

[20 & 21 GEO. 5.]

*Bristol Cattle
Market Act, 1930.*

[Ch. clxxix.]



CHAPTER clxxix.

An Act to authorise the sale to the Postmaster-General of part of the site of the Bristol Cattle Market to provide for the vesting in the lord mayor aldermen and burgesses of the city of Bristol of the remainder of the said site and the Wool Hall in the said city and for other purposes. [1st August 1930.]

A.D. 1930.

WHEREAS by the Act 9 George IV chapter xli intituled "An Act for removing the present Cattle Market now held in Saint Thomas Street in the City of Bristol for providing a better and more convenient Market instead thereof and for rebuilding and enlarging the Wool Hall in Saint Thomas Street" (hereinafter called "the Act of 1828") provision was (inter alia) made for the appointment of certain Trustees (hereinafter called "the Trustees") and the erection by them in the city of Bristol (hereinafter called "the city") of a market for the sale of horses cattle sheep pigs and other live beasts and of a building for the buying selling housing and weighing of yarn and wool and other goods and commodities (such market and building being in substitution for a market and building theretofore existing for the like purposes in the city) and for the carrying on of a market undertaking by the Trustees in the said market and building :

And whereas the Trustees duly erected the said market (hereinafter called "the cattle market") and

A.D. 1930. the said building (hereinafter called "the wool hall") and the cattle market and the wool hall are vested in and under the management of the Trustees :

And whereas under powers conferred by the Great Western Railway Act 1913 the Trustees sold to the Great Western Railway Company part of the site of the cattle market and since such sale have pursuant to provisions contained in that Act carried on their market undertaking on the remainder of the said site :

And whereas provision was made by the Act of 1828 as to the application of the tolls rents issues and profits of the cattle market and the wool hall and the Trustees were authorised and required to make thereout the several payments in the said Act prescribed including (if the said tolls rents issues and profits should suffice for the purpose) two several payments of three hundred pounds per annum and two hundred pounds per annum to the feoffees of the church lands of the parish of Saint Thomas in the city of Bristol (hereinafter called "the feoffees") and after making the said payments to divide and pay the surplus of the said rents tolls issues and profits in two equal portions between and to the lord mayor aldermen and burgesses of the city of Bristol (hereinafter called "the Corporation") and the feoffees :

And whereas the Trustees and His Majesty's Postmaster-General (hereinafter called "the Postmaster-General") have entered into an agreement (hereinafter called "the Post Office agreement") for the sale to and purchase by the Postmaster-General of part of the lands forming the site of the cattle market and it is expedient that the Post Office agreement should be confirmed and made binding upon the parties thereto :

And whereas the tolls rents issues and profits of the cattle market and the wool hall during recent years have not sufficed for the payment to the feoffees of the said sums of three hundred pounds per annum and two hundred pounds per annum and on the thirty-first day of December one thousand nine hundred and twenty-eight there was due and owing to the feoffees in respect of the said payments the sum of two thousand and three hundred pounds :

And whereas there has not for many years past (if ever) been any surplus of the said rents tolls issues

and profits available for making any such payments to the Corporation as are provided for by the Act of 1828 : A.D. 1930.

And whereas the Corporation carry on a market undertaking in the city :

And whereas an agreement (hereinafter called "the Corporation agreement") has been entered into by or on behalf of the Trustees the feoffees the vestry of Saint Thomas Bristol and the Corporation for the payment by the Trustees of part of the sum to be received by the Trustees pursuant to the Post Office agreement to the feoffees and of the remainder of that sum (after deducting certain costs and expenses) and other moneys in the hands of the Trustees to the Corporation and with respect to the vesting in the Corporation of the lands remaining in the hands of the Trustees after the said sale to the Postmaster-General and of the wool hall :

And whereas it is expedient that subject to the modifications mentioned in this Act the Corporation agreement should be confirmed and made binding upon the parties by or on behalf of whom the same was entered into :

And whereas it is expedient that the other provisions contained in this Act should be made :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

1. This Act may be cited as the Bristol Cattle Market Act 1930. Short title.

2. In this Act unless the subject or context otherwise requires— Interpreta-
tion.

"The Act of 1828" means the Act 9 George IV chapter xli;

"The Trustees" means the several persons who are for the time being the trustees for the purposes of the Act of 1828;

A.D. 1930.

- “ The feoffees ” means the persons who are for the time being the feoffees of the church lands of the parish church of Saint Thomas in the city of Bristol;
- “ The vestry ” means the vestry of Saint Thomas Bristol;
- “ The Corporation ” means the lord mayor aldermen and burgesses of the city of Bristol;
- “ The Postmaster-General ” means His Majesty’s Postmaster-General;
- “ The Post Office agreement ” means the agreement of which a copy is set forth in the First Schedule to this Act;
- “ The Corporation agreement ” means the agreement of which a copy is set forth in the Second Schedule to this Act as that agreement is modified by this Act;
- “ The signed plan ” means the plan referred to in the Post Office agreement of which plan copies have for purposes of record been signed by Herbert Dunnico the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and have been deposited in the Parliament Office House of Lords and in the Committee and Private Bill Office of the House of Commons;
- “ The reserved area ” means so much of the lands of the Trustees in the city of Bristol forming the site of the Bristol Cattle Market as is not agreed to be sold to the Postmaster-General under the Post Office agreement and is edged green on the signed plan;
- “ The market undertaking ” means the undertaking carried on by the Trustees under and in accordance with the provisions of the Act of 1828 and the Great Western Railway Act 1913;
- “ The wool hall ” means the wool hall of and belonging to the Trustees in Saint Thomas Street in the city of Bristol;

“The date of transfer” means the date on which the reserved area and the wool hall are transferred to and vested in the Corporation under the provisions of the section of this Act of which the marginal note is “Vesting of reserved area and wool hall in Corporation.”

