CHAPTER cxxxiii.

An Act for confirming the gift of Columbia Market by the Baroness Burdett Coutts to the Mayor and Commonalty and Citizens of the City of London; and for making further provision respecting the maintenance and use of the Market, and for the construction of Tramways in connexion therewith; and for other purposes. [7th July 1873.] A.D. 1873.

WHEREAS in 1866 an Act was passed having the short title of The Columbia (Bethnal Green) Market and Approaches Act, 1866 (in this Act called the Act of 1866): 29 & 30 Vict. c. ii.

And whereas the preamble of the Act of 1866 stated to the effect following; (namely,)

That the establishment of a market for the sale of fruit, vegetables, fish, meat, poultry, and other provisions, articles, and commodities, in a convenient position near Columbia Square, in the parish of Saint Matthew, Bethnal Green, in the county of Middlesex, would be of great advantage to large numbers of the labouring classes and other persons resident in that parish and its neighbourhood;

That Angela Georgina Burdett Coutts was willing to undertake the establishment of such a market, and for that purpose to appropriate certain lands belonging to her, which, with lands to be purchased by her under the powers of that Act, would be suitable for the purposes of the market;

That it was expedient that the establishment of such a market should be authorised accordingly, and that all necessary and proper powers for that purpose, and for the regulation of the market, should be conferred on the said Angela Georgina Burdett Coutts, and on her heirs and assigns, with provision for the continuance of the market at all times thereafter as a public market;

That it was expedient that the said Angela Georgina Burdett Coutts, her heirs and assigns, should be authorised to make a

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new street and improvements of certain streets adjoining the intended market-place:

And whereas the Act of 1866 enacted (among other things) to the effect following; (namely,)

That the term promoter in that Act should mean the said Angela Georgina Burdett Coutts, her heirs and assigns, or any of them, as the case might require (section four);

That, subject to the provisions of that Act, the promoter might, in the market-place and market-houses provided by her, hold a market for the sale of fruit, vegetables, fish, meat, poultry, and other provisions, articles, and commodities (section five);

That the market, when provided by the promoter, should be and continue a public market for the purposes and subject to the provisions of that Act, so far as they related to the market (section six);

That the promoter might from time to time demand and receive stallages, rents, and tolls in respect of the market, not exceeding those specified in the schedule to that Act (section eight);

That the promoter should be entitled for her own use to all money received from any stallages, rents, and tolls by that Act authorised (section nine):

And whereas the same Act further empowered the promoter to make and maintain the new street and improvements of streets therein described:

And whereas the same Act further enacted (section 26) that all powers, authorities, rights, and duties by that Act conferred or imposed on the promoter should pass and belong to and be performed by the heirs and assigns of the promoter:

And whereas under the Act of 1866 the promoter therein named expended a very large sum of money in providing the site and buildings for and establishing the market thereby authorised, known as Columbia Market:

And whereas, after the passing of the Act of 1866, and before the passing of the Act next herein-after mentioned, the promoter named in the Act of 1866 was created Baroness Burdett Coutts:

34 & 35 Vict. c. 152.

And whereas in 1871 an Act was passed having the short title of The Columbia Market Approaches and Tramways Act, 1871 (in this Act called the Act of 1871):

And whereas the preamble of the Act of 1871 stated (among other things) to the effect following; (namely,)

That the making of a short street opposite the main entrance to Columbia Market, and other street improvements therein described, would improve the approaches, and it was expedient

that Baroness Burdett Coutts, the promoter of Columbia Market, should be empowered to make the same;

That the laying down of tramways as therein mentioned would greatly facilitate the traffic to Columbia Market, and be of public and local advantage, and that the promoter of the market, if empowered so to do, was willing, at her own expense, to make the same:

And whereas the Act of 1871 empowered the promoter of Columbia Market to make and maintain the new street, widening of streets, and tramways therein described, and to take tolls and charges:

And whereas the same Act enacted (section thirty-two) that all powers, authorities, rights, and duties by that Act conferred on the promoter of Columbia Market should pass and belong to and be performed by the heirs and assigns of the promoter:

