such lights (if any) as the Corporation of Trinity House shall from time to time direct.

Lights on Works.

27. The Company shall on or near the works below high-water mark hereby authorised during the whole time of the constructing altering or extending thereof exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time requires or approves.

If the Company fail to comply in any respect with the provisions of the present section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Survey of Works by Board of Trade.

28. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable accordingly with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Abatement of work abandoned or decayed.

29. If a work constructed by the Company on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable accordingly with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Restriction on use of Pier.

30. Nothing in this Act shall entitle any person with any vessel or boat to ship or unship at the pier or jetty authorised by this Act any sheep cattle or merchandize or to ship or unship there anything which in the judgment of the Company might in any manner

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interfere with the use of the pier or jetty for recreation or the embarking or landing of passengers.

Pier Company to sell and transfer undertaking.

31. The Pier Company may at any time and from and after the payment of the whole amount agreed on between the Company and the Pier Company shall sell and transfer their undertaking to the Company and the Company may accept such sale and transfer accordingly and the sale and transfer shall take effect upon and from the payment of the amount agreed as aforesaid or such other times as the vendor and purchaser Companies agree.

Agreement confirmed.

32. The Scheduled Agreement is hereby confirmed and made binding on the Pier Company and on the Company as if they had been an incorporated Company and as if their seal had been affixed to such agreement instead of the signatures of the purchasers.

Powers as to premises sold &c. to be exercised by Company.

33. All the rights powers and privileges of the Pier Company on the sale and transfer of their undertaking to the Company and of the directors officers or servants of the Pier Company which by virtue of any Act relating to the Pier Company and this Act respectively might be exercised and enjoyed by them respectively with respect to the premises agreed to be sold and transferred and which in accordance with the terms and conditions of the sale and transfer by this Act authorised are to be exercised and enjoyed by the Company and their directors officers and servants with respect to the premises agreed to be sold and transferred shall be exercised and enjoyed accordingly under and with the same regulations restrictions obligations penalties and immunities in accordance with that Act respectively and with this Act respectively as by the Pier Company and their directors officers and servants.

Transfer of Pier Company's undertaking to be evidenced by deed duly stamped &c.

34. The transfer to the Company of the undertaking of the Pier Company shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth. Within three months after the date of vesting the Company shall produce to the Commissioners of Inland Revenue such deed duly stamped with the ad valorem stamp duty in respect of the consideration and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of vesting shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Receipt of Pier Company to be a discharge to the Company.

35. A receipt or acknowledgment under the hands of two directors and the treasurers or treasurer of the Pier Company for the time being for any money payable by the Company to the Pier Company shall be a good and sufficient discharge for the same and the Company shall not be bound to see to the application or be

answerable for the non-application or misapplication of the said purchase money or any part thereof.

Vesting in Company premises agreed to be transferred.

36. In accordance with the terms and conditions agreed upon between the Company and the Pier Company the premises comprised in the sale and transfer and the rights powers authorities and privileges to be in accordance with this Act exercised and enjoyed by the Company with respect to the same shall at the time for the sale and transfer to take effect and subject to the provisions thereof and subject to the other provisions (if any) of the deed of conveyance executed in accordance with this Act and subject also to all obligations contracts debts and liabilities respectively affecting the premises sold by this Act and the officers servants lessees tenants or occupiers be transferred to and vested in the Company absolutely and for ever and be amalgamated with and deemed part of the undertaking of the Company but all powers of the Pier Company with respect to share and loan capital or otherwise relating to the constitution or management of that Company shall not be transferred to the Company.

Company to perform duties of Pier Company as to premises sold &c.

37. From and after the time of such sale and transfer to take effect the Company in accordance with the terms and conditions agreed on but subject to the provisions of this Act shall be subject to and perform conform and be liable to all contracts leases agreements duties obligations debts charges liabilities claims and demands whatsoever to which the Pier Company if the sale and transfer did not take effect would with respect to the premises comprised in the sale and transfer or to their officers servants lessees tenants or occupiers be subject or liable and shall indemnify the Pier Company and their shareholders directors officers and servants from the same and all costs charges and expenses claims and demands with respect to the same and shall be entitled to all the benefits and advantages of and to enforce all those contracts and arrangements.

Actions &c. not to abate.

38. No sale or transfer under this Act shall cause the abatement discontinuance or determination of or in anywise prejudicially affect any action suit or other proceeding at law or in equity commenced by or against the Pier Company either solely or jointly with any other Company or with any person before the time agreed on for the respective sale and transfer to take effect but any such action suit or other proceeding may so far as it relates to the premises comprised in the respective sale and transfer be continued prosecuted or enforced by or against the Company either solely or as the case may require jointly with such other Company or with such person.

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Pier Company's Act to apply to Company.

39. From and after the time for any such sale and transfer to take effect the Act passed with respect to the Pier Company (but subject to the provisions of this Act) shall so far as it relates to the premises comprised in the sale and transfer be read and have effect as if the same had been passed with respect to the Company instead of with respect to the Pier Company.