A.D. 1930.

3.—(1) The agreement dated the fourteenth day of September one thousand nine hundred and twenty-nine and made between the Trustees of the one part and the Postmaster-General of the other part of which a copy is set forth in the First Schedule to this Act is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly.

Confirmation of
Post Office
agreement.

(2) The conveyance referred to in clause 9 of the Post Office agreement shall be valid and effectual for all purposes if executed by any five or more of the Trustees.

(3) The purchase money referred to in the Post Office agreement may be paid to and received by the Trustees and the receipt of the Trustees or of any five or more of them shall be a good and sufficient discharge for the purchase money so paid.

4. The agreement dated the twelfth day of December one thousand nine hundred and twenty-nine and made between the Trustees of the first part Harry Graeme Vassall on behalf of the vestry and of the feoffees of the second part and the Corporation of the third part of which a copy is set forth in the Second Schedule to this Act is hereby confirmed and made binding on the Trustees the vestry the feoffees and the Corporation subject to the following modifications and effect may and shall be given thereto accordingly.

Confirmation of
Corporation
agreement.

The said modifications are the following :—

- (a) The sum of ten thousand pounds shall be substituted for the sum of eight thousand eight hundred and seventy-five pounds referred to in clauses 1 2 3 and 4 of the said agreement;
- (b) The said sum of ten thousand pounds instead of being paid to and received by the feoffees as provided by the said agreement shall be paid to the Official Trustees of Charitable Funds and held by them as a capital endowment for the benefit of the charity known as the Church Lands of Saint Thomas Bristol.

A.D. 1930.

Vesting of reserved area and wool hall in Corporation.

5. On the payment by the Trustees to the Corporation of the money payable to them under the provisions of the Corporation agreement the reserved area and the wool hall and the estate right title and interest of the Trustees therein or thereto shall by virtue of this Act be transferred to and vest in the Corporation free from all rights title estate and interest of the Trustees and the vestry and the feoffees or any of them in or to or in any manner affecting the same or in or to any rents tolls issues or profits arising therefrom or from any market held thereon or therein or in or to the payment of any annual or other sums out of such rents tolls issues or profits.

Application by Corporation of money received from Trustees.

6. The Corporation may from time to time apply to any of the purposes of their market undertaking to which capital moneys are properly applicable the money paid to them by the Trustees under the provisions of the Corporation agreement.

Corporation to carry on market on reserved area.

7. As from the date of transfer and unless and until the Corporation pass any such resolution as is referred to in the section of this Act of which the marginal note is "Power to Corporation to discontinue market on reserved area" or sell the reserved area under the powers of the section of this Act of which the marginal note is "Power to Corporation to sell reserved area" (whichever shall first happen) the Corporation may and shall carry on a market on the reserved area as part of their market undertaking.

Power to Corporation to sell reserved area.

8. Notwithstanding any other provision of this Act at any time after the date of transfer the Corporation may if they think fit sell lease exchange or otherwise dispose of the reserved area or any part thereof for such purpose in such manner and upon and subject to such terms and conditions and for such consideration as they may determine.

Powers with reference to wool hall.

9. As from the date of transfer the Corporation may hold and use the wool hall and the site thereof for any purpose for which they are or may for the time being be empowered to acquire or hold lands or they may if they think fit at any time sell lease exchange or otherwise dispose of the same for such purposes in such manner

and upon and subject to such terms and conditions as they may determine. A.D. 1930.

10.—(1) The Corporation may apply any moneys received by them upon the sale or exchange or by way of premium upon the leasing of the reserved area or of the wool hall under the powers of this Act in or towards the purchase by agreement of other lands in substitution for the lands so sold leased or exchanged. Application
by Cor-
poration
of proceeds
of sale of
reserved
area and
wool hall.

(2) Unless before the purchase of any lands under the powers of this section the Corporation shall have passed such a resolution as is referred to in the section of this Act of which the marginal note is "Power to Corporation to discontinue market on reserved area" they may and shall on any lands so purchased carry on a market as part of their market undertaking unless and until they shall pass such a resolution as aforesaid.

(3) Any moneys so received by the Corporation and not so applied as aforesaid shall be applied by them in or towards the extinguishment of any loan raised by them under the powers of any enactment for the purposes of their market undertaking or in such other manner as may be approved by the Minister of Health.

(4) Any money so applied in or towards the extinguishment of a loan as aforesaid shall be in addition to and not in substitution for any other mode of extinguishment provided for by the enactment under which such loan was raised except to such extent and upon such terms as may be approved by the Minister of Health.

11. Notwithstanding anything in any other enactment the Corporation may in respect of any market carried on by them on the reserved area or on any land purchased by them under the powers of the section of this Act of which the marginal note is "Application by Corporation of proceeds of sale of reserved area and wool hall"— Powers to
Corporation
with
reference to
markets.

