



## CHAPTER xxix.

An Act to provide for carrying into effect agreements between Blackpool Pleasure Beach Limited and the mayor aldermen and burgesses of the borough of Blackpool to make further provision in regard to the erection of buildings and for other purposes. [16th June 1932.] A.D. 1932.

**W**HEREAS by the Blackpool Improvement Act 1917 the mayor aldermen and burgesses of the borough of Blackpool (hereinafter referred to as "the Corporation") were empowered to construct certain works including (Work No. 1) a promenade extending from the southerly termination of the then existing promenade to the southerly boundary of the borough and (Work No. 4) a street or road from the southerly end of the street then known as Church Street (South Shore) and now known as Bond Street to the said boundary and the Corporation have constructed the said Work No. 1 but have not constructed Work No. 4 :

And whereas part of the lands required for the said works belonged to Blackpool Pleasure Beach Limited and an agreement was entered into between that company and the Corporation in reference to the lands required by the Corporation the utilisation of other lands retained by the company and other matters and that agreement is set forth in a schedule to the said Act and thereby confirmed :

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And whereas the said company and the Corporation have since entered into agreements modifying the said agreement and it is expedient that those agreements which are set forth in the schedule to this Act should be confirmed and that provision should be made for carrying them into effect :

And whereas it is expedient to empower the Corporation to acquire certain land at the southerly end of Bond Street in connection with the construction of a continuation thereof in accordance with the agreement dated the twenty-sixth day of November nineteen hundred and thirty-one set forth in the schedule to this Act :

And whereas it is expedient to make further provision in reference to elevations and materials of new buildings and that the other provisions contained in this Act be enacted :

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

And whereas in relation to the promotion of the Bill for this Act the requirements of the Borough Funds Acts 1872 and 1903 have been observed :

And whereas plans showing the land required or which may be taken for the purposes or under the powers of this Act and a book of reference to those plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of such land have been duly deposited with the town clerk of the borough and are in this Act referred to as the deposited plans and book of reference.:

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 (that is to say) :—

PART I.

PRELIMINARY.

1.—(1) This Act may be cited as the Blackpool Improvement Act 1932.

2.

Short and  
collective  
titles.

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(2) The Blackpool Improvement Acts 1853 to 1928 and this Act may be cited as the Blackpool Improvement Acts 1853 to 1932. A.D. 1932:  
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2. The Lands Clauses Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act with the following exceptions and modification:— Incorporation of Acts.

(a) Sections 127 to 132 of the Lands Clauses Consolidation Act 1845 are not incorporated with this Act;

(b) The bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be sufficient without the addition of the sureties mentioned in that section.

3.—(1) In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith or by the Public Health Acts 1875 to 1925 shall have the same respective meanings unless there be something in the subject or context repugnant to such construction. Interpretation.

(2) In this Act unless the subject or context otherwise requires—

“The borough” means the county borough of Blackpool;

“The Corporation” means the mayor aldermen and burgesses of the borough of Blackpool;

“The general rate fund” means the general rate fund of the borough;

“The company” means Blackpool Pleasure Beach Limited;

“The Act of 1917” means the Blackpool Improvement Act 1917;

“The agreement of 1931” means the agreement dated the twenty-sixth day of November nineteen hundred and thirty-one made between the company of the one part and the Corporation of the other part and set forth in the schedule to this Act;

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A.D. 1932. "The Lands Clauses Acts" means the Lands Clauses Acts as modified by the Acquisition of Land (Assessment of Compensation) Act 1919 and by this Act.

PART II.

CONTINUATION OF BOND STREET.

Confirma-  
tion of  
scheduled  
agreements.

4.—(1) The agreements made between the company of the one part and the Corporation of the other part copies of which are set forth in the schedule to this Act are hereby confirmed and made binding upon the parties thereto and notwithstanding anything contained in the Act of 1917 effect may and shall be given thereto accordingly subject to such modifications (if any) as may be agreed in writing between the said parties their successors or assigns :

Provided that—

- (a) clause 9 of the agreement dated the fifth day of November nineteen hundred and twenty-one a copy of which is set forth in the schedule to this Act; and
- (b) sub-clause (5) of clause 17 of the agreement of 1931 which relates to the determination of a building line;

shall only apply to land of the company so long as it is used by them their successors or assigns for pleasure beach amusement park or similar purposes.

(2) Notwithstanding anything contained in section 70 (For protection of Starr Estate Company Limited) of the Act of 1917 the restrictions contained in subsection (4) thereof shall not apply to the lands referred to in the agreement of 1931 belonging to the company or conveyed to them in pursuance of that agreement nor shall any of the covenants or conditions contained in an indenture dated the thirty-first day of December nineteen hundred and twenty-five and made between William Alfred Winstanley and John Arthur Winstanley of the first part the Starr Estate Company Limited of the second part William Blamires of the third part

and the Corporation of the fourth part apply to those lands. A.D. 1932.

5. Subject to the provisions of this Act the Corporation may enter upon take and use for the extension of Bond Street the land delineated on the deposited plans and described in the deposited book of reference. Acquisition of land.

6. The powers of the Corporation for the compulsory purchase of land under the provisions of this Act shall cease after the expiration of three years from the first day of October nineteen hundred and thirty-two. Period for compulsory purchase of land.

7. At any time after notice to treat has been served for any land which the Corporation are by this Act authorised to purchase compulsorily the Corporation may after giving to the owner and occupier of the land not less than fourteen days' notice enter on and take possession of the land or such part thereof as is specified in the notice without previous consent or compliance with sections 84 to 90 of the Lands Clauses Consolidation Act 1845 but subject to the payment of the like compensation for the land of which possession is taken and interest on the compensation awarded as would have been payable if those provisions had been complied with. Powers of entry.

8.—(1) When the continuation of Bond Street referred to in the agreement of 1931 has been completed and is open for public traffic all public and private rights of way over the lands hereinafter referred to shall be extinguished. Extinction of rights of way.

(2) The Corporation shall make full compensation to all persons interested in respect of any private rights extinguished by this section and such compensation shall be settled in manner provided by law with reference to the taking of lands otherwise than by agreement.

(3) The lands hereinbefore referred to are edged red and violet on the plan annexed to the agreement of 1931 and are situate at South Shore in the borough and bounded on the north by land and premises belonging to the company on the east by the London Midland and Scottish Railway on the south by Burlington Road (West) on the west by land and premises belonging to Catterall and Swarbrick's Brewery Limited and on the south-west by Clifton Drive.

