



ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

Cap. ccxxii.

An Act for authorizing the Mayor, Aldermen, and Burgesses of the Borough of *Bradford* in the County of *York* to acquire and to regulate the Markets and Fairs in the Borough, and to provide Places for holding the Markets and Fairs, and to take Tolls for the same, and for extending the Periods for the Completion of their Waterworks, and for authorizing them to acquire Lands, and to raise further Monies, and for regulating their Borrowing Powers and Debt; and for other Purposes. [16th *July* 1866.]

WHEREAS the Mayor, Aldermen, and Burgesses of the Borough of *Bradford* in the County of *York* (in this Act called the Corporation) by their Council are the Local Board of Health for the District of the Borough: And whereas the Markets and Fairs which are respectively held within the Borough are or are claimed to be Franchises of the Manor of *Bradford* which comprises the Borough: And whereas the Markets are held on Lands in
[*Local.*] 34 D the

Bradford Corporation Act, 1866.

the Borough which belong or are claimed to belong to the Manor, and the Accommodation for the Markets is very inadequate and not suited to the Wants of the Borough: And whereas the Fairs which are held Three Times in the Year are held chiefly in Streets in the Borough, and Two of the Fairs last several Days: And whereas the holding of the Fairs, and especially the Cattle Fairs in the Streets, occasions great Inconvenience, Annoyance, and even Danger to the Inhabitants of the Borough, and during the holding of the Cattle Fairs the Foot Pavements of the Streets in which they are held have to be fenced off by the Corporation at the Expense of the Borough by Barricades from the Carriageway so as to protect the Foot Passengers from the Cattle, and the ordinary Traffic in those Streets is seriously interrupted: And whereas the Corporation are desirous of taking a Lease for a long Term of Years of the Markets and Fairs and the Market Places, and the Lady of the Manor is willing to grant to them a Lease thereof for Nine hundred and ninety-nine Years at a yearly Rent of Five thousand Pounds if she be thereunto authorized by Parliament or otherwise, she not now having Power to grant it, and she proposes if it be found necessary to apply to Parliament in the present Session for an Act for the Purpose: And whereas the Right of appointing an Inspector of Weights and Measures for the Borough belongs or is claimed to belong to the Manor, and great Inconveniences result from the Exercise of that Right, the Corporation having Power, if they think fit, to appoint an Inspector of Weights and Measures for the Borough: And whereas the Corporation are desirous, and the Lady of the Manor is willing, that the Manorial Right of appointing an Inspector of Weights and Measures should be included in the Lease: And whereas an Agreement for the Lease has been entered into between the Lady of the Manor and the Corporation which is set forth in the Schedule (A.) to this Act annexed, and it is expedient that in the event of her being authorized by Parliament or otherwise to grant the Lease the Agreement be confirmed: And whereas it is expedient that in the event of the Lease not being authorized by Parliament or otherwise, and the Agreement not being confirmed, the Corporation be authorized to purchase the Markets and Fairs and the Market Places and Land adjoining, and the Right of appointing an Inspector of Weights and Measures, and it is also expedient that the Corporation be authorized to purchase compulsorily other Land adjoining to the Market Place, and the Estates and Interests of the Lessees and Occupiers in the Lands comprised in the Lease: And whereas it is expedient that when the Corporation have acquired by Lease or Purchase the Markets and Fairs and the Market Places, they be authorized to provide other Market Places and Places for Fairs within the Borough for the holding of the Markets and Fairs, with Market Houses, Slaughter-houses, and other Works and Conveniences, and to acquire and appropriate Lands for the Purpose and
for

Bradford Corporation Act, 1866.

for Approaches, and to remove the Markets to the new Market Places, and to appropriate for Street Purposes and to underlease and otherwise dispose of the present Market Places, and to remove the Fairs to the new Places for Fairs, and to prevent the holding of any Cattle Market or Cattle or Pleasure Fair in any Street or public or private Place in the Borough other than the Places for Fairs, and in other respects to regulate the Markets and Fairs, and the User of the Market Places, Market Houses, Places for Fairs, Slaughter-houses, Works, and Conveniences: And whereas it is expedient that when the Corporation have acquired by Lease or Purchase the Markets and Fairs they be authorized to levy Stallages and Tolls in respect of the same respectively: And whereas it is expedient that the Corporation be authorized to lease and afterwards to dispose of the Reversion of Lands already or hereafter acquired by them under any of their present or future Powers for the Improvement of the Borough: And whereas by the *Bradford Corporation Waterworks Act, 1854*, (in this Act called the Act of 1854,) the Corporation were authorized to purchase and maintain the *Bradford Waterworks*, and to make and maintain other Waterworks, and by means thereof to supply Water within the Borough and some neighbouring Places, and in the event that happened to borrow Sums amounting together to 450,000*l.*: And whereas the Corporation accordingly purchased the *Bradford Waterworks*, and supplied Water within the Limits of the Act of 1854: And whereas by the *Bradford Corporation Waterworks Amendment Act, 1855*, (in this Act called the Act of 1855,) the Corporation were authorized to levy a separate Rate to be considered a Borough Rate, and to be applicable for the Payment of the Sums borrowed under the Act of 1854 and the Interest thereon: And whereas by the *Bradford Corporation Waterworks Act, 1858*, (in this Act called the Act of 1858,) the Limits for the Supply of Water by the Corporation were extended, and they were authorized to make and maintain additional Waterworks, and to borrow the further Sum of 200,000*l.*, and further Provision was made with respect to the Rate authorized by the Act of 1855: And whereas by “*The Bradford Waterworks Act, 1862*,” (in this Act called the Act of 1862,) the Limits for the Supply of Water by the Corporation were further extended, and they were authorized to borrow the further Sum of 100,000*l.*, and further Provision was made with respect to the Rates for Water to be levied by the Corporation: And whereas it is expedient that the respective Times by the Acts of 1854 and 1858 limited for the Completion of the Waterworks thereby respectively authorized be extended: And whereas the Corporation have borrowed the several Sums which by the recited Acts in that Behalf they were authorized to borrow, and which together amount to 750,000*l.*, and of that Sum 8,000*l.* has been paid off by means of a Sinking Fund, leaving 742,000*l.* now owing by them

17 & 18 Vict.
c. cxxix.18 & 19 Vict.
c. clii.21 & 22 Vict.
c. lxxvi.25 & 26 Vict.
c. xviii.

Bradford Corporation Act, 1866.

them on Mortgage under those Acts: And whereas it is expedient that the Corporation be authorized to borrow further Sums for the Purposes of this Act with respect to Markets and Fairs: And whereas it is expedient that the Corporation be authorized to raise, partly by Annuities for Lives and for Years, and partly by perpetual Annuities, a Portion of the Money which they are authorized from Time to Time to borrow under the recited Acts: And whereas it is expedient that other Provision be made with respect to the Corporation: And whereas Plans showing the Lands to be taken for the Purposes of this Act, and a Book of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*, and those Plans and Books of Reference are in this Act referred to as the deposited Plans and Books of Reference: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may for all Purposes be cited as the "*Bradford Corporation Act, 1866.*"

8 & 9 Vict.
c. 18.,
10 & 11 Vict.
c. 14., and
23 & 24 Vict.
c. 106. in-
corporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Land Clauses Consolidation Acts Amendment Act, 1860," and "The Markets and Fairs Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and are Part of this Act.

Provision of
recited Acts
applicable
for this Act.

3. Such of the Powers and Provisions of the recited Acts as from Time to Time are in force and applicable for any of the Purposes of this Act extend and apply to and may be put in execution for the Purposes of this Act.

Interpreta-
tion of
Terms.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to the Construction; the Expression "the Corporation" means the Mayor, Aldermen, and Burgesses of the Borough of *Bradford* in the County of *York*; the Expression "the Borough" means the Borough of *Bradford* in the County of *York*; the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, or any Act in whole or in part incorporated with this Act, shall for the Purposes

Bradford Corporation Act, 1866.

Purposes of this Act be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Expression "Market Place" includes Places for holding Fairs.

5. The several Powers and Provisions of this Act with respect to the Markets and Fairs shall be carried into execution by the Corporation in their Capacity of a Local Board of Health, and in accordance with the Laws, whether general or special, from Time to Time applicable to them in that Capacity: Provided that the Powers and Provisions of this Act with respect to the borrowing and raising of Money otherwise than for Markets and Fairs Purposes, and with respect to all Matters relating to Monies borrowed and raised, shall be carried into execution by the Corporation in their Capacity of a Municipal Corporation, and in accordance with the Laws, whether general or special, from Time to Time applicable to them in that Capacity.

Execution of Act by Corporation as Local Board of Health and Municipal Corporation.

