CHAPTER clxxii.

An Act to incorporate and to confer powers upon the Brighton Marine Palace and Pier Company and for other purposes. A.D. 1888.

[7th August 1888.]

WHEREAS it would be of great benefit to the inhabitants of and the general public visiting the town and neighbourhood of Brighton if the pier (herein-after referred to as "the Chain Pier") belonging to the Brighthelmston Suspension Pier Company (herein-after referred to as "the Pier Company") were taken down and removed and a more commodious pier and a pier-head suitable for a promenade with assembly and other rooms and conveniences thereon were erected in its stead:

And whereas the persons in this Act named with others are willing at their own expense to construct such pier and other works 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 Pier Company should be enabled to sell their property and undertaking to the Company and that the Company should be enabled to purchase and acquire the same:

And whereas plans and sections showing the lines and levels of the pier pier-head and other works originally proposed to be 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 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 in the month of November one thousand eight hundred and eighty-seven and are herein-after respectively referred to as the deposited plans sections and books of reference:

And whereas it has been deemed expedient to change the position of the pier from the site shown on the deposited plans to

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the new site in this Act described and additional plans and sections showing the lines and levels of the pier pier-head and other works on such new site with a book of reference to the additional plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the land and other property required or which may be taken for the purposes of the pier pier-head and other works on the new site were also deposited with the clerk of the peace for the County of Sussex in the month of April one thousand eight hundred and eighty-eight and are herein-after respectively referred to as the additional 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 Palace and Pier Act 1888.

Incorporation of general Acts.

2. The Companies Clauses Consolidation Act 1845 and Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 the Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 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;

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

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

"Pier Company" means the Brighthelmston Suspension Pier Company;

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"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. William Irvine, George Wallis, Frank Irvine, 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 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 Palace and Pier 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 as are herein contained.

Power to make pier and works.

5. Subject to the provisions of this Act the Company may take down and remove the Chain Pier and buildings connected therewith and may make and maintain in the lines and according to the levels shown on the additional plans and sections the pier 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 deposited and additional plans and described in the deposited and additional books of reference as they may require for the purposes of this Act 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 and are:

1. A promenade pier jetty and landing and shipping place commencing at a point on the sea-wall on the southern side of Grand Junction Road twenty-five yards or thereabouts measured in an easterly direction along the said sea-wall from the eastern side of the steps leading to the stone groyne nearly opposite the eastern end of the Albion Hotel and thence extending seaward in a southerly direction and terminating at a point in the bed of the sea six hundred and sixty-six yards or thereabouts from the said point of commencement with a pier-head or promenade at or near the seaward end of the pier;

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2. All proper landing and shipping stages stairs shelters approaches saloons pavilions assembly and concert rooms reading and refreshment rooms baths and other buildings toll-houses gates cranes buoys mooring-posts and other works and conveniences upon or connected with the pier and landing and shipping place.

Capital.

6. The capital of the Company shall be one hundred and fifty thousand pounds in fifteen thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid up.

7. The Company shall not issue any share created under the authority of this Act nor shall any such 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.

8. 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.

9. 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 divide shares.

10. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half-shares of which one shall be called "preferred half-share" and the other shall be called "deferred half-share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half-share (being the whole amount payable thereon) and the residue to the credit of the preferred half-share.

Dividends on half-shares.

11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half-shares in manner following (that is to say) first in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half-share and the remainder if any

in payment of dividend on the deferred half-share and the Company shall not pay any greater amount of dividend on the two half-shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on preferred shares to be paid out of profits of the year only.

12. Each preferred half-share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half-share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half-share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half-shares to be registered and certificates issued.

13. Forthwith after the creation of any half-shares the same shall be registered by the directors and each half-share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half-shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half-share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificate.

14. The terms and conditions on which any preferred half-share or deferred half-share created under this Act is issued shall be stated on the certificate of each such half-share.

Forfeiture of preferred shares.

15. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half-shares created under the authority of this Act and every such preferred half-share shall for that purpose be considered an entire share distinct from the corresponding deferred half-share and until any forfeited preferred half-share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred shares not to be cancelled or surrendered.

16. No preferred half-share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half-shares to be half-shares in capital.

17. The several half-shares under this Act shall be half-shares in the capital of the Company and every two half-shares (whether preferred or deferred or one of each) held by the same person shall

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confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

18. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole fifty thousand pounds and of that sum they may from time to time borrow any sum not exceeding thirty-three thousand three hundred pounds in respect of the first issued one hundred thousand pounds of their capital and not exceeding sixteen thousand seven hundred pounds in respect of the remaining fifty thousand pounds of their capital but no part of either sum of thirty-three thousand three hundred pounds or sixteen thousand seven hundred pounds shall be borrowed until shares for the whole of the portion of capital in respect of which it is to be borrowed are 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 portion of 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 each such portion of 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.