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PART III.

FINANCE AND MISCELLANEOUS.

Power to  
borrow.

**9.**—(1) The Corporation may borrow at interest the sum required for paying the costs charges and expenses of this Act and they shall pay off the money so borrowed within five years from the passing of this Act.

(2) The Corporation may also with the consent of the Minister of Health borrow such money as may be necessary for any of the purposes of this Act and any money borrowed under this subsection shall be repaid within such period as may be prescribed by the said Minister.

(3) The yearly sums required to be provided in respect of the principal moneys borrowed under the provisions of this section shall be defrayed as expenses payable out of the general rate fund.

Use of  
money in  
reserve and  
other funds.

**10.** The Corporation may pay into the consolidated loans fund established under section 102 of the Blackpool Improvement Act 1925 any moneys forming part of any reserve renewals depreciation contingent insurance superannuation or other similar fund (hereinafter referred to as "the lending fund") and not for the time being required and such moneys shall be deemed to be moneys borrowed by the Corporation within the meaning of subsection (1) of the said section and shall be used accordingly subject to the following conditions :—

(a) the moneys so used shall be repaid to the lending fund as and when required for meeting the obligations for which the said fund was established; and

(b) interest shall be paid to the lending fund on any moneys so used and for the time being not repaid at such rate per centum per annum as may be determined by the Corporation to be equal as nearly as may be to the average rate of interest payable by the Corporation on their current borrowings.

Amendment  
of provisions  
as to acci-  
dent fund.

**11.**—(1) For the purposes of section 56 (Workmen's compensation fund) of the Blackpool Improvement Act 1901 as amended by section 109 of the Blackpool Improvement Act 1925 the Corporation may if they deem it expedient include in the risks provided for under those

sections risks of accident to any teacher employed in any public elementary school or school for secondary education maintained by the Corporation as the local education authority notwithstanding that such school has not been provided by the Corporation. A.D. 1932.  
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(2) Subsection (3) of section 109 of the Blackpool Improvement Act 1925 is hereby repealed.

12.—(1) Section 157 (Power to make byelaws respecting new buildings &c.) of the Public Health Act 1875 is hereby extended so as to enable the Corporation to make byelaws providing in such manner as they may think necessary for the deposit by a person intending to construct— Further power to make bye-laws as to new buildings &c.

(a) a building; or

(b) an addition to an existing building (including the reconstruction of an existing part of any such building); or

(c) a chimney exceeding forty-five feet from the ground in height;

of drawings of the elevations and particulars as to the materials of such building or addition or chimney (in this section called collectively "elevations").

(2) Where elevations are required to be submitted to the Corporation by a byelaw made under the said section 157 as extended by this section the Corporation shall within six weeks after the submission to them of the elevations—

(a) approve the elevations; or

(b) if they shall consider that having regard to the general character of the buildings in the vicinity or of the buildings proposed to be erected therein or of the building upon or to which the addition is to be constructed or reconstructed the building or addition or chimney to which the elevations relate would be open to objection disapprove them.

(3) Where by reason of any improvement made by the Corporation any land shall become land which adjoins or abuts on any street and the owner lessee or occupier of any such land shall construct—

(a) any door or entrance communicating with that street; or

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(b) any wall or fence by the side of that street; he shall construct the door entrance wall or fence in such position and in accordance with such elevations (also in this section collectively referred to as "the elevations") as may be approved by the Corporation and the Corporation shall make compensation to the owner of any land for any loss or damage he may suffer by reason of the setting back or bringing forward of such wall or fence. If the Corporation shall not signify their approval or disapproval of the elevations within six weeks after they shall have been submitted to them they shall be deemed to have approved thereof.

(4) Where the elevations of a building addition chimney door entrance wall or fence have been disapproved under this section it shall not be lawful to erect the building addition chimney door entrance wall or fence until the elevations thereof have been approved by the Corporation and any person who offends against the provisions of this section shall be liable to a penalty not exceeding five pounds and to a penalty not exceeding forty shillings for each day on which the offence is continued after conviction.

(5) The provisions of paragraph (b) of subsection (1) of this section shall not apply to a wooden hoarding which is used solely for the purpose of billposting.

(6) The provisions of paragraphs (a) and (b) of subsection (1) of this section shall not apply to the undertaking of the Blackpool Pier Company commonly known as "the North Pier."

(7) Section 59 (Elevation of buildings erected on front lands to require approval) of the Blackpool Improvement Act 1925 is hereby repealed.

Incorporation of sections of existing Acts.

**13.**—(1) The following sections of the local Acts shall so far as they are applicable for the purpose extend and apply with the necessary modifications to and in relation to this Act and be incorporated with and form part of this Act (that is to say):—

The Blackpool Improvement Act 1893—

Section 114 (Correction of errors omissions &c.);

Section 117 (Power to take easements &c. by agreement).

The Blackpool Improvement Act 1899—

Section 60 (Audit of accounts).



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The Blackpool Improvement Act 1901—

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Section 79 (Recovery of penalties &c.).

The Blackpool Improvement Act 1910—

Section 20 (Application of section 265 of Public Health Act 1875).

The Act of 1917—

Section 63 (Compensation in case of recently acquired interest);

Section 80 (Judges not disqualified).

The Blackpool Improvement Act 1920—

Subsection (1) of section 17 (Proceeds of sale of surplus lands).

The Blackpool Improvement Act 1925—

Section 100 (Expenses of execution of Act);

Section 125 (Inquiries by Minister of Health);

Section 127 (Powers of Act cumulative).

The Blackpool Improvement Act 1928—

Section 11 (Retention and disposal of lands);

Section 50 (As to appeal).

(2) Provided that for the purposes of such incorporation—

(a) The certificate under section 114 of the said Act of 1893 shall be deposited with the town clerk instead of with the officers mentioned in that section;

(b) Section 63 of the Act of 1917 shall have effect as if the twentieth day of November nineteen hundred and thirty-one were therein mentioned instead of the twentieth day of November nineteen hundred and sixteen;

(c) Section 50 of the Blackpool Improvement Act 1928 shall have effect as if section 12 of this Act were referred to therein instead of Part IV of the said Act of 1928.

14. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation out of the general rate fund or out of money to be borrowed for that purpose.

Costs of Act.

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The SCHEDULE referred to in the  
foregoing Act.