(a) demand and take such stallages and rents as may from time to time be fixed by the Corporation;

(b) demand and take tolls;

(c) make and enforce byelaws;

as if section 167 of the Public Health Act 1875 applied to such market :

A.D. 1930.

Provided that until tolls are approved as provided by the said section 167 the tolls authorised by the Act of 1828 shall continue in force with reference to such market and that until byelaws are confirmed under the provisions of the Public Health Act 1875 the regulations made by the Corporation under the Act of 1828 shall continue to apply to such market.

Power to
Corporation
to discon-
tinue
market on
reserved
area.

12. If at any time after the passing of this Act the Corporation by resolution determine not to carry on a market on the reserved area or on any lands purchased by them under the provisions of the section of this Act of which the marginal note is "Application by Corporation of proceeds of sale of reserved area and wool hall" or to discontinue the carrying on of such a market all obligations and liabilities of or attaching to the Corporation under or by virtue of this Act or otherwise to hold a market on the reserved area or on any such lands shall as from the date of the passing of such resolution or such later date (if any) as may be specified therein in that behalf cease and determine and the Corporation may hold and use the reserved area or the said lands for any purpose for which they are or may for the time being be authorised to acquire and hold lands.

Pending
actions &c.
not to
abate.

13. Any action arbitration or proceeding or any cause of action arbitration or proceeding pending or existing at the date of transfer by or against or in favour of the Trustees in respect of the market undertaking shall not abate or be discontinued or be in anywise prejudicially affected by anything contained in this Act or done thereunder but may be continued prosecuted enforced and recovered by against or in favour of the Corporation as and when the same might have been continued prosecuted enforced and recovered by against or in favour of the Trustees if this Act had not been passed but not further or otherwise.

Accrued
rents &c.

14. All rents tolls or sums of money due accruing or payable to or recoverable by the Trustees in respect of the market undertaking at the date of transfer shall be payable to or recoverable by the Corporation in the same manner and by the same proceedings as the same could have been recovered by the Trustees if this Act had not been passed.

15. Subject to the provisions of this Act and the Post Office agreement and the Corporation agreement all agreements conveyances contracts deeds and other instruments entered into or made with or by the Trustees and in force at the date of transfer shall be as binding and of as full force and effect in every respect against or in favour of the Corporation and may be enforced as fully and effectually as if instead of the Trustees the Corporation had been a party thereto.

A.D. 1930.

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Contracts
with Trus-
tees to be
binding on
Corporation.

16. All books and other documents which if this Act had not been passed would have been evidence in respect of any matter for or against the Trustees shall after the date of transfer be admitted in respect of the same or the like matter for or against the Corporation.

Books &c.
to remain
evidence.

17. As from the date of transfer the benefit of all covenants obligations and restrictions on the part of or imposed on or attaching to the Postmaster-General under or by virtue of the Post Office agreement (other than those relating to the payment by the Postmaster-General to the Trustees of the sum of eighteen thousand pounds) shall be transferred to and enure for the benefit of the Corporation and may be enjoyed exercised or enforced by the Corporation as fully and effectually as if the Corporation had been named therein instead of the Trustees.

Transfer of
benefits of
Post Office
agreement
to Corpora-
tion.

18. As from the date of transfer the Trustees shall be freed and discharged from all duties trusts powers obligations and liabilities imposed on or attaching to them under or by virtue of the Act of 1828 and shall cease to be or act as trustees for the purposes of that Act and no other trustees for the said purposes shall be appointed in their place.

Dissolution
of Trustees.

19. As from the date of transfer the Act of 1828 and the following provisions of the Great Western Railway Act 1913 (that is to say):—

Repeal of
Acts.

Section 70 (Power to market trustees to recon-
struct cattle market);

A.D. 1930.
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Section 71 (Power to market trustees to carry on cattle market on remainder of site);

Section 72 (Application by market trustees of purchase money);

shall be and are hereby repealed except so far as it may be necessary for those enactments to remain in operation for the purposes of the sections of this Act of which the marginal notes are respectively "Powers to Corporation with reference to markets" "Pending actions &c. not to abate" and "Accrued rents &c."

Agreements.

20. The Trustees the feoffees the vestry the Corporation and the Postmaster-General or any two or more of them may enter into and carry into effect agreements with reference to any of the matters referred to in this Act or in the Post Office agreement or in the Corporation agreement and any agreement entered into under the powers of this section by the parties to the Post Office agreement or the parties or any of the parties to the Corporation agreement may vary the provisions of such last-mentioned agreements respectively but not so as to affect the rights or interests of persons not being parties to the agreement so entered into and shall have effect as if that agreement had been scheduled to and confirmed by this Act.

Costs of
Act.

21. The costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Trustees out of the moneys to be received by them under the provisions of the Post Office agreement or out of any other moneys for the time being in their hands.

The SCHEDULES referred to in the
foregoing Act.

A.D. 1930.

FIRST SCHEDULE.

