CHAPTER iii.

An Act for confirming the re-transfer of Columbia Market by the Mayor and Commonalty and Citizens of the City of London to the Baroness Burdett-Coutts, and for making further provision respecting the maintenance and use of the Market; and for other purposes. [22d April 1875.]

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

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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 twenty-six) 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 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 was created Baroness Burdett-Coutts:

36 & 37 Vict. c. cxxxiii.

And whereas in one thousand eight hundred and seventy-one 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;

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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 (in this Act referred to as "the Baroness") proposed to the Mayor and Commonalty and Citizens of the City of London (in this Act referred to as "the Corporation") 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:

Indenture dated Dec. 2, 1871.

And whereas accordingly by an indenture bearing date the second day of December one thousand eight hundred and seventy-one, and made between the Baroness of the one part and the Corporation of the other part, and duly enrolled in the Court of Chancery on the tenth day of January one thousand eight hundred and seventy-two, the said market, with all the powers, authorities, rights, and duties of the promoter relative thereto, were conveyed and transferred to the Corporation:

Articles of agreement dated Dec. 2, 1871.

And whereas by articles of agreement bearing date the second day of December one thousand eight hundred and seventy-one, and made between the same parties as the said indenture (after reciting to the effect herein-before set forth), it was agreed that the Corporation 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, to be computed from the said second day of December, 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 Corporation and the Baroness, her executors and administrators, or failing agreement to some object to be determined as therein stated;

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And whereas the said indenture and articles of agreement were scheduled to and confirmed by the Columbia Market Act, 1873, and all the powers, authorities, rights, and duties of the said Baroness, her heirs and assigns, as the promoter named in the Acts of 1866 and 1871, as far as the same were at the passing of the Act of 1873 capable of being exercised and enforced, were transferred to and conferred and imposed on the Corporation, and they were authorised to make the additional tramways therein described:

Indenture dated Aug. 2, 1873.

And whereas by an indenture bearing date the second day of August one thousand eight hundred and seventy-three, and made between the same parties as the last-mentioned indenture, the said Baroness conveyed to the Corporation for the purposes of Columbia Market two pieces of land situate near thereto and in the said parish:

Indenture dated Sept. 17, 1874.

And whereas, it having been agreed between the Baroness and the Corporation that the Baroness should take a re-transfer of the market, the indenture bearing date the seventeenth day of September one thousand eight hundred and seventy-four, and set forth in the schedule to this Act, was made between the Corporation of the one part and the Baroness of the other part:

And whereas it is expedient that the re-transfer to the said Baroness and the said last-mentioned indenture be confirmed, and that all the powers, authorities, rights, and duties of the Corporation under the Act of 1866, the Act of 1871, and the Act of 1873 subsisting at the passing of this Act be transferred to the Baroness, her heirs and assigns, subject to the provisions of this Act:

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

May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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, 1875," and the said Acts of 1866, 1871, and 1873, and this Act may be cited together as "The Columbia Market Acts, 1866, 1871, 1873, and 1875."

Confirmation of re-transfer of market.

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

Re-transfer to Baroness

3. 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, and which were by the Act of 1873 transferred to and conferred and imposed on the Corporation, shall be and are (so far as they are at the passing of this Act existing and capable of being exercised and enforced) hereby re-transferred to and re-conferred and re-imposed on the said Baroness and her heirs and assigns, and those Acts shall as far as they remain in force for the time being be read and have effect according to their original intent, and as though the substitution therein of the Corporation as promoters instead of the said Baroness as promoter made by section 4 of the Act of 1873 had not been made.

Burdett-Coutts of powers, &c. under Acts of 1866 and 1871.

4. So much of section five (saving for contracts made by promoter, proceedings pending, &c.) of the Act of 1873 as provides that the Corporation shall be substituted for the promoter is hereby repealed, and the promoter shall in all the acts, matters, and things provided for by that section be re-substituted.

The name of the Baroness to be re-substituted in conveyances, &c.

5. Subject to the provisions of this Act all the powers, authorities, rights, and duties of the Corporation under the Act of 1873, 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 Baroness and her heirs and assigns, and the Act of 1873 shall as far as it remains in force for the time being be read and have effect as if originally the Baroness had been named therein instead of the Corporation.

Re-transfer to the Baroness of powers, &c. under Acts.

6. With reference to and notwithstanding the transfer effected by this Act from the Corporation to the Baroness of the market and tramways, and of the property, powers, authorities, rights, and duties connected therewith respectively, the following provisions shall have effect; (namely,)

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

(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 Corporation in pursuance or for the purposes of the Columbia Market Acts, 1866, 1871, and 1873, or any or either of them, shall continue in as full force and be as valid and effectual as if this Act had not been passed, the Baroness only being substituted for the Corporation:

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

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

(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 Baroness:

(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.