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AN AGREEMENT made the fifth day of November one thousand nine hundred and twenty-one between BLACKPOOL PLEASURE BEACH LIMITED whose registered office is situate at the Guildhall Annexe in the City of London (hereinafter called "the Company") of the one part and the MAYOR ALDERMEN and BURGESSES of the borough of BLACKPOOL (hereinafter called "the Corporation") of the other part supplemental to an agreement dated the twenty-third day of February one thousand nine hundred and seventeen and made between the same parties (hereinafter called "the principal agreement"):

WHEREAS negotiations have taken place between the parties hereto for the variation of the terms of the principal agreement and it has been mutually agreed that the principal agreement shall be varied as hereinafter set forth Now it is hereby agreed as follows:—

1. The plan annexed to the principal agreement shall be cancelled and the plan annexed hereto shall be substituted therefor and all references to the plan contained in the principal agreement shall be deemed to refer to the plan annexed hereto which plan shall be deemed to form part of this agreement and shall be binding on both parties irrespective of any reference to deposited or other plans.

2. Notwithstanding clause 1 of the principal agreement the Corporation shall on the execution hereof be given possession of the land coloured yellow on the plan annexed hereto to the full extent of the Company's lands westwards and such land shall be conveyed to the Corporation by the Company within three months from the date hereof but the certificate of the town clerk referred to in the said clause so far as it affects the land coloured green on the said plan shall not be given prior to the nineteenth day of October one thousand nine hundred and thirty-one the intention of the parties hereto being that the construction of the extension of Church Street South Shore referred to in such clause shall not be commenced before the nineteenth day of January one thousand nine hundred and

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thirty-two and clause 14 of the principal agreement shall be deleted. A.D. 1932.

3. The Corporation shall construct and maintain grass lawns in the positions and of such areas as are edged purple on the plan annexed hereto provided however that the Corporation shall be at liberty to construct a footwalk not exceeding twelve feet in width on the seaward side of the westerly lawn as shown on the said plan.

4. So much of clause 6 of the principal agreement as provides that a zone seventy feet wide (coloured red on the plan annexed to the principal agreement) shall be laid out by the Company as an open space or recreation ground or landscape garden shall be deleted and the Company shall be at liberty to use the said zone in any manner they think fit provided that such user shall not be or constitute a nuisance to the owners or occupiers of adjoining land.

5. Such portion of clause 11 as provides that the land within the points marked Q R S T on the said plan annexed to this agreement shall be laid out by the Corporation as an open space or recreation ground or landscape garden and maintained as such shall be deleted and the Corporation shall be at liberty to use such land for public but not for trading purposes provided that in the event of the Corporation erecting any buildings thereon such buildings shall not be more than one storey in height and shall not be detrimental to the elevation of the Company's building known as "The Casino."

6. Clause 13 of the principal agreement shall be deemed to be varied to such extent as is necessary to enable the Company to extend their building known as "The Casino" to the same extent as the land coloured purple on the plan annexed to the principal agreement namely about an additional one hundred and forty feet.

7. The Corporation shall be at liberty to construct the circular tramway in the position shown on the said plan annexed hereto or they shall be at liberty to construct tramways sidings or loops in the position shown on the said plan but they shall not be entitled to construct both.

8. Clause 20 of the principal agreement shall be deemed to be varied to the extent that the Corporation shall be at liberty to commence the construction of the promenade works immediately after the execution of this agreement without previously having purchased all the lands and premises south of the Company's land.

9. The land belonging to the Company shall not be included in any town planning scheme formulated by the Corporation.

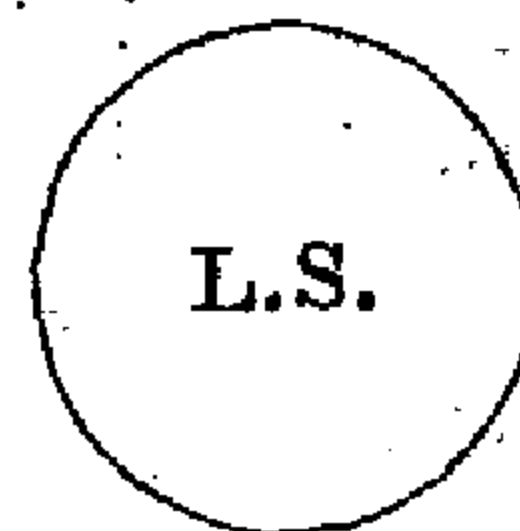
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10. The costs charges and expenses of the Company of and incidental to this agreement shall be paid by the Corporation on the execution hereof.

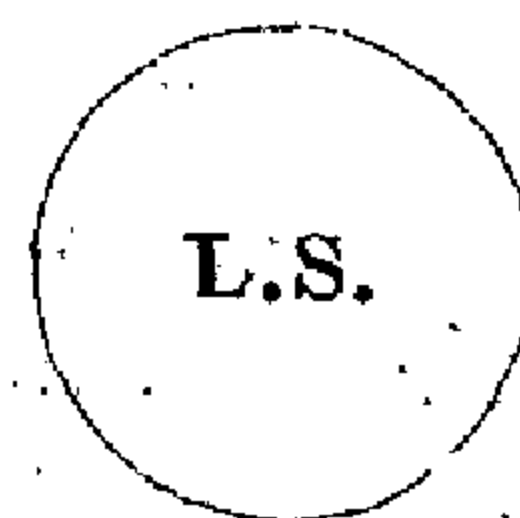
In witness whereof the parties hereto have hereunto affixed their respective common seals the day and year first before written.

The common seal of Blackpool Pleasure Beach Limited was hereunto affixed in the presence of—



W. G. BEAN  
WM. OUTHWAITE } Directors.  
O. HAWORTH Secretary.

The common seal of the mayor aldermen and burgesses of the borough of Blackpool was hereunto affixed by authority of the council of the said borough in the presence of—



ELI H. HOWE Deputy Mayor.  
by D. L. HARBOTTLE Town Clerk.