For appointment of a receiver.

19. 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 three thousand pounds in the whole.

Power to create debenture stock.

20. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent

Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which such stock or mortgages shall have been authorised) and shall have priority over all principal moneys secured by such mortgages.

Moneys borrowed on mortgage or debenture stock to have priority.

21. All moneys raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Consolidation Act 1845 or the Lands Clauses Consolidation Acts Amendment Act 1860 or in respect of any rent or sum reserved by or payable under any lease granted or made or to be granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of their undertaking or works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Application of moneys.

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

First ordinary meeting and quorum.

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

Number of directors.

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

Qualification of directors.

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

Quorum.

26. The quorum of a meeting of directors shall be three.

First directors.

27. William Irvine, George Wallis, Frank Irvine, and two other persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of

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Election of directors.

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 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.

28. 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 three years from the passing of this Act.

Power to take easements, &c. by agreement.

29. 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.

For protection of the Corporation of Brighton.

30. In exercising the powers by this Act conferred upon them 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 additional plans or vertically from the levels thereof shown on the additional sections in this Act referred to;

(3) The Company shall before commencing the construction of any of the works by this Act authorised purchase the Chain Pier and all buildings and land the property of the Chain Pier Company and shall forthwith after such purchase take down the Chain Pier and the toll-houses and buildings thereon and the chains now over the Madeira Road and remove the whole of the old materials of the said pier toll-houses buildings and chains from the Madeira Road and the beach and foreshore of the borough and unless the Chain Pier and the toll-houses and buildings thereon and the chains across the Madeira Road shall have been taken down and removed within three years from the date of the passing of this Act the powers of the Company for the construction of new works by this Act authorised shall cease and determine;

(4) The Company shall within three months after the purchase of the Chain Pier Company's premises and the removal therefrom of the Chain Pier and the toll-houses and buildings thereon convey to the Corporation in fee simple in possession free from all mortgages charges or other encumbrances the site of the Chain Pier together with all the houses buildings and premises including the houses and premises on the north side of the Madeira Road abutting on the Brighton Aquarium on the west and on the steps eastward of the Chain Pier leading to the Marine Parade on the east and to be acquired by the Company from the Chain Pier Company under the powers of this Act;

(5) The new pier and the buildings and works by this Act authorised to be constructed thereon shall be constructed to the satisfaction of the borough surveyor for the time being and in accordance with the plans sections elevations and specifications to be previously submitted to and approved by him;

(6) The buildings to be constructed on the said pier shall not be greater in number or of larger dimensions than shall be sanctioned by the Corporation under their common seal and no building shall be erected on the pier within three hundred and eighty feet of the north end thereof except two circular or octagon toll-houses not exceeding twelve feet in diameter and sixteen feet in height nor shall any buildings erected on the part of the pier beyond the above-mentioned

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distance of three hundred and eighty feet from the north end thereof and less than one thousand four hundred feet from the same end exceed fifteen feet in width from east to west thirty feet in length from north to south and twenty feet in height and the buildings on the pier-head shall not exceed ninety feet in width from east to west one hundred and forty feet in length from north to south and thirty-nine feet in height The height in all cases to be measured from the level of the deck of the pier as shown on the additional plans;

(7) Unless with the consent of the Corporation under their common seal 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;

(8) 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 buildings on the pier or any lands or property in which the Company may acquire 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;

(9) In case the Company shall fail to erect and complete the pier and the buildings to be erected thereon in conformity in all respects with the additional plans and sections or such alterations or modification 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 pier buildings and works 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 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 months mentioned in such notice comply with the requirements thereof then at the expiration of such twelve months the estate term rights and interests of the Company in the land of the Corporation delineated on the additional plans 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 exercise thereof on a subsequent occasion ;

(10) The pier and works by this Act authorised shall as far as practicable be so constructed as to allow free passage for boats under the Pier to the satisfaction of the Corporation ;

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

With respect to the terms on which any land of the Corporation 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 ;

(12.) 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 local Acts in force within the borough or of the Public Health Act 1875 or of any Act for the time being in force amending the same Act or supplemental

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thereto or incorporated therewith so far as such provisions are applicable to any such building or works and are insisted upon by the Corporation.

Provisions respecting houses occupied by labouring class.

