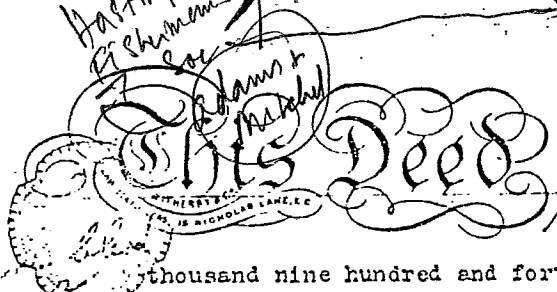


Hastings 67 (1)

Hastings
of
St. James's
Market

Simmons
Behar (2) R.

9 MAY 47



Deed OF COMPROMISE made the Ninth of May One

thousand nine hundred and forty seven BETWEEN THE MAYOR ALDERMEN AND BURGESSSES OF THE COUNTY BOROUGH OF HASTINGS (hereinafter referred to as "the Corporation") of the first part GEORGE HENRY SIMMONS of 38 Boyne Road in the said County Borough Fisherman and GEORGE DURN of 17 Hastings Wall in the said County Borough Fisherman (hereinafter called "the Plaintiffs") of the second part and the HASTINGS FISHERMEN'S SOCIETY being a registered friendly

GHS
George Beer
Thomas St
Willes' Place
Martin
L. Williams
44 Mitchell Rd

Society and having its office at The Fishermen's Institute Hastings (hereinafter called "the Society" which expression shall include their successors or assigns) acting by EDWARD FREDERICK ADAMS of 14 All Saints Street in the said County Borough Fisherman and ROBERT EDWARD MITCHELL of 29 Bembrook Road in the said County Borough Fisherman and Secretary of the Society their duly authorised agents of the third part.

WHEREAS :-

- (a) Portions of the Beach and Foreshore within the said County Borough are and have long been known as "the Stade" and the Corporation claim to be the owners in fee simple of the whole of the Stade and of all foreshore abutting thereon.
- (b) Portions of the Stade are shown on the two maps annexed hereto and marked respectively Map No. 1 and Map No. 2 and the said portions on such plans are divided into three parts one coloured pink one coloured blue and one coloured green and such parts are hereinafter referred to respectively as "the Pink Stade" "the Blue Stade" and "the Green Stade".
- (c) A number of persons carry on and have for a long period or periods carried on the trade or business of fishermen in the said Borough including the Plaintiffs.
- (d) The Society was established in the year One thousand eight hundred and thirty-one and its members consist of fishermen inhabitants of the said Borough and its objects are to look after the interests of fishermen in the said Borough.
- (e) On the Tenth day of December One thousand nine hundred and thirty-seven the Plaintiffs commenced an action in the Chancery Division of the High Court of Justice against the Corporation the short title of such action being "Simmons v. the Corporation of

ovr.
llp

Hastings 1937 S.4020.

(f) In such action the Plaintiffs are expressed to be suing on behalf of themselves and of all persons carrying on the trade or business of fishermen in the said Borough and they claim various declarations as to rights claimed by such fishermen over the Stade and foreshore or parts thereof and injunctions to restrain interference with the rights so claimed. Full particulars of their claim are set out in the amended Statement of Claim in the said action.

(g) Pleadings in the said action were closed in the year One thousand nine hundred and thirty-eight and discovery of documents followed but owing to the War no further step has been taken in the action up to now.

(h) There existed on the Pink Stade (i) a Fishmarket in the position shown on Map No. I and (ii) a number of old wooden erections known as and hereinafter referred to as "Rope Shops" which are indicated on Map No. I as small squares or oblongs mostly erected in groups running north and south.

(i) The parties hereto have agreed to compromise the said action and the claims therein referred to on the terms hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. This Deed is made by way of compromise as aforesaid and in consideration of the premises and the provisions hereinafter contained.

