ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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Cap. CCXXX.

An Act for the Incorporation of the *Burnley* Market Company; and for other Purposes.

[5th *July* 1865.]

WHEREAS the *Burnley* Market Company, Limited (in this Act called "the Limited Company"), were established by Memorandum of Association and Articles of Association, dated respectively the Fourteenth Day of *October* One thousand eight hundred and sixty-four, and on the Seventeenth Day of *October* One thousand eight hundred and sixty-four they obtained their Certificate of Registration as a Limited Company incorporated under "The Companies Act, 1862:" And whereas the Capital of the Limited Company is Thirty thousand Pounds, in Six thousand Shares of Five Pounds each, of which Shares Three thousand five hundred and thirty-five have been issued, and Two thousand six hundred and forty have been fully paid up, and Two Pounds *per* Share have been paid upon Eight hundred and ninety-five of such Shares: And whereas the Limited Company have acquired the Market Place in *Burnley*, and the Lands, Buildings, Rights, and Privileges of a Copartnership called "the Company of Proprietors of the Market Place, *Burnley*" (in this Act called "the old Company"), and the Limited Company are maintaining and

regulating Markets and a Market Place in *Burnley*: And whereas, owing to the great Increase of the Population of *Burnley* since the Establishment of the present Market Place, the Market Accommodation there has become wholly inadequate to meet the Wants of *Burnley* and its Neighbourhood: And whereas the Limited Company are desirous and it is expedient that they be incorporated by this Act into a Company (in this Act called "the Company"), and their Memorandum of Association and Articles of Association be annulled: And whereas it is expedient that the Company be authorized to acquire additional Lands in *Burnley*, and to make and maintain additional Market Houses, Market Places, Exchanges, Slaughter-houses, and other Buildings and Conveniences for the Purposes of their Markets: And whereas the Mayor, Aldermen, and Burgesses of the Borough of *Burnley* (in this Act called "the Corporation") are the Local Board of Health for the District of *Burnley*, and *Curzon Street East*, *Rodney Street*, *Middle Rodney Street*, *Rodney Court*, *Poke Street*, *Fountain Street*, and *Fountain Court* in *Burnley* are vested in or under the Management of the Corporation, and it is expedient that for the Purposes of this Act those Streets and Courts be closed, and the Sites thereof be appropriated by the Company: And whereas *New Market Street*, *Chancery Street*, and *Saint James Street* in *Burnley*, which lead to the Market Place, and which are also vested in or under the Management of the Corporation, are narrow and inconvenient, and it is expedient that the Company be authorized to widen and improve those Streets: And whereas great Inconveniences are occasioned by the holding of Markets in some of the Streets of *Burnley*, and it is expedient that when the additional Market Accommodation is provided the holding of Markets in the Streets should wholly cease: And whereas it is expedient that the Company be authorized to acquire the Rights of holding other Markets within the Limits of this Act, and that all the Markets within those Limits be held at the Company's Market Houses and Market Places: And whereas it is expedient that Sections One hundred and sixty-six, One hundred and sixty-eight, and so much as relates to Markets of Section One hundred and sixty-seven of "The *Burnley* Improvement Act, 1854," be repealed: And whereas it is expedient that Provision be made for the Transfer of the Undertaking, Property, and Effects of the Company to the Corporation: And whereas Plans and Sections of the Works by this Act authorized showing the Lines and Levels thereof respectively, the Plans also showing the Lands and Streets to be taken for the Purposes thereof, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the Clerk of the Peace for the County Palatine of *Lancaster*, and these Plans, Sections, and Books of Reference are in this Act referred

referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act 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 Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Burnley* Market Act, 1865."

Commencement of Act.

2. This Act shall commence and have Effect on and after the Third *Wednesday* next after the passing thereof.

8 & 9 Vict., cc. 16. & 18., 10 & 11 Vict. c. 14., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 118. incorporated.

3. "The Companies Clauses Consolidation Act, 1845," and "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Markets and Fairs Clauses Act, 1847," (save so far as any of the Sections or Provisions of those Acts respectively are expressly excepted or varied by this Act,) are incorporated with and form Part of this Act.

The same Meanings to Words in incorporated Acts as in this Act.

4. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided that the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated therewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt and not a Debt or Demand created by Statute; and the Words "Shares" and "Shareholders" include "Stock" and "Stockholders."

Burnley Market Company incorporated.

5. The several Persons who immediately before the Commencement of this Act were the Shareholders of the Limited Company, and all other Persons and Corporations who from Time to Time take Shares of the Capital of the Company, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the *Burnley* Markets and Market Houses and Market Places and other Works by this Act authorized, and for other the Purposes of this Act, and for those Purposes are by this Act incorporated by the Name of "*Burnley* Market Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, sell, and otherwise dispose of Lands

and

and other Property for the Purposes but subject to the Restrictions of this Act, and to carry this Act in all respects into execution.

First and Ordinary Meetings.

6. The First Meeting of the Company shall be held within Six Months after the passing of this Act; and unless and until a General Meeting otherwise resolve there shall be One yearly Ordinary Meeting of the Company, which shall be held on the Second *Wednesday* in the Month of *June* in every Year.

Quorum of General Meeting.

7. The Quorum of a General Meeting is Six Shareholders holding in the aggregate not less than Five hundred Shares in the Capital of the Company.

Number and Qualification of Directors.

8. The Number of Directors shall be Twelve, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Capital of the Company.

Quorum of Directors.

9. The Quorum of a Meeting of Directors shall be Five Directors.

First Directors, their Retirement and Rotation.

10. The several Persons who immediately before the Commencement of this Act were the Directors of the Limited Company shall be the First Directors, and they shall retire from Office at the Times and in the Rotation in which they as Directors of the Limited Company would retire if this Act were not passed.

Capital.

11. The Capital of the Company shall be Forty-five thousand Pounds, in Four thousand five hundred Shares of Ten Pounds each.

Shares vested in Shareholders of Limited Company.