And whereas after the passing of the Act of 1871 the Baroness Burdett Coutts proposed to the Mayor and Commonalty and Citizens of the City of London to transfer to them Columbia Market, with all the powers, authorities, rights, and duties of the promoter relative thereto, as a free gift, to be held, however, by them for the purpose of a public market for the sale of the things mentioned in the Act of 1866, and they agreed to accept the gift, and a license in mortmain was obtained from the Crown for the conveyance:

And whereas accordingly, on or about the second day of December one thousand eight hundred and seventy-one, an indenture (set forth in the first schedule to this Act), dated that day, was made between the Right Honourable Angela Georgina Baroness Burdett Coutts of the one part, and the Mayor and Commonalty and Citizens of the City of London of the other part, and the said indenture was inrolled in the Court of Chancery on the tenth day of January one thousand eight hundred and seventy-two:

And whereas, on or about the second day of December one thousand eight hundred and seventy-one, articles of agreement (set forth in the second schedule to this Act), dated that day, were made between the same parties as the said indenture:

And whereas it is expedient that the gift of the Baroness Burdett Coutts, and the said indenture and agreement, be confirmed, and that all the powers, authorities, rights, and duties of the Baroness Burdett Coutts, and her heirs and assigns, under the Act of 1866 and the Act of 1871, be transferred to and vested in the Mayor and Commonalty and Citizens of the City of London, and their successors:

And whereas it is expedient that the Mayor and Commonalty and Citizens of the City of London be empowered to make and maintain additional tramways in connexion with Columbia Market:

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

And whereas plans and sections describing the lines, situations, and levels of the proposed additional tramways, and a book of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of lands in the line of the proposed tramways or within the limits of deviation, as defined on the plans and describing those lands, have been deposited with the clerk of the peace for the county of Middlesex (which are in this Act referred to as the deposited plans, sections, and books of reference):

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 titles.

1. This Act may be cited as "The Columbia Market Act, 1873;" and the said Acts of 1866 and 1871 and this Act may be cited together as "The Columbia Market Acts, 1866, 1871, and 1873."

Confirmation of gift of market.

2. The grant made by the indenture of the second day of December one thousand eight hundred and seventy-one, set forth in the first schedule to this Act, is hereby confirmed, and the same shall have full effect to all intents.

Confirmation of agreement respecting market.

3. The articles of agreement of the second day of December one thousand eight hundred and seventy-one, set forth in the second schedule to this Act, are hereby confirmed, and the same shall have full effect to all intents.

Transfer to Corporation of powers, &c. under Acts.

4. All the powers, authorities, rights, and duties of the Baroness Burdett Coutts, her heirs and assigns, as the promoter named in the Acts of 1866 and 1871, as far as the same are at the passing of this Act existing and capable of being exercised and enforced, shall be and the same are hereby transferred to and conferred and imposed on the Mayor and Commonalty and Citizens of the City of London, and their successors for ever; and those Acts shall, as far as they remain in force for the time being, be read and have effect as if originally the Mayor and Commonalty and Citizens of the City of London had been designated therein as promoters instead of the Baroness Burdett Coutts being designated therein as promoter.

Saving for contracts made by promoter, proceedings pending, &c.

5. With reference to and notwithstanding the transfer effected by this Act from the promoter of Columbia Market to the Mayor and Commonalty and Citizens of the City of London, in the subsequent provisions of this Act called the Corporation, of the market

and tramways, and of the property, powers, authorities, rights, and duties connected therewith respectively, the following provisions shall have effect; (namely,)

(1.) Any purchase, sale, conveyance, covenant, contract, deed, act, or thing before the passing of this Act made, entered into, executed, or done by the promoter as such, shall continue in as full force and be as valid and effectual as if this Act had not been passed, the Corporation only being substituted for the promoter:

(2.) Any debt or money demand, or any right or cause of action or suit, or other remedy, of, for, or against the promoter as such, or any other person or any body, shall and may be paid, discharged, enjoyed, used, and exercised as if this Act had not been passed, the Corporation only being substituted for the promoter:

(3.) Any action, suit, prosecution, proceeding, or thing commenced before the passing of this Act may be carried on and completed as if this Act had not been passed, the Corporation only being substituted for the promoter:

(4.) All stallages, rents, tolls, and other money at the passing of this Act due and payable or accruing or becoming due and payable to the promoter as such, shall be payable to and may be collected and recovered by and in the name of the Corporation:

(5.) All books and documents of or concerning the market, tramways, property, powers, authorities, rights, and duties aforesaid, which, if this Act had not been passed, would have been admitted in evidence, shall be admitted in evidence as if this Act had not been passed.