Stamp



AN AGREEMENT made the tenth day of May one thousand nine hundred and twenty-six between BLACKPOOL PLEASURE BEACH LIMITED whose registered office is situate at the Guildhall Annexe in the City of London (hereinafter called "the Company") of the one part and the MAYOR ALDERMEN and BURGESSES of the borough of BLACKPOOL (hereinafter called "the Corporation") of the other part supplemental to two several agreements dated respectively the twenty-third day of February one thousand nine hundred and seventeen and the fifth day of November one thousand nine hundred and twenty-one and made between the same parties (hereinafter called respectively "the first and second principal agreements"):

WHEREAS the Corporation have requested the Company to agree to certain alterations and modifications of the provisions of the first and second principal agreements and of the plan annexed

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to the second principal agreement which the Company have agreed to do upon the terms and conditions herein contained  
Now it is hereby agreed as follows:—

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1. The plan annexed to the second principal agreement shall be cancelled and the plan annexed hereto shall be substituted therefor and all references to the plan contained in the first and second principal agreements or either of them shall be deemed to refer to the plan annexed hereto which plan shall be deemed to form part of this and the first and second principal agreements and shall be binding on both parties irrespective of any references to deposited or other plans.

2. The Corporation agree that the Company shall be entitled to the use for ever hereafter of the two existing drains lying between the land and premises belonging to the Company known as the Pleasure Beach and the foreshore to enable the Company to obtain a supply of sea water by gravitation to their said land and premises for the purpose of converting the said land into lakes or pools for the purpose of boating by the public or for any other purpose which the Company may deem desirable or expedient.

3. The Company shall keep the said drains scoured and cleansed and make good any damage caused thereto by any act or default of the Company or their servants and if any work is required to be done to the said two drains for the scouring cleansing maintenance renewal or repair thereof on the land belonging to the Corporation the Corporation agree at the request and cost of the Company forthwith to execute such works as may be required by the Company. The Company shall however at their own expense remove all sand or other materials which shall obstruct the inlet of the said drains on the foreshore and the Corporation shall allow the Company every facility for that purpose.

4. The Corporation agree to do all that is reasonably necessary to prevent any obstruction to the flow of sea water into and through the said drains by any act or operation of their own and in the event of the said drains becoming obstructed defective or damaged by reason of the act neglect or default of the Corporation to remove such obstruction and make good any defect or damage at their own cost.

5. In the event of the Corporation or their assigns using the said drains for any purpose the Corporation agree to keep the same properly scoured and cleansed and in good order repair and condition at their own expense.

6. The Company agree that they will not permit the said lakes or pools to be used in such a way as to constitute a public

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A.D. 1932. nuisance and that the same shall be emptied as often as reasonably necessary and that the discharge of water therefrom on to the foreshore shall be made when the tide is near the sea wall or beginning to ebb.

7. The Corporation agree that the present level of such portion of Watson Road as lies between the two portions of the said pleasure beach which are coloured blue on the plan annexed hereto shall not be varied or altered and that there shall not at any time hereafter be any raised footpath or curb on that portion of Watson Road.

8. The Company agree to erect and so long as the same is necessary for the protection of the public to maintain on the "building lines" shown on the plan annexed hereto an open wooden post and iron rail fence such fence to be similar to the fence erected by the Corporation on the easterly side of the "palisade line" shown on the said plan annexed hereto opposite to the entrance to the said pleasure beach marked "Entrance eighty yards wide" on the said plan and the Company and the Corporation hereby mutually agree that all references in the first principal agreement to the ornamental panelled brick wall on the west side of the Company's estate shall be deemed to be deleted from that agreement.

9. The Corporation agree at their own expense when so required by the Company to take down and remove forthwith the said rail fence erected by the Corporation on the easterly side of the "palisade line" shown on the plan annexed hereto opposite to the entrance to the said pleasure beach marked "Entrance eighty yards wide" on the said plan.

10. The Company agree to the width of the extreme westerly footpath on the promenade south of Watson Road being twenty-five feet and that the Corporation shall be at liberty at any time hereafter to widen the extreme westerly footpath on the promenade north of Watson Road to any width not exceeding twenty-five feet.

11. The Company agree to the Corporation laying out in the manner shown on the plan annexed hereto the land coloured yellow on the said plan and by clause 1 of the first principal agreement agreed to be conveyed by the Company to the Corporation.

12. The Corporation agree that they will not lay out the said land coloured yellow on the said plan annexed hereto in any manner other than that shown thereon or make any alterations to such lay-out without the previous written consent of the Company and that the Corporation will not use or permit

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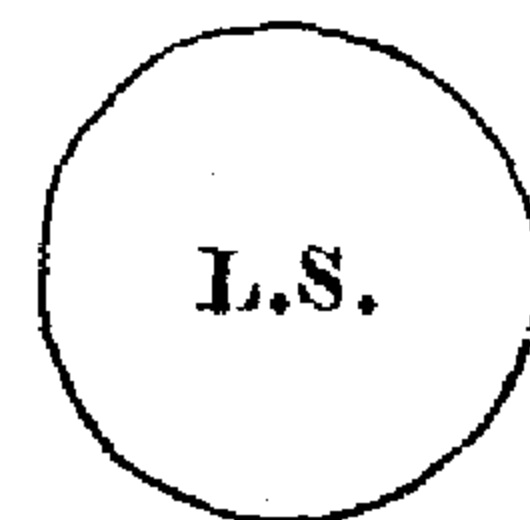
to be used the said land coloured yellow on the said plan annexed hereto for any purpose other than as a carriageway tram track footpaths and grass plots as shown on the said plan annexed hereto and that the said carriageway tram track footpaths and grass plots shall for ever hereafter be left open and unbuilt upon except for the buildings shown on the said plan annexed hereto and shall not be used for stalls whether fixed or movable or for games or entertainments of any kind whatsoever whether for revenue purposes or not and that no buildings of any description except those shown on the said plan annexed hereto shall be erected or built upon the said land coloured yellow thereon.

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13. The Corporation agree to pay the costs charges and expenses of the Company (including their solicitors' and surveyors' costs and charges) of and incidental to the negotiations for and the preparation stamping and completion of this agreement and of a counterpart hereof on the execution hereof.

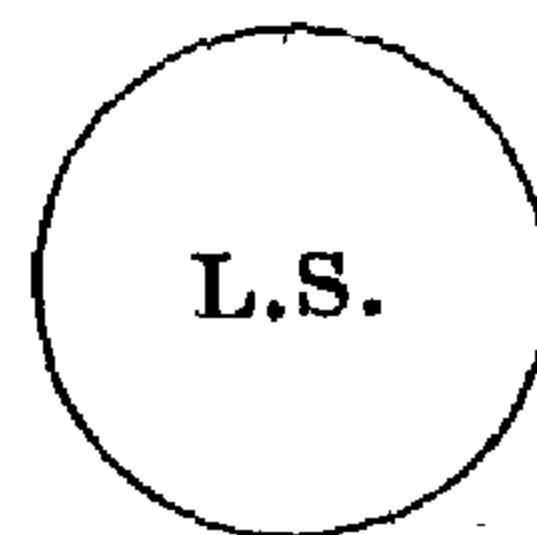
In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the said Blackpool Pleasure Beach Limited was hereunto affixed in the presence of—



W. G. BEAN  
WM. OUTHWAITE } Directors  
O. HAWORTH Secretary.

The common seal of the said mayor aldermen and burgesses of the borough of Blackpool was hereunto affixed by authority of the council of the said borough in the presence of—



THOMAS BICKERSTAFFE Mayor.  
D. L. HARBOTTLE Town Clerk.