Repeal of certain sections of Act of 1873.

7. The following sections of the Act of 1873 are hereby repealed; namely,

Section 12 (power to make byelaws, &c.):
Section 13 (penalties in byelaws):
Section 14 (printing and sale of byelaws):
Section 15 (proof of byelaws):
Section 16 (Corporation not to take tolls for use of carriages on tramways):
Section 17 (application of existing funds):
Section 18 (application of stallages):
Section 19 (Act to be executed by common council or committee).

Existing byelaws to remain in force.

8. Provided that any byelaws made under the said section 12 and in force at the passing of this Act shall be deemed to be byelaws made under the provisions of the Markets and Fairs Clauses Act, 1847, and may be enforced accordingly.

Obligation to continue market for ten years discharged.

9. Nothing in the recited articles of agreement dated the second day of December one thousand eight hundred and seventy-one or in the Act of 1873 or in this Act shall be construed to impose any obligation on the Baroness, her heirs or assigns, to continue the market if she or they shall in her or their absolute discretion determine that the market cannot be carried on with adequate benefit to the public, and in that event the Baroness, her heirs or assigns, may divert the premises granted by the indenture of the seventeenth day of September one thousand eight hundred and seventy-four to such other object or objects as she or they may think fit.

Expenses of Act.

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

The SCHEDULE to which the foregoing Act refers.

Conveyance of Columbia Market and other Hereditaments situate in the Parish of Saint Matthew Bethnal Green. A.D. 1875.

This Indenture made the seventeenth day of September in the year of our Lord one thousand eight hundred and seventy-four between the Mayor and Commonalty and Citizens of the City of London of the one part, and the Right Honourable Angela Georgina Baroness Burdett-Coutts, of Highgate and Brookfield, both in the County of Middlesex, of the other part.

Whereas by an Act of Parliament passed in the twenty-ninth year of the reign of Her present Majesty Queen Victoria, entitled "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 land 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 Angela Georgina 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 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 lands and houses authorised to be taken compulsorily under that Act, and sections showing the intended levels of the new street and intended new street, 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;" 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 purpose 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 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 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 the indenture next herein-after recited, a market house and other buildings and approaches thereto, and 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 dated the second day of December one thousand eight hundred and seventy-one, 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 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 might 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 Saint Matthew Bethnal Green, in the county of Middlesex, together with the market, market houses, watchman's house, and other buildings and erections thereon, then and 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 last 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, 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 might 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 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, 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 by articles of agreement also dated the said second day of December one thousand eight hundred and seventy-one, and expressed to be made between the said Angela Georgina 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 it was understood and agreed by and between the parties thereto before and at the time of the execution by the said Baroness Burdett-Coutts of the therein and herein-before recited indenture, and in fact the said Mayor, Commonalty, and Citizens of the City of London consented to accept the gift therein contained only on the terms that they or 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 should be determined by the First Lord of Her Majesty's Treasury for the time being, and that these presents should be accepted as explanatory of the intention of the parties to the therein and herein-before recited indenture, and for the other purposes therein-after appearing it was by the agreement now in recital agreed that the said Mayor and Commonalty and Citizens of the City of London, their successors

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and assigns, should 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 that agreement, 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, their successors or assigns, and failing such agreement then to such object as should be determined by the First Lord of Her Majesty's Treasury for the time being: And whereas by an Act of Parliament passed in the session held in the thirty-sixth and thirty-seventh years of the reign of Her present Majesty, the short title of which is The Columbia Market Act, 1873, it was enacted, amongst other things, that the grant made by the herein-before recited indenture of the second day of December one thousand eight hundred and seventy-one be thereby confirmed, and that the same should have full effect to all intents; that the herein-before recited articles of agreement of the second day of December one thousand eight hundred and seventy-one be thereby confirmed, and that the same should have full effect to all intents; that 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 (the Act of 1871 being an Act to empower the promoter of Columbia Market to make certain streets, improvements, and tramways in connection with the said market), as far as the same were at the passing of the Act now in recital existing and capable of being exercised and enforced, should be and the same were thereby transferred to and conferred and imposed on the said Mayor and Commonalty and Citizens of the City of London and their successors for ever, and those Acts should as far as they remained 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; that in addition to the tramways authorised by the Act of 1871 the Corporation might, subject to the provisions of the Act now in recital, make and maintain in the lines and according to the levels shown on the deposited plans and sections of the tramways and other works thereon described, including those specified in the Act now in recital; that all stallages, with tolls, charges, and money received under that Act by the Corporation should be applied as the Corporation from time to time direct; that all powers, authorities, rights, and duties conferred and imposed on the Corporation by that Act might be exercised and performed by the Mayor, Aldermen, and Commons of the City of London in common council assembled, and the Common Council might appoint a committee to transact all such matters connected with the execution of that Act as the Common Council might think proper to delegate to the committee: And whereas by a deed of defeazance dated the twenty-fourth day of April one thousand eight hundred and seventy-three, made between the said Mayor and Commonalty and Citizens of the one part, and Nathaniel Beazley of the other part, the proviso for re-entry contained in a lease dated the twenty-fourth day of April one thousand eight hundred and seventy-three from the said Baroness Burdett-Coutts to Richard Lancaster, whose assignee at the date of such defeazance the said Nathaniel Beazley had become of the Market Inn, Columbia Market aforesaid, was varied in manner appearing by such deed of defeazance: And