Power for Corporation to make additional tramways.

6. In addition to the tramways authorised by the Act of 1871, the Corporation may, subject to the provisions of this Act, make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the tramways and other works thereon described, including the following; namely,

(1.) A tramway, No. 2A., ninety-two yards or thereabouts in length, commencing in Crab Tree Row, and terminating in Wellington Row;

(2.) A tramway, No. 2B., ninety yards or thereabouts in length, commencing in Crab Tree Row, and terminating in Wellington Row;

(3.) A tramway, No. 2C., one furlong one hundred and seventy-five yards or thereabouts in length, commencing by a junction with tramways Nos. 2A. and 2B., and terminating in Wellington Row;

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(4.) A tramway, No. 2D., one hundred and five yards or thereabouts in length, commencing at the termination of tramway No. 2C., and terminating by a junction with the tramway No. 3. authorised by the Act of 1871;

(5.) A tramway, No. 2E., in length one hundred yards or thereabouts, commencing by a junction with tramway No. 2C., and terminating by a junction with the tramway No. 3. authorised by the Act of 1871;

all which tramways will be made with a single line, together with all proper rails, plates, works, and conveniences connected therewith; and may enter on, take, and use all or any of the lands described in the deposited plans, and numbered thereon and in the books of reference 1 to 28, both inclusive, in the parish of Saint Matthew, Bethnal Green, and 42 to 54a, both inclusive, in that parish, for which purpose the Lands Clauses Consolidation Acts 1845, 1860, and 1869 are hereby incorporated with this Act.

Correction of errors in deposited plans.

7. If any omission, mis-statement, or erroneous description has been made of any lands, or of the owners, lessees, or occupiers of any lands, described on the deposited plans or book of reference, the Corporation may apply to two justices for the correction thereof, after giving ten days notice to the owners of the lands affected by the proposed correction; and if it appears to such justices that such omission, mis-statement, or erroneous description arose from mistake, they shall certify the same accordingly, stating the particulars; and such certificate shall be deposited with the clerk of the peace for the county of Middlesex, and a copy thereof shall be deposited with the clerk of the vestry of the parish of Saint Matthew, Bethnal Green, and thereupon such plan or book of reference shall be deemed to be corrected according to such certificate, and the Corporation may make the works in accordance with such certificate.

Period for completion of tramways.

8. If the tramways by this Act authorised are not completed within two years from the passing of this Act, then, on the expiration of that period, the power of the Corporation to make any part thereof not then made shall cease.

Notice before taking houses of labouring classes.

9. The Corporation shall, not less than eight weeks before they take in any parish fifteen houses 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 they shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Period for compulsory purchase of lands.

10. The powers of the Corporation for the compulsory purchase of lands under this Act shall not be exercised after the expiration of two years from the passing of this Act.

Application of parts of Act of 1871.

11. Sections 6 to 14, and 20 to 31, (all inclusive,) and 33, of the Act of 1871, shall extend and apply to the tramways by this Act authorised as if the same had been authorised by the Act of 1871.

Power to make byelaws, &c.

12. The Corporation may from time to time make such byelaws as they think fit for the regulation and government of Columbia Market, and may by any such byelaws prohibit the sale therein of skins, hides, or any other articles, as they from time to time think fit; but such byelaws shall not come into operation until they are allowed by the Board of Trade.

Penalties in byelaws.

13. Byelaws under this Act may impose penalties not exceeding five pounds for each breach thereof, but shall be so framed as to allow in every case of less than the maximum penalty being ordered to be paid; and all such penalties shall be recoverable on summary conviction.