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Stamp

Ten  
shillings.

AN AGREEMENT dated the twenty-sixth day of November nineteen hundred and thirty-one and made between BLACKPOOL PLEASURE BEACH LIMITED whose registered office is situate at Central House 45 Kingsway in the county of London (hereinafter called "the Company" which expression shall where the context so admits include their successors and assigns) of the one part and the MAYOR ALDERMEN and BURGESSES of the borough of BLACKPOOL (hereinafter called "the Corporation") of the other part supplemental to certain agreements made between the same parties as are parties hereto and dated respectively the twenty-third day of February nineteen hundred and seventeen fifth day of November nineteen hundred and twenty-one and tenth day of May nineteen hundred and twenty-six all of which are together hereinafter referred to as "the existing agreements"

Witnesseth as follows:—

1. The Corporation shall carry out the continuation of Bond Street (formerly Church Street South Shore) as indicated on the plan attached hereto (hereinafter called "the plan") Such continuation except so far as it is to be situate upon the land edged red on the plan shall be deemed to be in substitution for the corresponding work which the Corporation are under obligation to construct under the existing agreements.

2. The Company shall pay for and indemnify the Corporation against the additional cost of making the Bond Street continuation in the line shown on the plan (instead of in the line shown on the plans deposited in Parliament in connection with the Blackpool Improvement Act 1917) including the cost of constructing a retaining wall where the proposed Bond Street continuation abuts on the embankment of the London Midland and Scottish Railway. The amount of such additional cost shall be agreed by the borough surveyor for the time being of the Corporation (hereinafter called "the borough surveyor") and the surveyor for the time being of the Company (hereinafter called "the Company's surveyor") or failing such agreement shall be determined by arbitration in manner hereinafter provided.

3. The Company shall with all due dispatch either—

(a) to the reasonable satisfaction of the borough surveyor screen from view the backs of the existing amusement devices or stalls nearest the promenade between the helter skelter and the north side of Watson Road or alter the appearance of the backs of such devices or stalls; or



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- (b) erect a facade according to designs and materials to be approved by the borough surveyor between the helter skelter and the north side of Watson Road and on a site to be selected by the Company not more westerly than on the line indicated on the plan by the words "proposed new facade." A.D. 1932.

Should the Company erect or cause to be constructed on that part of the Company's present estate which is south of Watson Road and between the site of the present structure known as the Big Dipper and the proposed continuation of the facade indicated on the plan such a number of amusement devices or stalls as shall render the outlook from the promenade unsightly the Company shall similarly either—

- (a) screen from view the backs of such devices or stalls or render their appearance otherwise reasonably satisfactory to the borough surveyor; or  
(b) erect a facade on a site to be selected by the Company not more westerly than in the line indicated on the plan by the words "proposed continuation of facade" similar to the before-mentioned facade.

No temporary buildings shall be erected by the Company west of either of the said facades or screens without the consent of the Corporation which shall not be unreasonably withheld Provided always that if and whenever the Company erect buildings facing the promenade approved by the Corporation such portion of any facade or screen erected as is co-extensive with such buildings may be pulled down by the Company and need not be re-erected.

4. The Company shall purchase from the Corporation and the Corporation shall convey to the Company the freehold of the land edged red on the plan having an area of approximately thirty-two thousand eight hundred and eighty-one square yards or thereabouts for the sum of twelve thousand three hundred and thirty pounds seven shillings and sixpence So much of the said land as lies west of the palisade or boundary wall shown on the plan (except the portions thereof respectively hatched brown and cross-hatched brown) shall subject to clause 29 hereof be held by the Company on the same terms and conditions as are specified in clause 7 of the said agreement between the parties hereto dated the twenty-third day of February nineteen hundred and seventeen with reference to the land coloured blue therein referred to and the further term and condition specified in clause 9 of the said agreement between the parties hereto dated the fifth day of November nineteen hundred and twenty-one (which terms and conditions are hereinafter referred to as "the said existing special terms and conditions").

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The portions respectively cross-hatched brown and hatched green shall be used only for the erection of permanent or temporary buildings to be approved by the Corporation. In the event of the Company developing the whole of the plot of land edged violet on the plan together with the said portion cross-hatched brown for use only as last aforesaid then the Company may subject to clause 29 hereof hold and use the land hatched brown on the said existing special terms and conditions save that no bells sirens or other similar mechanical sound-making shall be permitted on any part of the land hatched brown. In the meantime and until the said development takes place the Company may use the land hatched brown for the erection of buildings to be approved by the Corporation.

5. Should the Company desire to make use of the present drain pipes laid on the lands edged red and edged violet the Company shall be permitted to discharge into the said pipes all waste matters (but excluding solids and faecal matter) and on making use of the said pipes for such purpose shall concrete the pipes for the whole of their length where they pass under the sites of buildings to be erected on the plots of land respectively cross-hatched brown and edged violet so as to comply with the byelaws referring to pipes passing under buildings. The Corporation shall remove the electricity cables from the land hatched green and relay the same in the site of the Bond Street continuation.

6. The Company shall purchase from the Corporation and the Corporation shall convey to the Company the freehold of the plot of land north of the Casino marked on the plan "Q R S T" and coloured thereon brown for the sum of two thousand pounds upon the following conditions:—

- (a) The Company shall be permitted to erect on the said plot of land marked "Q R S T" a building or structure of permanent materials either similar to the present Casino block both as regards general design and height of structure or of such other design as may be approved by the Corporation;
- (b) The Company shall not permit the sale of any goods on the said plot of land marked "Q R S T" except inside a building or buildings erected thereon and except in connection with any business trade or amusement carried on on the remainder of the pleasure beach;
- (c) There shall not be any shop fronts in the said building or structure or any goods displayed in the windows of the same;
- (d) The Company shall not permit the forecourts of the said building or structure to be used as a site for stalls stands or amusement shows of any character whatsoever;

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(e) The Company shall not on the said plot of land or on the outside of any building or structure erected thereon permit advertisements other than such as appertain to the business carried on by the Company. A.D. 1932.