12. On the Commencement of this Act so many of the Shares of the Company's Capital as are equivalent in nominal Amount to the Shares of the Capital of the Limited Company which immediately before the Commencement of this Act were held by registered Holders thereof are by this Act vested in those registered Holders in the Proportion of One Share of the Company's Capital for Two Shares of the Limited Company's Capital so held: Provided that, where, by reason of an uneven Number of Shares of the Limited Company's Capital being held by any Person, the vesting cannot be exactly in that Proportion, then One Half of One Share of the Company's Capital shall be so vested in respect of the odd Share of the Limited Company's Capital, and whenever any Person becomes the Holder of any Two of the Half Shares so vested, the same shall thereupon and for ever thereafter be united into and be One Share of the Company's Capital, and the Company shall keep their Registers accordingly.

13. Every

Shares so vested and paid up as Shares of Limited Company.

13. Every Share of the Company's Capital so vested shall be deemed to be paid up to the same Extent as the Two Shares of the Limited Company's Capital in respect of which it is so vested were immediately before the Commencement of this Act paid up or deemed to be paid up; and every Half Share so vested shall be deemed to be paid up to the same Extent as the odd Share in respect of which it is so vested was immediately before the Commencement of this Act paid up or deemed to be paid up.

Shares so vested to represent Limited Company's Shares.

14. Every Share and Half Share respectively of the Company's Capital so vested is by this Act substituted for and shall represent the Shares or Share of the Limited Company's Capital in respect of which it is so vested, and shall accordingly be subject to all such Trusts, Powers, and Provisions, and shall pass and be affected by Wills, Awards, Agreements, and other Instruments, and otherwise as if the respective vested Share or Half Share were the respective Shares or Share of the Limited Company's Capital, and the respective Holders of the vested Shares shall in respect thereof be Shareholders of the Company accordingly.

Certificates of vested Shares to be issued.

15. The Company shall, when thereunto reasonably requested, issue to the Holders of the vested Shares and Half Shares respectively Certificates thereof: Provided, that the Company shall not be bound to issue to the Holder of any vested Share or Half Share any Certificate thereof unless and until he deliver to them to be cancelled by them or show to their Satisfaction the Loss or Destruction of the Certificate of the Shares or Share of the Limited Company's Capital in respect of which the Share or Half Share of the Company's Capital is so vested.

Certificates to be exchanged.

16. If and when the Company so think fit they may require the several Holders of Shares of the Limited Company's Capital to exchange their respective Certificates of those Shares for Certificates of the vested Shares and Half Shares respectively.

Calls.

17. One Pound a Share shall be the greatest Amount of a Call, and One Month at least shall be the Interval between the successive Calls; and the total Amount of all the Calls on any Share or Half Share in any One Year shall not exceed Three Fourths of the nominal Amount thereof.

Shares not to issue till Twenty per Cent. paid up.

18. It shall not be lawful for the Company to issue any Share or Half Share created under the Authority of this Act, nor shall any Share or Half Share vest in the Person accepting the same, unless and until

until not less than Twenty *per Centum* of the Amount of such Share or Half Share shall have been paid up in respect thereof.

Debenture Stock.

19. The Company from Time to Time may create and issue Debenture Stock in respect of any Monies which by this Act they are authorized to borrow.

Power to borrow on Mortgage.

20. The Company may borrow on Mortgage any Sum or Sums of Money not exceeding in the whole the Sum of Fifteen thousand Pounds: Provided always, that no Part of the said Sum of Fifteen thousand Pounds shall be borrowed until the whole of the Capital of Forty-five thousand Pounds shall have been subscribed for, and One Half thereof paid up, nor until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that such Capital of Forty-five thousand Pounds has been subscribed for *bonâ fide* and issued, and that One Half thereof has been paid up, and that not less than One Fifth of the Amount of each Share or Half Share has been paid on the Issue thereof, and that such Shares and Half Shares are held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Arrears may be enforced by Appointment of a Receiver.

21. The Mortgagees of the Company may enforce Payment of the Arrears of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Fifteen hundred Pounds.

Application of Monies.

22. All and every Part of the Monies raised by the Company by Shares and by borrowing respectively shall be applied only for Purposes of their Undertaking.

Limited Company's Memorandum and Articles of Association annulled, and limited Company dissolved.

23. On the Commencement of this Act the Memorandum of Association and Articles of Association of the Limited Company are by this Act annulled and the Limited Company are by this Act dissolved, and within One Month after the Commencement of this Act Notice thereof and of the Dissolution of the Limited Company shall be given to the Registrar of Joint Stock Companies and be registered by him.

Property of Limited Company vested in Company.

24. On the Commencement of this Act all the Markets, Market Houses, Market Places, Buildings, Works, Conveniences, Lands, Estates, Easements, Franchises, Rights, Liberties, Powers, Authorities, Privileges, Tolls, Stallages, Rents, Monies, Securities, Credits, and Choses

Choses in Action and other Property, Effects, Claims, and Demands whatsoever, including the Property and Effects, Claims and Demands, late of the old Company, to which immediately before the Commencement of this Act the Limited Company or any Person in trust for them were seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act vested in the Company as their own absolute Property and Effects for the Purposes of this Act, but subject to all Debts, Charges, Incumbrances, Claims, and Demands affecting the same or affecting the Limited Company in respect of the same.

General Saving of Rights under Memorandum and Articles of Association of Limited Company.

25. Notwithstanding the annulling of the Memorandum of Association and Articles of Association of the Limited Company, and the Dissolution of the Limited Company, and the vesting of their Property and Effects in the Company, and except only as is by this Act otherwise provided, everything before the Commencement of this Act done and suffered respectively under or by virtue of the Memorandum of Association and Articles of Association shall be as valid as if this Act were not passed; and the annulling, Dissolution, and vesting, and the Operation of this Act respectively, shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if this Act were not passed would be incident to or consequent on everything so done and suffered respectively; and with respect to everything so done and suffered, and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents represent the Limited Company: Provided, that the Generality of this Provision shall not be restricted by any of the other Sections and Provisions of this Act.

Conveyances, &c., preserved.

