

[1 EDW. 8. &
1 GEO. 6.]

*Folkestone
Pier and Lift Act, 1937.*

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CHAPTER xxxvii.

An Act to empower the Folkestone Pier and Lift Company to sell by agreement the undertaking of that company and for other purposes
A.D. 1937.
—
[10th June 1937.]

WHEREAS by the Folkestone Pier and Lift Act 1884 (hereinafter in this Act referred to as "the Act of 1884") the Folkestone Pier and Lift Company (hereinafter in this Act referred to as "the Company") were incorporated with power to make the pier and other works therein mentioned with a capital of forty thousand pounds and borrowing powers of ten thousand pounds : 47 & 48 Vict. c. ccxxxvii.

And whereas by the Folkestone Pier and Lift Act 1890 (hereinafter in this Act referred to as "the Act of 1890") such borrowing powers were repealed and fresh power to borrow ten thousand pounds was conferred upon the Company : 53 & 54 Vict. c. cxlvii.

And whereas the present issued capital of the Company is thirty-seven thousand one hundred and sixty pounds and the Company have borrowed on security of their undertaking the sum of eight thousand six hundred pounds :

And whereas the Company have constructed under the powers of the Act of 1884 the pier and certain of the other works therein mentioned and have expended a sum of upwards of forty-two thousand pounds :

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And whereas the Company have not made any profits for a considerable number of years :

And whereas it is expedient that the undertaking of the Company should be sold and that power for that purpose should be conferred on the Company and that the other provisions of this Act should be enacted :

And whereas the objects aforesaid cannot be attained without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the King'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 and
collective
titles.

1. This Act may be cited as the Folkestone Pier and Lift Act 1937 and the Act of 1884 the Act of 1890 and this Act may be cited together as the Folkestone Pier and Lift Acts 1884 to 1937.

Incorporation.

2. The following parts of Acts are except where expressly varied by this Act incorporated with and form part of this Act (that is to say) :—

8 & 9 Vict.
c. 18.

The Lands Clauses Acts except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement and with respect to the entry upon lands by the promoters of the undertaking and except sections 127 to 132 of the Lands Clauses Consolidation Act 1845 relating to the sale of superfluous lands;

10 & 11 Vict.
c. 27.

The Harbours Docks and Piers Clauses Act 1847 except sections 6 to 13 16 to 19 (unless the Company shall be required by the Board of Trade to provide and maintain a lifeboat and a tide gauge and a barometer) and except sections 25 and 26 and sections 84 to 87 of that Act.

Interpretation.

3. In this Act the following words and expressions shall unless the context otherwise requires have the meanings hereinafter assigned to them (namely) :—

“The Harbours Clauses Act 1847” means the Harbours Docks and Piers Clauses Act 1847;

“The Company” means the Folkestone Pier and Lift Company; A.D. 1937.

“The date of transfer” means the date on which the sale of the undertaking under the authority of this Act is completed;

“The date fixed for transfer” means the date fixed by the agreement for the completion of the sale of the undertaking under the authority of this Act;

“The agreement” means the agreement set forth in Part I of the First Schedule to this Act;

“The supplemental agreement” means the agreement set forth in Part II of the First Schedule to this Act;

“The pier” means the pier and other works connected therewith authorised to be constructed by the Company under the powers of the Act of 1884;

“The undertaking” includes—

(a) the pier;

(b) all lands buildings machinery plant and apparatus deeds leases agreements contracts plans specifications engineers’ opinions and reports books vouchers letters and other documents and stores of the Company on the date fixed for transfer;

(c) all rights easements powers privileges authorities exemptions and other rights and interests of the Company whether statutory or otherwise vested in or had or enjoyed by the Company at the date fixed for transfer;

(d) all other the real and personal property assets and effects of the Company of whatever nature on the date fixed for transfer except all moneys of the Company cash in hand and cash standing to the credit of the Company at their bankers and all debts and sums of money due or accruing due to the Company on the date fixed for transfer;

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“The pier company” means Victoria Pier (Folkestone) Limited;

“The Minister” means the Minister of Transport;

“Vessel” means steamer ship barge trow boat and craft of every class and description however propelled.

Power to
sell under-
taking by
agreement
and con-
firmation
of agree-
ments.

4.—(1) The Company may enter into and carry into effect an agreement for the sale of the undertaking to the pier company.

(2) The agreement and the supplemental agreement are hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications (if any) as may be agreed between the said parties in writing under their respective common seals.

(3) The sale of the undertaking shall be completed by the execution by the Company of a deed which may be in the form set forth in the Second Schedule to this Act or in such other form as the circumstances may necessitate.

Transfer
of under-
taking.

5. As from the date of transfer the undertaking shall be transferred to and vested in the pier company freed and discharged from all debenture stock mortgages debenture mortgages and other charges or incumbrances upon or affecting the undertaking and from all judgment and other debts and liabilities of the Company affecting the same but subject to the observance and performance by the pier company of all statutory duties and obligations in connection with the working management and maintenance of the undertaking subsisting at the date of transfer.

Considera-
tion.

6. The price or consideration to be paid for the undertaking by the pier company to the Company shall be the sum of eight thousand pounds together with any interest payable thereon and shall be paid in cash on the date of transfer.

Receipt for
considera-
tion.

7. The receipt in writing of a director of the Company for any money paid to the Company shall effectually discharge the pier company from the sum which in such receipt shall be acknowledged to have been received and from being bound to see to the application thereof

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and from being answerable or accountable for the loss misapplication or non-application thereof and if from any cause the pier company are unable to obtain any such receipt they may pay the money due to the Company into the Bank of England in the name of the Accountant-General for and on behalf of the Supreme Court to an account to be opened in the matter of this Act and a receipt shall be given to the pier company by the cashier of the said bank for the money which shall have the same effect as the receipt of a director of the Company.

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8. As from the date of transfer the pier company may subject to the provisions of this Act equip work use maintain repair renew improve and strengthen the pier and may exercise and enjoy all or any of the rights easements powers privileges authorities and exemptions (including all powers of demanding taking and recovering tolls rates fares and charges) which at the date of transfer were under the Folkestone Pier and Lift Acts 1884 to 1937 vested in or had or enjoyed by the Company.

Pier company to exercise powers of Company.

9. The price or consideration to be paid by the pier company to the Company under the section of this Act of which the marginal note is "Consideration" shall together with any other available assets of the Company be distributed in accordance with the provisions contained in the Third Schedule to this Act and upon the provisions contained in the said schedule being carried into effect the Company shall ipso facto be dissolved.

Application of consideration and other assets of Company.

10. Subject to the provisions of this Act nothing in this Act shall be held to prejudice or affect any right or cause of action or suit or remedy which the Company have against any person or which any person has against the Company but all such rights causes of action suits and remedies shall be prosecuted by or against the Company as if this Act had not been passed.

Saving rights of action.

11.—(1) Subject to the provisions of this Act the Company may construct maintain alter improve and use temporarily or permanently piles groynes cofferdams approaches landing stages and places steps moorings buoys tramways toll-houses pay-boxes gates

Powers as to further and subsidiary works.