6. If there be passed in the present Session of Parliament, and whether before or after the passing of this Act, an Act authorizing the granting of the Lease of the Markets and Fairs, Market Places, and other Hereditaments, and Manorial and other Rights, or if the granting of the Lease be otherwise authorized, then, but not otherwise, the Agreement which is set forth in the Schedule (A.) to this Act annexed is by this Act confirmed, and made valid and binding to all Intents and Purposes upon the Corporation, and the Corporation may take the Lease of the Markets and Fairs, Market Places, and other Hereditaments, and Manorial and other Rights so agreed to be leased, and may execute a Counterpart thereof, and if the Lease be made the Corporation may purchase the Interest of the Reversioners in the demised Premises.

If Lease authorized Corporation may take Lease of Markets, &c.

7. If the Lease be taken by the Corporation, then the General District Rate of the Borough shall be a Security for the Payment of the Rent, and the Performance of the Covenants reserved and contained in the Lease, and the General District Rate shall by virtue of this Act be charged therewith accordingly.

Rent and Covenants under Lease charged on General District Rate.

8. If the Agreement which is set forth in the Schedule (A.) to this Act annexed be not confirmed by this Act, then the Corporation may enter upon, take, and use respectively the Markets and Fairs, and the Power to appoint an Inspector of Weights and Measures, and such of the Market Places and Lands delineated on the deposited Plans, and

If Lease not authorized Corporation may purchase Markets, &c.

[*Local.*]

34 *E*

specified

Bradford Corporation Act, 1866.

specified in the deposited Books of Reference, of which the Lady of the Manor is Tenant for Life, as they from Time to Time require for the Purposes of this Act: Provided that this Power shall not be exercised without the Consent in Writing of the Lord or Lady of the Manor for the Time being; and whether the Agreement be so confirmed or not the Corporation may enter upon, take, and use the other Lands shown on the deposited Plans, and specified in the deposited Books of Reference, and the Estates and Interests of the Lessees and Occupiers in the Lands shown on the deposited Plans, and specified in the deposited Book of Reference, of which the Lady of the Manor is Tenant for Life.

Powers for compulsory Purchases limited.

9. The Powers by this Act conferred on the Corporation for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years after the passing of this Act.

Provisions as to Markets and Fairs to be in force when they are vested in Corporation.

10. The several Provisions of this Act with respect to Markets and Fairs, other than the Provisions with respect to the Acquisition by the Corporation by Lease or compulsory taking of the same, shall be in force from and after the Time when and so long as the Markets and Fairs now held in the Borough are vested in the Corporation as Lessees or Purchasers thereof, and shall not come into operation before that Time: Provided that if the Corporation, after having acquired by Lease or Purchase the Markets and Fairs now held in the Borough, establish any new Markets or Fairs in addition to or instead of any of the present Markets or Fairs, the new Markets or Fairs shall for the Purposes of this Section be deemed to be Markets and Fairs now held in the Borough.

Power to Corporation to purchase other Lands by Agreement.

11. In addition to the Lands which by this Act the Corporation are authorized to take compulsorily, they from Time to Time may by Agreement purchase or take on Lease any Lands in the Borough which may be requisite for Market Places and Market Houses, and Approaches thereto.

Lands, &c. acquired by Corporation to be Corporate Estates.

12. All Franchises, Rights, and Lands which the Corporation from Time to Time take on Lease, or otherwise acquire under this Act, shall, according to their Term, Estate, or Interest therein, be vested in them as Part of their Corporate Estates.

Power to Corporation to appropriate their Lands for Purposes of Markets, &c.

13. The Corporation may from Time to Time appropriate for any of the Purposes of this Act with respect to Markets and Fairs any Lands from Time to Time vested in them, and not required for the Purposes for which the same were acquired by them.

14. The

Bradford Corporation Act, 1866.

14. The Corporation may from Time to Time appropriate and use for the making or improving of Streets in the Borough such Parts as they think fit of the Lands shown on the deposited Plans, and specified in the deposited Books of Reference.

Corporation may appropriate for Street Purposes Part of present Market Place.

15. The Corporation may from Time to Time, as and when they think fit, sell and dispose of, or lease, and afterwards sell and dispose of, the Reversion of any Lands already or hereafter acquired by them under the Powers of "The *Bradford* Improvement Act, 1850," or "The Local Government Act, 1858," for the Improvement of the Borough, or under this Act, and in their Judgment not required for the Purposes of the Improvements or of this Act respectively, and may enter into and carry into effect any Contracts for the Purpose, and any Lease may be for any Term of Years not exceeding Nine hundred and ninety-nine Years, and for any yearly Rent, with or without Fine, and with such Reservations, Covenants, Conditions, and Provisions, as the Corporation think fit, and any Lease or Sale may be by Public Auction or Private Contract, and with or without any special Conditions, and the Corporation may fix reserved Biddings, and buy in at Auctions, and alter or rescind, on Terms or gratuitously, any Contract for a Lease or Sale, and generally may lease or sell in such Manner and on such Terms and Conditions whatsoever as they think fit, and may lease and convey the Premises agreed to be leased and sold accordingly.

Power to Corporation to lease and sell Lands.

16. Every such Lease shall be for the best yearly Rent, and every such Sale shall be for the best Price, that can respectively be reasonably had for the Premises leased or sold, and every yearly Rent shall be payable half-yearly or quarterly, and the Payment thereof shall be secured by proper Reservations, Covenants, and Conditions in the respective Lease.

Leases and Sales to be at best Rents, &c.

17. The yearly Rents payable to the Corporation under the Leases of any of the Lands acquired under this Act shall be considered to be Monies levied under a General District Rate of the Borough, and shall from Time to Time be paid to the Treasurer of the Borough, and applied accordingly, and the Purchase Monies produced by the Sales of any of those Lands or Reversions therein shall be paid to the Treasurer of the Borough, and added to the Sinking Fund for paying off the Mortgage Debt of the Corporation: Provided that if and when the Corporation think fit they may apply all or any Part of the Purchase Monies for any of the Purposes for which Money borrowed under this Act is applicable, but in every such Case the Power of the Corporation to borrow under this Act shall be extinguished to the Extent of the Monies then so applied.

Application of Rents, Fines, and Purchase Monies in respect of Lands acquired under this Act.

18. The

Bradford Corporation Act, 1866.

Application of Rents, &c. in respect of Lands acquired under Bradford Improvement Act, 1850, &c.

18. The yearly Rents payable under the Leases, and the Purchase Monies produced by the Sales, of any Lands or Reversions in Lands acquired under "The Bradford Improvement Act, 1850," or "The Local Government Act, 1858," shall be paid to the Treasurer of the Borough, and carried to the Account of the General District Rate or the District Fund Account of the Borough.

Extension of Time for Execution of Works by Corporation.

19. The Works which by the Act of 1854 and the Act of 1858 respectively the Corporation are authorized to make may be completed within Five Years after the passing of this Act, and on the Expiration of this Period the Powers by the respective Act granted to the Corporation with respect to the respective Works, or otherwise in relation thereto, shall cease to be exercised, except with respect to so much thereof as is then completed, and with respect to Works for the Distribution of Water.

Limits of Markets and Fairs.

20. The Limits of the Corporation's Markets and Fairs are the same as the Limits of the Borough.

Corporation to maintain and regulate Markets and Fairs.

21. Subject to the Provisions of this Act, the Corporation from Time to Time may maintain and regulate the present and future Markets and Fairs in the Borough in such Manner as they from Time to Time think proper, and the Byelaws from Time to Time made by the Corporation with respect to the Markets and Fairs shall be made and approved in accordance with the Provisions as to Byelaws of the Public Health Act, 1848.

Power to Corporation to hold new Markets.

22. In addition to the Markets now held in the Borough, the Corporation from Time to Time may hold in the Borough, and in such Market Places and Market Houses as they from Time to Time think fit, Markets for the Sale of any Animals and of any marketable Commodities which the Corporation from Time to Time think fit to be sold therein.

Markets and Fairs Days.

23. The Markets and Fairs shall be held on such Days and within such Hours in every Day as the Corporation from Time to Time appoint: Provided that a Market or Fair shall not be held on *Sunday*, *Christmas Day*, *Good Friday*, or any Day appointed for a public Fast or Thanksgiving.

Days for present Markets and Fairs.

24. Provided that, unless and until the Corporation otherwise appoint, the Markets and Fairs now held in the Borough shall be held therein on the several Days on which the same respectively are now held, but exclusive of the Days by this Act prohibited for the holding thereof.

25. Provided

Bradford Corporation Act, 1866.

25. Provided that before the Corporation remove any Market or Fair, or alter any Day for holding any Market or Fair, they shall give at least One Month's public Notice thereof by Advertisement in at least Three Newspapers published in the West Riding of the County of *York*, and commonly circulating in the Borough, and by Placards affixed to conspicuous Places in the Borough.