26. Notwithstanding the annulling, Dissolution, and vesting, all Purchases, Sales, Conveyances, Leases, Mortgages, Bonds, Deeds, Securities, and Contracts before the Commencement of this Act made with respect to the old Company and the Limited Company respectively shall be as effectual to all Intents for, against, and with respect to the Company as if the same had been made or executed by, to, or with respect to the Company instead of the old Company, or, as the Case shall be, the Limited Company, and may be proceeded on and enforced by and against the Company in like Manner to all Intents and Purposes as if the Company had been party or privy thereto or referred to therein, instead of the respective Company actually party or privy thereto or referred to therein.

Certificates, &c., of Shares to remain.

27. Notwithstanding the annulling, Dissolution, and vesting, all Certificates, Sales, Transfers, and Dispositions before the Commencement

ment of this Act made or executed under the Limited Company's Articles of Association of or with respect to any Shares shall for the Purposes of this Act remain in full Force and continue and be available in all respects.

Actions not to abate.

28. Notwithstanding the annulling, Dissolution, and vesting, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Limited Company before the Commencement of this Act shall not abate or be discontinued or prejudicially affected by this Act, but shall continue and take Effect, both in favour of and against the Company, in like Manner, to all Intents and Purposes, as the same respectively might if this Act were not passed continue and take Effect in favour of or against the Limited Company, save only that the Company shall be substituted therein for the Limited Company.

Debts to be paid.

29. Notwithstanding the annulling, Dissolution, and vesting, all Persons who immediately before the Commencement of this Act owed any Money to the Limited Company or to the old Company, or to any Persons on their Behalf respectively, shall pay the same, with all Interest, if any, due and payable or accruing for the same, to the Company; and all Monies which immediately before the Commencement of this Act were owing by or recoverable from the Limited Company or the old Company, or for the Payment of which they respectively were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Resolutions, &c., continued.

30. Notwithstanding the annulling, Dissolution, and vesting, all Resolutions, Orders, and Regulations of the Limited Company which immediately before the Commencement of this Act were binding on the Limited Company, their Directors, Officers, or Servants, or others, shall continue in full Force, and be in like Manner and to the same Extent binding on the Company, their Directors, Officers, and Servants, and others.

Books, &c., continued Evidence.

31. Notwithstanding the annulling, Dissolution, and vesting, all Registers, Documents, Books, and Writings which if this Act were not passed would be receivable in Evidence shall be admitted as Evidence in all Courts of Law and Equity and elsewhere.

Officers in Service of Limited Company continued.

32. Notwithstanding the annulling, Dissolution, and vesting, every Officer and Servant of the Limited Company appointed by virtue of and acting under the Articles of Association, and immediately before the Commencement of this Act in their Employment, shall hold and enjoy

enjoy his Office and Employment with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company until he be removed from the Office or Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed under this Act.

Certain Sections of 17 & 18 Vict. c. lxvii. repealed.

33. On the passing of this Act, Sections One hundred and sixty-six, One hundred and sixty-eight, and so much as relates to Markets of Section One hundred and sixty-seven, of "The *Burnley* Improvement Act, 1854," are by this Act repealed, but the Repeal thereof shall not have any retroactive Operation.

Power to Company to take Lands.

34. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans and described in the deposited Books of Reference as they think fit.

Powers for compulsory Purchases limited.

35. The Powers of the Company for the compulsory Purchase of Land for the Purposes of this Act shall not be exercised after the Expiration of Five Years after the passing of this Act.

Power to Company to take Curzon Street East, &c.

36. The Company may enter upon, take, and use for Purposes of this Act the Sites of *Curzon Street East*, *Rodney Street*, *Middle Rodney Street*, *Rodney Court*, *Poke Street*, *Fountain Street*, and *Fountain Court*, all in *Burnley*; and when and as the Company enter upon and take the same respectively all Rights of Way and other public Rights in, over, or affecting the same shall by this Act be thereupon extinguished; and from and after the Commencement of this Act, all Rights of Way and other public Rights in, over, or affecting the Property of the Limited Company and the Company are by this Act extinguished.

Power to Company to purchase Lands by Agreement.

37. The Company from Time to Time, by Agreement, may purchase or otherwise acquire any Lands and any Easements or Rights in, over, or affecting Lands which they think requisite for any of the Purposes of this Act, and in order thereto the Word "Lands" in "The Lands Clauses Consolidation Act, 1845," and in "The Lands Clauses Consolidation Acts Amendment Act, 1860," respectively incorporated with this Act, includes for the Purposes of this Act Easements and Rights in, over, or affecting Lands.

Power to Company to purchase

38. The Company from Time to Time, by Agreement, may purchase and acquire any Franchises and other Rights of and with respect

Market Rights by Agreement.

respect to Markets and the holding of Markets within the Borough and Town of *Burnley*, and taking Tolls thereat.

Power to Company to make Works.

39. Subject to the Provisions of this Act, the Company from Time to Time may make and maintain in the Lines and in accordance with the Levels shown on the deposited Plans and Sections, and in and upon the Lands which they are by this Act authorized to enter upon, take, and use, and their other Lands, the several Works by this Act authorized.

Works authorized by Act.

40. The Works which the Company are by this Act authorized to make and execute comprise the following Works; (that is to say,)

(A.) The making and maintaining of new and the extending of existing Markets, Market Houses, Market Places, Exchanges, Slaughter-houses, and other Market and Public Buildings, Works, and Conveniences on Lands from Time to Time belonging to the Company:

(B.) The widening and improving of *New Market Street* on the Western Side thereof and of *Chancery Street* on the Eastern and Western Sides thereof, and of *Saint James Street* on the South-western Side thereof:

(C.) The stopping, up, diverting, and altering of and otherwise interfering with, either temporarily or permanently, public Streets, Highways, Footways, Sewers, Drains, and other Works and Conveniences in the Lands shown on the deposited Plans, so far as the Company from Time to Time find it expedient for any of the Purposes of this Act so to interfere with the same.

Period for Completion of Works.

41. The Works shown on the deposited Plans and Sections shall be completed within Seven Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed: Provided, that after the Expiration of that Period the Company may add to, enlarge, and improve such of those Works as they complete within that Period.