Printing and sale of byelaws.

14. The Corporation shall cause all byelaws for the time being in force under this Act to be printed, and a copy thereof to be sold, at a price not exceeding sixpence, to every person desiring to buy the same.

Proof of byelaws.

15. The production of a printed copy of byelaws purporting to be byelaws under this Act, such copy purporting to be printed by the direction of the Corporation and to be authenticated by the signature of the town clerk of the City of London, shall be evidence of the existence and contents and due making of those byelaws, and of the approval thereof (where approval is required), without proof of the signature of the town clerk or of any other matter.

Corporation not to take tolls for use of carriages on tramways.

16. Nothing in this Act or in the Act of 1871 contained shall authorise the Corporation to place or run carriages upon their tramways made under the powers of the Act of 1871 or of this Act, and to demand and take tolls and charges in respect of the use of such carriages.

Application of existing funds.

17. The Corporation may apply for purposes of this Act any part of their corporate funds or revenues not otherwise appropriated, or any money raised or authorised to be raised by them under any other Act, and not required for purposes of that other Act.

Application of stallages, &c.

18. All stallages, rents, tolls, charges, and money received under this Act by the Corporation, shall be applied as the Corporation from time to time direct.

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Act to be executed by Common Council or committee.

19. All powers, authorities, rights, and duties conferred and imposed on the Corporation by this Act may be exercised and performed by the Mayor, Aldermen, and Commons of the City of London, in Common Council assembled, and the Common Council may appoint a committee to transact all such matters connected with the execution of this Act as the Common Council think proper to delegate to the committee.

Expenses of Act.

20. The costs, charges, and expenses preliminary to and of and incidental to the preparing of and applying for and the obtaining and passing of this Act shall be paid by the Corporation.

The SCHEDULES to which the foregoing Act refers.

THE FIRST SCHEDULE.

Deed of Gift by Baroness Burdett Coutts to the Corporation.

This Indenture made the 2nd day of December A.D. 1871, between the Right Honourable Angela Georgina, Baroness Burdett Coutts, of Highgate and Brookfield, in the county of Middlesex, of the one part, and the Mayor and Commonalty and Citizens of the City of London of the other part.

Whereas by an Act of Parliament passed in the 29th year of the reign of Her present Majesty Queen Victoria, intituled "An Act for the establishment "and regulation of a Market near Columbia Square, in the parish of St. "Matthew, Bethnal Green, in the county of Middlesex, and the opening of a "new street and the improvement of streets adjoining or near to the market-"place, and for other purposes," after reciting that the establishment of a market for the sale of fruit, vegetables, fish, meat, poultry, and other provisions, articles, and commodities, in a convenient position near Columbia Square, in the parish of St. Matthew, Bethnal Green, in the county of Middlesex, would be of great advantage to large numbers of the labouring classes and other persons resident in that parish and neighbourhood, and reciting that the said Baroness Burdett Coutts (then and therein described as Angela Georgina Burdett Coutts) was willing to undertake the establishment of such a market, and for that purpose to appropriate certain lands belonging to her, which, with lands to be purchased by her under the powers of that Act, would be suitable for the purposes of the market, and reciting that it was expedient that the establishment of such a market be authorised accordingly, and that all necessary and proper powers for that purpose and for the regulation of the market be conferred on the said Angela Georgina Burdett Coutts, and on her heirs and assigns, with provision for the continuance of the market at all times thereafter as a public market, and reciting that it was expedient that the said Angela Georgina Burdett Coutts, her heirs and assigns, be authorised to make a new street and improvements of certain streets adjoining the intended market-place, and reciting that plans describing the line or situation of the intended new street and improved streets, and of the land and houses authorised to be taken compulsorily under that Act, and sections showing the intended levels of the new street and intended new streets, with a book of reference to the plans, had been deposited with the clerk of the peace of the county of Middlesex, (which plans, sections, and book of reference were thereafter in that Act referred to as the deposited plans, sections, and book of reference,) and reciting that the objects of that Act could not be effected without the authority of Parliament, it was amongst other things enacted, that that Act might be cited as "The