Public
Notice of
Removal of
Markets, &c.

26. A statutory Declaration by an Officer of the Corporation that public Notice of the Removal of a Market or Fair, or of the Appointment or Change of a Market Day or Fair Day, has been given in accordance with this Act, shall be *prima facie* Evidence of the Facts thereby declared.

Evidence of
Publication
of Notice.

27. The Corporation may from Time to Time, on any of the Lands acquired by them under this Act, and, if they think fit, on any other Lands in the Borough which under this Act they appropriate for the Purpose, provide and maintain Market Places, with such Conveniences for the Purposes of the Markets and Fairs in the Borough as they think fit.

Power to
Corporation
to provide
Market
Places.

28. The Corporation may from Time to Time, on any of the Lands acquired by them under this Act, and, if they think fit, on any other Lands in the Borough which under this Act they appropriate for the Purpose, make and provide and maintain a Market House or Market Houses, with such Rooms and Conveniences for public and other Purposes therein, and such Buildings, Erections, and other Works and Conveniences, including Slaughter-houses, for the Purposes of the Markets and Fairs, and such Approaches thereto, as they think fit.

Power to
Corporation
to provide
Market
Houses, &c.

29. The Corporation may from Time to Time alter, enlarge, and improve any present or future Market Place or Market House in the Borough, and the Buildings, Works, and Conveniences thereof.

Power to
Corporation
to improve
Market
Places, &c.

30. The Corporation may from Time to Time make and provide on any Lands in the Borough from Time to Time vested in them, and not required for any of the Purposes for which they were acquired by the Corporation, such Offices for the Surveyors and Inspectors appointed by them for the Purposes of this Act and other Officers as the Corporation think fit, and the Offices so provided shall for the Purposes of this Act be deemed Part of the Market Places.

Power to
Corporation
to provide
Offices for
Market
Officers.

31. The Corporation may from Time to Time maintain, manage, and regulate their Market Houses and Market Places, and the Build-
[Local.] 34 F ings,

Power to
Corporation
to maintain

Bradford Corporation Act, 1866.

Market
Houses and
Market
Places.

ings, Works, and Conveniences thereof, and may hold therein Markets and Fairs for the Sale of such Animals and such marketable Commodities as the Corporation from Time to Time think fit, and may use for Purposes of the Corporation any of the Market Houses, Market Places, and Buildings, and permit the same to be used for such other Purposes as they think fit, and which will in no way interfere with the holding of the Markets and Fairs.

Penalty and
Damages for
Injury to
Market
Houses, &c.

32. When any Person spoils, damages, injures, or defaces any Part of any Market Place or Market House, or of any Building, Work, or Convenience connected therewith, or in any Market Place or Market House causes any Obstruction, or commits any Damage or Injury, every Person so offending shall for every such Offence forfeit not exceeding Five Pounds, and shall also pay such a Sum as the Justices before whom the Conviction for the Penalty takes place assess as a reasonable Satisfaction for the Damage or Injury done by him.

Power to
Corporation
to discon-
tinue Market
Places, &c.
when others
provided.

33. The Corporation may from Time to Time discontinue the User of any of their present or future Market Places and Market Houses; provided that they shall not discontinue the User of any Market Place or Market House until they provide another sufficient Market Place or Market House instead thereof.

Power to
Corporation
to remove
Cattle Mar-
ket and
Cattle and
Pleasure
Fairs from
Streets to
Market
Places.

34. The Corporation may from Time to Time appoint for the Cattle Market and the Cattle and Pleasure Fairs now held in the Streets in the Borough any Market Places in the Borough in which the same respectively shall be held, and may prohibit and prevent the holding of the same in any Street or other public Place or in any private Place in the Borough other than the Market Places so provided, and may remove the Cattle Market and the Cattle and Pleasure Fairs to the Market Places so appointed.

Penalty for
selling, &c.
in Streets.

35. From and after the Removal of the Cattle Market and the Cattle and Pleasure Fairs from the Streets no Person shall place in any Street in the Borough any Stall, Booth, Standing, or like Erection or Convenience for the Sale or Exposure for Sale of any marketable or other Commodity, or expose for Sale in any Street in the Borough any Horse, Cattle, Sheep, or Swine, and every Person offending against this Enactment shall for every such Offence forfeit any Sum not exceeding Five Pounds.

Removal of
Markets to
new Market
Places, &c.

36. Where the Corporation provide a new Market Place or Market House for any Market or Fair, the Market or Fair shall be removed to

Bradford Corporation Act, 1866.

to the new Market Place or Market House, and shall cease to be held at the Market Place or Market House from which it is removed.

37. The Corporation may admit into their Market Places any Shows, Caravans, Exhibitions, Booths, Tents, Theatres, or Erections or Conveniences for Amusement, and may make Regulations as to the Place or Places in which all Shows, Caravans, Exhibitions, Booths, Tents, Theatres, and Erections and Conveniences for Amusement at the Pleasure Fairs and Markets shall be allowed to stand, and to ensure good Conduct in relation thereto.

Option of Corporation to admit Shows to Market Places, &c.

38. All Animals and Things brought into any Market Place or Market House shall, where the Regulations of the Market or Fair so prescribe, be removed therefrom so soon as possible after the Close of the Market or Fair, and if any of such Animals or Things shall be found in the Market Place or Market House One Hour after the Close of the Market or Fair, the Person in charge of it shall pay in respect thereof an additional Toll or Stallage in respect of every Hour's Default in removing the Animal or Thing.

Animals, &c. to be removed on Close of Market or Fair.

39. If any Person having Charge of any such Animal or Thing fails for Two Hours after the Close of the Market or Fair, on being required so to do by any Superintendent of the Market, or the Market or Fair Collector or Constable, to remove from the Market Place or Market House the Animal or Thing, or if any Person wantonly or cruelly tortures, beats, ill-treats, or abuses any Animal in any Market Place or Market House, any Superintendent of the Market or Fair Collector or Constable upon View thereof may, under the Authority of this Act, and without any other Authority or Warrant, seize and secure every such Offender, and take him before any Justice to be dealt with according to Law, and the Justice shall forthwith proceed to examine upon Oath any Witnesses who appear or are produced to give Information touching any such Offence, and the Justice may administer an Oath accordingly.

Power to arrest Persons not removing Animals, &c., or wantonly ill-treating Animals.

40. The Corporation may from Time to Time provide such Weights and Measures, and Weighing and Measuring Apparatus, and such Weighbridges and Weighing Machines, and Places for weighing and measuring, as they think proper and sufficient for the Borough, and the same respectively shall be deemed to be Part of the Market Places.

Weights and Measures, &c.

41. The Corporation may from Time to Time demand and take in respect of their Markets and Fairs such Tolls and Stallages as the

Markets and Fair Tolls and Stallages.

Bradford Corporation Act, 1866.

the Corporation from Time to Time appoint, not exceeding the several Tolls and Stallages specified in the Schedule (B.) to this Act annexed.

Tolls payable by successive Occupiers of Shops, &c.

42. The several Tolls or Stallages payable with respect to the Occupation of any Shop, Stall, Standing, or Space of Ground shall be paid not only by the original Taker or Occupier thereof for Part of a Day or other Time, but also by any subsequent Taker or Occupier thereof for any other Part of the same Day or other Time.

Power to Corporation to grant Licences to sell marketable Articles out of Market Place.

43. The Corporation may from Time to Time, if and when they think fit, grant to any Person who is desirous of selling or exposing for Sale in any Place in the Borough, not being a Market Place or Market House, or from Door to Door, any Article in respect of the Sale or Exposure for Sale whereof in any Market Place or Market House, or of the User of any Stall or other Convenience for the Sale or Exposure for Sale whereof in any Market Place or Market House, any Toll is by this Act authorized to be taken by the Corporation, a Licence for not exceeding Twelve Months, and on such Terms and Conditions as the Corporation from Time to Time think fit; and the Corporation may demand and take for every such Licence any Sum not exceeding Two Shillings and Sixpence.

Penalty for selling without Licence marketable Articles out of Market Place.

44. If any Person not having a Licence from the Corporation so to do sell or expose for Sale from Door to Door, or in any Place in the Borough (not being a Market Place or Market House, or not being within his own Dwelling House or Shop, or on his own Premises), any Article in respect of the Sale or Exposure for Sale whereof in any Market Place or Market House, or of the User of any Stall or other Convenience for the Sale or Exposure for Sale whereof in any Market Place or Market House, any Toll is by this Act authorized to be taken by the Corporation, excepting Articles brought into the Borough by any Canal, and sold from Barges or Boats on the Canal, or from any Staiths, Wharves, Yards, or Warehouses on the Banks of or belonging to the Canal, every Person so offending shall for every such Offence forfeit to the Corporation not exceeding Forty Shillings: Provided that nothing in this Act shall prejudice or interfere with the lawful Exercise by licensed Hawkers of the Callings for which they are licensed.