2. The Plaintiffs and the Society admit that the whole of the Stade and (subject as after mentioned) all erections thereon and the foreshore abutting on the Stade are vested in the Corporation in fee simple and that the Corporation have full rights of ownership over the same subject only to (A) the provisions of any relevant statutes (B) the rights of the registered fishermen hereinafter granted or confirmed and (C) so far as concerns the foreshore comprised in the Conveyance dated the Eighth day of September One thousand eight hundred and ninety-three to the Corporation the terms of such conveyance.

3. The Corporation hereby grant an irrevocable licence to all registered fishermen to exercise on the Blue Stade the following powers:-

FHM copy Rub.
to take
minutes
20th, 6/9/1895

- (a) To draw up and maintain fishing vessels.
- (b) To place and maintain fishing gear (which expression herein includes capstans) but subject to the reasonable approval of the Corporation as to the position of such gear.
- (c) To lay out fishing nets but not so as to prevent or interfere with the exercise by the Corporation or by persons authorised by them or by the public of any of their rights or powers over the Stade but the exercise of the said powers by the registered fisherman shall be conditional on the observance by such registered fishermen respectively of the provisions hereinafter contained or referred to.

4. As to the said Rope Shops:-

- (a) Each registered fisherman who is now in occupation of a Rope Shop shall (subject as hereinafter mentioned) be entitled to remain in occupation thereof on a tenancy from year to year dating as from the Twenty-fourth day of June One thousand nine hundred and forty-six at the yearly rent of five Shillings.
- (b) The said Rope Shops shall be used only in connection with the carrying on by a registered fisherman of his fishing business.
- (c) The Corporation shall have power at any time or times at their discretion to (i) re-erect any then existing rope shop or (ii) erect new rope shops all such rope shops and any new rope shop to be in such position on the Pink Stade as may be selected by the Corporation but so that they shall be placed in groups at intervals along the southern portion of the Pink Stade and reasonably near Capstan sheds.
- (d) The then tenant of any rope shop which is re-erected shall thereafter be entitled to remain as tenant thereof on the new site and the Corporation shall be entitled to take possession of the former site thereof.
- (e) As and when a new rope shop is erected the Corporation will have power to demolish and take over the site of the older rope shop of which the new rope shop is intended by the Corporation to take the place.
- (f) As to each new rope shop which is erected the same shall be let by the Corporation to a registered fisherman on such terms as may be mutually agreed between the Corporation and such fisherman but preference shall be given to any registered fisherman who was tenant of the old shop of which it takes the place.

(g) The Corporation may forthwith by notice terminate the tenancy of any tenant who commits any breach of the provisions of this deed or of his tenancy.

5. The Registered Fishermen shall be entitled to use as heretofore the said existing Fishmarket so long as the same exists but the Corporation shall have power at any time to erect on the Pink Stade a new Fishmarket to take the place of the existing one and upon such new market being erected the Corporation may demolish the existing one or use it for any purpose as they may think fit. The position of any such new Fishmarket shall be selected by the Corporation in consultation with the Society (if such Society is then still in existence).

6. Registered Fishermen are to be entitled (in common with all other persons who have the right or who may be authorised by the Corporation) to a right of way over the Pink Stade along the route coloured pink hatched blue on Map No. I. Provided that the Corporation may divert this way if they so desire on providing a substituted way at least as wide as that so marked on the plan in which case the rights of the Registered Fishermen under this Clause shall be transferred to the substituted way.

7. Each Registered Fisherman is to mark as far as may be reasonably practicable all his fishing gear with his name in a clear manner and to remove from the Stade all gear that is or becomes derelict fishing gear now or hereafter placed on the Stade under Licence from the Corporation shall remain the property of the owner notwithstanding that the same may be fixed to the soil. Provided that if and whenever any fishing gear (a) is not clearly marked with the name of the then owner or (b) is derelict and not removed by the owner the Corporation shall be entitled to remove the same and unless such gear is claimed by the owner thereof within four weeks of removal the same may be destroyed or disposed of by the Corporation.