7. The Company shall purchase from the Corporation the freehold of the plot of land edged violet on the plan having an area of nine thousand one hundred and forty-seven square yards or thereabouts for the sum of six thousand eight hundred and sixty pounds and five shillings but no buildings shall be erected on this plot of land without the approval of the Corporation.

8. So far as concerns the land edged red the Company shall pay the whole of the cost of the street works thereon from the point marked "D" to the end of the Bond Street continuation where it meets the land edged violet and so far as concerns the land edged violet they shall pay one-half of the cost of the street works co-extensive therewith including one-half the cost of the street works in the street giving access from the promenade to the land edged red and in addition the whole of the cost of widening such street from thirty to fifty feet all such cost to be agreed by the borough surveyor and the Company's surveyor or failing such agreement to be determined by arbitration in manner hereinafter provided.

9. The palisade or boundary wall along the west side of Bond Street continuation shall be between six and eight feet in height and shall be erected by the Company where indicated on the plan for the length of the Company's present estate and such palisade or boundary wall shall continue so far as concerns the plot of land edged red along the line marked "Boundary wall" on the said plan to meet the building line on that part of the land cross-hatched brown and shall then follow the northern boundary of the last-mentioned land in a south-easterly direction to the palisade line shown on the plan at a height of three feet. The Company shall construct such palisade or boundary wall of a design similar to the boundary wall recently constructed by the Corporation at the sanatorium at the corner of Devonshire Road and Talbot Road or of such other design as may be approved by the Corporation. From the point where the palisade or boundary wall meets the building line on the land cross-hatched brown the Company shall erect as indicated on the plan a common brick wall not less than six feet high along the northerly boundary of the plots of land respectively cross-hatched brown and edged violet to the point marked "X" on the plan. The Company shall erect a post-and-chain fence where indicated on the plan on the south-east side of the area of land coloured orange and that area shall be laid out with grass and/or shrubs by and at the expense of the Company.

10. Should the Company not have developed the whole of the plots of land respectively cross-hatched brown and edged

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— violet prior to the first day of January nineteen hundred and thirty-five then the Company shall on receiving six months' notice from the Corporation construct a palisade or boundary wall three feet high on the palisade line as shown on the plan to the reasonable satisfaction of the Corporation along so much of the land respectively cross-hatched brown and edged violet as remains undeveloped the Company being at liberty to remove the palisade or boundary wall when the land shall have been developed.

11. In addition to the three entrances to the Bond Street continuation from their present estate to which the Company are entitled under the existing agreements the Company may at any time make an entrance to the land edged red fifty feet in width from the street on the south side of the new Star Hotel site as indicated on the plan and such other additional entrances as may be approved by the Corporation.

12. To enable the Corporation to carry out the Bond Street continuation in accordance with clause 1 hereof the Company shall give to the Corporation vacant possession of the part of the site thereof between the points marked "A" and "B" and between the points marked "C<sup>1</sup>" and "D" on the plan immediately after the end of the nineteen hundred and thirty-one season but the Corporation will not ask for possession of the part of the said site between the points marked "B" and "C" on the plan until after the first day of November in the year following that in which the result is known of the application by the Corporation for statutory powers referred to in clause 29 hereof nor of the part between the points marked "C" and "C<sup>1</sup>" on the plan until after the first day of November in the year of the said result becoming known but the Company will allow the Corporation access to the site of the street works and facilities for all usual accommodation works from October nineteen hundred and thirty-one to the twentieth day of March nineteen hundred and thirty-two between the points "B" and "C" without disturbing the water chute and scenic railway.

13. The Corporation shall purchase from the Company and the Company shall convey to the Corporation the freehold of the plot of land edged green on the plan having an area of thirteen thousand two hundred and thirty-two square yards or thereabouts for the sum of three thousand three hundred and eight pounds subject to any restrictions that may exist thereon and if they think fit may construct thereon a proposed branch road from Bond Street extension to Lytham Road past the Grand Hotel but shall not use any of the said land for the erection of shops or restaurants nor permit the sale of exciseable liquors thereon nor permit the said land or buildings erected on the said land to be used for stalls or pleasure devices or for any purposes that would compete with any devices structure building or amusement now

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or at any time forming part of the property or business of the Company. A.D. 1932.

14. With regard to the lay-out user and control by the Corporation of the promenade so far as it adjoins the Company's present estate the following provisions shall apply :—

The Corporation may provide erect place re-erect and maintain on the promenade where coloured yellow on the plan on the west side of the Company's present estate shelters cloakrooms seats lavatories steps gates and such other similar conveniences as in their discretion they think fit having regard to the convenient user of the promenade by the public as a place of resort for health or pleasure but no other buildings or works shall be erected thereon and they shall not place construct or maintain on the said portion of the promenade any form of amusements attraction or exhibition which will at any time compete with the Company's business Any buildings erected shall not be higher than fifteen feet from the ground level to the eaves Any lavatory shall be constructed to a design similar to the existing shelters on the promenade south of the Company's present estate and all waste matter and drainage from such lavatories and buildings shall drain into the promenade sewer and not into cesspools or on to the foreshore.

15. The balance with interest of the capital contribution of ten thousand pounds payable by the Company to the Corporation under the said agreement between the parties hereto dated the twenty-third day of February nineteen hundred and seventeen shall be paid off not later than the first day of January nineteen hundred and forty.

16. All sums to become due from the Company to the Corporation for street making and street works hereunder shall be paid by the Company as follows fifty per centum shall be paid on completion of the half length of the street concerned (including in this category the sum payable under clause 2 hereof) and the date of such completion and the amount of such payment shall be agreed between the borough surveyor and the Company's surveyor or failing such agreement shall be determined by arbitration in manner hereinafter provided and the balance shall be paid in the case of each street concerned on completion of the works relating thereto.

17.—(1) The Company agree to the Corporation at the expense of the Corporation widening and making up in manner hereinafter stated Watson Road for the whole of the length passing through the pleasure beach in accordance with the line shown on the plan and subject to there being no interference with any existing buildings upon the Company's land (other than the Velvet Coaster which is not to be interfered with until after

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A.D. 1932. the result is known of the application by the Corporation for statutory powers referred to in clause 29 hereof and in any event not earlier than first November in any year) The finished width shall be thirty-four feet made up as follows:—

Carriageway - - - - - 22 feet.  
Two footpaths each - - - - - 6 feet wide.