A.D. 1937. and such other works and conveniences as may be requisite or expedient for the purposes of or in connection with the pier or the construction maintenance and use thereof or for the purposes of the Folkestone Pier and Lift Acts 1884 to 1937 A line of rails or tramway constructed under the powers of this Act shall not be used for the public conveyance of passengers unless and until it has been inspected and certified by the Minister to be fit for that purpose :

Provided that the Company shall not construct alter or improve any of the works mentioned in this subsection without the consent in writing of the Right Honourable William seventh Earl of Radnor or his successors in title.

(2) Subject to the provisions of this Act and of any other enactment relating to the matters specified in this subsection the Company may construct and maintain on the pier and may furnish stock and equip and make such reasonable charges as they think fit for the use of and admission from the pier to fishing platforms bathing stages pavilions theatres cinemas skating rinks buildings galleries saloons assembly concert lecture waiting refreshment reading and other rooms automatic machines rides amusement devices bicycle stands bandstands arcades shops bazaars kiosks aquaria waterclosets lavatories and sanitary and other conveniences.

(3) Any charge made under the provisions of subsection (2) of this section shall be in addition to and not in lieu of any rate charged for the use of the pier under the Folkestone Pier and Lift Acts 1884 to 1937.

45 & 46 Vict.
c. 56. (4) Nothing in this section shall authorise the Company to interfere with or obstruct the access to any works (as defined by the Electric Lighting Act 1882) of the Folkestone Electricity Supply Company Limited without the consent in writing of the Folkestone Electricity Supply Company Limited which consent shall not be unreasonably withheld and may be given subject to reasonable terms and conditions.

Any question as to whether or not any consent under this subsection has been unreasonably withheld or as to whether or not any terms and conditions subject to which any consent is given under this subsection

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are reasonable shall be referred to and determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration. A.D. 1937.
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12. The Company may for the purpose of the undertaking purchase lease or take by agreement and hold any lands not exceeding in the whole five acres but nothing in this section shall exempt the Company from any proceedings for nuisance caused or permitted by them on land acquired by them under the power conferred by this section. Acquisition of lands by agreement.

13. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of the Folkestone Pier and Lift Acts 1884 to 1937 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. Power to grant easements &c. by agreement.

14. The Company may confer vary or extinguish exemptions from and compound with any person with respect to the payment of rates authorised by the Folkestone Pier and Lift Acts 1884 to 1937 but so that no preference be in any case given to any person over any other person using the pier under the like circumstances and that anything done under this section shall not prejudice the other provisions of this Act. Power to confer exemptions and compound for rates.

15. The Company may (so far as the rates specified in the schedule to the Act of 1884 do not extend) demand and recover such reasonable rates or other consideration as they may determine for the use of any buildings works and conveniences belonging to or provided by them or in respect of any services rendered by them in connection with the pier. Rates in respect of services &c.

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Power to
close pier
on special
occasions.

16.—(1) The Company may on any special occasions but not exceeding twelve days in any one year or for more than three days consecutively close the pier against the public and may if they think fit on such occasions admit any persons to the pier on payment of such special rates of admission not exceeding two shillings for each person as the Company may think fit.

(2) On all such occasions the Company shall reserve a sufficient passage along the pier from the landing steps to the shore for all persons landing or embarking at the pier the reserved passage to be open for use by those persons at the ordinary charge and without payment of the special rate authorised by this section so long as they use the pier as a passage only and do not remain upon it.

(3) The special rate charged under this section shall be in lieu of and not in addition to any rate that may be chargeable for the use of the pier under the Folkestone Pier and Lift Acts 1884 to 1937 and any person paying the special rate shall not be liable to pay any further or other rate or sum for admission to the pier on the day for which the special rate is charged.

(4) The Company shall give notice of their intention to close the pier under this section by exhibiting a notice conspicuously at the entrance to the pier during at least two days before the day on which the pier is to be closed.

Pass and
family
tickets.

17.—(1) The Company may grant to passengers and promenaders or others for the use of the pier (either exclusively or not of any building or room for the time being thereon) pass tickets or family tickets at such rates on such terms and conditions and for such periods not exceeding one year as the Company may think fit and may issue books containing any number of pass tickets at a reduced rate and may grant in like manner day tickets available for one day or part of a day only but for any number of admissions on such day or part of a day at a reduced rate but so that no preference be given to any person.

(2) The Company shall have power to prescribe the terms and conditions on which pass tickets and family tickets are issued and the persons by whom such tickets may be used.

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(3) A pass ticket shall not be transferable and shall not be used by any person except the person to whom it is granted. A pass ticket or family ticket shall not be used otherwise than in accordance with the terms and conditions on which it is issued or after the period limited for its use.

(4) There shall be printed on every pass ticket and family ticket the terms and conditions upon and subject to which the same is issued.

(5) If any person wilfully and with intent to defraud acts in any way in contravention of the provisions of this section or uses or attempts to use any false or counterfeit ticket he shall for each offence be liable to a penalty not exceeding twenty shillings.

(6) In the event of any pass or family tickets for the use of the pier being granted by arrangement with the proprietors or masters of any passenger vessels engaged in transporting passengers to or from the pier to passengers landing or embarking at the pier from or upon any such passenger vessels any such arrangement shall be deemed to be an agreement between the Company and such proprietors or masters by way of composition for rates and the provisions of section 32 of the Harbours Clauses Act 1847 incorporated with this Act shall apply thereto accordingly.

18.—(1) Notwithstanding anything contained in the Folkestone Pier and Lift Acts 1884 to 1937 the Company may charge for every person entering upon and using the pier between the hours of six p.m. and ten p.m. on any day on which a concert or other public entertainment (lasting for at least one and a half hours between the said hours of six p.m. and ten p.m.) is held on the pier or in any pavilion building or room for the time being thereon any sum not exceeding sixpence.

Power to charge higher rates at certain times.

(2) Any person who having already paid the ordinary charge for using the pier remains on the pier after six p.m. on any such day as in the preceding subsection mentioned shall have credit for the sum already paid by him and shall be liable in addition thereto to pay only the difference between the special charge and the sum already paid by him as aforesaid.

(3) Notwithstanding the progress of any concert or other public entertainment the Company shall reserve

A.D. 1937. — a sufficient passage along the pier from the landing steps to the shore for all persons landing or embarking at the pier the reserved passage to be open for use by those persons at the ordinary charge and without payment of the special rate authorised by this section so long as they use the pier as a passage only and do not remain upon it.

(4) A copy of this section shall be exhibited in print at the entrance to the pier and in some conspicuous place or places on the pier.

Payment
of rates not
to confer
right to use
buildings
&c.

19. No pass or family ticket or payment of rates payable under the Folkestone Pier and Lift Acts 1884 to 1937 for the use of the pier shall entitle the holder of the pass or family ticket or the person paying the rates to the use of the buildings and erections on the pier or any of them or of any part of the pier which is set apart for a particular purpose unless the Company otherwise determine.