THIS AGREEMENT made the fourteenth day of September One thousand nine hundred and twenty-nine between the SEVERAL PERSONS WHO ARE THE TRUSTEES for the purposes of an Act of Parliament (hereinafter called "the said Act") entitled "An Act for removing the present Cattle Market now held in Saint Thomas Street in the City of Bristol for providing a better and more convenient market instead thereof and for rebuilding and enlarging the Wool Hall in Saint Thomas Street" (hereinafter called "the Trustees") of the one part and HIS MAJESTY'S POSTMASTER-GENERAL (hereinafter called "the Postmaster-General") on behalf of His Majesty of the other part.

WHEREBY it is agreed between the Trustees and the Postmaster-General as follows :—

1. Subject to the parliamentary powers hereinafter mentioned being obtained the Trustees hereby agree to sell and the Postmaster-General to purchase for the purpose of the Post Office (which expression "the purpose of the Post Office" has in these presents the same meaning as in the Post Office Act 1908) for the sum of eighteen thousand pounds (£18,000) the inheritance in fee simple in possession free from incumbrances of and in all those two pieces or parcels of land situate in that part of the parish and city and county of Bristol which were formerly in the parish of Temple forming part of the Bristol Cattle Market and having an area of five thousand nine hundred and nineteen and five hundred and sixty-two square yards or thereabouts respectively but except such of the mines and minerals thereunder as the Trustees are unable to dispose of which said pieces of land are more particularly delineated on the plan annexed hereto and thereon edged pink and blue respectively Reserving nevertheless unto the Trustees in fee simple or other the owner or owners for the time being of the land edged green on the said plan hereto annexed and the tenants

A.D. 1930.
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of and all persons authorised by the Trustees or other the owner or owners aforesaid full right and liberty from time to time and at all times hereafter and for all reasonable purposes to pass and repass with or without horses (but not with sheep cattle pigs or other animals) carts carriages motor cars and other vehicles over and along the land edged blue on the said plan hereto annexed but in the exercise of such reserved right or liberty no horses or vehicles shall be allowed to stand on the said land edged blue on the said plan except for the purpose of obtaining ingress into or egress from the land edged green on the said plan nor shall any obstruction whatsoever be caused or permitted to the passage of the Postmaster-General his successors or assigns and his and their tenants and licensees at all times and with or without vehicles of every kind over and along the said land edged blue on the said plan from and to the said land edged pink on the said plan to and from the public highway.

The wall on the western side of the said pieces or parcels of land will be sold by the Trustees to the Postmaster-General subject to such rights and interests as the Great Western Railway Company may have in respect of the same but with the benefit of all obligations which the Company are under for its repair and maintenance and with the benefit of all other rights of the Trustees in respect of such wall.

2. The premises are sold subject to all quit and other rents incidents of tenure and easements affecting the same but free from all other incumbrances.

3. The purchase moneys shall be considered to include satisfaction and compensation for all damage (whether permanent temporary or recurring) loss or inconvenience occasioned by severance or otherwise injuriously affecting the Trustees' other property in the exercise of the powers of the Postmaster-General or by the removal or loss of trade or goodwill and shall be in full satisfaction for all accommodation works except such as are hereby specially provided for which might otherwise be required to be made or done for the better enjoyment protection or accommodation of the Trustees' other property.

4. The Trustees (or the Corporation of Bristol at their request and on their behalf) shall promote a Bill in the 1929-30 session of Parliament applying for and shall use their best endeavours to obtain statutory powers to enable the Trustees to sell and the Postmaster-General to purchase the said premises at the agreed price and the Trustees (or the Corporation as the case may be) may include in such Bill such provisions as the Trustees may think necessary or desirable for enabling the Trustees to deal with the said purchase money and for repealing altering amending or re-enacting in such manner as the Trustees may be advised the whole or such parts of the said Act relating to the Bristol Cattle

Market and Wool Hall in so far as the same may be rendered necessary or advisable by the sale hereby agreed to be made and for giving effect to the terms of this agreement and in particular there may also be included in the said Bill provisions to deal with the following matters viz. :—

A.D. 1930.

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- (a) Application of purchase money payable by Postmaster-General;
- (b) Power to Trustees to carry on market on remainder of site or to sell same and wool hall;
- (c) Application of proceeds of such sale;
- (d) Power to Trustees to apply such proceeds in purchase of substituted site for cattle market and to carry on such market under the said Act with modifications;
- (e) If Trustees carry on market whether on remainder of site or on substituted site amend provisions as to application of revenue (section 64);
- (f) Power to the Corporation of Bristol or others to purchase remainder of site and wool hall;
- (g) Provision that such sale may be for purpose of carrying on market by any such purchasers;
- (h) Provisions regulating carrying on of the market by such purchasers maximum tolls application of market revenue &c.;
- (i) Abolition of obligation to hold market under the said Act if remainder of site and wool hall are sold for any other purpose and Trustees elect not to carry on substituted market;
- (j) Power to the Corporation of Bristol if they purchase the remainder of site and wool hall or either of them to use same for any purpose for which they are empowered to hold land;
- (k) Dissolution of the Trustees on sale of all their property unless they elect to carry on a substituted market :

Provided always that the Trustees (or the Corporation as the case may be) shall be at liberty at any stage of the Bill to withdraw the same if in the opinion of the Trustees it is expedient to do so owing to opposition thereto on the second reading or other stages of the Bill unless such opposition can be avoided by the withdrawal of the provisions in the Bill relating only to the matters or some of the matters mentioned in subsections (f) to (k) both inclusive of this present clause Upon the said Bill receiving the Royal Assent or upon it being thrown out or withdrawn the Postmaster-General shall pay to the Trustees one-half of the reasonable costs charges and expenses of the Trustees

A.D. 1930.

and their solicitor and parliamentary agents (if any) in the preparation and discussion in Parliament of the said Bill and one-half of the costs and expenses of the witnesses which the Trustees may call in support of the before-mentioned provisions of the said Bill. Provided always that the liability of the Postmaster-General for such costs charges and expenses shall in no event exceed the sum of two hundred and fifty pounds.