Leases of Shop Stalls, &c., in Market Places, &c.

45. The Corporation may from Time to Time let any of the Shops, Stalls, Standings, Places, or other Conveniences of or in any Market Place or Market House to any Person for any Term not exceeding Three Years at such Rent, and on such Terms and Conditions, as are mutually agreed on.

46. The

Bradford Corporation Act, 1866.

46. The Lessee of any such Shop, Stall, Standing Place, or Convenience, his Executors, Administrators, or Assigns, shall not assign or underlet the same without the Consent of the Corporation. Assignment of same.

47. The Corporation may from Time to Time demand and take in respect of the weighing and measuring of Animals and Things such Tolls as the Corporation from Time to Time appoint, not exceeding the Weighing and Measuring Tolls specified in the Schedule (C.) to this Act annexed. Weighing and measuring Tolls as in Schedule (C.)

48. The Corporation may from Time to Time demand and take in respect of the User of their Weighbridges and Weighing Machines such Tolls as the Corporation from Time to Time appoint, not exceeding the Weighbridge Tolls specified in the Schedule (D.) to this Act annexed. Weigh-bridge Tolls as in Schedule (D.)

49. The Corporation may from Time to Time demand and take in respect of the User of their Slaughter-houses such Tolls as the Corporation from Time to Time think fit, not exceeding the Slaughter-house Tolls specified in the Schedule (E.) to this Act annexed. Slaughter-house Tolls as in Schedule (E.)

50. The several Tolls and Stallages which, in accordance with this Act, may from Time to Time be demanded and taken by the Corporation, are by this Act vested in the Corporation as Part of their Corporate Estates, and shall be substituted for the Tolls and Stallages which under this Act they may acquire by Lease or Purchase. Tolls vested in Corporation.

51. The Corporation may from Time to Time lease all or any Parts of the Market Places, Market Houses, Weighing Houses, Weighing Places, Weighing Machines, Slaughter-houses, Tolls, and Stallages for not exceeding Three Years upon such Terms as are agreed upon between the Corporation and the Lessee. Power to Corporation to lease Markets and Tolls.

52. The Corporation, before making any such Lease for any Period exceeding One Year, shall by Advertisement or otherwise, as they think fit, give not less than One Month's public Notice of their Intention to make the same, and of their Willingness to receive Tenders in Writing in that Behalf, and where any Tender which they deem satisfactory is made the Person making the Tender shall have the Option of requiring the Lease to be made to him, and the Corporation, if they think fit, may require that every Person making any Tender shall thereby undertake to accept the Lease if his Tender be accepted. Notice of Intention of Lease to be given.

Bradford Corporation Act, 1866.

Assignment
of Lease.

53. Any such Lessee, his Executors, Administrators, or Assigns, shall not assign or underlet the demised Premises without the Consent of the Corporation.

Toll Col-
lectors.

54. The several Tolls and Stallages may from Time to Time be demanded and taken by such Persons as the Corporation and their Lessees thereof from Time to Time appoint or authorize to be the Collectors of the Tolls.

Market
Fund and
Application
thereof.

55. All Monies other than Monies borrowed by the Corporation under this Act which they from Time to Time receive in respect of their Markets and Fairs, including the several Tolls and Stallages taken by the Corporation under this Act, shall form their Market Fund, and the Amount from Time to Time standing to the Credit of the Markets Fund shall be applied as follows; that is to say,

1st, in Payment of the Interest on the Monies borrowed under this Act for the Purposes of the Markets and Fairs;

And subject thereto,

2ndly, in Payment of the Expenses of and incidental to the repairing, maintaining, and managing of the Markets and Fairs, and the Market Places and Market Houses, and the Buildings, Works, and Conveniencies connected therewith;

And subject thereto,

3rdly, in making and providing the Market Places and Market Houses, and the Buildings, Works, and Conveniences connected therewith, by this Act authorized to be made, provided, and maintained;

And subject thereto,

4thly, the Surplus from Time to Time of the Market Fund shall be carried to the Credit of the General District Rate of the Borough.

“ Market
Account.”

56. The Corporation shall keep a separate and distinct Account of their Receipts, Credits, Payments, and Liabilities with respect to the Markets and Fairs, to be called “the Market Account,” and may apportion as they think fit between that Account and any of their other Accounts any Items which in their Judgment ought to be so apportioned.

Power to
Corporation
to borrow
further
Sums on
Mortgage.

57. In addition to the Seven hundred and forty-two thousand Pounds which under the recited Acts in that Behalf the Corporation are now authorized to borrow on Mortgage, they from Time to Time may borrow on Mortgage any Sums not exceeding in the whole One hundred and fifty thousand Pounds, and the same shall be applied in making and providing the Market Places and Market Houses, and the Buildings, Works, and Conveniences connected therewith, by this Act authorized

Bradford Corporation Act, 1866.

authorized to be made, provided, and maintained, and for other the Purposes of this Act.

58. The total Amount which at any one and the same Time shall under the recited Acts and this Act, or any of them, be due and owing from the Corporation in respect of Mortgages and Annuities, shall not exceed Eight hundred and ninety-two thousand Pounds, and in order to the ascertaining of that Amount every Annuity, whilst subsisting, shall represent either the original Purchase Money for the same, or, as the Case happens, the Principal Sum satisfied or discharged by means thereof: Provided that this Enactment shall not prejudicially affect any Mortgagee or Annuitant.

Limit of Amount of Debt of Corporation under recited Acts and this Act.

59. All Mortgages granted by the Corporation before the passing of this Act in pursuance of any Act of Parliament subsisting at the passing of this Act, and also the Charge under this Act of the Rent and Covenants of the intended Lease, shall during the Continuance thereof respectively have Priority over all Mortgages and Annuities granted in pursuance of this Act.

Existing Mortgages to have Priority.

60. The Mortgagees of the Corporation under this Act may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Ten thousand Pounds in the whole.

Arrears may be enforced by Appointment of a Receiver.

61. The Corporation from Time to time, if and when they think fit, may issue to the Mortgagees from Time to Time of the Corporation under the recited Acts and this Act, or any of them, and the Public Health Act, 1848, the *Bradford* Improvement Act, 1850, and the Local Government Act, 1858, respectively, Coupons for the Interest from Time to Time to fall due on their respective Mortgages, and the Coupons may be in such Form as the Corporation from Time to Time think fit, so as every Coupon refer to the Mortgage to which it relates, and specifies the Amount and Time of Payment of One Half Year's Interest to fall due on the Principal Monies secured by the Mortgage, and be authenticated by the Signatures of Two Persons thereunto expressly authorized by the Corporation.

Power to Corporation to issue Coupons for Interest on Mortgages.

62. On the Presentation to the Treasurer of the Borough of any Coupon issued under this Act the Treasurer shall pay to the Person so presenting the Coupon the Amount of Interest thereon expressed, and appearing by the Coupon to be then due and payable, and on the Audit

Payment of Coupons.

Bradford Corporation Act, 1866.

Audit of the Treasurer's Accounts with the Corporation the Coupon shall be accepted as a sufficient Warrant for the Payment by him of the Amount for which the Coupon was issued.

For Indem-
nity of
Treasurer.

63. Provided that the Treasurer shall not be bound, unless he see fit, to make any Payment of Interest beyond the Amount of the Monies of the Corporation then in his Hands, and applicable in that Behalf.

Power to
Corporation
to raise
Money by
Annuities.

64. The Corporation, if and when they think fit, may raise all or any Part of the Money to be borrowed for the Purposes of the recited Acts by granting Annuities for Years or on Lives, or perpetual Annuities, instead of raising it on Mortgage.

For prevent-
ing improvi-
dent Grants
of Annui-
ties.

65. For preventing improvident Grants of Annuities, the Price to be paid for any Annuity shall not be less than the Price then by Law payable for a like Annuity granted by the Commissioners for the Reduction of the National Debt.

Form of
Grant of
Annuity as
in Schedule
(F.)

66. Every Grant of Annuity shall be by Deed in which the Consideration is truly stated, and under the Common Seal of the Corporation, and may be in the Form of Schedule (F.) to this Act annexed, or in a Form as near to that Form as the Corporation think fit.

Transfer of
Annuities as
in Schedule
(G.)

67. Any Annuitant or other Person entitled to any Annuity granted under this Act may transfer his Interest therein to any other Person by Deed truly stating the Date of and Consideration for the Transfer, and the Transfer may be in accordance with the Form given in the Schedule (G.) to this Act annexed, or in a Form as near to that Form as the Corporation think fit.

Registers of
Annuities
and Trans-
fers.