Power to
re-sell un-
dertaking.

20.—(1) The pier company and any company corporation or person in whom the undertaking may for the time being be vested may with the previous consent in writing of and upon such terms and conditions as may be sanctioned by the Minister sell the undertaking and the purchaser to the extent authorised by his conveyance shall have and may exercise all or any of the rights powers privileges authorities and exemptions (including all powers of demanding taking and recovering tolls rates fares and charges) vested in or had or enjoyed by the Company under the Folkestone Pier and Lift Acts 1884 to 1937 and shall be subject to all the liabilities and obligations to which the Company are subject and shall perform all the duties of the Company under those Acts.

(2) The pier company and any company corporation or person in whom the undertaking may for the time being be vested shall within one month after the date of any conveyance made under this section deposit a certified copy thereof with the Minister and shall as from the expiration of that month be liable to a penalty not exceeding twenty pounds for every week or part of a week during which they refuse or neglect to comply with this subsection.

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21.—(1) The Company may with the previous consent in writing of and upon such terms conditions and restrictions and for such period as may be approved by the Minister lease to any company corporation or person (a) the undertaking or (b) the right to demand take and recover the tolls rates fares and charges authorised by the Folkestone Pier and Lift Acts 1884 to 1937.

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Power to
lease
undertaking
or rates.

(2) As from the commencement of any lease made under the last preceding subsection the lessee during the continuance of and to the extent provided in his lease shall have and may exercise all or any of the rights powers privileges authorities and exemptions (including all powers of demanding taking and recovering tolls rates fares and charges) vested in or had or enjoyed by the Company under the Folkestone Pier and Lift Acts 1884 to 1937 and shall be subject to all the liabilities and obligations to which the Company are subject and shall perform all the duties of the Company under those Acts.

(3) No lease made under this section shall be assigned without the previous consent in writing of the Minister and the provisions of this Act with respect to such lease or to the lessee shall apply to any such assignment or to the assignee respectively.

(4) The Company shall within one month after the date of any lease made under this section deposit a certified copy thereof with the Minister and shall upon failure to do so be liable to a penalty not exceeding twenty pounds.

(5) No lease made under this section shall be made in consideration or part consideration of any fine premium or other capital sum.

(6) Nothing in this section shall exempt the Company from their obligation to keep and render accounts and as from the date of any lease made under this section all the provisions of the Harbours Clauses Act 1847 incorporated with this Act as to the keeping delivery and audit of accounts shall apply to and be binding upon as well the lessee as the Company and all moneys received by the Company under or in respect of any such lease shall be deemed to be moneys levied by virtue of and income received under this Act.

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Power to
lease pavilions &c.

22. The Company may let for hire or lease for any term not exceeding seven years any pavilions theatre cinema buildings rooms shops or other buildings or structures separately from any other part of the undertaking to any company corporation or person upon such terms pecuniary or otherwise and under such restrictions and conditions as they think fit.

Byelaws.

23.—(1) In addition to any other powers for making byelaws conferred on the Company by this Act they may make byelaws in relation to the pier for all or any of the following matters (that is to say):—

For regulating the collection and levying of the rates authorised by the Folkestone Pier and Lift Acts 1884 to 1937;

For regulating the vessels near to or goods on the pier;

For regulating the conditions of the user of any portion of the pier and buildings and other property thereon or attached thereto;

For preventing nuisance or annoyance by smoke and noise caused by vessels and the machinery and appliances thereof;

For preventing injury to and protecting the pier and buildings and other property thereon or attached thereto;

For preventing refuse of any kind being thrown or suffered to fall into the sea within the limits of the Act of 1884;

For regulating the conduct of persons frequenting the pier and preserving order thereon;

For regulating the removal and disposal of ballast brought by vessels to the pier and for preventing ballast being thrown overboard from vessels within the limits of or so as to obstruct access to the pier.

(2) The byelaws which may from time to time be made by the Company in exercise of the power in that behalf conferred on them by this Act or by section 83 of the Harbours Clauses Act 1847 incorporated with this Act may provide for imposing a penalty not exceeding forty shillings for the breach or non-observance of any of the byelaws.

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(3) Notwithstanding the provisions of any Act relating to the procedure for the making of byelaws by the Company the provisions of subsections (3) to (6) of section 250 and section 252 of the Local Government Act 1933 shall apply to all byelaws to be made by the Company (whether under this Act or otherwise) in respect of the undertaking except such as relate solely to the Company and their officers or servants and in the application of such last mentioned provisions the Minister shall be the confirming authority: A.D. 1937.
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23 & 24
Geo. 5. c. 51.

Provided that—

- (a) in the case of any byelaws which the Minister in consultation with the Board of Trade shall deem primarily to concern the interests of navigation the provisions of this section shall apply as if the said Board were substituted for the Minister;
- (b) no byelaw affecting the foreshore below high-water mark shall come into operation until the consent of the Board of Trade has been obtained;
- (c) confirmation of any such byelaws by the Minister or the Board of Trade shall be sufficient evidence of compliance with the provisions of this section.

24. The Company may appoint officers for securing the observance of the byelaws made by the Company under this Act in respect of the pier and may from time to time procure such officers to be sworn as constables for that purpose but no such officers shall act as constables until so sworn in and unless in uniform or provided with a warrant. Appoint-
ment of
officers
to enforce
byelaws.

25.—(1) In case of injury to or destruction or decay of the works by this Act authorised or any part thereof so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides 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 Trinity House Deptford Strond and shall apply to that corporation for directions as to the means to be taken. Provision
against
danger to
navigation.

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(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty not exceeding one pound for every day during which they omit after conviction thereof so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Permanent
lights on
works.

26.—(1) After the completion of the works by this Act authorised the Company shall at the outer extremity of those works below high-water mark of ordinary spring tides exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Corporation of Trinity House Deptford Strond shall from time to time direct.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Lights on
works
during con-
struction.

27.—(1) The Company shall at or near such part of the works by this Act authorised as shall be below high-water mark of ordinary spring tides during the whole time of the construction alteration or extension of the same exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade shall from time to time require or approve.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Abatement
of work
abandoned
or decayed.

28.—(1) Where any work constructed by the Company under the powers of this Act and situate wholly or partially on under or over the shore or bed of the sea or of any creek bay arm of the sea or navigable river communicating therewith below high-water mark of

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ordinary spring tides is abandoned or suffered to fall into decay the Board of Trade may by notice in writing either require the Company at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides or any portion thereof or require them to abate or remove the same and restore the site thereof to its former condition to such an extent and within such limits as the Board of Trade may think proper.

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(2) If during the period of thirty days from the date when the notice is served upon the Company they have failed to comply with such notice the Board of Trade may execute the works required to be done by the notice at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

29. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct 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 shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

Survey of
works by
Board of
Trade.