Notice to be given of taking of Houses of Labouring Classes.

42. The Company shall, not less than Eight Weeks before they take any Houses amounting to Fifteen in Number or more, occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his

his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Company to provide Stalls, &c., for Market.

43. Subject to the Provisions of this Act the Company from Time to Time may maintain and provide in and upon the Lands from Time to Time belonging to them all such Stalls, Standings, Weighing Machines, Cranes, Slaughter-houses, Water Supply, Works, and Conveniences whatsoever for the Accommodation of Persons resorting to the Markets as the Company think fit, and may fit up their Market Places and Market Houses accordingly.

Power to Company to provide Slaughter-houses.

44. The Company from Time to Time may provide in Lands belonging to them such Slaughter-houses as are from Time to Time sufficient for the slaughtering of Cattle for the Supply of *Burnley* and the Neighbourhood thereof.

Power to Company to maintain and regulate Markets.

45. Subject to the Provisions of this Act, the Company from Time to Time may maintain and regulate their Markets for supplying the Inhabitants of *Burnley* and the Neighbourhood thereof with such Cattle, Provisions, Goods, and other marketable Commodities as the Company from Time to Time think fit to allow to be bought and sold therein; and may appoint such Places for the several Markets as they from Time to Time think fit.

Markets to be maintained.

46. The several Markets which the Company may from Time to Time maintain and regulate comprise the following Markets:

(A.) A Cattle and Hide Market:
(B.) A Corn, Hay, and Straw Market:
(C.) A Meat Market:
(D.) A Fish Market:
(E.) A Poultry, Butter, and Eggs Market:
(F.) A Vegetable and Fruit Market:
(G.) A General Market:
(H.) An Exchange.

Limits of Company's Markets. Present Markets not Company's not to be held.

47. The Limits of the Company's Markets are the Borough and Township of *Burnley* and the Township of *Habergham Eaves* in the Parish of *Whalley*, and from and after the Time when the Company have purchased or compensated for all other legal Market Rights (if any) within those Limits which, before the Time for the opening for public Use of the Market Place enlarged under this Act, they are required to purchase or compensate for, and the enlarged Market Place is opened for public Use, no other Market, not being a Market of the Company, shall be held in any of the Streets or elsewhere within the Borough and Township of

Burnley

Burnley or within the Township of *Habergham Eaves* in the Parish of *Whalley*.

Compensation to Persons having other Markets.

48. The Company shall, within Six Months next after the passing of this Act, and again at least Three Months and not more than Six Months before the Time for the opening for public Use of the Market Place made or enlarged under this Act, give by Advertisement in Two or more Newspapers circulating in *Burnley* Notice of the Limits of this Act, and that all Persons legally entitled to Markets within those Limits may require that the Company shall purchase those Markets or make Compensation by reason of the same being interfered with by or under this Act, and the Amount of the Purchase Money, if not agreed on, shall be ascertained, and the Purchase Money or Compensation shall be recovered and applied in accordance with the Provisions in that Behalf of the Lands Clauses Acts incorporated with this Act, or One of them.

Market Days.

49. The Company from Time to Time may appoint such Days and Places for the holding of the Markets respectively as the Company think fit, and may alter the Days and Places for holding all or any of the Markets: Provided that no Market shall be held on *Sunday*, *Christmas Day*, *Good Friday*, or a Day appointed for a public Fast or Thanksgiving, or, without the Consent of the Corporation, in any Street.

Public Notice of Market Days.

50. When the Company appoint any Day for the holding of a Market not being a Day on which the Market is held before the Commencement of this Act, they shall give public Notice thereof by Advertisement in Two or more Newspapers circulating in *Burnley*, and also by Placards posted on conspicuous Places within the Limits of their Market.

Public Notice of Change of Market Days.

51. Provided, That if the Company after having appointed any Day for the holding of any Market appoint any other Day for the holding thereof, the Change of Day shall not take Effect until the Expiration of One Month after the Publication by the Company in like Manner by Advertisements and Placards of Notice of the Change of Market Day.

Evidence of Publication of Notice.

52. A statutory Declaration by an Officer of the Company that public Notice of the Appointment or Change of a Market Day has been given in accordance with this Act shall be *primâ facie* Evidence of the Facts thereby declared.

53. The

Market Tolls, First, Second, and Third Schedules.

53. The Company from Time to Time may demand and take from any Person occupying or using any Shop, Stall, Standing, Shed, Station, or Place in any Market Place provided under this Act, or any Market House, Building, or Ground connected therewith, or bringing into the Market Place, Market House, Building, or Ground any Cattle, Hay, Straw, Fish, Poultry, Butter, Eggs, Cheese, Corn, Wool, Hides, Vegetables, Fruit, or other marketable Commodities, or any Show, Caravan, Exhibition, Booth, Tent, Theatre, or Place of Amusement specified respectively in the First, Second, and Third Schedules to this Act annexed, such Tolls as the Company from Time to Time appoint, not exceeding the Market Tolls specified in those Schedules respectively: Provided always, that it shall be optional with the Company to admitor not to admit Shows, Caravans, Exhibitions, Booths, Tents, Theatres, and Places of Amusement into the Company's Market Places and Premises.

Exchange Tolls; Fourth Schedule.

54. The Company from Time to Time may demand and take from any Person occupying or using any Desk, Box, Stand, Station, Room, or Building in any Exchange to be provided under this Act, or in any Building or Ground connected therewith, such Tolls as the Company from Time to Time appoint, not exceeding the Tolls specified in the Fourth Schedule to this Act.

Market Tolls for Stalls, &c., payable by successive Occupiers.

55. The several Tolls payable in respect of the Occupation or User of any Shop, Stall, Shed, Standing, Station, or Place shall be paid not only by the original Taker or Occupier thereof for a Part of a Day, if he do not occupy it the whole Day, but also by any subsequent Taker or Occupier of the same for any subsequent Part of the same Day.

Slaughter-house Tolls; Fifth Schedule.