Pier Company to wind up their affairs.

40. On the completion of the sale and transfer under this Act of the undertaking of the Pier Company the Pier Company shall forthwith proceed to wind up their affairs and shall subject to the payment satisfaction or discharge of all the debts liabilities and engagements if any of the Pier Company in respect of the undertaking so sold and transferred distribute and pay the net moneys to be received from such sale and transfer to and among the several persons who at the date of the completion of such sale and transfer are the respective registered shareholders in the capital of the Pier Company according to their respective priorities and in proportion to their respective shares of such capital or their respective executors administrators successors or assigns.

Payments into court by Pier Company.

41. Where the Pier Company are for twelve months after the period for the distribution of their net moneys unable after diligent inquiry to ascertain the person to whom any part thereof ought to be paid or who can give an effectual receipt for the same the Pier Company may pay the net sum appropriated according to the preceding clause without interest after deducting the expenses of such payment into Court into the Chancery Division of the High Court of Justice under any Act from time to time in force for the relief of trustees and every such payment into Court shall conclusively discharge the Pier Company from all further liability with respect to the net sum so paid and for the purposes of this Act shall be deemed payment of such net sum to a person absolutely entitled thereto as his entire share and any person afterwards showing to the satisfaction of the Court that he is entitled thereto may obtain payment thereof out of Court accordingly.

Dissolution of Pier Company.

42. When all the debts liabilities and engagements of the Pier Company whose undertaking is sold and transferred to the Company as aforesaid are paid satisfied or discharged and their net moneys are distributed in accordance with this Act that Company shall be by this Act dissolved and shall wholly cease to exist.

General saving of rights under Acts relating to Pier Company.

43. Notwithstanding the dissolution by this Act of the Pier Company and except only as is by this Act otherwise provided everything before the dissolution done suffered and confirmed respectively under or by the Act relating to the Pier Company and every right by that Act saved shall be as valid as if the dissolution

or sale and transfer had not happened and the dissolution or the sale and transfer and the operation of this Act respectively shall accordingly be subject and without prejudice to everything so done suffered and confirmed and all rights so saved respectively and to all rights liabilities claims and demands both present and future which if the dissolution or the sale and transfer had not happened would be incident to or consequent on everything so done suffered and confirmed and all rights so saved respectively and with respect to everything so done suffered and confirmed and all rights so saved respectively and all such rights liabilities claims and demands the Company shall to all intents represent the dissolved or (as the case may be) the Pier Company provided that the generality of this provision shall not be restricted by any of the other sections and provisions of this Act.

Saving rights of the Crown in the foreshore.

44. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

Saving rights of Crown under Crown Lands Act.

45. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty Her heirs or successors.

Saving rights of the Crown.

46. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them without the consent in writing of the same Commissioners or one of them on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give) neither shall anything in the said Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

A.D. 1883.

Company not to create nuisance.

47. Nothing in this Act contained shall authorise the Company to do or to be party to any act or thing amounting to a nuisance whether public or private.

Deposits for future Bills not to be paid out of capital.

48. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to execute any other work or undertaking.

Costs of Acts.

49. All costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

RATES ON PASSENGERS AND PROMENADERS USING THE PIER HEAD.

	s.	*d.*
For every passenger or other person who shall land on the Pier-head from or embark from it on board of any ship vessel packet or passage boat for each time any sum not exceeding - - - - -	0	6
For every person who shall use the Pier-head for the purpose of walking for exercise pleasure or any other purpose except for embarking or disembarking (including access to or from the shore over the existing Pier) for each time any sum not exceeding - - - - -	0	6
For every person who shall use the existing Pier only for the same purposes as above - - - - - - - -	0	2

THE SECOND SCHEDULE.

AN AGREEMENT made the 22nd day of December 1882 between the Brighthelmston Suspension Pier Company incorporated under special Act of Parliament 3 George IV. chapter 102 under their common seal (herein-after called "the Vendors") of the one part and Major Hamerton Crump Charles Eley Elim Henry d'Avigdor and Arthur Stanley Felton on behalf of the Brighton Marine Kursaal Company (herein-after called "the Purchasers" or "the Company" according to the context) of the other part.

WHEREAS at a special general meeting of the vendors held at Brighton aforesaid on the 22nd day of December 1882 a copy of this Agreement and also a copy of a Bill proposed to be introduced into Parliament for the purpose of acquiring and taking over the undertaking of the vendors by a Company proposed to be incorporated by the said Bill were submitted to and approved by such meeting summoned in accordance with and agreed to by the majority prescribed by the Standing Orders of Parliament in the case of Bills promoted by a Company incorporated by Act of Parliament and in consideration of this Agreement the parties thereto for themselves their successors and assigns as regards the vendors and the parties thereto of the second part for themselves

A.D. 1883. their heirs executors and administrators covenant promise and agree as follows to wit:—

1. The vendors agree to sell and the purchasers to purchase at the price of £50 a share all the shares of the vendors in the undertaking known as "The Royal Suspension Pier" at Brighton in the county of Sussex the issued share capital being £30,000 and all the estate and interest of the vendors in the Royal Suspension Pier aforesaid and all properties of what kind soever belonging to the vendors with liberty to the purchasers if they deem fit to acquire powers to dissolve the vendors but subject to all existing leases tenancies or agreements now subsisting but not including any materials tools implements or apparatus detached from the pier or the general stores of the Company.