30. The Company shall not under the powers of this Act construct on under or over the shore or bed of the sea or of any creek bay arm of the sea or navigable river communicating therewith below high-water mark of ordinary spring tides any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries under secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of in writing under hand as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any alteration or extension

Works
below high-
water mark
not to be
constructed
without
consent of
Board of
Trade.

A.D. 1937. — the like consent or approval. If any work be commenced altered extended or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost and charge of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

Recovery of penalties.

31. All penalties recoverable by the Company under this Act shall be recovered and applied as penalties are recoverable and applicable under the Harbours Clauses Act 1847 incorporated with this Act.

Officers exempt from rates.

32. Officers of the Ministry of Transport Board of Trade and the Corporation of Trinity House of Deptford Strond and police officers acting in the execution of their duty shall at all times have free ingress passage and egress to along and from the pier without payment.

Meters and weighers.

33. The Company shall have the appointment of meters and weighers within the limits of the Act of 1884.

Annual accounts to be sent to Minister.

34.—(1) The Company shall every year cause an annual account in abstract to be prepared showing the total receipt and expenditure of all moneys levied by virtue of this Act for the year ending the thirty-first day of December or some other convenient day in each year under the several distinct heads of receipt and expenditure with a statement of the balance of such account duly audited and certified by the secretary for the time being of the Company and shall send a copy of the said account to the Minister within two months after the date on which such account shall end and the sixteenth section of the General Pier and Harbour Act 1861 Amendment Act shall apply to and include the Company and any and every such account.

25 & 26 Vict.
c. 19.

(2) The Company shall as from the expiration of that period be liable to a penalty not exceeding twenty pounds if they refuse or neglect to comply with the foregoing provisions.

For protection of Lord Radnor.

35. For the protection of the Right Honourable William seventh Earl of Radnor and his successors in title (hereinafter referred to as "Lord Radnor")

the following provisions shall unless otherwise agreed in writing between the Company or the pier company as the case may be on the one hand and Lord Radnor on the other hand apply and have effect (that is to say) :—

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- (1) Nothing contained in this Act shall dispense with the necessity for obtaining the consent of Lord Radnor to the sale of the undertaking to the pier company in accordance with the provisions of a lease dated the ninth day of July one thousand eight hundred and ninety-one and made between the Right Honourable William Earl of Radnor of the one part and the Company of the other part :
- (2) As from the date of transfer the pier company will pay the rents reserved by and perform and observe the covenants on the part of the Company and the conditions contained in the said lease of the ninth day of July one thousand eight hundred and ninety-one a licence dated the eighth day of March one thousand nine hundred and ten and made between the Right Honourable Jacob sixth Earl of Radnor of the one part and the Company of the other part and a licence dated the nineteenth day of September one thousand nine hundred and thirty-three and made between Lord Radnor of the one part and the Company of the other part respectively and will otherwise be subject to and observe the provisions of the said lease and licences as if the pier company had been the original lessees or licensees in place of the Company :
- (3) Nothing contained in this Act shall prejudice over-ride or affect an agreement dated the thirtieth day of May one thousand eight hundred and eighty-four and made between the Folkestone Promenade Pier Company of the one part and the Right Honourable Jacob fourth Earl of Radnor of the other part the said lease of the ninth day of July one thousand eight hundred and ninety-one and the said two licences of the eighth day of March one

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thousand nine hundred and ten and the nineteenth day of September one thousand nine hundred and thirty-three respectively and the powers conferred on the Company and the pier company by the provisions of this Act and in particular (but without prejudice to the generality of the foregoing) the sections of this Act whereof the marginal notes are—

“ Powers as to further and subsidiary works ” ;

“ Power to re-sell undertaking ” ;

“ Power to lease undertaking or rates ” ;

shall be exercised subject to and in accordance with the said agreement lease and licences :

- (4) Notwithstanding anything contained in the section of this Act of which the marginal note is “ Powers as to further and subsidiary works ” no bathing stages shall be constructed or provided and no bathing permitted from so much of the pier as is north of low-water mark of ordinary tides.

Crown
rights.

36. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises 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 land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands or of the Board of Trade respectively without the consent in writing of the Commissioners of Crown Lands or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose.

Inquiries by
Minister.

37. The Minister may cause to be held such inquiries as he may consider necessary in regard to the exercise of any powers or duties conferred or imposed upon him under this Act and subsections (2) to (5) of section 290 of the Local Government Act 1933 shall apply to any such inquiry as if it were an inquiry held in pursuance of subsection (1) of that section and the Company were a local authority.

38.—(1) As from the passing of this Act the following provision of the Act of 1884 is hereby repealed:— A.D. 1937.

Section 44 (Company may contract with persons for the use of the pier and lift).

Repeal.

(2) As from the date of transfer the following provisions of the undermentioned Acts shall be repealed:—

The Act of 1884—

- Section 2 (Incorporation of Acts);
- Section 4 (Dissolution and re-incorporation of Company);
- Section 5 (Present property vested in Company incorporated by this Act);
- Section 7 (Saving previous rights and liabilities);
- Section 8 (Contracts prior to the passing of this Act to be binding);
- Section 9 (Actions &c. not to abate);
- Section 10 (Directors of limited company to be indemnified);
- Section 11 (Company to satisfy liabilities of limited company);
- Section 12 (As to payment of debts owing before the passing of this Act);
- Section 13 (Certificates &c. to remain in force);
- Section 14 (Officers to continue until removed);
- Section 15 (Power to make pier and lift according to deposited plans) the words “and the Folkestone Bathing Company Limited”;
- Section 23 (Capital);
- Section 24 (Appropriation of shares);
- Section 25 (Company to call in and cancel existing share certificates and issue new certificates in lieu thereof);
- Section 26 (Shares not to issue until one-fifth paid up);

A.D. 1937.

- Section 27 (Calls);
Section 29 (Arrears may be enforced by appointment of a receiver);
Section 30 (Debenture stock);
Section 31 (Priority of mortgages &c. over other debts);
Section 32 (Application of moneys);
Section 33 (First ordinary meeting);
Section 34 (Number of directors);
Section 35 (Qualification of directors);
Section 36 (Quorum);
Section 37 (First directors Election of directors);
Section 38 (Receipt in case of persons not sui juris);
Section 43 (Table of tolls to be put up);
Section 45 (Board of Trade officers exempt from rates);
Part IV (Rates on persons using the lift) of the schedule.

The Act of 1890—

The whole Act.

Pier to be in parish and borough of Folkestone.

39. So much of the pier as is made and constructed in and upon the foreshore and bed of the sea shall be deemed to be for all purposes within the parish and borough of Folkestone in the county of Kent.

Copy of Act to be registered.

40. The pier company shall deliver to the Registrar of Companies a printed copy of this Act and he shall retain and register the same and if such copy is not so delivered within three months from the passing of this Act the pier company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the pier company who knowingly and wilfully authorises such default shall incur a like penalty Every penalty under this section shall be recoverable summarily There shall be paid to the registrar by the pier company on such copy being

[1 EDW. 8. & *Folkestone* [Ch. xxxvii.]
1 GEO. 6.] *Pier and Lift Act*, 1937.

registered the like fee as is for the time being payable A.D. 1937.
under the Companies Act 1929 on registration of any
document other than a memorandum of association or 19 & 20
the abstract required to be delivered to the registrar Geo. 5. c. 23.
by a receiver or manager or the statement required to
be sent to the registrar by the liquidator in a winding up
in England.