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"Columbia (Bethnal Green) Market and Approaches Act, 1866," the term "promoter" in that Act should mean the said Angela Georgina Burdett Coutts, her heirs and assigns, or any of them, as the case should require; that, subject to the provisions of that Act, the promoter might, in the market-place and market-houses provided by her, hold a market for the sale of fruit, vegetables, fish, meat, poultry, and other provisions, articles, and commodities; that the market, when provided by the promoter, should be and continue a public market for the purposes and subject to the provisions of that Act so far as they related to the market; that the limits of that Act, so far as they related to the market, should be co-extensive with the limits for the time being of the market-place and market-houses, and the buildings and conveniences connected therewith; that the promoter might from time to time demand and receive stallages, rents, and tolls in respect of the market, not exceeding those specified in the schedule to that Act; that the promoter should be entitled for her own use to all money received from any stallages, rents, and tolls by that Act authorised; that the authority conferred by the Act on the promoter to demand and receive stallages, rents, and tolls should not, nor should anything in the schedule to the Act, prevent the promoter from letting any rooms, offices, shops, or buildings, or any ground attached thereto, except such as might have been used for the purposes of such market, and continue to be necessary for such purposes, for such term, and in such manner, on such conditions, and at such rent, rate, or price, as the promoter from time to time might think reasonable; that the promoter might from time to time enter or take and use such parts of the lands shown on and described in the deposited plans and book of reference as were from time to time requisite for the purposes of the new streets and improvements of streets by that Act authorised, and for the providing of space for the erection of houses and market and other buildings adjoining and near the same, and for the purposes of the market-place and market-houses, and the enlargement thereof, and the other objects of that Act: And whereas, in pursuance of the said Act and of the Acts incorporated therewith, the said Baroness Burdett Coutts hath erected on lands belonging to her, and on other lands purchased by her under the powers thereof, which lands are specified in the map or plan drawn on the last skin of these presents, a market-house and other buildings and approaches thereto, and hath made the private roads or streets specified in the said map or plan, and therein styled private roads, with the footpaths thereto respectively: And whereas the said Baroness Burdett Coutts is desirous of conveying to the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns, in manner herein-after appearing, the said market, market-place, and market-houses, buildings and hereditaments, herein-after described and intended to be hereby assured, with the appurtenances thereto, and the rights of way herein-after mentioned, and all rights, powers, and authorities conferred on her by the herein-before recited Act, and which may pass and belong to her assigns, so far as respects such market, for the purpose of holding a market as authorised and established under the herein-before recited Act of Parliament, without receiving any consideration for so doing, and the said Mayor and Commonalty and Citizens of the City of London are desirous of accepting the same: Now this indenture witnesseth, that, for effectuating the said desires, and in consideration of the premises, she, the said Baroness Burdett Coutts, doth hereby grant and convey unto the said Mayor and Commonalty and Citizens of the City of