56. The Company from Time to Time may demand and take from any Person slaughtering any Animal in any Slaughter-house of the Company any Tolls not exceeding the Slaughter-house Tolls specified in the Fifth Schedule to this Act annexed.

Weighing and measuring Tolls; Sixth Schedule.

57. The Company from Time to Time may demand and take for the weighing or measuring of any Article sold or brought for Sale by Weight or Measure in any Market Place or in any Market House, Building, or Ground connected therewith, from any Person having the Article weighed or measured at any Weighing House or Place for measuring or weighing provided by the Company, any Tolls not exceeding the Weighing and Measuring Tolls respectively specified in the Sixth Schedule to this Act annexed.

Tolls vested in Company.

58. The several Tolls which by this Act are authorized to be demanded and taken by the Company are by this Act vested in the Company for their own Benefit.

Leases of Tolls.

59. The Company from Time to Time may let all or any of the Tolls from Time to Time payable to them under this Act, and either with or separate from all or any of the Works and Conveniences of the Company, for not exceeding Three Years, on such Terms, pecuniary and otherwise, and Conditions as the Company and the Lessees mutually agree on.

Tolls to be taken by Lessees, &c.

60. The several Tolls respectively specified in the several Schedules to this Act annexed may be demanded and taken by the Officers of the Company and by the Lessees of the Company and their Officers respectively.

Leases of Slaughter-houses, &c.

61. The Company from Time to Time may let the Slaughter-houses, Weighing Houses or Weighing Places, and Weighing Machines, or any of them, for not exceeding Three Years, on such Terms, pecuniary and otherwise, and Conditions as the Company and the Lessees mutually agree on.

Leases of Stalls, &c.

62. The Company from Time to Time may let any of the Stalls, Shops, Standings, Sheds, Places, and other Conveniences in any of the Market Places and Market Houses, Exchanges and Buildings, and Grounds connected therewith to any Persons for not exceeding Three Years, on such Terms, pecuniary and otherwise, and Conditions as the Company and the Lessees mutually agree on.

Assignment of Leases.

63. The Lessee of any Tolls, Slaughter-house, Weighing House, Weighing Machine, Stall, Shop, Standing, or other Convenience, his Executors, Administrators, and Assigns, with the Consent of the Company, may assign the same for the Residue of his Term.

Recovery of Rents, &c., by Distress.

64. All Tolls and Rents or other Money due to the Company, and all Damages, Costs, and Expenses payable to them under this Act, and the Amount of which is not disputed, may be levied by Distress, and any Justice on Application of the Company shall issue his Warrant accordingly.

Several Names in One Warrant, &c.

65. Any Warrant of Distress issued under this Act may comprise in the Body thereof or in the Schedule thereto several Names and several Sums.

66. Any

Costs of Distress.

66. Any Justice who issues any Warrant of Distress for the Recovery of any Money payable to the Company under this Act may order that the Costs of the Proceedings for the Recovery of the Money be paid by the Person liable to pay the Money, and the Costs shall be ascertained by the Justice and included in the Warrant of Distress for the Recovery of the Money.

Recovery of Rents, &c., otherwise than by Distress.

67. Nothing in this Act shall prevent the Company from recovering any Toll, Rent, or other Money payable to them in any Court of competent Jurisdiction or by any other lawful Means.

Application of Penalties.

68. The Justices by whom any Penalty is imposed under this Act, or any Byelaw made in pursuance thereof, shall award the same to the Company.

Power to sell Lands.

69. The Company from Time to Time when and as they may think proper, may sell or dispose of any of the Lands for the Time being belonging to and vested in them and not then used or to be used for Market Purposes.

Sale of Company's Undertaking, &c., to Corporation.

70. If before the Expiration of Six Months next after the passing of this Act the Company and the Corporation shall have so agreed, then the Company shall sell to the Corporation and they shall purchase from the Company, on the Terms and Conditions so agreed on, the Undertaking, Property, Effects, Choses en Action, Powers, Authorities, Rights, and Privileges of the Company, save such Parts thereof as they mutually agree to except from the Sale and Purchase, and save also the Powers of the Company with respect to the Direction and Management of their Affairs as a Company; and at the Time so agreed on for the Sale and Purchase to take Effect the purchased Premises shall be by this Act vested in the Corporation as Part of their Corporate Estates, and the Sale and Purchase shall be evidenced by a Deed duly stamped, and in which the full Consideration is truly stated.

Execution of Act by Corporation.

71. From and after the Time of the vesting by this Act of the purchased Premises in the Corporation, this Act, save so far as regards the Direction and Management of the Affairs of the Company, shall apply to the Corporation instead of the Company, and may and shall be carried into execution by the Corporation accordingly, and for the Purposes of this Act the Corporation may use such of the Lands forming Part of their Corporate Estates as they from Time to Time think fit.

Power to Corporation to raise

72. For the Purposes of this Act the Corporation from Time to Time may borrow and reborrow, on Mortgage of the purchased Premises

Monies for Purposes of Act.

Premises and their other Corporate Estates, and their Borough Fund, and their other Corporate Funds and Monies, or any Parts thereof respectively, the Monies from Time to Time required for effecting the Purchase of the purchased Premises, and for the other Expenditure of the Corporation under this Act properly chargeable against Capital and the Costs of the Mortgages any further Sum not exceeding Forty thousand Pounds, and may apply the Monies so raised accordingly, and shall not apply for any Purpose properly chargeable against Revenue any Money so raised; provided that the Corporation shall not so reborrow any Sum paid off by means of a Sinking Fund.

Corporation to provide Sinking Fund.

73. The Corporation shall provide and from Time to Time apply, in accordance with the Provisions in that Behalf of the Acts relating to the Public Health and Local Government from Time to Time in force in the Borough, a Sinking Fund for paying off the Principal Monies borrowed by them under this Act, and the Amount which they shall set apart in every Year for the Sinking Fund shall be One Fortieth Part of the then Mortgage Debt.

Corporation's Income under Act.

74. All the Tolls and other Income of the Corporation under this Act shall from Time to Time be carried by their Treasurer to their Borough Fund, and shall be applied as Part thereof.

Corporation's Expenditure under Act.