5. The purchase shall be completed and the Postmaster-General shall be entitled to vacant possession of the said pieces of land at the expiration of six weeks after the date on which Royal Assent is signified to the said Bill. The Postmaster-General shall pay to the Trustees interest at the rate of five pounds (£5) per centum per annum on the said purchase money from the day fixed for completion until the completion of the purchase unless the purchase shall not be completed owing to the default of the Trustees.

6. The land tax and tithe rentcharge (if any) shall be apportioned if necessary at the expense of the Postmaster-General.

7. The Postmaster-General shall concurrently with the erection by him of buildings on the land edged pink on the said plan hereto annexed erect and complete upon the land edged blue and pink on the said plan and for ever thereafter maintain at his own expense and to the satisfaction of the Trustees' surveyor a boundary wall along the line marked A B C D E F (Such wall between the points A to C to be a brick wall in cement fourteen inches thick and eight feet high and between the points C to F to be a brick wall in cement nine inches thick with eighteen inch piers at ten foot intervals and eight feet high) Pending the erection of such wall the Postmaster-General shall along the said line A B C D E F erect a satisfactory temporary fence for the purpose of preventing the ingress or egress of animals into or from the land of the Trustees edged green such temporary fence to be erected immediately building operations shall be commenced on the land edged pink and blue or upon the removal of the existing boundary walls thereof by the Postmaster-General. The Trustees shall have full right and liberty to obtain support from utilise tie into or raise the height of the said wall for the purpose of enabling the Trustees to erect any buildings or structures on the land retained by them and to fix and construct on the said wall or on any higher wall such eaves and gutters as the Trustees may require notwithstanding that the same may overhang the land of the Postmaster-General as fully as if the said boundary wall were part of the cattle market buildings. The Postmaster-General shall (in the event of the Trustees raising the height of the wall as aforesaid) have full right and liberty to obtain support from utilise and tie into such heightened part of the wall for the purpose

A.D. 1930.

of enabling him to erect additional buildings or structures or to increase the height of existing buildings or structures on the land hereby agreed to be sold subject to such heightened wall being sufficiently strong to take the weight of the said additional buildings or structures. The Postmaster-General shall also have the right at his own expense to reconstruct the said wall at any time or times but if that should necessitate any reconstruction of the Trustees' adjoining buildings then the Postmaster-General shall thereupon pay to the Trustees the reasonable expense of such reconstruction. Provided always that the Postmaster-General shall in erecting the said boundary wall between the points marked A-B and D-E respectively on the said plan build the same to the satisfaction of the Trustees to such a height and in such a manner as to effectively seal the end of the buildings shown on the said plan between the points marked A-B and D-E respectively and shall make good all damage and injury which may be suffered and sustained by the said buildings by reason of their partial demolition and the erection of the said boundary wall between the points A-B and D-E respectively unless such damage and injury be caused by the action of the Trustees in removing any building or other materials in accordance with the terms of clause 10 hereof.

The Trustees shall have the right and liberty to make with the consent of the Postmaster-General (such consent not to be unreasonably withheld) such entrances and doorways as they may deem necessary in the boundary wall between the points marked A B C on the said plan for the purpose of affording access to the land of the Trustees edged green on the said plan. Provided always that any such entrances and doorways shall be made to the reasonable satisfaction in all respects of the Postmaster-General's architect or surveyor and any damage or injury caused to the said boundary wall or to the land or roadway edged blue on the said plan by the construction of such entrances and doorways shall be forthwith made good by the Trustees at their own expense.

8. Concurrently with the erection by him of buildings on the land edged pink on the plan hereto annexed the Postmaster-General shall construct on the land edged blue on the said plan and thereafter keep in a reasonable state of repair a roadway having a six-inch layer of Portland cement concrete finished off with one and a half inch of asphalt. The said roadway shall be a private roadway and may be constructed to such levels as the Postmaster-General may think fit except that the level shall be such as will enable the Trustees to obtain access to such roadway from the land edged green on the said plan without having to raise or lower the level of the land edged green.

A.D. 1930.
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9. The conveyance to the Postmaster-General shall be executed by all necessary parties. The said conveyance shall contain proper covenants and provisions to give effect to the stipulations contained in clauses 7 and 8 of these presents. The said conveyance shall also contain an agreement and declaration that nothing contained therein or the conveyance thereby made or the circumstances connected therewith shall operate as or imply (a) a grant or reservation to the Trustees or their successors in title of any right or easement of light or air over the land and premises edged pink on the plan hereto annexed or (b) a grant to the Postmaster-General or his successors in title of any right or easement of light or air over the adjoining property of the Trustees edged green on the plan. There shall however be reserved to the Trustees right of light and air over the piece of land edged blue on the plan annexed hereto in favour of the remaining property of the Trustees edged green on the said plan.