The sides of the carriageway shall not be defined by kerbs but by hard rock insets. The outer edge of the insets shall mark the carriageway. The carriageway itself shall be laid to agreed falls with agreed falls towards the centre. Such falls if not agreed between the borough surveyor and the Company's surveyor shall be determined by arbitration in manner hereinafter provided. The footpaths shall be laid with a fall towards the carriageway not exceeding half an inch per foot.

(2) The Corporation shall commence forthwith and complete with all due dispatch the widening and making up of Watson Road in manner aforesaid.

(3) The Company may erect on its own land along the whole length of Watson Road on either side thereof a verandah roof or cover in such a way as to project over the footpath of Watson Road to the extent of not more than three feet provided that such verandah roof or cover shall give a clearance of at least eight feet above the footpath.

The Company shall be permitted to erect fascia boards on such verandah roof or cover and thereon may advertise or permit advertisements of any business conducted on the Company's estate.

(4) The Corporation shall provide at their own expense and fix sufficient and efficient gulleys and a drain laid down the centre of Watson Road so as to cope with the storm water and a separate pipe for sewage purposes. The Company shall at their own expense before any sewage is taken into that pipe continue the said pipe through the southerly part of their estate and connect the same to the sewer at the junction of Clifton Drive with the entrance to their land near the Starr Inn.

(5) The Corporation shall not determine a building line on either side of Watson Road or on the westerly side of the Bond Street continuation.

(6) The Company shall be permitted to make crossings in order to cross and re-cross Watson Road at all times and for all purposes at any point or points with or without horses carts and other vehicles upon paying the cost of making such crossings.

(7) The above conditions are in addition to and not in substitution for any existing conditions relating to Watson Road except where specifically stated.

18. The lands hereby agreed to be sold by the Corporation to the Company are sold subject to the covenants conditions and

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reservations contained in the schedule hereto so far as they are applicable to such lands and are subsisting and capable of taking effect and with the benefit and subject to the provisions of this agreement and the existing agreements so far as the same are applicable thereto but otherwise free from incumbrances. A.D. 1932.

19. Such portion of the Company's present estate as is coloured red on the plan forming the forecourt on the easterly side of the carriage drive shall not be used for stands stalls and/or any temporary buildings or any kind of amusement games or sport.

20. No public or other advertisement except advertisements referring to the business carried on by the Company shall be erected by the Company on the promenade frontage or on the outside of the boundary or palisade walls along the westerly side of the Bond Street continuation or on the outside of the boundary or palisade walls along the roads bounding the plots of land respectively edged red and violet on the plan.

21. Possession of the land and buildings comprising the premises of the present Starr Inn will be given as soon as the new Star Hotel is completed and is in occupation but not later than the first day of October nineteen hundred and thirty-two.

22. The Company shall convey to the Corporation the freehold of the site of the Bond Street continuation free from leases or tenancies but subject to the maintenance of the existing structures between the points marked "B" and "C" on the plan until vacant possession of that part of the site of the Bond Street continuation is given to the Corporation as hereinbefore provided. The said site except such part thereof as the Company are already under obligation to convey to the Corporation in pursuance of the existing agreements shall be conveyed in consideration of the works to be carried out by the Corporation and the concessions granted to the Company hereunder.

23. Each party hereto shall pay one-half of the stamp duties on this agreement and duplicate and their own costs of or in relation to any other matters (including the sale or purchase of lands) incurred in carrying out the terms of this agreement.

24. It is agreed between both parties that the blue areas referred to in the existing agreements shall be extended to the boundary or palisade wall along the westerly side of the Bond Street continuation and that accordingly the Company shall occupy such additional land subject to and on the said existing special terms and conditions.

25. The Corporation shall take immediate steps to acquire by agreement or otherwise the small strip of land situate between Bond Street as at present constructed and the northerly boundary of the Company's estate in respect of which the Company

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possessed a right of way under an agreement dated the twenty-third day of December nineteen hundred and eight and made between the legal personal representatives of Robert Cardwell deceased and Messrs. Bean and Outhwaite. Such land when acquired shall become part of the Bond Street continuation and be for ever thereafter maintained by the Corporation as part of the public highway of Bond Street aforesaid. The parties hereto shall each pay one half of the purchase price and of all costs and expenses in connection therewith but in the event of powers for acquisition of the said strip of land being sought by the Corporation under the Bill hereinafter mentioned the said costs and expenses shall not be deemed to include any part of the costs and expenses of or in connection with the promotion of such Bill.

26. The Corporation shall at its own expense take any steps which may be necessary to extinguish or divert any right of way over any part of the land edged red on the plan and shall indemnify the Company against all actions and proceedings by and damage done to or by any party by reason of any interference by the Company with any such right of way in pursuance of the rights of the Company under this agreement.

27. Subject as herein expressly provided all sales and conveyances of land by the Corporation to the Company and by the Company to the Corporation hereunder shall be completed not later than the first day of February nineteen hundred and thirty-two.

28. In the existing agreements the expression "the Company" shall where the context so admits be deemed to include the successors and assigns of the Company.

29. The Corporation shall apply for and use their best endeavours to obtain parliamentary powers by private Bill in the session 1931-32 and if necessary in the next succeeding session for confirming this agreement and the existing agreements and this agreement and those agreements shall be scheduled to such Bill. This agreement is made and the existing agreements shall be deemed to have been made subject to such alterations (if any) as Parliament may think fit to make therein but if the committee of either House of Parliament on the said Bill shall make any material alteration in this agreement or either of the existing agreements it shall be competent to either of the parties to such agreement to withdraw the same from the Bill. The Corporation shall also apply for and use their best endeavours to obtain any other official sanction or authority which may be necessary for enabling them to carry out the provisions of this agreement and the existing agreements as modified by this agreement.

30. In case of any difference between the parties hereto with respect to the meaning or effect of any provisions of this



agreement or of any of the existing agreements or with respect to any matter referred to therein or arising thereon such difference shall be referred to a single arbitrator to be agreed upon by the parties or failing such agreement to an arbitrator to be selected and appointed for the purpose by the President for the time being of the Law Society on the application of either of the parties in difference and the provisions of the Arbitration Act 1889 or any statutory modification thereof shall apply to such reference and the parties hereby agree that any such reference relating to the said existing agreement of the twenty-third day of February nineteen hundred and seventeen shall be in substitution for the reference provided for under clause 24 of that agreement. A.D. 1932.