75. All the Expenditure of the Corporation under and for the Purposes of this Act, and which is not by this Act otherwise sufficiently provided for, shall be defrayed by them out of their Borough Fund and the Funds belonging to them as Trustees for carrying into effect "The *Burnley* Improvement Act, 1854," and their other Corporate Funds and Monies, as if the Expenditure of the Corporation in that Behalf were an Expenditure necessarily incurred by them in carrying into effect with respect to the Borough of *Burnley* and "The *Burnley* Improvement Act, 1854," the Provisions of the Act for the Regulation of Municipal Corporations in *England*, and the Provisions of "The *Burnley* Improvement Act, 1854."

Corporation's "Market Accounts."

76. The Corporation shall keep separate and distinct Accounts of all their Receipts, Credits, Payments, and Liabilities under and for the Purposes of this Act, and the Accounts so kept shall be distinguished as their "Market Accounts."

Company to wind up their Affairs.

77. From and after the vesting by this Act of the purchased Premises in the Corporation, the Company shall proceed to wind up their Affairs, and, subject to the Payment or Satisfaction of all their Debts, Liabilities, and Engagements, shall divide their net Monies among

among their Shareholders in rateable Proportion to their respective Shares and Half Shares, if any, of the Company's Capital.

Dissolution of Company.

78. When and so soon as the Company have paid and satisfied all their Debts, Liabilities, and Engagements, and have divided their net Monies among their Shareholders, and have finally wound up their Affairs, the Company shall be by this Act dissolved and shall wholly cease to exist.

General Saving of Rights notwithstanding Dissolution of Company.

79. Notwithstanding the vesting by this Act of the purchased Premises in the Corporation, and the Dissolution of the Company, and except only as is by this Act otherwise provided, everything before the vesting and the Dissolution respectively done and suffered respectively under or by virtue of this Act, and every Right and Liability by this Act saved, shall be as valid as if the vesting and the Dissolution respectively had not happened, and the vesting and the Dissolution and the Operation of this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered, and every Right and Liability so saved respectively, and to all other Rights, Liabilities, Claims, and Demands, both present and future, which if the vesting and the Dissolution had not happened would be incident to or consequent on everything so done and suffered, and every Right and Liability so saved respectively; and with respect to everything so done and suffered, and every Right and Liability so saved respectively, and all such other Rights, Liabilities, Claims, and Demands, the Corporation shall to all Intents and Purposes represent the Company, and where requisite the Name of the Corporation shall be substituted for the Name of the Company: Provided that the Generality of this Provision shall not be restricted by any other of the Sections or Provisions of this Act.

Excepting Victoria Market.

80. And whereas there is in *Burnley* a small Building used as a Market Place and called "the *Victoria* Market:" Be it enacted, That the same shall be and it is hereby excepted from the Operation of this Act, and that none of the Provisions of this Act shall apply thereto.

Saving Rights of Corporation.

81. Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, Privileges, or Authorities of the Corporation in their Capacity either of a Municipal Corporation or of a Local Board of Health.

Provisions for General Act.

82. Nothing in this Act shall exempt the Company from the Provisions of any General Act hereafter passed with respect to Markets

Markets and Fairs, or from any Revision by Parliament of the Tolls by this Act granted to the Company.

Expenses of Act.

83. All the Costs, Charges, and Expenses of and incident to the preparing and applying for and the obtaining and passing of this Act shall be borne and paid by the Company.

The

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

FOR THE CATTLE AND HIDE MARKET.

	s.	*d.*
For each Horse, Foal, Pony, Bull, Bullock, Cow, Sheep, or other Beast or Animal offered for Sale by Auction, not exceeding -	1	0
For every Horse, Foal, or Pony, not exceeding - - -	0	4
For each Ass or Mule, not exceeding - - - -	0	2
For each Bull, Bullock, Cow, Steer, or Heifer, whether tied or not, and if tied, including Use of Tie, not exceeding - -	0	3
For each Calf, not exceeding - - - - -	0	1
For Sheep, Rams, Lambs, or Goats, Hides, or Skins, not exceeding per Score - - - - - - -	1	4
For each Sheep, Ram, Lamb, or Goat, Hide, or Skin, under a Score, not exceeding - - - - - -	0	1
For every Stallion or entire Horse, and for every other Animal not before named in this Schedule, brought into the Market for Sale or Show, not exceeding - - - - -	1	0
For each Pig - - - - - -	0	2

And the above Tolls, according to the respective Classes thereof, to be payable for the respective Subjects thereof, for each Day in which the same are respectively placed in the Market, whether for Sale or not.

THE

THE SECOND SCHEDULE.

TOLLS TO BE TAKEN IN THE OPEN MARKET.

For the Corn, Hay, and Straw Market.

	s.	*d.*
For every Stand or Standing Place occupying in Space not more than 12 Feet Superficial Measure on the Ground, for the exposing to Sale, by Sample or otherwise, any Corn, Grain, Seeds, Flour, Malt, Hops, Hay, Straw, or other Agricultural Produce, for each Day, not exceeding	1	0
And if occupying a larger Space, then for every additional Superficial Foot, not exceeding	0	1
For every Person being a Dealer, as Buyer or Seller for Profit, in any of the Articles aforesaid, who shall attend the Market, and shall buy or sell therein or adjacent thereto any of the Articles aforesaid, and not have any Stand or Standing Place in the Market, for each Day, not exceeding	1	0

For the Meat Market.

For every Butcher's Stall, the Size and Space of which shall be in the Discretion of the Company, for each Day, not exceeding	1	0

For the Fish Market.

For every Fish Stall, the Size and Space of which shall be in the Discretion of the Company, for each Day, not exceeding	0	6
For every Pair of Panniers, Hampers, or other Baskets or Things containing Fish, and measuring not more than 4 Feet in Length, $3\frac{1}{2}$ Feet in Breadth, and 18 Inches in Depth, and occupying in Space not more than 14 Feet Superficial Measure on the Ground, for each Day, not exceeding	0	6
And if occupying a larger Space, then for every additional Superficial Foot, not exceeding	0	1
For every single Pannier, Hamper, or other Basket or Thing containing Fish, and measuring not more than 4 Feet in Length, 21 Inches in Breadth, and 18 Inches in Depth, and occupying in Space not more than 7 Feet Superficial Measure on the Ground, for each Day, not exceeding	0	3
And if occupying a larger Space, then for every additional Superficial Foot, not exceeding	0	1

Burnley Market Act, 1865.