10. The Trustees shall be at liberty at any time before the completion of the purchase to remove all building and other materials which may be standing or erected on the premises hereby agreed to be sold except the existing boundary walls thereof any damage to which caused by the removal of such building and other materials shall be made good by the Trustees at their own expense and to the reasonable satisfaction of the Postmaster-General.

11. The Postmaster-General shall not be entitled to an abstract of title but the Trustees will on request at the cost of the Postmaster-General cause one of their joint clerks to make a statutory declaration to the effect that the Trustees are entitled to the freehold in fee simple in possession free from incumbrances of and in the said premises and have been in receipt of the rents and profits of the said premises for upwards of forty years without any adverse claim being made thereto or in respect of any rights thereover and that the persons by whom the conveyance to the Postmaster-General will be made are in fact Trustees of the said premises duly appointed pursuant to the provisions of the said Act.

12. The Postmaster-General shall on the completion of the purchase pay to the Trustees (a) the sum of one hundred pounds (£100) towards their surveyor's fees and charges in reference to this sale and purchase and (b) the further sum of one hundred pounds (£100) towards their solicitors' costs of and incidental to this agreement and of perusing and completing the assurance to the Postmaster-General.

13. This agreement is made subject to such alterations as Parliament shall think fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to either of the parties hereto to withdraw from the same.

A.D. 1930.

In witness whereof the Trustees have hereunto set their hands and seals and the Postmaster-General hath hereunto set his hand and corporate seal the day and year first before written.

Signed sealed and delivered
by Edward Raven C.B. one
of the secretaries to the
Post Office for and in the
name and as the act and
deed of His Majesty's Post-
master-General by virtue
of the power in that behalf
conferred by the Post Office
Act 1908 in the presence
of—

H.M. Postmaster-General by—
E. RAVEN. (L.S.)

E. L. WESTELL
Secretary's Office
G.P.O.

Signed sealed and delivered by
John Stroud Gwyer William
Stroud William Thomas
Parker William Holbein
Paul Thomas James Wise
and Walter Bryant being
five of the Trustees above
mentioned in the presence
of—

(Signed) J. S. G.W. STROUD. (I.S.)
(Signed) W. T. PARKER. (L.S.)
(Signed) W. H. PAUL. (L.S.)
(Signed) THOS. J. WISE. (L.S.)
(Signed) WALTER BRYANT. (L.S.)

GEOFFREY KNOWLES
Deputy Town Clerk
Bristol.

A.D. 1930.

SECOND SCHEDULE.

THIS AGREEMENT made the twelfth day of December one thousand nine hundred and twenty-nine between the SEVERAL PERSONS WHO ARE THE TRUSTEES for the purposes of an Act of Parliament (hereinafter called "the said Act") entitled "An Act for removing the present Cattle Market now held in Saint Thomas Street in the City of Bristol for providing a better and more convenient market instead thereof and for rebuilding and enlarging the Wool Hall in Saint Thomas Street" (hereinafter called "the Trustees") of the first part HARRY GRAEME VASSALL of 41 Broad Street Bristol solicitor clerk to the Vestry of Saint Thomas Bristol (himself a Feoffee) on behalf of the said Vestry and of the Feoffees of the Church Lands in the Parish of Saint Thomas in the said City of Bristol (hereinafter called "the Feoffees") of the second part and THE LORD MAYOR ALDERMEN AND BURGESSES of the CITY OF BRISTOL (hereinafter called "the Corporation") of the third part.

WHEREAS by an agreement made the 14th day of September 1929 between the Trustees of the one part and His Majesty's Postmaster-General (therein and hereinafter called "the Postmaster-General") of the other part the Trustees have agreed to sell to the Postmaster-General for the sum of eighteen thousand pounds (£18,000) the inheritance in fee simple in possession free from incumbrances of and in all those two pieces or parcels of land situate in that part of the parish and city and county of Bristol which were formerly in the parish of Temple forming part of the Bristol Cattle Market and having an area of five thousand nine hundred and nineteen square yards and five hundred and sixty-two square yards or thereabouts respectively but except such of the mines and minerals thereunder as the Trustees are unable to dispose of which said pieces of land are more particularly delineated on the plan annexed to the said agreement and thereon edged pink and blue respectively subject to certain terms and conditions which are contained in the said agreement including clauses 4 and 5 as follows viz. :—

4. The Trustees (or the Corporation of Bristol at their request and on their behalf) shall promote a Bill in the 1929-30 session of Parliament applying for and shall use their best endeavours to obtain statutory

powers to enable the Trustees to sell and the Postmaster-General to purchase the said premises at the agreed price and the Trustees (or the Corporation as the case may be) may include in such Bill such provisions as the Trustees may think necessary or desirable for enabling the Trustees to deal with the said purchase money and for repealing altering amending or re-enacting in such manner as the Trustees may be advised the whole or such parts of the said Act relating to the Bristol Cattle Market and Wool Hall in so far as the same may be rendered necessary or advisable by the sale hereby agreed to be made and for giving effect to the terms of this agreement and in particular there may also be included in the said Bill provisions to deal with the following matters viz. :—