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London, their successors and assigns, all those pieces or parcels of land situate in the parish of Saint Matthew, Bethnal Green, in the county of Middlesex, together with the market, market-houses, watchman's house, and other buildings and erections thereon, now called Columbia Market, and which pieces or parcels of land are more particularly described in the map or plan drawn on the last skin of these presents, and therein coloured red and dark red respectively, together with all and singular buildings, erections, fixtures, yards, fences, paths, passages, watercourses, drains, sewers, lights, rights, rights of way and approaches, liberties, privileges, easements, advantages, and appurtenances to the said hereditaments hereby assured, or intended so to be, or any of them, appertaining, or with the same or any of them now or heretofore demised, occupied, or enjoyed, or reputed or known as part or parcel thereof, or any part or parts thereof, but so as not to include any land not described in this map or plan, or any buildings not erected on such land, but by way of conveyance, or a right of way and passage, either on foot or on horseback, and with or without carts, carriages, or other vehicles, in, upon, over, through, or across the roads or ways specified in the said map or plan as private roads and footpaths, for the purpose of more conveniently using or enjoying the said market, market-place, buildings, and hereditaments hereby assured or intended so to be, and all the stallages, rents, tolls, issues, and profits of the said market, market-place, market-houses, buildings, and hereditaments hereby assured or intended so to be, and generally all powers, authorities, and rights conferred by the said Act on the promoter, and which may pass and belong to her assigns in respect of such market, and all the estate, right, title, interest, claim, and demand of her the said Baroness Burdett Coutts in, to, and upon the same premises, and every part and parcel thereof; to have and to hold the said pieces or parcels of land, market, market-houses, buildings, erections, hereditaments, and all and singular other the premises hereby assured or intended so to be, unto and to the use of the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns for ever, but nevertheless to the intent and purpose that the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns, do and shall at all times hereafter in the said market-place and market-houses hold a public market for the sale of fruit, vegetables, fish, meat, poultry, and other provisions, articles, and commodities, according to the true intent and meaning of the Columbia (Bethnal Green) Market and Approaches Act, 1866; and the said Baroness Burdett Coutts doth hereby, for herself, her heirs and assigns, covenant with the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns, that she the said Baroness Burdett Coutts, and all and every person or persons having or claiming or to have or claim any estate, right, title, or interest in or to the said hereditaments and premises hereby assured or intended so to be, or any of them, or any part thereof, through or in trust for her the said Baroness Burdett Coutts, shall and will at all times hereafter, at the costs and charges of the said Mayor and Commonalty and Citizens of the City of London, their successors or assigns, execute and do every such lawful assurance and thing for the further or more perfectly assuring the said hereditaments and premises hereby assured or intended so to be unto and to the use of the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns, in manner aforesaid, as by the said

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Mayor and Commonalty and Citizens of the City of London, their successors or assigns, shall be reasonably required.

In witness whereof the said Baroness Burdett Coutts hath hereunto set her hand and seal, and the said Mayor and Commonalty and Citizens have caused their common seal to be hereunto affixed, the day and year first above written.

Signed, sealed, and delivered by the above-named Angela Georgina Baroness Burdett Coutts, in the presence of } BURDETT COUTTS. L.S.

HANNAH BROWN, 1, Stratton St.

FREDK. WILLIS FARRER, 66, Lincoln's Inn Fields, solr.

The Seal of the Mayor and Commonalty and Citizens of the City of London.

Examined,
FERDD BRAND,
Comptroller.

Enrolled in Her Majesty's High Court of Chancery the tenth day of January in the year of our Lord 1872 (being first duly stamped), according to the tenor of the statutes made for that purpose.

WILLIAM ROMILLY.

Seal of Inrolment Office in Chancery.

THE SECOND SCHEDULE.

AGREEMENT BETWEEN BARONESS BURDETT COUTTS AND THE CORPORATION.

ARTICLES of AGREEMENT made and entered into this 2nd day of December 1871, between the Right Honourable Angela Georgina Baroness Burdett Coutts, of Highgate and Brookfield, in the county of Middlesex, of the one part, and the Mayor and Commonalty and Citizens of the City of London, of the other part.

WHEREAS by an Act of Parliament passed in the 29th year of the reign of Her present Majesty Queen Victoria, intituled "An Act for the establishment "and regulation of a market near Columbia Square, in the parish of St. Matthew, "Bethnal Green, in the county of Middlesex, and the opening of a new street