For the Poultry, Butter, and Eggs Market.

	s.	*d.*
For every Yard in Length of Bench or Table Room for the exposing to Sale Poultry, Pork, Butter, Eggs, or other Articles of Provisions commonly sold in Poultry Markets, for each Day, not exceeding -	0	4
For every Pair of Panniers, Hampers, or other Baskets, Pens, or Things containing Poultry or other Articles aforesaid, and measuring not more than 4 Feet in Length, 3½ Feet in Breadth, and 18 Inches in Depth, and occupying a Space not more than 14 Feet Superficial Measure on the Ground, for each Day, not exceeding - - - - - - -	0	6
And if occupying a larger Space, for every additional Superficial Foot, not exceeding - - - - -	0	1
For every single Pannier, Hamper, or other Basket, Pen, or Thing containing any of the before-mentioned Articles, and measuring not more than 4 Feet in Length, 21 Inches in Breadth, and 18 Inches deep, and occupying in Space not more than 7 Feet Superficial Measure on the Ground, for each Day, not exceeding -	0	3
If occupying a larger Space, for every additional Superficial Foot, not exceeding - - - - -	0	1
For every Hand Basket, Hamper, or other Basket or Thing containing any of the Articles aforesaid, and measuring not more than 2 Feet in Length, 15 Inches in Breadth, and 7 Inches in Depth, for each Day, not exceeding - - - - -	0	1

For the Vegetable and Fruit Market.

For every Stall, the Size and Space of which shall be in the Discretion of the Company, for each Day, not exceeding -	0	4
For every Pair of Panniers, Hampers, or other Baskets or Things containing Vegetables or Fruit, and measuring not more than 4 Feet in Length, 3½ Feet in Breadth, and 18 Inches in Depth, and occupying in Space not more than 14 Feet Superficial Measure on the Ground, for each Day, not exceeding - - - -	0	3
If occupying a larger Space, for every additional Superficial Foot, not exceeding - - - - - -	0	0½
For every single Pannier, Hamper, or other Basket or Thing containing Vegetables or Fruit, and measuring not more than 4 Feet in Length, 1 Foot and 9 Inches in Breadth, and 18 Inches in Depth, and occupying in Space not more than 7 Feet Superficial Measure on the Ground, for each Day, not exceeding - -	0	1½
If occupying a larger Space, for every additional Superficial Foot not exceeding - - - - -	0	0½
For every Hand Basket, Hamper, or other Basket or Thing containing Vegetables or Fruit, and measuring not more than 2 Feet in Length, 15 Inches in Breadth, and 12 Inches in Depth, for each Day, not exceeding - - - - -	0	1
For every Sack or Bag (containing not more than 12 Pecks Winchester Measure) of Potatoes, Carrots, Turnips, Beans, Peas, or other Vegetables, or Fruit pitched in the Market, or at any Place adjacent thereto, for each Day, not exceeding - - -	0	1

	s.	*d.*
For every Superficial Foot of Ground used or occupied by Persons offering for Sale or selling Cabbage or other Plants, Trees, or Shrubs, or for any other Purpose not herein-before provided for, for any Space of Time not exceeding One Day, any Sum not exceeding - - - - - - -	0	1

For the General Market.

For each and every Superficial Foot of every Stall for exposing to Sale any manufactured Goods, Wares, or Merchandise, for any Space of Time not exceeding One Day, any Sum not exceeding -	0	1

For Places of Amusement.

For every Show, Caravan, Exhibition, Booth, Tent, Theatre, or Place of Amusement, according to the Size and Dimensions thereof; namely, for every Superficial Foot or fractional Part of a Superficial Foot of the Ground Space covered by such Show, Caravan, Exhibition, Booth, Tent, Theatre, or Place of Amusement, any Sum not exceeding for each Day - - - - -	0	1

THE THIRD SCHEDULE.

TOLLS TO BE TAKEN IN THE COVERED MARKET.

For the Corn Market.

	s.	*d.*
For every Stand or Standing Place occupying in Space not more than 12 Feet Superficial Measure on the Ground, for the exposing to Sale by Sample or otherwise, any Corn, Grain, Seeds, Flour, Malt, Hops, or other Agricultural Produce, for each Day not exceeding - - - - - - - -	4	0
And if occupying a larger Space, then for every additional Superficial Foot not exceeding - - - -	0	4

For the Meat Market.

For every Butcher's Stall, the Size and Space of which shall be in the Discretion of the Company, for each Day not exceeding -	4	0

For the Fish Market.

For every Fish Stall, the Size and Space of which shall be in the Discretion of the Company, for each Day not exceeding - -	2	0

	s.	*d.*
For every Pair of Panniers, Hampers, or other Baskets or Things containing Fish, and measuring not more than 4 Feet in Length, 3½ Feet in Breadth, and 18 Inches in Depth, and occupying in Space not more than 14 Feet Superficial Measure on the Ground, for each Day not exceeding	2	0
And if occupying a larger Space, then for every additional Superficial Foot not exceeding	0	4
For every single Pannier, Hamper, or other Basket or Thing containing Fish, and measuring not more than 4 Feet in Length, 21 Inches in Breadth, and 18 Inches in Depth, and occupying in Space not more than 7 Feet Superficial Measure on the Ground, for each Day not exceeding	1	0
And if occupying a larger Space, then for every additional Superficial Foot not exceeding	0	4

For the Poultry, Butter, and Eggs Market.