31.—(1.) The Company shall not under the powers of this Act without the consent of the Local Government Board purchase or acquire in any urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

(2.) For the purposes of this section the expression "labouring class" 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.

Period for completion of works.

32. If the pier 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 except as to so much thereof as is then completed.

Refreshment rooms, &c.

33. The Company may subject to the provisions of this Act erect upon the pier-head and approaches toll-houses refreshment waiting assembly 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 They may furnish stock and equip such refreshment and other rooms and conduct the business thereof and may employ managers and servants therein and in connexion therewith and may let the same by the year or on lease upon such terms and conditions and for such periods not exceeding three years as they think fit And for the purpose of any license the officer manager or tenant of the refreshment room designated as such by the Company shall be deemed the real resident holder and occupier thereof:

Provided that neither the Company nor their tenants shall without the consent in writing of the Corporation under their common seal being from time to time first obtained make application for any license to use or permit or suffer to be used any part of the pier or the lands they may acquire in connexion

therewith or any building or place on such pier or lands for the sale of spirituous or fermented liquors or for dancing.

Power to take rates and charges according to schedule for use of pier.

34. The Company may demand and receive in respect of passengers promenaders passengers' luggage vessels and other things described in the First Schedule to this Act any sums not exceeding the rates and charges in that schedule specified Provided that the Company may make such increased charges as they think fit to persons using the pier on special occasions (other than persons using the pier for landing from or embarking on any ship vessel or boat) of which increased charges due notice shall be affixed in some conspicuous place at the entrance to the pier.

Table of tolls to be put up.

35. When any toll-gate is erected by virtue of this Act the Company shall from time to time put up and afterwards continue at every such toll-gate a table printed on a board in distinct and legible black letters on a white ground containing a list distinguishing the several tolls and charges to be paid by virtue of this Act and shall renew the boards whenever any of the letters or figures thereon are worn out defaced or obliterated and the Company shall not demand or take at any toll-gate any toll or charge except while the board so painted remains affixed at or near to the toll-gate.

Company may contract with persons for the use of the pier.

36. The Company may grant to passengers and promenaders or others pass tickets for the use of the pier on such terms and for such periods not exceeding one year as may be agreed on but so that no preference be given to any person Such a pass ticket shall not be transferable and shall not be used by any person except the person 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 ticket he shall for every such offence be liable to a penalty not exceeding twenty shillings to be recovered and applied as penalties are recoverable and applicable under the Harbours Docks and Piers Clauses Act 1847.

Exemption of Custom House officers from rates.

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

Removal of Chain Pier and prevention of danger to navigation.

38. Whenever the Company shall remove the Chain Pier they shall also remove all the piles pillars and supports thereof to the satisfaction of the Board of Trade and in the event of the Company having abandoned the removal of the pier after it has been commenced the Board of Trade may remove the same or any part of it

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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 recoverable with costs as a penalty is recoverable from the Company.

During the removal of the said pier or in case the Company shall abandon the removal after it has been commenced the Company shall lay down such buoys exhibit such lights or take such other means for preventing as far as may be danger to navigation as shall from time to time be directed by the Corporation of Trinity House of Deptford Strond and shall apply to that Corporation for directions as to the means to be taken and the Company shall be liable to a penalty not exceeding ten pounds for every month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Company to exhibit lights.

39. 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.

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

Lights on works.

40. 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 this section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Provision against danger to navigation.

41. In case of injury to or destruction or decay of the pier or works or any part thereof the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of the Trinity House of Deptford Strond and shall apply to that Corporation for directions as to the means to be taken and the Company shall be liable to a penalty not exceeding ten pounds for every month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Survey of works by Board of Trade.

42. 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.

43. 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.

44. Nothing in this Act shall entitle any person with any vessel or boat to ship or unship at the pier authorised by this Act any sheep cattle or merchandise or to ship or unship there anything which in the judgment of the Company might in any manner interfere with the use of the pier for recreation or the embarking or landing of passengers.

Sale and transfer of undertaking of Pier Company to the Company.

45. The Pier Company 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 vendors and purchasers agree The Company shall not after the completion of such sale and transfer use or take any rates or charges for the use of the Chain Pier or any works or property of the Pier Company and shall take down and remove the pier and any buildings connected therewith as required by this Act Provided always that any sale of the undertaking of the Pier Company to the Company shall be evidenced by a duly stamped deed or deeds of conveyance or other assurance which shall be produced to the Commissioners of Inland Revenue by the Company within three months from the date of vesting and in default of such production the ad valorem stamp duty together with interest at the rate of five pounds per centum per annum from the date of vesting to the date of payment shall be recoverable from the Company together with full costs of suit and all costs and charges attending the same.