41. The costs charges and expenses preliminary Costs of
to and of and incidental to the preparing obtaining and Act.
passing of this Act shall be paid by the Company.

A.D. 1937.

The SCHEDULES referred to in the
foregoing Act.

THE FIRST SCHEDULE.

PART I.

Stamp.

Ten
shillings.

AN AGREEMENT made the twentieth day of May one thousand nine hundred and thirty-six between THE FOLKESTONE PIER AND LIFT COMPANY (hereinafter called "the Company") a company incorporated by the Folkestone Pier and Lift Act 1884 of the one part and VICTORIA PIER (FOLKESTONE) LIMITED a company incorporated under the Companies Act 1929 (hereinafter called "the Purchaser") of the other part.

WHEREAS :—

(A) By a lease (hereinafter referred to as "the lease") dated the ninth day of July one thousand eight hundred and ninety-one and made between the Right Honourable William Earl of Radnor of the one part and the Company of the other part all that piece or parcel of ground abutting upon the Lower Sandgate Road at Folkestone in the county of Kent and more particularly delineated and described upon the plan thereto annexed and therein coloured green together with full liberty and license to maintain and use the pier therein mentioned and the works connected therewith as then constructed and the works connected therewith according to the plans and elevations therein referred to was demised unto the Company for a term of nine hundred years from the first day of June one thousand eight hundred and eighty-four at the yearly rent of twenty-five pounds and subject to the covenants on the part of the Company and conditions therein contained and by licences dated respectively the eighth day of March one thousand nine hundred and ten and the nineteenth day of September one thousand nine hundred and thirty-three permission was given to the Company to erect and use a roller skating pavilion and to erect a shooting gallery and hut and for the user thereof upon the terms and conditions therein mentioned which included a yearly rent of fifteen pounds in addition to the yearly rent reserved by the lease.

[1 EDW. 8. & *Folkestone* [Ch. xxxvii.]
1 GEO. 6.] *Pier and Lift Act, 1937.*

(B) By an underlease (hereinafter referred to as "the underlease") dated the twenty-sixth day of June one thousand nine hundred and twenty-six and made between the Company of the one part and the Victoria Pier (Folkestone) Syndicate Limited (hereinafter called "the syndicate") of the other part the said pier and other buildings and erections therein described together with the rights and chattels therein mentioned were demised by the Company to the syndicate for the term of five years from the seventeenth day of April one thousand nine hundred and twenty-seven at the yearly rent of seven hundred pounds and subject to the covenants on the part of the lessee and conditions therein contained and the underlease contained covenants on the part of the Company and a provision in clause 2 (subclause 5) in the following words (namely) "In the event of the lessors selling the premises hereby demised at any time during the said term the lessees shall on the completion of such purchase forthwith give up vacant possession of the said premises to the Purchaser if he or they shall so require and the demise hereby made shall thereupon determine subject to such Purchaser taking over the whole of the lessees' engagements for managers artistes and band then entered into by them and recouping the lessees ten per cent. as and for expenses out of pocket for agents' commission on engagements such percentage to be paid by the Purchaser to the lessees as and when such Purchaser shall actually pay the artistes and band and subject also to such Purchaser taking over at a fair valuation by two valuers or their umpire in the usual way in case of disagreement the plant equipment and accessories the property of the lessees and also the stock-in-trade then at the refreshment bars at invoice prices plus freights and other charges thereon if any and plus five per cent. from date of such invoices upon all money paid Provided that the lessees shall be entitled to six months' notice before giving up possession of the said premises and in the event of such notice being given prior to the fourteenth day of July in any year then the Purchaser must in addition to the before-mentioned obligations recoup the lessees for any loss they have sustained in running the pier from the opening of the season until the date of giving up possession as aforesaid Provided also that the lessors shall not be liable for or see to the payment of any moneys which the lessees may be entitled to receive from such Purchaser and the lessees shall not be entitled to receive any payment or compensation whatsoever from the lessors in respect of the determination of the said demise but they shall nevertheless be liable in respect of all obligations imposed on them by these presents up to the date of completion of purchase and vacant possession being given of the said demised premises as aforesaid."

(C) By a deed (hereinafter referred to as "the extension deed") dated the twentieth day of March one thousand nine

A.D. 1937.
—
1st Sch.
—cont.

A.D. 1937.

—
1ST SCH.
—cont.

hundred and thirty-five and made between the same parties as the underlease the premises comprised in the underlease were demised by the Company to the syndicate for the term of seven years from the nineteenth day of April one thousand nine hundred and thirty-two at the yearly rent of eight hundred and fifty pounds for the first two years of the said term and the yearly rent of one thousand pounds for the residue of the said term subject to the like covenants and agreements on the part of the lessee and the like provisions for re-entry in case of non-payment of rent or breach of covenant or the happening of any of the other events in the underlease in that behalf mentioned and subject to the like provisions contained in clause 2 (subclause 5) of the underlease and with the benefit of the like covenants and agreements on the part of the lessors and subject to and with the like provisions and conditions in all respects as were in the underlease contained in like manner as if all such covenants agreements and conditions and provisions had been therein repeated with such modifications only as the differences in the term of that lease and other circumstances might require.

(D) By an assignment dated the tenth day of April one thousand nine hundred and thirty-five and made between the syndicate of the one part and Southern Trading Corporation Limited of the other part the premises comprised in the underlease and the extension deed were assigned to Southern Trading Corporation Limited for the residue then unexpired of the said terms of five years and seven years created by the underlease and the extension deed respectively subject to the rents thereby respectively reserved and covenants and conditions and provisions therein contained.

(E) The company has created and issued—

Two thousand and sixty pounds five per cent. debenture stock;

Three thousand nine hundred and forty pounds mortgage to the Southern Railway Company;

Eight hundred pounds five per cent. debenture mortgages;

One thousand eight hundred pounds five per cent. debenture mortgages held by the bank as security of the Company's overdraft;

all of which are hereinafter referred to as "the incumbrances."

Now it is hereby agreed as follows:—

1. The Company shall sell and the Purchaser shall purchase for the sum of eight thousand pounds first all and singular the premises comprised in the lease as the same are held under the

A.D. 1937.