2. The purchase shall be completed and the purchasers entitled to possession and receipt of the rents and profits as and from the 29th day of September 1883 on the purchase money being paid on that day to the vendors or such other person or persons as may be able to give a receipt therefor. If from any cause other than the wilful default or neglect of the vendors the purchase be not completed on the said 29th day of September 1883 the said purchase money shall bear interest at the rate of £6 per centum per annum from that day until completion. All outgoings shall be paid by the vendors up to the said 29th day of September 1883 and the vendors undertaking shall be handed over free from all debts and liabilities up to that day.

3. The purchasers shall immediately after the sealing of this agreement pay a deposit of 50*s*. a share into the hands of Messieurs Hall and Company Union Bank Brighton aforesaid as stakeholders for both parties. If from any cause other than the wilful neglect or default of the vendors to perform this agreement the purchase shall not be completed in accordance with this agreement the deposit shall be absolutely forfeited to the vendors.

4. The property is subject to all easements or outgoings subsisting over or affecting the same and to all rights of any person having paid his subscription for any period not yet expired but no fresh subscriptions shall be received by the vendors nor shall any season tickets or vouchers for special privileges be issued by them for any date from the 30th November last beyond the 29th day of September next the intent being that the purchasers shall receive and take over the vendors undertaking unfettered by any season tickets or other special privileges except those existing on November 30th 1882.

5. The purchasers will forthwith apply to Parliament for an Act enabling the provisions of this agreement to be carried out and will insert in the Bill all such clauses and provisions as may be necessary for carrying out this agreement.

6. The vendors will appear and support in Parliament such last-mentioned clauses and provisions and will use their best endeavours to secure the passing of the same at the expense of the purchasers whether successful or not when required by them.

7. This agreement is conditional on an Act of Parliament being obtained for the transfer of the vendors undertaking to the purchasers on payment of £50 per share on 300 shares making a total payment of £15,000 and in default of such Act being obtained by the purchasers (the vendors according all their support and assistance) the deposit money shall be absolutely forfeited to the Pier Company.

8. The purchasers shall on the completion of the purchase pay to the vendors or if the Act is not obtained shall pay to them on demand all costs and expenses of this agreement and a duplicate thereof and of all prior negotiations and work done by the vendors at the request of the purchasers or those previously representing them and in relation thereto and of all proceedings taken heretofore a sum not exceeding £100 or if the Act shall pass not exceeding £200 in addition to any expenses to be incurred in Parliament by them at the request of the purchasers.

9. The vendors shall at any time after the completion of the purchase of the vendors share capital by the purchasing Company when required by the purchasing Company do all acts and execute or procure to be executed all documents necessary for the dissolution and winding up of the vendors and the cost of all such acts and carrying out of such arrangements shall be borne by the purchasing Company: Provided that the purchasing Company shall not be liable for any costs for payment of debts or in connexion with any liabilities of the vendors incurred on or previous to the 29th day of September 1883.

10. That this agreement be scheduled to the Act of Parliament for the purpose of forming part thereof and to the intent that the agreement hereby entered into shall be binding and conclusive on the several parties thereto subject to any alteration to be made by Parliament and shall immediately after the passing of the Act be binding on the Company intended to be incorporated by the Brighton Marine Kursaal Act 1883 as well as the parties to the said agreement personally so far as relates to paragraphs 7 and 8 of this agreement as if that Company had been incorporated at the date of these presents and had affixed their Corporate Seal thereto.

In Witness whereof the said Brighthelmston Suspension Pier Company have caused their common seal to be hereunto affixed and the said other parties have set their hands and seals the day and year first above written.

T. F. WISDEN,
Chairman.

HUGH SNELLING,
Secretary.

Seal of the Brighthelmston Suspension Pier Company.

Signed sealed and delivered by the above-named Major Hamerton Crump in the presence of

FRANK E. ROBINSON
28 Albert Square
Clapham Road S.W

HAMERTON CRUMP (L.S.)

Signed sealed and delivered by the above-named Charles Eley in the presence of

FRANK E. ROBINSON
28 Albert Square
Clapham Road S.W.

CHARLES ELEY (L.S.)

A.D. 1883.

Signed sealed and delivered by the above-named Elim Henry d'Avigdor in the presence of
PETER RIACH
14 Desbro' Terrace
Harrow Road W.

E. H. D'AVIGDOR (L.S.)

Signed sealed and delivered by the above-named Arthur Stanley Felton in the presence of
GEORGE D. MERTENS
7 Westminster Chambers
Victoria St. S.W.

A. STANLEY FELTON (L.S.)

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