Stamp duty on deed of conveyance.

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Agreement confirmed.

46. The agreement set forth in the Second Schedule to this Act 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 to be exercised by the Company.

47. 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 and 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 may be exercised and enjoyed accordingly under and with the same regulations restrictions obligations penalties and immunities in accordance with that Act and this Act respectively as by the Pier Company and their directors officers and servants.

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

48. 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 of premises agreed to be transferred.

49. 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 or other assurance 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 lessees tenants or occupiers be transferred to and vested in the Company absolutely but the 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.

Actions &c. not to abate.

50. 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 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 sale or transfer be continued prosecuted or enforced by or against the Pier Company either solely or as the case may require jointly with such other company or with such person as if no such sale or transfer had been made.

Pier Company to wind up their affairs.

51. 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.

52. 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 the 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.

53. 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.

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General saving of rights under Act relating to Pier Company.

54. Notwithstanding the dissolution 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.

Company may provide steamboats for the conveyance of passengers.

55. The Company may hire or charter steam-boats or make agreements with the owners of any steam-boats for the conveyance of passengers to and from the pier and may demand and take reasonable sums for the use thereof.

Agreements with the Brighton Aquarium Company.

56. The Company may make and carry into effect agreements with the Brighton Aquarium Company with reference to the issue by either company of joint tickets of admission to the pier and aquarium and the division of the charges for the use of the same the supply of electric or other means of lighting and any incidental matters.

Prohibition of nuisances.

57. 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.

Saving rights of the Crown in the foreshore.

58. 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 exercisable by the Queen's Majesty Her heirs or successors.

Saving rights of the Crown.

59. 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 Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to 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 exercisable by the Queen's Majesty Her heirs or successors.

Pier and works to be deemed to be within borough and parish of Brighton.

60. The pier buildings and 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 the parish of Brighton and to form part of that borough and parish.

Costs of Act.

61. 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.

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The FIRST SCHEDULE referred to in the foregoing Act.

I.—Rates on Passengers and Promenaders using the Pier.

	£	s.	d
For every passenger or other person who shall land on the pier from or embark from it on board of any ship vessel packet or passage-boat for each and every time any sum not exceeding - -	0	0	4
For every person who shall use the pier for the purpose of walking for exercise pleasure or any other purpose except for embarking or disembarking for each and every time any sum not exceeding - - - - - - -	0	0	3
For every bath or sedan chair taken on the pier for each and every time any sum not exceeding - - - - -	0	0	6
For every perambulator for each and every time any sum not exceeding - - - - - -	0	0	2
For every master of any vessel boat or wherry being an inhabitant of the town of Brighton and using the pier for the purpose of going to or returning from his own vessel boat or wherry an annual sum not exceeding - - - - -	1	0	0

II.—Rates on Passengers' Luggage.

For every trunk portmanteau box parcel or other package within the description of luggage exceeding twenty-eight pounds and not exceeding one hundred and twelve pounds - - -	0	0	2
For every one hundred and twelve pounds weight or fractional part thereof in addition - - - - -	0	0	3

III.—Rates on Vessels using the Pier.

For every vessel under the burden of fifteen tons per ton - -	0	0	4
For every vessel of the burden of fifteen tons and under fifty tons per ton - - - - - - -	0	0	6
For every vessel of the burden of fifty tons and under one hundred tons per ton - - - - -	0	0	8
For every vessel of the burden of one hundred tons and under one hundred and fifty tons per ton - - - - -	0	0	10
For every vessel of the burden of one hundred and fifty tons and upwards per ton - - - - -	0	1	0
For every lighter for each trip per ton - - -	0	0	2

IV.—Rates for laying Water Mains on Pier.

Water for the first one hundred gallons - - - -	0	0	6
Water for every additional one hundred gallons - -	0	0	2

The SECOND SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the first day of June 1888 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 FRANK IRVINE of Ashurst Grove Willesden in the County of Middlesex WILLIAM IRVINE of the same address GEORGE WALLIS of Farnborough in the County of Southampton JOHN HOWARD of 24 Basinghall Street in the City of London and RICHARD BAKER of 205 Norwood Road Herne Hill in the County of Surrey on behalf of the BRIGHTON MARINE PALACE AND PIER 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 in the county of Sussex on the first day of June one thousand eight hundred and eighty-eight a copy of this agreement and also a copy of the Brighton Marine Palace and Pier Bill introduced into Parliament for the purpose (inter alia) of enabling the vendors to sell their property and undertaking to 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 And whereas in consideration of this agreement the parties hereto for themselves their successors and assigns as regards the vendors and the parties hereto of the second part for themselves 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 fifty pounds per share all the shares of the vendors in the undertaking known as the Royal Suspension Pier at Brighton in the county of Sussex and also the pier and property comprised in such undertaking as the same is partly freehold and partly copyhold of the manor of Brighthelmston the issued capital being thirty thousand pounds in three hundred shares of one hundred pounds each 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' Company but subject to all existing leases tenancies or agreements now subsisting but not including any materials tools implements or appurtenances detached from the pier.