—
1ST SCH.
—cont.

lease for the residue of the said term of 900 years at the rent thereby reserved and subject to the covenants and conditions therein contained together with the benefit of the said licences of the eighth day of March one thousand nine hundred and ten and the nineteenth day of September one thousand nine hundred and thirty-three secondly all the chattels belonging to the Company which are now on the said premises and used in connection therewith and thirdly all other the undertaking of the Company as hereinafter defined subject to the following special conditions and The Law Society's Conditions of Sale (1934 Edition) (hereinafter referred to as "the general conditions") so far as the same are applicable to a sale by private treaty and are not varied by or inconsistent with the following special conditions The expression "the undertaking" includes—

- (a) the pier and other works connected therewith authorised to be constructed by the Company under the powers of the Folkestone Pier and Lift Act 1884;
- (b) all lands buildings machinery plant and apparatus deeds leases agreements contracts plans specifications engineers' opinions and reports books vouchers letters and other documents and stores of the Company on the date fixed for transfer;
- (c) all rights easements powers privileges authorities exemptions and other rights and interests of the Company whether statutory or otherwise vested in or had or enjoyed by the Company at the date fixed for transfer;
- (d) all other the real and personal property assets and effects of the Company of whatever nature on the date fixed for transfer except all moneys of the Company cash in hand and cash standing to the credit of the Company at their bankers and all debts and sums of money due or accruing due to the Company on the date fixed for transfer.

2. The Company's solicitors are Messrs. Frederic Hall and Company of Folkestone aforesaid.

3. The date fixed for completion and for transfer is six months after the date on which the Company acquires statutory power to sell the said property or such earlier date as may be agreed between the parties hereto No deposit shall be payable The purchase money is to be paid on the day fixed for completion and if not so paid will (subject to the provisions of condition 7 (2) (3) of the general conditions) carry interest at the rate of five pounds per centum per annum until payment.

A.D. 1937.

4. The Company is selling as absolute owner.

1ST SCH.
—cont.

5. The title to the leasehold premises agreed to be sold shall commence with the lease. The property is sold subject to but with the benefit of the said licences and the extension deed and in addition to the covenants implied by statute in an assignment of land comprised in a lease the Purchaser shall covenant with the Company to perform and observe the covenants on the part of the Company contained in the licences and (by reference or otherwise) in the extension deed and to keep the Company indemnified in respect thereof. The property is sold freed and discharged from the incumbrances and from all other charges or incumbrances upon or affecting the same and from all judgment and other debts and liabilities of the Company affecting the same.

6. The lease and licences or copies thereof and the counterparts or copies of the underlease and the extension deed having been produced to the Purchaser's solicitors the Purchaser shall be deemed to purchase with full notice of the contents thereof and such notice shall not be affected by any partial incomplete or inaccurate statement herein with reference thereto.

7. Save that pending completion of the purchase the Company shall keep on foot at the expense of the Purchaser the existing insurance against fire or otherwise of the property agreed to be sold the said property shall be at the risk of the Company as to loss or damage arising after the twenty-eighth day of February one thousand nine hundred and thirty-six until actual completion unless delayed by the wilful default of the purchaser. If the condition of the said property shall not at the time of completion be substantially the same as at the twenty-eighth February one thousand nine hundred and thirty-six or if at any time prior to completion this country shall be involved in war the Purchaser may by notice in writing to the Company determine this agreement save as regards clause 12 hereof.

8. The Company shall use its best endeavours to procure that the parties in whom the property demised by the extension deed is vested shall agree to the provisions of the said deed being varied in such manner as to secure that the Purchaser's liability under clause 2 subclause 5 of the underlease as incorporated in the extension deed in respect of engagements for managers artistes and band and for agents' commission and in respect of plant equipment accessories and stock-in-trade shall not on obtaining vacant possession exceed the amount for which the Purchaser would have been liable thereunder in respect

of the same if there had been a sale and such vacant possession had been given on the corresponding date in the year one thousand nine hundred and thirty-five. If the Company shall not prior to the first day of September one thousand nine hundred and thirty-six have procured such agreement and variation the Purchaser may by notice in writing to the Company within three months after such date determine this agreement save as regards clause 12 hereof.

A.D. 1937.

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1st Sch.
—cont.

9. Clause 32 of the general conditions shall not apply.

10.—(1) The Company shall at the expense of the Purchaser (except as provided in clause 12 hereof) endeavour to obtain if and so far as such consent is necessary for the purpose of obtaining the Act of Parliament hereinafter mentioned the consent of the holders of the said debenture stock and of the shareholders of the Company in general meeting.

(2) The Company shall at the expense of the Purchaser apply to the landlord for his consent to the assignment of the lease and the benefit of the said licences of the eighth day of March one thousand nine hundred and ten and the nineteenth day of September one thousand nine hundred and thirty-three to the Purchaser and to the erection of the buildings intended to be erected by the Purchaser in accordance with the sketch plans already submitted to the landlord or his agent and the Purchaser shall provide the Company with all necessary information plans and specifications to enable it to make such application.

(3) The Company shall at the expense of the Purchaser (except as provided by clause 12 hereof) and through agents to be nominated by it apply to Parliament for an Act of Parliament in the form of the Bill already lodged with such variations (if any) as may be agreed to by the parties hereto conferring on the Company statutory powers to carry the said sale into effect and providing for the winding up of the affairs and the dissolution of the Company.

11.—(1) If the consent referred to in clause 10 (2) hereof is not obtained before the expiration of three months from the thirty-first day of December one thousand nine hundred and thirty-six either party may by notice in writing to the other of them within one month after such expiration determine this agreement save as regards clause 12 hereof.

(2) If such Act of Parliament as aforesaid shall not be obtained before the thirty-first day of December one thousand nine hundred and thirty-six either party may by notice in writing to the other within one month after such date determine this agreement save as regards clause 12 hereof.

A.D. 1937.

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1ST SCH.
—cont.

12. The Purchaser shall pay the Company's costs and expenses of and incidental to the negotiations for and preparation execution and stamping of this agreement and of carrying the same into effect and if the purchase shall be completed shall (a) refund to the Company any amount paid by the Company prior to the date of this agreement and (b) pay any further amount properly payable by the Company for agents' commission in respect of the sale and in any case shall pay all legal and other costs charges and expenses already incurred or hereafter to be incurred by the Company in or in connection with obtaining the provisional licence granted on the eleventh day of March one thousand nine hundred and thirty-six for the sale of intoxicating liquors upon the buildings intended to be erected by the Purchaser or in or in connection with obtaining or endeavouring to obtain the consent referred to in clause 10 (1) hereof and the consent referred to in clause 10 (2) hereof and the application for the Act of Parliament aforesaid and wherever this agreement provides for any steps to be taken by the Company at the Purchaser's expense the Company shall not be bound to take such step or proceed with the matter unless and until the Purchaser shall have placed the Company in funds for the purpose of such amount as may be reasonably necessary to cover the liabilities of the Company likely to be incurred in connection therewith Provided that the Purchaser shall not be bound to pay any costs or expenses incurred by reason of any opposition to the passing of such Act of Parliament as aforesaid from any debenture stockholder or shareholder of the Company.

13. If such Act of Parliament as aforesaid shall be obtained then the Purchaser shall pay all the legal and other costs charges and expenses of and incidental to the winding up of the affairs and dissolution of the Company.