- (a) Application of purchase money payable by Postmaster-General;
- (b) Power to Trustees to carry on market on remainder of site or to sell same and wool hall;
- (c) Application of proceeds of such sale;
- (d) Power to Trustees to apply such proceeds in purchase of substituted site for cattle market and to carry on such market under the said Act with modifications;
- (e) If Trustees carry on market whether on remainder of site or on substituted site amend provisions as to application of revenue (section 64);
- (f) Power to the Corporation of Bristol or others to purchase remainder of site and wool hall;
- (g) Provision that such sale may be for purpose of carrying on market by any such purchasers;
- (h) Provisions regulating carrying on of the market by such purchasers maximum tolls application of market revenue &c.;
- (i) Abolition of obligation to hold market under the said Act if remainder of site and wool hall are sold for any other purpose and Trustees elect not to carry on substituted market;
- (j) Power to the Corporation of Bristol if they purchase the remainder of site and wool hall or either of them to use same for any purpose for which they are empowered to hold land;

A.D. 1930.

(k) Dissolution of the Trustees on sale of all their property unless they elect to carry on a substituted market:

Provided always that the Trustees (or the Corporation as the case may be) shall be at liberty at any stage of the Bill to withdraw the same if in the opinion of the Trustees it is expedient to do so owing to opposition thereto on the second reading or other stages of the Bill unless such opposition can be avoided by the withdrawal of the provisions in the Bill relating only to the matters or some of the matters mentioned in subsections (f) to (k) both inclusive of this present clause. Upon the said Bill receiving the Royal Assent or upon it being thrown out or withdrawn the Postmaster-General shall pay to the Trustees one-half of the reasonable costs charges and expenses of the Trustees and their solicitor and parliamentary agents (if any) in the preparation and discussion in Parliament of the said Bill and one-half of the costs and expenses of the witnesses which the Trustees may call in support of the before mentioned provisions of the said Bill. Provided always that the liability of the Postmaster-General for such costs charges and expenses shall in no event exceed the sum of two hundred and fifty pounds.

5. The purchase shall be completed and the Postmaster-General shall be entitled to vacant possession of the said pieces of land at the expiration of six weeks after the date on which Royal Assent is signified to the said Bill. The Postmaster-General shall pay to the Trustees interest at the rate of five pounds (£5) per centum per annum on the said purchase money from the day fixed for completion until the completion of the purchase unless the purchase shall not be completed owing to the default of the Trustees.

And whereas under and by virtue of "the said Act" it is provided that the surplus of the tolls rents issues and profits of the said market and wool hall shall be divided equally between the Corporation and the Feoffees after first making certain payments which are set out in section 64 of the said Act which payments include two several sums of £300 per annum (preferentially) and £200 per annum payable to the Feoffees if the said tolls rents issues and profits of the said market and wool hall shall be sufficient for the purpose. And whereas by the deed of 23rd April 1902 whereby the St. Thomas church lands were conveyed to the Feoffees it was (inter alia) recited that by "the said Act" the cattle market hitherto held in a space allotted therefor in St. Thomas Street aforesaid and the rights and income tolls customs jurisdictions and emoluments arising

A.D. 1930.
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from such market and which formerly constituted part of the hereditaments forming part of St. Thomas church lands became vested in certain other Trustees (meaning thereby the Trustees) nominated and appointed in pursuance of the provisions contained in "the said Act" and the holding of the said market for cattle was removed from St. Thomas Street aforesaid and a messuage and warehouse called the wool hall situate in St. Thomas Street aforesaid other part of the said church lands became vested in the said Trustees nominated by virtue of "the said Act" but the Feoffees or Trustees of the said St. Thomas church lands were entitled under the provisions of the same Act to certain rents and annual sums out of the incomes of the said market and wool hall and by the said deed it was provided that the Feoffees or Trustees for the time being should from time to time and at all times thereafter disburse bestow and employ the rents issues and profits out of the hereditaments thereby granted and other incomes of the same premises to and for the maintenance of the aforesaid parish church of St. Thomas in the city of Bristol and the tower bells seats and other necessaries and good uses within the said parish as had theretofore been used and accustomed by and with the consent of the vestrymen of the said parish for the time being or any five in number of them in vestry assembled and not otherwise and to for or upon no other trust and interest or purpose whatsoever And whereas the said tolls rents issues and profits of the said market and wool hall have not been sufficient to pay to the Feoffees during recent years the two several sums of £300 per annum and £200 per annum making a total of £500 per annum and there is at the date hereof due and owing to the Feoffees the sum of £2,300 in respect of the said yearly payments And whereas it appears to the Trustees and the Feoffees that it is unlikely that the income of the Trustees from the said tolls rents issues and profits of the said market and wool hall or from any other source will after making provision for the cost of reinstating the said market which will be rendered necessary by the proposed sale of a part to the Postmaster-General and after discharging the annual losses in maintaining the said market permit of the Trustees making payment to the Feoffees of the said annual sums of £300 and £200 respectively and possibly not of the said preferential sum of £300 per annum and the arrears thereof payable out of the said income of the Trustees from the said tolls rents issues and profits.

And whereas it is expedient that the Feoffees shall secure a certain income and that the Corporation shall own and control the said market and wool hall And resolutions have been passed by the vestrymen of St. Thomas in vestry assembled on the 30th October 1929 and the 21st and 28th November 1929 to the last of which meetings the Feoffees were also summoned and several

A D. 1930. of them attended and the said Harry Graeme Vassall is thereby authorised on behalf of the said vestry and the Feoffees to enter into this agreement on their behalf.