68. The Provisions of Sections Seventy-six and Seventy-eight in the Commissioners Clauses Act, 1847, incorporated with the Act of 1854, with respect to Registers of Mortgages and Registers of Transfers of Mortgages, extend and apply, *mutatis mutandis*, to Registers of Annuities granted under this Act and Registers of Transfers of the Annuities.

Monies bor-
rowed under
Act for
other Pur-
poses than
Waterworks
charged on
General
District
Rate.

69. The Principal Sums from Time to Time borrowed by the Corporation on Mortgage under this Act for Purposes other than the Purposes of the Waterworks, and the Interest thereon, are by this Act (but subject to the Priority in accordance with this Act of now existing Mortgages, and of the Rent and Covenants of the intended Lease) charged upon the Lands and Property from Time to Time acquired by the Corporation, whether by Lease or by Purchase, under this Act, and the General District Rate of the Borough.

70. The

Bradford Corporation Act, 1866.

70. The several Annuities granted by the Corporation under this Act are by this Act (but subject to the Priority in accordance with this Act of now existing Mortgages) charged on the Waterworks of the Corporation, and the Water Rates or Rents from Time to Time payable to the Corporation under the recited Acts, or any of them respectively, and on the Borough Rate and Borough Fund of the Borough, provided that as between the Waterworks and Water Rents or Rates, and the Borough Rate and Borough Fund, the Waterworks and Water Rents or Rates shall be primarily liable to the said Annuities.

Deposit and Annuities charged on Borough Rate and Fund and Waterworks.

71. Every Annuity granted under this Act shall rank in order of Charge after all Mortgages granted under this Act, and shall be provided for and paid by the Corporation accordingly.

Annuities to rank after Mortgages.

72. The Powers and Provisions of the Acts of 1855 and 1858 and 1862 respectively from Time to Time in force with respect to the Payment of Monies borrowed, and Rates for the Purpose, and Remedies for Mortgagees of the Corporation, extend and apply to this Act, and the Payment of Monies borrowed or secured under this Act, and Remedies for Mortgagees and Annuitants under this Act.

Remedies for Mortgagees and Annuitants.

73. The Corporation may from Time to Time, when and as they think fit, exercise—

Power to Corporation to arrange with Mortgagees and Annuitants.

(a.) With respect to all and every Part of the Monies which by the recited Acts and this Act, or any of them, they are authorized to borrow, and the Interest thereon respectively; and

(b.) With respect to all and every Part of the Monies from Time to Time so borrowed, and the Interest thereon respectively; and

(c.) With respect to all and every of the Grants of Annuities, Mortgages, and other Charges and Securities already or hereafter made or granted, and from Time to Time subsisting or having Effect by virtue of the recited Acts and this Act, or any of them; and

(d.) With respect to all and every of the Principal Monies, Interest, and Annuities respectively secured by the Grants, Mortgages, Charges, and Securities, or any of them,

all or any of the Powers following; (that is to say,)

(A.) The Corporation may pay or discharge, either in whole or in part, any Principal Sum, whether payable then or thereafter, and secured by Mortgage or other Charge or Security, by any One or more of the Ways and Means following:

[*Local.*]

34 *H*

(B.) The

Bradford Corporation Act, 1866.

(B.) The Corporation may redeem, satisfy, or discharge, in whole or in part, any Annuity, whether for Years, or for Life or Lives, or perpetual, secured by Grant or other Charge or Security, by any One or more of the Ways and Means following; (that is to say,)

- (1.) By the immediate Payment of a gross Sum;
- (2.) By the future Payment of a gross Sum, with or without Interest thereon;
- (3.) By securing by Mortgage or other Charge or Security the Payment of a gross Sum, with or without Interest thereon;
- (4.) By granting an Annuity either for Years, or for Life or Lives, or perpetual;
- (5.) By securing by Grant or other Charge or Security the Payment of the Annuity so granted:

And every such Repayment, Redemption, Satisfaction, and Discharge may be made on the Terms and Conditions and in the Manner from Time to Time agreed on between the Corporation and the other Person interested.

Consents to Arrangements.

74. Provided that, except so far as irrespective of this Act the Corporation are entitled to repay, redeem, satisfy, or discharge any Principal Sum, Annuity, or other Charge, or any Part thereof respectively, they shall not exercise any of their Powers under this Act of redeeming, satisfying, or discharging, either in whole or in part, any Principal Money, Annuity, or other Charge, except with the Consent of the Person entitled thereto.

Restriction on Redemption of Annuities.

75. Provided that the Corporation shall not under this Act pay for the Redemption of the whole or any Part of an Annuity for Life or Lives more than the Sum then by Law payable for the Grant by the Commissioners for the Reduction of the National Debt of a like Annuity of like Amount as the Annuity, or Part thereof, to be redeemed, or for the Redemption of the whole or any Part of an Annuity for Years, or a perpetual Annuity, more than a proportionate Part of the Amount of the original Purchase Money for the Annuity.

Sinking Fund.

76. The Corporation shall appropriate and set apart yearly as a Sinking Fund a Sum equal to One Fiftieth Part of the Sums borrowed under this Act, and the Sinking Fund shall be applicable for paying off the Principal Monies borrowed under this Act, and for no other Purpose.

Recovery of Tolls, &c. by Distress.

77. All Tolls, Stallages, and Sums of Money due and payable under this Act to the Corporation on any Account whatsoever, and all Costs, Damages, and Expenses by this Act directed to be paid, may be recovered

Bradford Corporation Act, 1866.

recovered by summary Proceeding before a Justice, and may be levied by Distress, and any Justice may issue his Warrant accordingly.

78. Any Justice who under this Act issues any Warrant of Distress may order that the Costs of the Proceedings for the Recovery of the Toll, Stallage, or Sum be payable by the Person liable to pay the Toll, Stallage, or Sum, and the Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of the Toll, Stallage, or Sum.

Costs of
Distress.

79. Any Number of Names and Sums may be included in any Summons or Warrant of Distress for the Recovery of any Toll, Stallage, or Sum of Money due and payable under this Act to the Corporation, and may be stated either in the Body of the Summons or Warrant, or in a Schedule thereto.

Several
Names in
One War-
rant, &c.

80. No Justice of the Peace shall be disqualified or disabled to act as such Justice in any Matter referring to this Act, or any Act or Acts incorporated therewith, by reason of his being a Ratepayer in the Borough, or a Member of the Council or of any Committee thereof, or a Mortgagee under the recited Acts and this Act.

Justice not
to be dis-
qualified by
being a
Ratepayer or
Member of
Council.

81. Nothing in this Act shall prevent the Corporation from recovering any Toll, Stallage, or other Sum of Money due or payable to them in any Court of competent Jurisdiction, or by any other lawful Means.

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

82. Every Penalty imposed by this Act shall be paid to the Treasurer of the Borough, and shall be carried by him to the Credit of the General District Rate.

Application
of Penalties.

83. Provided that this Act or anything therein shall not take away, lessen, or prejudice any Right or Power which, irrespective of this Act, the Corporation from Time to Time may exercise with respect to the borrowing and reborrowing of Monies, and the paying off, redeeming, satisfying, or discharging at any Time of any Principal Sum or Annuity being under the recited Acts and this Act, or any of them, a Debt from the Corporation, or a Charge on the Borough Rate or Borough Fund, or any Property of the Corporation, or any Rates or Rents of the Corporation.

Saving
Rights of
Corporation
as to borrow-
ing, rebor-
rowing, &c.

84. This Act shall not take away, lessen, or prejudice any Power of the Corporation irrespective of this Act with respect to selling, exchanging, mortgaging, leasing, or otherwise alienating or disposing of their Corporate Estates, or any Part thereof, or of borrowing Money.

Act not to
prejudice
Powers of
Corporation
for selling,
&c. Corpo-
rate Estates.

85. Except

Bradford Corporation Act, 1866.

Saving
Rights of
Corporation.

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

Corporation
not exempt
from Pro-
visions of
General
Acts.

86. Nothing in this Act shall exempt the Corporation from the Provisions of any General Act hereafter passed with respect to Markets and Fairs, or Waterworks, or the Public Health, or Local Government, or from any Revision by Parliament of the Tolls and Stallages by this Act granted to the Corporation.

Expenses of
Act.

87. All the Costs, Charges, and Expenses of and incident to the preparing, applying for, obtaining, and passing of this Act shall be borne by the Corporation, and paid by them out of the General District Rate, as if the same were Expenses of carrying into effect with respect to the Borough "The Public Health Act, 1848," and "The Local Government Act, 1858."

Bradford Corporation Act, 1866.

SCHEDULE (A.)

AGREEMENT TO LEASE MARKET PLACE AND HEREDITAMENTS AT
BRADFORD.