14. Any notice hereunder may be served on either party by sending the same by post in a letter addressed to such party in the case of the Purchaser at its registered office and in the case of the Company at Bouverie Chambers Bouverie Road East Folkestone aforesaid and any notice so sent shall be deemed to have been given to the party to whom it is sent at the expiration of twenty-four hours after the letter containing the same is posted.

15. This agreement is subject to such alterations as Parliament may think fit to make But if either House of Parliament makes any material alteration in this agreement it shall be competent to either party by notice in writing to that effect given to the other party to withdraw from this agreement.

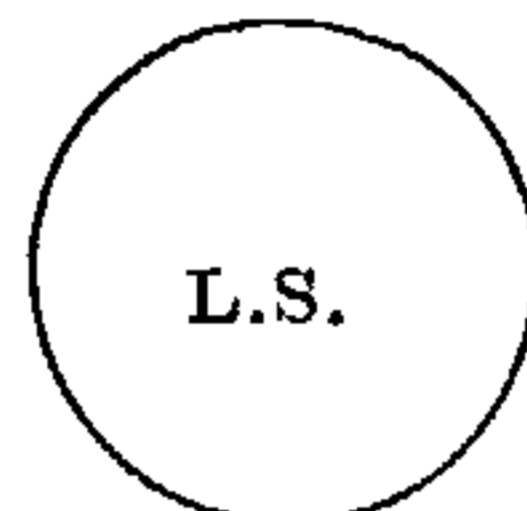
[1 EDW. 8. & Folkestone [Ch. xxxvii.]
1 GEO. 6.] Pier and Lift Act, 1937.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.

A.D. 1937.

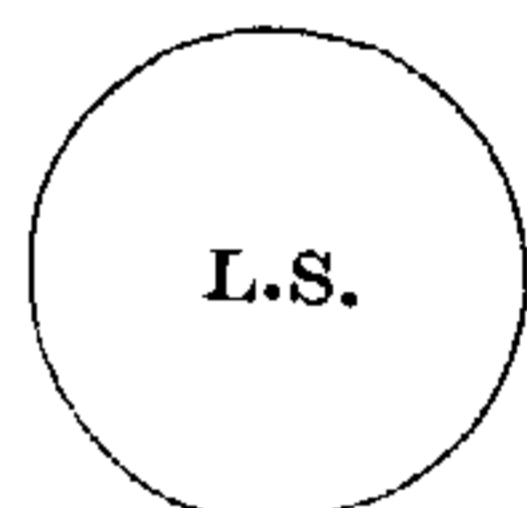
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1st Sch.
—cont.

The common seal of THE FOLKESTONE
PIER AND LIFT COMPANY was here-
unto affixed in the presence of—



G. SPURGEN
ERNEST A. BAKER } Directors.
W. G. YAUDEN Secretary.

The common seal of VICTORIA PIER
(FOLKESTONE) LIMITED was hereunto
affixed in the presence of—



DENIS F. WARREN } Directors.
HAROLD BROOKS }
J. R. HOBSON Secretary.

PART II.

THIS AGREEMENT is made the first day of August one thousand nine hundred and thirty-six between THE FOLKESTONE PIER AND LIFT COMPANY a company incorporated by the Folkestone Pier and Lift Act 1884 (hereinafter called "the Company") of the one part and VICTORIA PIER (FOLKESTONE) LIMITED a company incorporated under the Companies Act 1929 and whose registered office is situate at Harbour Station Buildings Ramsgate in the county of Kent (hereinafter called "the Purchaser") of the other part.

Stamp.



SUPPLEMENTAL to an agreement (hereinafter referred to as "the principal agreement") dated the twentieth day of May one thousand nine hundred and thirty-six and made between the Company of the one part and the Purchaser of the other part being an agreement for the sale to the Purchaser of the undertaking of the Company.

Whereas the parties hereto have agreed that the principal agreement shall be modified or varied in manner hereinafter appearing:

A.D. 1937.

—
1st SCH.
—cont.

Now this deed made in pursuance of the said agreement witnesseth and it is hereby mutually agreed and declared as follows :—

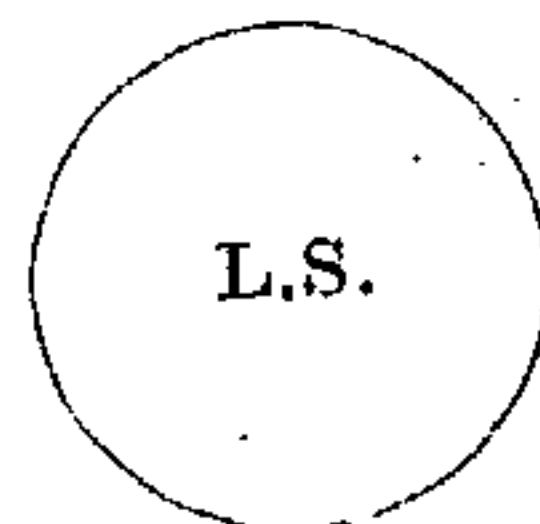
1. That the date namely the thirty-first day of December one thousand nine hundred and thirty-six appearing in sub-clauses (1) and (2) of clause 11 of the principal agreement shall be altered to the thirtieth day of September one thousand nine hundred and thirty-seven to the intent that such subclauses (1) and (2) of clause 11 of the principal agreement shall be read and construed as if the thirtieth day of September one thousand nine hundred and thirty-seven was the date appearing in both such subclauses in lieu of the thirty-first day of December one thousand nine hundred and thirty-six.

2. As from the date hereof the principal agreement shall operate and have effect as if the variations and provisions herein contained had been embodied therein and the principal agreement shall be altered and modified accordingly but in all other respects the principal agreement shall remain in force and unaffected by this deed.

In witness whereof the parties hereto have caused their common seals to be hereunto affixed the day and year first above written.

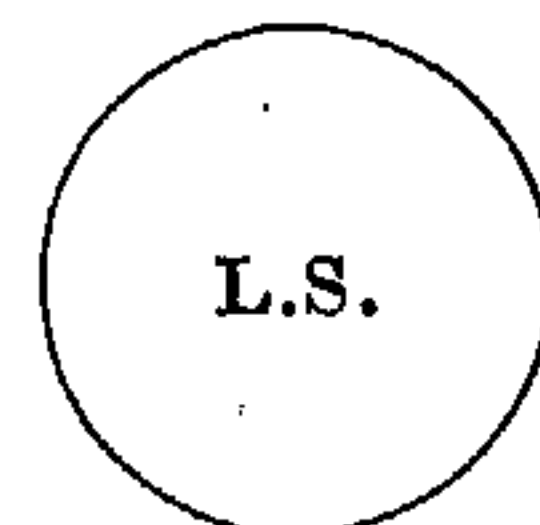
The common seal of THE FOLKESTONE
PIER AND LIFT COMPANY was here-
unto affixed in the presence of—

G. SPURGEN
ERNEST A. BAKER } Directors.
W. G. YAUDEN Secretary.



The common seal of VICTORIA PIER
(FOLKESTONE) LIMITED was hereunto
affixed in the presence of—

DENIS F. WARREN
C. H. DEW } Directors.
J. R. HOBSON Secretary.