2. The purchase shall be completed and the purchasers entitled to possession and receipt of the rents and profits as from the twenty-fifth day of March one thousand eight hundred and eighty-nine and the purchase-money be 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 twenty-fifth day of March one thousand eight hundred and eighty-nine the said purchase-money

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shall bear interest at the rate of six pounds per centum per annum from that day until completion All outgoings shall be paid by the vendors up to the said twenty-fifth day of March one thousand eight hundred and eighty-nine and the vendors' undertaking shall be handed over free from all debts and liabilities up to that date.

3. The property is agreed to be sold subject to the subsisting rights (if any) of the Brighton Marine Kursaal Company under the Brighton Marine Kursaal Act of 1883 and under an Agreement made the twenty-second day of December one thousand eight hundred and eighty-two between the Brighthelmston Suspension Pier Company and Major Hammerton Crump Charles Eley Elim Henry d'Avigdor and Arthur Stanley Felton on behalf of the Brighton Marine Kursaal Company or any agreement subsequent thereto.

4. The vendors are to be at full liberty to deposit a Bill in the next session of Parliament or in any subsequent session for power to sell and transfer their undertaking to any person other than the Company unless before the time for publishing the notices for such Bill the purchasers have paid a deposit of fifty shillings per share being five per cent. of the purchase-money into the hands of Messieurs Hall and Company Union Bank Brighton Such deposit is to be absolutely forfeited to the vendors 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.

5. The property is agreed to be sold 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 after the payment of such deposit.

6. The purchasers will proceed with their application to Parliament and will insert in the Bill all such clauses and provisions as may be necessary for carrying out this agreement.

7. This agreement is conditional on an Act of Parliament being obtained during the Session of 1888 for the sale and transfer of the vendors' property and undertaking to the purchasers on the terms herein mentioned.

8. The purchasers shall on the completion of the purchase pay to the vendors 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 representing them and in relation thereto not exceeding the sum of two hundred pounds including any expenses incurred or to be incurred in Parliament by them in relation to the Brighton Marine Palace and Pier Bill 1888.

9. The vendors shall at any time after the completion of the purchase of the vendors' undertaking by the Company when required by them do all acts and execute or procure to be executed all documents necessary for vesting the undertaking in the purchasing Company and for the dissolution and winding up of the vendor Company.

10. This agreement to be scheduled to the Act incorporating the Brighton Marine Palace and Pier Company for the purpose of forming part of such Act and to the intent that the agreement hereby entered into shall be binding

and conclusive on the several parties thereto subject to such alterations as Parliament may think fit to make therein and shall immediately after the passing of the Act be binding on the Company thereby incorporated as if that Company had been incorporated at the date of these presents and had affixed their corporate seal thereto.

11. From and after the date when the said Bill (amended in accordance with this agreement or as Parliament may with the consent of the vendors authorise) receives the Royal Assent or is thrown out or abandoned all personal liability on the part of the said Frank Irvine William Irvine George Wallis John Howard and Richard Baker shall cease and be at an end.

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

The seal of the Brighthelmston Suspension Pier Company was affixed and the signatures of the Chairman (Thomas Faulconer Wisden) and Secretary (Hugh Snelling) attached in the presence of

FREDERICK E. SAWYER
Solicitor Clerk to Messrs. Freeman Gell and Co. Solicitors Brighton.

T. F. WISDEN
Chairman.

HUGH SNELLING
Secretary.

Seal of the Brighthelmston Suspension Pier Company.

Signed sealed and delivered by the above - named John Howard Richard Baker William Irvine and Frank Irvine in the presence of

CONSTANTINE NOMICO
182 Friern Road
East Dulwich
Accountant.

JOHN HOWARD L. S.

RICHARD BAKER L. S.

WILLIAM IRVINE L. S.

FRANK IRVINE L.S.

Signed sealed and delivered by the above named George Wallis in the presence of

CONSTANTINE NOMICO
182 Friern Road
East Dulwich
Accountant.

GEORGE WALLIS L.S.

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