ARTICLES OF AGREEMENT made and entered into this Thirteenth Day of December One thousand eight hundred and sixty-five between Elizabeth Rawson, of Nidd Hall in the County of York, Spinster, of the one Part, and the Mayor, Aldermen, and Burgesses of the Borough of Bradford in the County of York of the other Part.

Whereas by certain Letters Patent dated the Twentieth Day of April in the Fifty-third Year of the Reign of His Majesty King Henry the Third, the Sixth Day of June in the Twenty-second Year of the Reign of His Majesty King Edward First, the Ninth Day of May in the Year of the Reign of His Majesty King Richard Second, and the Ninth Day of September in the Fourth Year of the Reign of His Majesty King Charles the First, the Lord for the Time being of the Manor of Bradford aforesaid is entitled to and has been accustomed to hold at Bradford aforesaid in every Year Three Fairs, and in every Week One Market, with Toll, Stallage, Pickage, Terrage, and all other Customs and Franchises to Fairs and Markets pertaining and due, and also claims to be entitled to and has been accustomed to exercise the Right of appointing and authorizing an Inspector of Weights and Measures within the said Borough: And whereas for many Years past such Market has been held on certain Plots of Ground situate in or near Darley Street in Bradford aforesaid, and such Fairs have been held partly on the said Plots of Ground situate in or near Darley Street aforesaid, and partly in the public Streets of the said Borough: And whereas by the Will of the late Benjamin Rawson, Esquire, who at the Time of his Decease was Lord of the said Manor, and was seised for an Estate of Inheritance in Fee Simple of the said Plots of Land and Hereditaments, the said Manors, Plots of Land, and Hereditaments now stand limited to the Use of the said Elizabeth Rawson and her Assigns for her Life, with Remainder to the Use of such One or more of the Children or more remote Issue of certain Persons in the said Will named as the said Elizabeth Rawson may appoint, with Remainder to the Use of Trustees during the natural Life of and in trust for Frances Penelope Viscountess Mountgarrett as therein mentioned, with Remainder to the Use of the First Son of the said Frances Penelope Viscountess Mountgarrett in Tail Male, with divers Remainders over; and by the said Will the said Elizabeth Rawson hath Power to appoint by way of Demise or Lease the said Pieces of Land and Hereditaments intended to be hereby assured to any Person or Persons who shall improve or covenant or agree to improve or repair the same as in the said Will mentioned for any Term or Number of Years not exceeding Nine hundred and ninety-nine Years, to take effect either in possession or immediately after the Determination of the subsisting Leases, at the best Rent which can be reasonably gotten for the same: And whereas Henry Butler, the eldest Son of the said Frances Penelope Viscountess Mountgarrett, will attain his Age of Twenty-one Years on the Eighteenth Day of December One thousand

[Local.]

34 I

sand

Bradford Corporation Act, 1866.

sand eight hundred and sixty-five: And whereas the said Mayor, Aldermen, and Burgesses are desirous of acquiring the sole Right to hold Fairs and Markets in Bradford aforesaid, and of appointing the Inspector of Weights and Measures, and the Right to regulate certain other Matters now subject to or connected with the said Manorial and other Rights, but which cannot be conveniently dealt with by any other Authority than the said Mayor, Aldermen, and Burgesses acting through the Council of the said Borough: And whereas the said Mayor, Aldermen, and Burgesses are also desirous of obtaining Possession of the said Plots of Ground for the Purpose of providing further Market Accommodation than is now provided therein, and for other Purposes incident thereto, or otherwise of public Utility: And whereas for the Purpose of effectuating their said Desires the said Mayor, Aldermen, and Burgesses have entered into such Agreement with the said Elizabeth Rawson as is herein-after contained: Now these Presents witness that in pursuance of the said Agreement she the said Elizabeth Rawson, in consideration of the Covenants on the Part of the said Mayor, Aldermen, and Burgesses herein-after contained, doth hereby for herself, her Heirs, Executors, and Administrators, covenant and agree with the said Mayor, Aldermen, and Burgesses, and they the said Mayor, Aldermen, and Burgesses, in consideration of the Covenants on the Part of the said Elizabeth Rawson herein-after contained, for themselves, their Successors and Assigns, and for the Purpose of binding all such Rates and Property as they are by Authority of Parliament or otherwise competent to bind by Covenant, do hereby covenant and agree with the said Elizabeth Rawson, her Executors, Administrators, and Assigns, in manner following; (that is to say,) that the said Mayor, Aldermen, and Burgesses will at their own Expense apply for and endeavour to obtain in the next Session of Parliament an Act confirming this Agreement, and enabling the said Mayor, Aldermen, and Burgesses to accept such Lease as is herein-after mentioned, and containing such other Provisions as are contained in a Bill which has been already approved on behalf of the said Elizabeth Rawson: That in case an Act in the Terms of such Bill, or with such Alterations as shall be approved of on behalf of the said Elizabeth Rawson, shall be passed before the First Day of September One thousand eight hundred and sixty-six, she the said Elizabeth Rawson, or other the Person or Persons for the Time being entitled to exercise the Power of Leasing contained in the Will of the said Benjamin Rawson, (and which Person or Persons and the said Elizabeth Rawson is and are herein-after referred to as the Reversioner or Reversioners,) will, at the Request and Expense of the said Mayor, Aldermen, and Burgesses, by Deed on or before the First Day of September One thousand eight hundred and sixty-six grant to the said Mayor, Aldermen, and Burgesses (herein-after called the "Lessees") the Pieces of Land herein-before referred to, and the Buildings thereon, and also the Rights of holding Markets and Fairs, and of appointing an Inspector of Weights and Measures, and other Rights and Franchises appertaining thereto, for a Term of Nine hundred and ninety-nine Years from the Day of the Date thereof, subject to the existing Leases and Tenancies: That such Lease shall be in consideration of such Rents, and shall contain such Covenants and Provisoes, as are specified or contained in the Lease, a Form of which is added by way of Schedule to these Presents, with such Alterations, Modifications, and Additions (if any) as the Deaths of Parties or other Circumstances may in the Opinion of the Counsel of the Reversioner or Reversioners and of the Lessees render necessary or advisable: That the said Elizabeth Rawson shall and will

Bradford Corporation Act, 1866.

will (when and as soon as the said Henry Butler shall have attained the Age of Twenty-one Years) use her best Endeavours to induce the said Frances Penelope Viscountess Mountgarrett, the said Henry Butler, and all other necessary Parties to assure by Deed executed, acknowledged, and enrolled in accordance with the Fines and Recoveries Abolition Act, or otherwise as the Law requires, and to the Satisfaction of the Lessees, the said Lands, Hereditaments, Manorial and other Rights so and in such Manner as to confirm or authorize the said Lease, and also to give the same (so far as may be) the same Operation and Effect as the same would have in case the said Manorial and other Rights had been thereby effectually demised along with or as Part of the Premises therein comprised: That in case it shall be in the Opinion of the Lessees impracticable or undesirable to assure the said Lands, Hereditaments, Manorial and other Rights by the Means and in the Manner referred to in the last preceding Clause of these Presents, the said Elizabeth Rawson will in the next Session of Parliament, at the Request and Expense of the said Lessees, apply for and endeavour to obtain an Act or Acts of Parliament for the Purpose of effecting the Objects proposed to be effected by such Assurance as aforesaid: That in case such Assurance as aforesaid shall be effected, and the Lessees shall not require the said Elizabeth Rawson to procure such Act of Parliament as last aforesaid, or in case the Lessees shall require the same to be procured, and the same shall be procured accordingly before the First Day of September One thousand eight hundred and sixty-six, then and in either of such Cases the Lessees, if so required by the said Elizabeth Rawson or other the Reversioner or Reversioners as aforesaid, and without requiring or investigating the Title of the said Benjamin Rawson which has been accepted, will accept the Lease herein-before agreed to be granted: That the Lessees shall execute and deliver to the Reversioner or Reversioners a Counterpart of the said Lease: That the Lease and Counterpart shall be prepared by the Solicitor of the Reversioner or Reversioners, and all Expenses attending the Negotiation, Preparation, and Execution of these Presents and of the said Lease and Counterpart shall be paid by the said Mayor, Aldermen, and Burgesses: These Presents are intended to operate as an Agreement only, and not as an actual Demise of the Premises, or to give to the Lessees any legal Interest therein until the said Lease shall be executed.

In witness whereof the said Elizabeth Rawson hath hereto set her Hand and Seal, and the said Mayor, Aldermen, and Burgesses have hereto affixed their Corporate Common Seal, the Day and Year first above mentioned.

ELIZABETH RAWSON. (L.S.)

[The Seal of the Corporation of Bradford.] (L.S.)

JOHN V. GODWIN, Mayor.