[1 EDW. 8. & *Folkestone* [Ch. xxxvii.]
1 GEO. 6.] *Pier and Lift Act, 1937.*

A.D. 1937.

THE SECOND SCHEDULE.

THIS DEED is made the _____ day of _____
between THE FOLKESTONE PIER AND LIFT COMPANY
whose principal office is situate at Bouverie Chambers
Bouverie Road East Folkestone in the county of
Kent (hereinafter referred to as "the Vendors")
of the one part and VICTORIA PIER (FOLKESTONE)
LIMITED whose registered office is situate at Harbour
Station Buildings Ramsgate in the county of Kent
(hereinafter referred to as "the Purchasers") of the
other part.

WHEREAS certain agreements for the transfer of the undertaking
of the Vendors to the Purchasers were scheduled to and confirmed
and made binding upon the parties by the Folkestone Pier and
Lift Act 1937:

Now this deed witnesseth that in pursuance of and subject
to the provisions of the said Act and the said agreements and for
the consideration therein mentioned the Vendors as beneficial
owners hereby grant convey and assign to the Purchasers the
undertaking of the Vendors as defined in the said Act including
in such undertaking (without prejudice to the generality of the
foregoing) the premises rights liberties and licences comprised
in the lease dated the ninth day of July one thousand eight
hundred and ninety-one and made between the Right Honourable
William Earl of Radnor of the one part and the Vendors of the
other part for all the residue now unexpired of the term of nine
hundred years thereby created together with the benefit of the
licence dated the eighth day of March one thousand nine hundred
and ten granted by the Right Honourable Jacob the Earl of
Radnor to the Vendors and of the licence dated the nineteenth
day of September one thousand nine hundred and thirty-three
granted by the Right Honourable William the Earl of Radnor
to the Vendors subject to the rents respectively reserved by the
said lease and licences respectively and to the covenants and
conditions therein contained and on the part of the Vendors
thereunder to be paid observed and performed To hold the
same unto the Purchasers absolutely freed and discharged from
all charges and incumbrances affecting the same and from all
judgment and other debts and liabilities of the Vendors affecting
the same And the Purchasers do hereby accept the same
accordingly And the Purchasers hereby covenant with the
Vendors that they the Purchasers will henceforth pay the rents
reserved by and perform and observe the covenants on the part
of the Vendors and conditions contained in the said lease of the

A.D. 1937.

—
2ND SCH.
—cont.

ninth day of July one thousand eight hundred and ninety-one and the said licences of the eighth day of March one thousand nine hundred and ten and the nineteenth day of September one thousand nine hundred and thirty-three respectively and will at all times hereafter keep the Vendors effectually indemnified against all actions and proceedings costs damages expenses claims and demands whatsoever by reason or on account of the non-payment of the said rents or any of them or any part thereof respectively or the breach non-performance or non-observance of the said covenants and conditions or any of them.

In witness whereof the parties hereto have hereunto affixed their respective common seals the day and year first above written.

The common seal of THE FOLKESTONE
PIER AND LIFT COMPANY was here-
unto affixed in the presence of—

} Directors.
Secretary.

The common seal of VICTORIA PIER
(FOLKESTONE) LIMITED was hereunto
affixed in the presence of—

} Directors.
Secretary.

THE THIRD SCHEDULE.

PROVISIONS AS TO THE DISTRIBUTION OF THE PRICE OR
CONSIDERATION TOGETHER WITH ANY OTHER
AVAILABLE ASSETS OF THE COMPANY AND AS TO
THE DISSOLUTION OF THE COMPANY.

1. From and after the date of transfer the Company shall continue to exist only for the purpose of receiving and recovering the price or consideration payable by the pier company under the section of this Act of which the marginal note is "Consideration" and of distributing the price or consideration and any

other available assets of the Company and for winding up their affairs and carrying into effect the purposes of this Act so far as they relate to the Company and the directors of the Company who are in office at the date of transfer and the survivor of them shall continue without re-election to hold office as director and they or either of them shall have full power and authority to take all necessary proceedings for carrying into effect the provisions of this schedule relating to the Company. If the number of directors of the Company be reduced by death resignation or otherwise below two before the completion of the winding up the continuing director shall from time to time choose a shareholder of the Company to fill the vacancy so caused.

A.D. 1937.

—
3RD SCH.
—cont.

2. As soon as may be practicable after the date of transfer the directors of the Company shall proceed to wind up the affairs of the Company and shall distribute the price or consideration together with any other available assets of the Company in paying in the following order (that is to say) :—

- (i) Any costs charges and expenses undertaken by the Company for the purpose of maintaining the pier in substantially the same condition as it was on the twenty-eighth day of February one thousand nine hundred and thirty-six;
- (ii) The costs charges and expenses preliminary to and of and incidental to the preparing obtaining and passing of this Act payable by the Company;
- (iii) The costs charges and expenses payable by the Company in connection with the sale of the undertaking;
- (iv) The general costs charges and expenses of the liquidation of the Company payable by that Company;
- (v) To the Southern Railway Company the moneys due to them for principal and interest under the mortgage held by that company and dated the fourth day of May one thousand eight hundred and ninety-four;
- (vi) To the holders of the five per centum debenture mortgages of the Company the moneys respectively due to them;
- (vii) To the holders of the five per centum debenture stock of the Company for every one hundred pounds of such debenture stock held by such holders respectively the sum of fifty pounds and so in proportion in the case of holders of less than one hundred pounds of such debenture stock;
- (viii) To the other creditors of the Company at the date of transfer of the amounts of their respective debts;

A.D. 1937.

—
3RD SCH.
—cont.

And the balance (if any) shall be applied in payment of the sum of nine hundred pounds in respect of arrears of fees due to the chairman and other directors of the Company and the sum of three hundred pounds in respect of arrears of salary due to the late secretary of the Company and the sum of one hundred pounds in respect of salary and arrears of salary due to the present secretary of the Company or such rateable proportions of such sums as the said balance shall be sufficient to provide. Such payments as aforesaid shall be in full satisfaction and discharge of the mortgage debenture mortgages and debenture stock and other debts of the Company and of all rights claims and demands against the Company or the undertaking or against the pier company in respect thereof.

3. In case the directors of the Company are for six months after the date of transfer unable after diligent inquiry to ascertain the person to whom any money ought to be paid or who can give an effectual receipt for the same they may pay or deposit such money into or with the High Court under any Act for the time being in force for the relief of trustees and every such payment or deposit shall effectually discharge the Company and the directors thereof from any further liability with respect to such money.

4. If any money is payable to any person being a minor or a person of unsound mind the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company and the directors thereof.

5. After the date of transfer the Company shall have access at all reasonable times to their respective books documents and accounts for the purpose of making up the accounts of the Company and for all other reasonable purposes in relation to the execution of the provisions of this Act.

Printed by EYRE AND SPOTTISWOODE LIMITED

FOR

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