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

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The SCHEDULE above referred to.

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1. As to the westerly corner of the land edged violet formerly belonging to the Duchy of Lancaster the following exception and reservation contained in an indenture dated the eighteenth day of January eighteen hundred and ninety-four and made between the Queen of the one part and the Corporation of the other part viz. :—

“ Except wrecks and except nevertheless and always reserved unto Her Majesty Her heirs successors and assigns All royal mines and all other mines minerals and mineral substances other than gravel shingle stone clay marl sand and soil which may not be required to be removed in the course of due working of the reserved minerals and mineral substances with full and free liberty for Her or them or Her or their officers grantees and tenants and all persons in that behalf authorised by Her or them to search for work to take and carry away such mines minerals and mineral substances by means of underground workings only and with full liberty to make use of or employ any such underground workings for any purposes whatsoever connected with those or other mines but excluding any purpose connected with gravel shingle stone clay marl sand or soil which may not be required to be removed in the course of due working of the reserved minerals and mineral substances.”

2. As to the land marked “ Q R S T ” on the plan and coloured brown thereon the following covenants contained in an indenture dated the twenty-second day of September eighteen

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A.D. 1932. — hundred and ninety-six and made between James Cardwell of the first part William Cardwell of the second part Edward Cardwell of the third part John Cardwell of the fourth part and the Corporation of the fifth part viz. :—

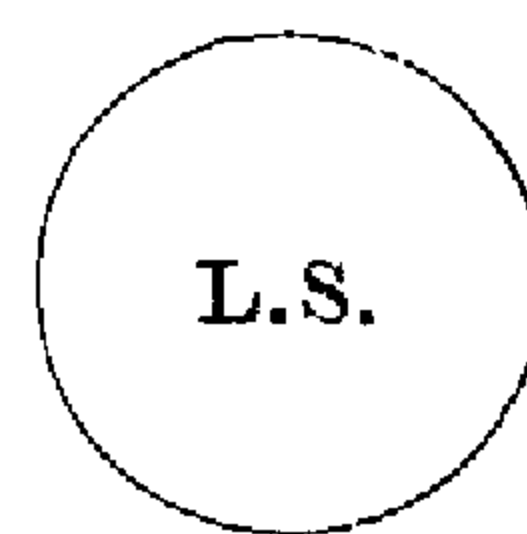
“ And the Corporation do hereby for themselves their successors and assigns covenant with the parties hereto of the first second third and fourth parts and as a separate covenant with each and every one of them That the spaces of land coloured green on the said plan shall be left between the buildings which shall front any street and the footwalk and that the same spaces of land shall be for ever unbuilt upon except for bay windows steps or porticoes which shall not project more than four feet from the line of the fronts and the areas shall be enclosed with palisades to be approved of by the surveyor of the said parties hereto of the first second third and fourth parts which approval shall not be unreasonably withheld That such portion of the land as is shown on the said plan as forming part of any proposed street or streets road back road or passage or passages shall be left open and unbuilt upon and at such time as the said parties hereto of the first second third and fourth parts shall direct shall be open to the public as common highways but shall not become repairable by the inhabitants at large until the Corporation shall so declare That all houses to be erected upon the said plot of land expressed to be hereby granted and conveyed shall front a street That no houses to be erected upon the said plot of land expressed to be hereby granted and conveyed or any part thereof shall be of a less annual value than forty-five pounds That all buildings to be erected upon the said plot of land expressed to be hereby granted and conveyed or any part thereof shall be finished with iron or stone cornices stone doorcases and with stone steps stone window sills and heads and no buildings to be erected on the said plot of land expressed to be hereby granted and conveyed shall be used for the purpose of any trade business or manufactory which may produce more smoke than a dwelling-house or any disagreeable smell That no buildings shall be erected as back and front houses That no cow house or pigsty shall be erected upon the said plot of land expressed to be hereby granted and conveyed or any part thereof That no buildings to be erected upon the said plot of land expressed to be hereby granted and conveyed or any part thereof shall be used as a public dancing room That the Corporation their successors and assigns will within five years from the date hereof extend the existing carriage drive and parade through or across the said plot of land expressed to be hereby granted and conveyed as far as the southerly boundary thereof and

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also will within the like period continue or extend Balmoral Road and Osborne Road in a westerly direction as shown upon the said plan until the said roads join up to or become connected with the said proposed extension of the said carriage drive and parade and that the present sea view down Osborne Road and Balmoral Road aforesaid from the plot of land on the east of Church Street South Shore aforesaid and edged blue upon the said plan drawn upon these presents and conveyed to one William Lumb by an indenture dated the thirtieth day of July one thousand eight hundred and eighty-four and made between the said parties hereto of the first second third and fourth parts of the one part and the said William Lumb of the other part shall be unobstructed Provided always and it is hereby expressly agreed and declared that nothing herein contained shall in any way prejudice or affect any right or power of the Corporation to widen enlarge protect or otherwise improve the said carriage drive or parade or either of them."

A.D. 1932.

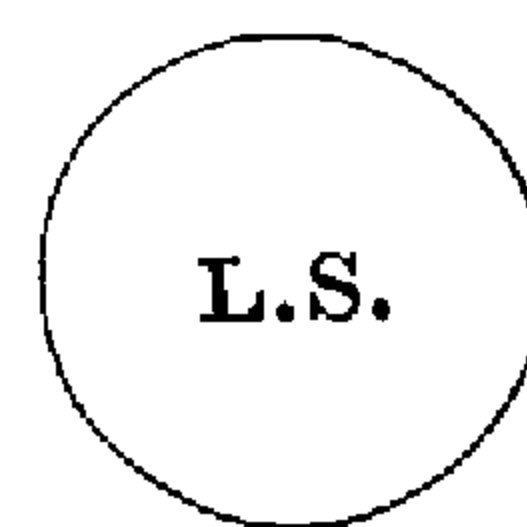
The common seal of Blackpool Pleasure Beach Limited was hereunto affixed in the presence of—



L. M. BEAN  
L. D. KIDSON } Directors.

LEONARD THOMPSON Secretary.

The common seal of the mayor aldermen and burgesses of the borough of Blackpool was hereunto affixed by authority of the council of the said borough in the presence of—



LEONARD NEWSOME Mayor.  
by D. L. HARBOTTLE Town Clerk.

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