For every Yard in Length of Bench or Table Room for the exposing to Sale Poultry, Butter, Eggs, or other Articles of Provisions commonly sold in Poultry Markets, for each Day not exceeding	1	4
For every Pair of Panniers, Hampers, or other Baskets, Pens, or Things containing Poultry or other Articles aforesaid, and measuring not more than 4 Feet in Length, 3½ Feet in Breadth, and 18 Inches in Depth, and occupying a Space not more than 14 Feet Superficial Measure on the Ground, for each Day not exceeding the Sum of	2	0
And if occupying a larger Space, for every additional Superficial Foot not exceeding	0	4
For every single Pannier, Hamper, or other Basket, Pen, or Thing containing any of the before-mentioned Articles, and measuring not more than 4 Feet in Length, 21 Inches in Breadth, and 18 Inches in Depth, and occupying in Space not more than 7 Feet Superficial Measure on the Ground, for each Day not exceeding	1	0
If occupying a larger Space, for every additional Superficial Foot, not exceeding	0	4
For every Hand Basket, Hamper, or other Basket or Thing containing any of the Articles aforesaid, and measuring not more than 2 Feet in Length, 15 Inches in Breadth, and 7 Inches in Depth, for each Day not exceeding	0	4

For the Vegetable and Fruit Market.

For every Stall, the Size and Space of which shall be in the Discretion of the Company, for each Day not exceeding	1	4
For every Pair of Panniers, Hampers, or other Baskets or Things containing Vegetables or Fruit, and measuring not more than 4 Feet in Length, 3½ Feet in Breadth, and 18 Inches in Depth, and occupying in Space not more than 14 Feet Superficial Measure on the Ground, for each Day not exceeding	1	0
If occupying a larger Space, for every additional Superficial Foot not exceeding	0	2

	s.	*d.*
For every single Pannier, Hamper, or other Basket or Thing containing Vegetables or Fruit, and measuring not more than 4 Feet in Length, 1 Foot 9 Inches in Breadth, and 18 Inches in Depth, and occupying in Space not more than 7 Feet Superficial Measure on the Ground, for each Day not exceeding - - - -	0	6
If occupying a larger Space, for every additional Superficial Foot not exceeding - - - - - - - - -	0	2
For every Hand Basket, Hamper, or other Basket or Thing containing Vegetables or Fruit, and measuring not more than 2 Feet in Length, 15 Inches in Breadth, and 12 Inches in Depth, for each Day not exceeding - - - - - - -	0	4
For every Sack or Bag containing not more than 12 Pecks (Winchester Measure) of Potatoes, Carrots, Turnips, Beans, Peas, or other Vegetables or Fruit, for each Day not exceeding - -	0	4
For every Superficial Foot of Ground used or occupied by Persons offering for Sale or selling Cabbage or other Plants, Trees, or Shrubs, or for any other Purpose not herein-before provided for, for any Space of Time not exceeding One Day, any Sum not exceeding - - - - - - - - -	0	4

For the General Market.

For each and every Superficial Foot of every Stall for exposing to Sale any manufactured Goods, Wares, or Merchandise, for any Space of Time not exceeding One Day, any Sum not exceeding -	0	4
For Vaults, Cellarage, and for any other Purpose whatever not herein specified, for which the covered Market, or any Part thereof, may be required or used, such Sum as the Company may determine.		

THE FOURTH SCHEDULE.

THE EXCHANGE.

	s.	*d.*
For every Desk, Box, Stand, or Station in the Exchange for the Use of One Person or Firm, not exceeding:		
For the Year - - - - -	84	0
For the Half Year - - - -	42	0
For the Quarter - - - -	21	0
For a Day - - - - -	5	0
The Spaces so occupied are to be in the Discretion of the Company.		

From

	s.	*d.*
From every Merchant, Mealman, Miller, Dealer, Agent, or Person employed in the Sale of Corn or other Article of Merchandise or Goods in the Exchange not herein otherwise provided, per Day not exceeding	4	0
From every other Person not exceeding:		
For a Year	21	0
For a Day	0	6
For the Use of the Exchange or any other Building belonging to the Company for the Publication therein or thereon of any Advertisement, Handbill, Placard, Notice, or other Matter (except Official Notices by the Inspectors of Corn Returns), the Sums following not exceeding:		
For a Year	42	0
For a Half Year	30	0
For a Quarter	20	0
The Space so occupied to be fixed by the Company.		
For the Use of the Exchange or any other Building for selling Land, Property, Goods, Wares, and Merchandise by Auction, or exhibiting any Articles for Sale or for any other Purpose whatever not herein-before specified, not exceeding per Day	63	0
For any other Purpose not herein specified for which the Exchange, or any other Building, or any Part thereof respectively, may be used, such Sum as the Company may determine.		

THE FIFTH SCHEDULE.

THE SLAUGHTER-HOUSE TOLLS.

	s.	*d.*
For every Bull, Ox, Cow, Steer, or Heifer slaughtered, not exceeding	1	0
For every Calf and for every Head of Swine slaughtered, not exceeding	0	6
For every Sheep or Lamb, not exceeding	0	3
For every Sucking Pig, not exceeding	0	2
For any other Animal, not exceeding	1	0

THE SIXTH SCHEDULE.

THE WEIGHING AND MEASURING TOLLS.

	s.	*d.*
For every Quantity of Meat or Thing weighing not exceeding 20 Pounds Avoirdupois, not exceeding - - - -	0	0½
For every Quantity of Meat or Thing weighing more than 20 lbs. Avoirdupois and not exceeding 112 lbs., not exceeding - -	0	1
And for every 112 lbs., or fractional Part of 112 lbs., over and above the First 112 lbs., not exceeding - - -	0	1
For every Quantity of Goods and Things sold by Measure, measuring not exceeding 1 Bushel, any Sum not exceeding - - -	0	0½
For every Quantity more than 1 Bushel and not exceeding 2 Bushels, not exceeding - - - - - - -	0	1
And for every Bushel, or fractional Part of a Bushel beyond 2 Bushels, not exceeding - - - - -	0	0½

Tolls for weighing Waggons, Carts, and Carriages.

For every Waggon or other Four-wheeled Carriage, with the Loading thereof, not exceeding - - - - - -	0	6
For every Cart or other Two-wheeled Carriage, with the Loading thereof, not exceeding - - - - - -	0	3

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.