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"and the improvement of streets adjoining or near to the market-place, and for "other purposes," after reciting that the establishment of a market for the sale of fruit, vegetables, fish, meat, poultry, and other provisions, articles, and commodities, in a convenient position near Columbia Square, in the parish of St. Matthew, Bethnal Green, in the county of Middlesex, would be of great advantage to large numbers of the labouring classes and other persons resident in that parish and neighbourhood, and reciting that the said Baroness Burdett Coutts (then and there described as Angela Georgina Burdett Coutts) was willing to undertake the establishment of such a market, and for that purpose to appropriate certain lands belonging to her, which, with lands to be purchased by her under the powers of that Act, would be suitable for the purposes of a market, and reciting that it was expedient that the establishment of such a market be authorised accordingly, and that all necessary and proper powers for that purpose and for the regulation of the market be conferred on the said A. G. Burdett Coutts, and on her heirs and assigns, with provisions for the continuance of the market at all times thereafter as a public market, and reciting that it was expedient that the said A. G. Burdett Coutts, her heirs and assigns, be authorised to make a new street and improvements of certain streets adjoining the intended market-place, and reciting that plans describing the line or situation of the intended new street and improved streets, and of the lands and houses authorised to be taken compulsorily under that Act, and sections showing the intended levels of the new street and intended new streets, with a book of reference to the plans, had been deposited with the clerk of the peace of the county of Middlesex, (which plans, sections, and book of reference were thereafter in that Act referred to as the deposited plans, sections, and book of reference,) and reciting that the objects of that Act could not be effected without the authority of Parliament, it was, amongst other things, enacted that that Act might be cited as "The Columbia (Bethnal Green) Market and Approaches Act, 1866;" that the term "promoter" in that Act should mean the said Angela Georgina Burdett Coutts, her heirs and assigns, or any of them, as the case should require; that, subject to the provisions of that Act, the promoter might, in the market-place and market-houses provided by her, hold a market for the sale of fruit, vegetables, fish, meat, poultry, and other provisions, articles, and commodities; that the market, when provided by the promoter, should be and continue a public market for the purposes of that Act, so far as they related to the market; that the limits of that Act, so far as related to the market, should be co-extensive with the limits for the time being of the market-place and market-houses, and the buildings and conveniences connected therewith; that the promoter might from time to time demand and receive stallages, rents, and tolls in respect of the market, not exceeding those specified in the schedule to that Act; that the promoter should be entitled for her own use to all money received from any stallages, rents, and tolls by that Act authorised; that the authority conferred by the Act on the promoter to demand and receive stallages, rents, and tolls should not, nor should anything in the schedule to the Act, prevent the promoter from letting any rooms, offices, shops, or buildings, or any ground attached thereto, except such as might have been used for the purposes of such market, and continue to be necessary for such purposes, for such term, in such manner, on such conditions, and at such rent, rate, or price as the promoter from time to time might think reasonable; that

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the promoter might from time to time enter, take, and use such parts of the lands shown on and described in the deposited plans and book of reference as were from time to time requisite for the purposes of the new streets and improvements of streets by that Act authorised, and for the providing of space for the erection of houses and market and other buildings adjoining and near the same, and for the purposes of the market-place and market-houses, and the enlargement thereof, and the other objects of that Act: And whereas, in pursuance of the said Act and of the Acts incorporated therewith, the said Baroness Burdett Coutts hath erected on lands belonging to her, and on lands purchased by her under the provisions thereof, which lands are specified in the map or plan annexed to these presents, a market-house and other buildings and approaches thereto, and hath made the private roads or streets specified in the said map or plan, and therein styled private roads, with the footpaths thereto respectively: And whereas, by an indenture bearing even date with this agreement, and expressed to be made between the said Baroness Burdett Coutts of the one part, and the said Mayor and Commonalty and Citizens of the City of London of the other part, after reciting as herein-before is recited, and reciting that the said Baroness Burdett Coutts was desirous of conveying to the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns, in manner therein-after appearing, the said market, market-place, and market-houses, buildings, and hereditaments therein-after described and intended to be thereby assured, with the appurtenances thereto, and the rights of way therein-after mentioned, and all rights, powers, and authorities conferred upon her by the herein-before recited Act, and which may pass and belong to her assigns in respect of the said market, for the purpose of holding a market as authorised and established under the therein and herein recited Act of Parliament, without receiving any consideration for so doing, and that the said Mayor and Commonalty and Citizens of the City of London were desirous of accepting the same, it was by the indenture now in recital witnessed, that for effectuating the said desires, and in consideration of the premises, she the said Baroness Burdett Coutts did grant and convey unto the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns, all those pieces or parcels of land situate in the parish of St. Matthew, Bethnal Green, in the county of Middlesex, together with the market, market-houses, watchman's house, and other buildings and erections thereon, now called Columbia Market, which pieces or parcels of land are more particularly described in the map or plan drawn in the margin of the skin of the indenture now in recital, and therein coloured red and dark red respectively, with the appurtenances, and in particular a right of way and passage, either on foot or on horseback, and with or without carts, carriages, or other vehicles, in, upon, through, over, or across the roads or ways specified in the said map or plan as private roads and footpaths, for the purpose of more conveniently using or enjoying the said market-place buildings in respect of such market and hereditaments thereby assured or intended so to be, and all the stallages, rents, tolls, issues, and profits of the said market, market-place, market-houses, buildings, and hereditaments, and generally all powers, authorities, and rights conferred by the said Act on the promoter which may pass and belong to her assigns; to hold the same unto and to the use of the said Mayor and Commonalty and Citizens of the City of London, their successors