Signed, sealed, and delivered by the said Elizabeth Rawson in the Presence of

J. DAWSON, Sol^r, Bradford.

WILL^m CHEETHAM, Agent for Miss Rawson.

The Corporate Common Seal of the Borough of Bradford, and the Signature of John Venimore Godwin, Esquire, Mayor of the said Borough, were hereunto respectively affixed and set in the Presence of

J. RAWSON, Town Clerk's Office, Bradford.

Bradford Corporation Act, 1866.

SCHEDULE referred to in foregoing Agreement containing Form of Lease of Market Place and Hereditaments at Bradford.

This Indenture made the ~~first~~ ^{fourth} Day of ~~the~~ ^{the} ~~month~~ ^{month} of ~~the~~ ^{the} ~~year~~ ^{year} One thousand eight hundred and sixty-six between Elizabeth Rawson, of Nidd Hall in the County of York, Spinster, of the one Part, and the Mayor, Aldermen, and Burgesses of the Borough of Bradford in the County of York of the other Part.

Whereas by certain Letters Patent dated respectively the Twentieth Day of April in the Fifty-third Year of the Reign of His Majesty King Henry Third, the Sixth Day of June in the Twenty-second Year of the Reign of His Majesty King Edward First, the Ninth day of May in the ~~Year~~ ^{Year} of the Reign of His Majesty King Richard Second, and the Ninth Day of September in the Fourth Year of the Reign of His Majesty King Charles First, the Lord for the Time being of the Manor of Bradford aforesaid is entitled to and has been accustomed to hold at Bradford aforesaid in every Year One Fair, and in every Week One Market, with Toll, Stallage, Pickage, Terrage, and all other Customs and Franchises to Fairs and Markets pertaining and due, and also claims to be entitled to and has been accustomed to exercise the Right or Privilege of appointing and authorizing an Inspector of Weights and Measures within the said Borough: And whereas by the Will of the late Benjamin Rawson, Esquire, who at the Time of his Decease was Lord of the said Manor, and was seised for an Estate of Inheritance in Fee Simple of the Pieces of Land and Hereditaments intended to be hereby demised, the said Manor, Pieces of Land, and Hereditaments now stand limited to the Use of the said Elizabeth Rawson and her Assigns for her Life, with Remainders over: And whereas under or by virtue of the said Will and of the said Elizabeth Rawson as such Tenant for Life as aforesaid hath Power to appoint by way of Demise or Lease the said Pieces of Land and Hereditaments intended to be hereby assured to any Person or Persons who shall improve or covenant and agree to improve, repair, or maintain the same for any Term or Number of Years not exceeding Nine hundred and ninety-nine Years, to take effect either in possession or immediately after the Determination of the subsisting Leases, at the best Rent which can be reasonably gotten for the same, and hath Power to demise or lease for the like or any less Term, and either together with or separately from the said Pieces of Land and Hereditaments, or any of them, and at the best Rent which can be reasonably gotten for the same, the Franchises and other Rights and Privileges intended to be hereby demised: And whereas the said Elizabeth Rawson hath agreed to grant, and the said Mayor, Aldermen, and Burgesses pursuant to the Power in this Behalf contained in the "Bradford Corporation Act, 1866," and all other Powers enabling them in this Behalf, have agreed to accept, a Lease of the said Pieces of Land, Franchises, Rights, Privileges, and Hereditaments at the Rents and under and subject to the Covenants and Conditions herein-after contained: And whereas by the "Bradford Corporation Act, 1866," it is enacted (among other things) as follows, viz.: In addition to the Markets then held in the Borough, the Corporation from Time to Time might hold in the Borough, and in such Market Places and Market Houses as they from Time to Time should think fit, Markets for the Sale of any

Bradford Corporation Act, 1866.

any Animal, and of any marketable Commodities, which the Corporation from Time to Time should think fit to be sold therein, and further that the Corporation from Time to Time might discontinue the User of any of their present or future Market Places and Market Houses: Provided that they should not discontinue the User of any Market Place or Market House until they provided another sufficient Market Place or Market House instead thereof: Now this Indenture witnesseth that in pursuance of the said Agreement, and in consideration of the Rents herein-after reserved, and of the Covenants on the Part of the said Mayor, Aldermen, and Burgesses herein-after contained, she the said Elizabeth Rawson (herein-after called the Lessor), in exercise of the Power given to her as herein-before is mentioned, and of all other Powers in anywise enabling her in this Behalf and by virtue of her Estate, doth hereby appoint, demise, and lease unto the said Mayor, Aldermen, and Burgesses (herein-after called the Lessees), and their Successors and Assigns, firstly, all that Plot of Ground, with the Dwelling Houses, Shops, and other Buildings thereon, situate in the Township, Borough, and Parish of Bradford, bounded on or towards the North and North-west by Darley Street, and Property belonging to Martha Jackson, James Smith, and Hannah Lee respectively, on or towards the East or North-east by Darley Street, and Property belonging to the Friends Provident Institution and William Lythall respectively, on or towards the South or South-east by the Hereditaments secondly herein-after described, and on or towards the West or South-west by Property belonging to the Trustees of the Wesleyan Methodist Chapel, Kirkgate, containing by Admeasurement 4,861 Square Yards or thereabouts, and so far as the same is capable of Delineation shown upon the Plan hereto annexed, and thereon coloured Green; secondly, all that Plot of Ground, with the Dwelling Houses, Shops, and other Buildings thereon, also situate in the Township, Borough, and Parish of Bradford, bounded on or towards the North-east by Darley Street, on or towards the North-west by the Hereditaments firstly herein-before described, on or towards the South or South-east by Kirkgate, and on or towards the South or South-west by Property belonging to the Trustees of the Will of James Garnett, and the Trustees of the Wesleyan Methodist Chapel, Kirkgate, containing by Admeasurement 8,700 Square Yards or thereabouts, and so far as the same is capable of Delineation shown upon the said Plan, and thereon coloured Pink; thirdly, all that Plot of Ground forming the Fair Ground and Green Market and the Site of the old Theatre, with the Dwelling Houses, Shops, and other Buildings thereon, also situate in the Township, Borough, and Parish of Bradford, bounded on or towards the North by Property belonging to Francis Sharp Powell, George Belk Smith, and Samuel Clapham respectively, on or towards the East or North-east by Manor Row, and Property belonging to William Aked and Jeremiah Robertshaw, and Samuel Clapham and George Belk Smith respectively, on or towards the South or South-east by Duke Street, and Property belonging to William Rhodes, Sarah Ann Mellor, Joseph Aspinall, and Ann Rhodes respectively, and William Aked and Jeremiah Robertshaw, and on or towards the West by Darley Street, Christ Church, North Parade, and Property belonging to Joseph Aspinall and Ann Rhodes respectively, containing by Admeasurement Five thousand and sixty Square Yards or thereabouts, and so far as the same is capable of Delineation also shown upon the said Plan, and thereon coloured Buff; and fourthly, all those the Franchises or Rights herein-before referred to of holding Fairs and Markets within the said

[Local.]

34 K

Manor

Bradford Corporation Act, 1866.

Buildings for the Time being standing and being on the said Pieces of Land, or any of them, the clear annual letting Value of which, and of any other Buildings then previously taken down or removed as aforesaid, or burnt or destroyed as herein-after mentioned, and not replaced by other then existing Buildings as herein-after mentioned, (but exclusive of Buildings removed for the Purpose of creating or the Sites of which are proposed to be used as Sites or a Site for the Erection of a new Market House and Town Hall, or either of them,) shall exceed the Sum of One thousand Pounds, and shall and will from Time to Time during the said Term as and when any Buildings shall be taken down or removed, in exercise of the Power or Authority herein contained, erect and build or cause or procure to be erected and built in lieu thereof on some Part or Parts of the said Pieces of Land other Buildings the clear annual letting Value of which shall not be less than that of the Buildings so taken down or removed as aforesaid, and complete such substituted Buildings within Five Years next after the taking down or Removal of the Buildings in lieu of which the same are so to be erected as aforesaid, and, in the Case of Buildings removed for the Purpose of creating or the Sites of which are proposed to be used as a Site for the Erection of a new Market House or a Town Hall, shall and will with all reasonable Expedition erect a Market House or Town Hall (as the Case may be) upon the Site so to be created or so proposed to be used as aforesaid, and also shall and will from Time to Time during the said Term (unless prevented by Fire or unavoidable Accident) keep and maintain in good tenantable Repair and Condition such of the Buildings for the Time being standing on the said Pieces of Land respectively as shall not for the Time being be in course of Removal under the Powers in that Behalf herein-after contained, and in case of any Buildings being destroyed or injured by Fire or unavoidable Accident, and the Sites of which are not proposed to be used for the Purposes last aforesaid, shall and will, within the Time herein-before limited for replacing Buildings taken down, rebuild or restore the same either upon the same Site, or upon some other Part of the said Plots of Ground, so and in such Manner as that the new or restored Buildings shall be of the same clear annual Value at the least as the Buildings so destroyed or injured as aforesaid were of immediately before such Fire or other Accident, and also shall and will at the Expiration or sooner Determination of the said Term, and whenever such Determination shall happen, subject to the Provisoes herein-after contained, yield up peaceably to the Reversioner or Reversioners the said Franchises, Rights, and Privileges, and the said Pieces of Land and Hereditaments, with the Messuages and Buildings then subsisting thereon, and all Fixtures affixed or belonging or added thereto, in such good, substantial, and tenantable Order and Repair, and in all respects in such State and Condition, as that the said Pieces of Land, with the Messuages and Buildings then existing thereon, shall be of such clear annual letting Value at the least as herein-after is mentioned, that is to say, in case such Determination shall happen during the first Fifteen Years of the said Term, the clear annual letting Value of Four thousand Pounds at the least, and in case such Determination as aforesaid shall happen after the Expiration of the first Fifteen Years of the said Term, the clear annual letting Value of Five thousand Pounds at the least (such annual Value of Four thousand Pounds or Five thousand Pounds, as the Case may be, to include the Surplus which, after paying the Expenses of collecting or receiving the same, may remain of any Market or Fair Tolls or Stallages, or Tolls for the Use of Slaughter-houses, respectively derived from the