Now therefore it is mutually agreed by and between the parties hereto as follows viz. :—

1. Within three days of the actual completion of the said sale to the Postmaster-General the Trustees shall pay to the Feoffees the sum of £8,875 with such interest as may have accrued thereon since the date fixed for completion which sum shall be deemed to be in full satisfaction for all the interest of the Feoffees (as such Trustees as aforesaid) in the said market and wool hall and in the tolls rents issues and profits thereof whether the same shall have accrued before the date of payment as herein provided or shall accrue thereafter and for all other rights claims and demands which may howsoever arise under the said Act.

2. The said sum of £8,875 shall be paid to and received by the Feoffees and the receipt of the Feoffees or of any three of them or of the Official Trustee of Charitable Funds on their behalf or of the said Harry Graeme Vassall shall be a good and sufficient discharge for the money so paid to them.

3. Within three days of the actual completion of the said sale to the Postmaster-General the Trustees shall pay to the Corporation the remainder of the said sum of £18,000 after deducting the said sum of £8,875 payable to the Feoffees with interest thereon and all proper costs charges and expenses of the Trustees of and incidental to obtaining the authority of Parliament to effect the proposed sale to the Postmaster-General and the costs leading up to and to give effect to the terms of this agreement but not the costs of the vestry or Feoffees in obtaining any orders or sanctions from the Charity Commission and the Trustees shall after satisfying all debts demands and expenses for which they are or may be responsible on the date upon which they shall make payment to the Corporation as herein provided pay and transfer to the Corporation all moneys and the right to receive moneys which may be vested in them under and by virtue of the said Act or otherwise and shall assent to the vesting in the Corporation of the remainder of the cattle market and wool hall freed from any rights of the Trustees or the Feoffees howsoever arising.

4. The said Bill hereinbefore referred to shall include such provisions as the Corporation may think necessary or desirable for enabling the Trustees to deal with the said purchase money of £18,000 provided provision is made for the payment of the said sum of £8,875 with interest thereon to the Feoffees and for repealing altering amending or re-enacting in such manner as the Corporation may be advised the whole or such parts of the said Act relating to the Bristol Cattle Market and Wool Hall in so far as

the same may be rendered necessary or advisable by the sale agreed to be made to the Postmaster-General and for vesting the remainder of the cattle market and wool hall in the Corporation and for giving effect to the terms of this Agreement and in particular there may also be included in the said Bill provisions to deal with the following matters viz. :—

A.D. 1930.

- (1) Vesting in the Corporation the remainder of the cattle market and wool hall freed from all the rights claims and interests of the Trustees or Feoffees ;
- (2) Power to Corporation to carry on the market on remainder of site ;
- (3) Power to sell cattle market and wool hall ;
- (4) Application of proceeds of such sale ;
- (5) Power to Corporation to apply such proceeds in purchase of substituted site for cattle market and to carry on such market ;
- (6) Abolition of obligation to hold market under the said Act if Corporation elect not to carry on substituted market ;
- (7) Power to the Corporation of Bristol to use the remainder of site and wool hall or either of them for any purpose for which they are empowered to hold land ;
- (8) Dissolution of the Trustees upon the vesting of their property absolutely in the Corporation ;
- (9) Provisions to confer upon the Corporation the benefit of the covenants made between the Trustees and the Postmaster-General as contained in the said agreement except those relating to the payment of the purchase money of £18,000.

(5) The Trustees shall use their best endeavours to obtain statutory powers to give effect to the matters referred to in clause 4 hereof and shall if desired by the Corporation schedule this agreement to the said Bill and if desired by the Feoffees supply a copy thereof and of the said Bill to the Charity Commissioners and this agreement is made subject to such alterations as Parliament shall think fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw from the same.

(6) The Corporation and the Feoffees or/and the said vestry shall upon the request and at the expense of the Trustees petition in favour of the said Bill before one or both Houses of Parliament.

A.D. 1930.

In witness whereof the parties hereto of the first and second parts have hereunto set their respective hands and seals and the Corporation have caused their common seal to be set and affixed the day and year first before written.

Signed sealed and delivered
by John Stroud Gwyer
William Stroud Walter
Bryant Thomas James
Wise Charles Frederick
Solomon and William
Holbein Paul being five
of the Trustees above-
mentioned in the presence
of—

(Signed) J. S. G. W. STROUD. (L.S.)

(Signed) WALTER BRYANT. (L.S.)

(Signed) THOS. J. WISE. (L.S.)

(Signed) C. F. SOLOMON. (L.S.)

(Signed) W. H. PAUL. (L.S.)

JAS. F. BOWDEN

The Council House
Bristol.

Signed sealed and delivered
by Harry Graeme Vassall
for and on behalf of the
above-mentioned Feoffees
in the presence of—

(Signed) HARRY G. VASSALL. (L.S.)

JAS. F. BOWDEN

The Council House
Bristol.

The common seal of the
lord mayor aldermen and
burgesses of the city of
Bristol was hereunto
affixed in the presence
of—

(L.S.)

JOSIAH GREEN

Town Clerk
Bristol.

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FOR

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