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and assigns for ever, but nevertheless to the intent and purpose that the said Mayor and Commonalty and Citizens of the City of London should at all times thereafter in the said market-place and market-houses hold a public market for the sale of fruit, vegetables, fish, meat, poultry, and other provisions, articles, and commodities, according to the true intent and meaning of the Columbia (Bethnal Green) Market and Approaches Act, 1866: And whereas it was understood and agreed by and between the parties hereto, before and at the time of the execution by the said Baroness Burdett Coutts of the herein-before recited indenture, and in fact the said Mayor and Commonalty and Citizens of the City of London consented, to accept the gift therein contained only on the terms that they, their successors and assigns, should undertake the management of the said market, and use their best endeavours to carry it out successfully, but that in the event of its being found after trial during a period of ten years that the said market could not be successfully maintained, it should be diverted to some other object, as near as might be conformable with the original intention, such object to be agreed upon between the said Baroness Burdett Coutts, her executors or administrators, and the said Mayor and Commonalty and Citizens of the City of London and their successors, and failing such agreement, then to such object as shall be determined by the First Lord of Her Majesty's Treasury for the time being, and that these presents should be executed as explanatory of the intentions of the parties to the herein-before recited indenture, and for the other purposes herein-after appearing: Now it is hereby agreed between the said Baroness Burdett Coutts of the one part, and the said Mayor and Commonalty and Citizens of the City of London of the other part, that the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns, do and shall forthwith undertake the management of the said market, and use their best endeavours to carry it out successfully, but that in the event of its being found after trial during a period of ten years, to be computed from the day of the date of these presents, that the said market cannot be successfully maintained, it shall be diverted to some other object as near as may be conformable with the original intention, such object to be agreed upon between the said Baroness Burdett Coutts, her executors or administrators, and the said Mayor and Commonalty and Citizens of the City of London, their successors or assigns, and failing such agreement, then to such object as shall be determined by the First Lord of Her Majesty's Treasury for the time being; that the said Baroness Burdett Coutts, her heirs or assigns, and the said Mayor and Commonalty and Citizens of the City of London, their successors or assigns, at the joint costs and charges of the said Baroness Burdett Coutts, her executors or administrators, and of the said Corporation, in the session of Parliament, 1872, and, if necessary, in the next subsequent or some following session, shall and will apply for and use their best endeavours to obtain an Act of Parliament confirming the herein-before recited indenture of even date herewith, as explained and modified by this agreement, and for modifying the Columbia (Bethnal Green) Market and Approaches Act, 1866, accordingly, with all powers and provisions necessary or incidental thereto, or convenient and proper, and for carrying the same into effect, and amongst them, so far as they are applicable, the powers and provisions contained in the Metropolitan Meat and Poultry Market Act, 1860, or any Act of the like description. In witness whereof the said Baroness Burdett

A.D. 1873. Coutts hath hereunto set her hand and seal, and the said Mayor and Commonalty and Citizens have caused their common seal to be hereunto affixed, the day and year first above written.

Signed, sealed, and delivered by the above-named Angela Georgina Baroness Burdett Coutts, in the presence of } BURDETT COUTTS. L.S.

HANNAH BROWN, 1, Stratton St.

FREDK. WILLIS FARRER, 66, Lincoln's Inn Fields, solr.

Examined,
FERDD BRAND,
Comptroller.

The Seal of the Mayor and Commonalty and Citizens of the City of London.

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