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whereas by an indenture dated the second day of August one thousand eight hundred and seventy-three, 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, the said Baroness Burdett-Coutts granted and conveyed unto the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns, all those two triangular pieces of land, both situate near Columbia Market in the said parish of Saint Matthew Bethnal Green, in the said county of Middlesex, the smallest piece being bounded on the north-west by Hackney Road, on the north-east by a road connecting Hackney Road with Crab Tree Row, and on the south by Crab Tree Row, and the largest piece being bounded on the south by Crab Tree Row, on the east by a private road connecting that row with Baroness Street, and on the west and north-west by property then or then lately belonging to Thomas, and both the said pieces being more particularly described on the map drawn on the last skin of the indenture now in recital, in which map they are indicated by the parts thereof bordered with green, the smallest piece being also marked with the letter A. and the largest piece with the letter B., with the appurtenances, to hold the same unto and to the only proper use and behoof of the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns: And whereas at a common council holden in the chamber of the Guildhall of the city of London on the second day of June one thousand eight hundred and seventy-four it was resolved, that "Although that Corporation had an unexpired term of years within which "to test the possibility of making Columbia Market successful, yet that court was "of opinion that it would be unfair to every interest concerned, and therefore "undesirable, for the Corporation to continue the present experiment without first "consulting the Baroness Burdett-Coutts as to her wishes with reference to a "re-transfer of the market to her Ladyship": And whereas the said Baroness Burdett-Coutts being desirous of having the said market re-transferred to her, the Mayor and Commonalty and Citizens of the City of London have accordingly agreed to re-transfer the same to her the said Baroness Burdett-Coutts in manner herein-after appearing: Now this indenture witnesseth, that for effectuating the said desire, and in pursuance of the said agreement, and in consideration of the premises, the said Mayor and Commonalty and Citizens of the City of London do hereby grant and convey unto the said Baroness Burdett-Coutts, her heirs and assigns, first, all those pieces or parcels of land, with the market, market place, market houses, watchman's house, and other buildings and erections thereon, now called Columbia Market, and all other hereditaments by and in the herein-before recited indenture of the second day of December one thousand eight hundred and seventy-one conveyed to the said Mayor and Commonalty and Citizens of the City of London, with the appurtenances, and all the stallages, rents, tolls, issues, and profits of the said market, market place, market house, buildings, and hereditaments, and generally all powers, authorities, and rights expressed to be conveyed to the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns, by the said indenture of the second day of December one thousand eight hundred and seventy-one, or conferred on the said Mayor and Commonalty and Citizens of the City of London by the Columbia Market Act, 1873; and second, all those two pieces of land and all other the hereditaments conveyed to the said Mayor and Commonalty and Citizens of the City of London, their successors and assigns, by the herein-

before recited indenture of the second day of August one thousand eight hundred and seventy-three, 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 of any part or parts thereof, and all the estate, right, title, interest, claim, and demand of them the said Mayor and Commonalty and Citizens of the City of London into or upon the same premises and every part and parcel thereof, to have and to hold the said hereditaments, and all and singular other the premises hereby assured or intended so to be, unto the said Baroness Burdett-Coutts, her heirs and assigns, to the use of the said Baroness Burdett-Coutts, her heirs and assigns for ever: And the said Mayor and Commonalty and Citizens of the City of London do hereby, for themselves, their successors and assigns, covenant with the said Baroness Burdett-Coutts, her heirs and assigns, that they, the said Mayor and Commonalty and Citizens of the City of London, and their successors, and all other persons and person having or claiming to have any estate, 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, by, from, through, or in trust for the said Mayor and Commonalty and Citizens of the City of London, will at all times hereafter, at the costs of the said Baroness Burdett-Coutts, her heirs or assigns, execute and do every such lawful assurance and thing for the further and more perfectly assuring all or any of the said hereditaments and premises hereby assured or intended so to be unto and to the use of the said Baroness Burdett-Coutts, her heirs and assigns, as by the said Baroness Burdett-Coutts, her heirs or assigns, shall be reasonably required. In witness whereof the said Mayor and Commonalty and Citizens have caused their common seal to be hereunto affixed, and the said Baroness Burdett-Coutts hath hereunto set her hand and seal, the day and year first above written.

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