8. The rights of fishermen hereunder are only in connection with the trade or business of fishing except that if and so long as a fishing boat owned by a registered fisherman is licenced by the Corporation to be used for carrying passengers such boats may be beached on the Blue and Green Stades but only in such manner and position as shall not interfere with the exercise by the Corporation of their rights and usage thereof.

9. The Registered Fishermen in exercising their powers must at all times comply with all provisions of any relevant statute and with all Byelaws and Regulations which may be from time to time in force relating to the Stade or to the foreshore or otherwise and must also keep all parts of the Stade or foreshore used by them in a neat and tidy condition and shall at all times exercise their rights in a reasonable manner so as not to prevent the Corporation and persons authorised by them from exercising their rights over the Stade.

10. The expression "Registered Fishermen" means such fishermen resident in the said Borough as are entered in the register of local fishermen to be forthwith opened and hereafter kept by the Corporation. The persons to be so registered on the local register shall be determined by a special Committee to be composed of a Sub-Committee of the Corporation with the addition of two local fishermen nominated from time to time by the Society (so long as the Society exists or if the Society shall at any time cease to exist then two local registered fishermen nominated from time to time by the said Sub-Committee).

11. Registered Fishermen in the exercise of the rights hereby granted will use all endeavours to avoid undue interference with the use and management by the Corporation of the jetties and concrete hard on the Blue Stade.

11A. As to the said register of local fishermen:-

- (a) The name of each of the Plaintiffs shall be forthwith entered in such register.
- (b) each fisherman on the register shall pay to the Corporation a fee of One Shilling on his name being first entered on the register and also on each First day of September in each year in which his name continues to be so registered.
- (c) the Register shall be open to the inspection of any person authorised by the Society to inspect the same and also of every registered fisherman.
- (d) the name of any person on the local register shall be removed if the said special Committee shall determine to remove his name from the said register.
- (e) on the removal of the name of a person from the Corporation's Register he shall cease to be a registered fisherman.

12. The Corporation are not to be under any obligation or duty

Sp Com = Sub-Com
+ 2 local
nominals

to provide or maintain any capstans or any boat haulage service.

13. The Corporation reserve for themselves and all persons authorised by them and also all persons having a right of user full rights over the Blue Stade and the foreshore save so far as the same is for the time being being used by the Registered Fishermen hereunder and the Corporation reserve all their rights and powers present or future whether statutory or under Town Planning Scheme or under any Byelaws for the time being in force or under the said Conveyance.

14. Except as herein expressly provided nothing herein is to be deemed to limit or affect the rights and powers of the Corporation as owners of the Pink Stade or the Green Stade.

15. Every party to this deed shall pay their own costs of the negotiation preparation and execution of this deed in duplicate and one part shall be kept by the Corporation and the other by the Society. The stamp duty on the two parts of the deed shall be paid in equal moieties by the Corporation and the Society.

16. The Plaintiffs for themselves and the Society so far as they have power to do so on behalf of all other fishermen at Hastings accept the provisions of this deed in full satisfaction of all claims and demands made in the said action and hereby release all other rights so claimed.

Every fisherman who at any time applies to be and is registered in the said register of local fishermen thereby adopts and confirms this deed and ratifies the authority of the Society to be a party hereto on his behalf.

17. An order shall forthwith be applied for in the said action by the Plaintiffs staying all further proceedings on the terms of this deed and leaving each party to bear their own costs of the said action and the Corporation will appear to consent to and support such application.

I N W I T N E S S whereof the Corporation has caused its Common Seal to be hereunto affixed and the parties hereto of the second and third parts have set their respective hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of the MAYOR ALDERMEN
and BURGESSES of the COUNTY BOROUGH
of HASTINGS was hereunto affixed in
the presence of: *St. Charles* Mayor.

W. J. East Town Clerk