Bradford Corporation Act, 1866.

the said Pieces of Land and the Buildings thereon, whether now existing or hereafter built), and also if in either of the Cases above mentioned the said Pieces of Land, with the Messuages and Buildings then existing thereon, shall not be of the said clear annual letting Value above mentioned respectively, and whether such shall be the Case through the taking down of any previously existing Messuages and Buildings under the Authority in that Behalf herein given, or through any other Cause whatsoever, shall and will forthwith improve the then existing Buildings thereon so that the said Premises shall be of at least the clear annual letting Value of which it is herein-before agreed the same shall be, or else erect and build thereon, and within Three Years deliver to the Reversioner or Reversioners, such additional Messuages and Buildings as, together with the Messuages and Buildings then already standing and being on the said Pieces of Land respectively, shall cause the said Premises to be of at least the said clear annual letting Value of which it is herein-before agreed the same shall be, and until such additional Messuages and Buildings shall be completed and delivered as aforesaid shall pay to the Reversioner or Reversioners the estimated clear annual Rent at which the same would let if finished pursuant to the Covenant herein-before contained, such estimated annual Rent to be paid on the Day on which the Rent reserved by this present Indenture would be payable in case the Term hereby granted were still subsisting, and also if the Right of Re-entry herein-after reserved to the Reversioner or Reversioners shall be exercised at any Time during the said Term of Nine hundred and ninety-nine Years, and the Lessees shall not leave upon the said Pieces of Land, or some Part or Parts thereof, Dwelling Houses, Shops, and other Buildings the clear annual letting Value whereof (irrespective of any Market Tolls) shall be Five thousand Pounds at the least, and shall not give Security to the reasonable Satisfaction of the Reversioner or Reversioners that the Lessees, their Successors or Assigns, shall within Three Years after the Exercise of the said Power of Re-entry improve the then existing Dwelling Houses, Shops, and Buildings so as that the same may be of the clear annual letting Value last aforesaid, or erect such others as, together with those then existing, shall be of such clear annual letting Value, and in the meantime pay to the Reversioner or Reversioners, by equal half-yearly Payments as aforesaid, such annual Sum as, together with the clear annual letting Value for the Time being of the existing Dwelling Houses, Shops, and Buildings, will make up the full Sum of Five thousand Pounds per Annum, or (in case of such Security being so given) the Lessees, their Successors or Assigns, shall fail to make such Improvements, Erections, or Payments as were intended to be thereby secured, then in either of such Cases the said Lessees, their Successors or Assigns, shall not, nor will at any Time or Times thereafter, exercise or attempt to exercise at any Place or Places whatsoever within the said Manor all or any of the Franchises, Rights, and Privileges herein-before expressed to be hereby demised, or interfere with or obstruct the Reversioner or Reversioners in the Exercise or Enjoyment of the several Franchises, Rights, and Privileges, or any of them: Provided always, and it is hereby agreed and declared, that if and whenever the said Rent or any Part thereof shall be in arrear for Thirty Days next after the Time herein-before appointed for Payment thereof, whether the same shall have been legally demanded or not, or if and whenever there shall be any Breach, Nonobservance, or Nonperformance by the Lessees, their Successors or Assigns, of any of the Covenants and Conditions herein-before contained, and on their Part to be observed and performed, then

Bradford Corporation Act, 1866.

recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action: And the Lessor for the Purpose of binding as far as may be practicable the Reversioner or Reversioners, but not so as to be personally liable under the Covenants hereinafter contained (except in respect of her own individual Acts and Defaults), doth hereby, for herself, her Heirs, Executors, and Administrators, covenant with the Lessees, their Successors and Assigns, that if the Lessees, their Successors or Assigns, shall pay the said Rent at the Times and in the Manner herein-before mentioned for the Payment thereof, and shall duly observe and perform all and singular the Covenants and Conditions herein-before contained, and on their Part to be observed and performed, then it shall be lawful for the Lessees, their Successors and Assigns, peaceably to hold and enjoy the said Pieces of Land, Hereditaments, and Premises herein-before expressed to be hereby demised, with the Messuages and Buildings for the Time being thereon, and exercise and enjoy the Franchises, Rights, and Privileges herein-before expressed to be hereby demised, without any Interruption or Disturbance by the Reversioner or Reversioners, or any of them, or any Persons lawfully or equitably claiming or to claim through, under, or in trust for her, them, or any of them, or the said Benjamin Rawson, deceased; and also that it shall be lawful for the Lessees, their Successors or Assigns, at any Time, and from Time to Time, when they shall think fit, at their own Expense, (but subject and without Prejudice to the Lessees Covenants herein-before contained,) to take down and remove all or any of the said Messuages and Buildings now existing, or which shall at any Time during the Continuance of the said Term be erected and built upon the said Pieces of Land, or any Part or Parts thereof, and to carry away, sell, and dispose of the Materials thereof, and of any Buildings destroyed or damaged by Fire, for their own Benefit, and to lay out and form such Streets, and to erect such Buildings and Messuages, and generally to act in such Manner with respect to the said Pieces of Land, or any Part or Parts thereof, as they shall, in their uncontrolled Discretion, think fit: Provided always, and it is hereby agreed and declared, that if any Dispute, Question, or Controversy shall arise between the Reversioner or Reversioners and the Lessees, their Successors or Assigns, as to any of the Matters herein-before contained, or as to any of the Rights or Liabilities of either Party under these Presents, or as to the Construction or Operation hereof, or any Clause, Matter, or Thing herein contained, or otherwise in connexion with the Premises, then and in every such Case the Matter so in dispute shall be referred to Two Arbitrators, or their Umpire, pursuant to, and so as with regard to the Mode and Consequences of the Reference, and in all other respects to conform to the Provisions in that Behalf contained in "The Common Law Procedure Act, 1854," or any statutory Modification thereof for the Time being in force.

In witness whereof the said Elizabeth Rawson hath hereunto set her Hand and Seal, and the said Mayor, Aldermen, and Burgesses have hereunto affixed their Corporate Common Seal, the Day and Year first above mentioned.

Bradford Corporation Act, 1866.

The SCHEDULE referred to.

Date of Lease.	Lessor.	Lessees.	Term.	Rent.	Remarks.
15th July 1861.		Samuel Walmsley, of Bradford, Machine Maker; Charles Frederick Butterfield, of Bradford, Wool Merchant; William Mortimer, of Bradford, Commission Agent; George Elgey, of Bradford, Yarn Merchant; Francis Megeyand, of Bradford, Stuff Merchant; and John Hellewell, of Bradford, Wool Merchant.	7 Years from 21st June 1861.	£50	Lease of Manor House Club.
27th May 1859.		Matthew Taylor - -	14 Years from 27th May 1859.	£50	Lease of Premises fronting Darley Street.
		Michael Rogerson, of Bradford, Druggist; Henry Farrer, of Bradford, Tailor; John Barraclough, of Bradford, Wine Merchant; David Salmond, of Bradford, Soap Manufacturer; William Mawson, of Bradford, Architect; Christian Henry Taylor, of Bradford, Surgeon.	15 Years from 21st June 1861.	£41	Lease of Premises in the Market Place to Masonic Hope Lodge.

*Bradford Corporation Act, 1866.***SCHEDULE (B.)****TOLLS AND STALLAGES FOR MARKETS AND FAIRS.**

	s.	d.
From the Occupier of every Shop, according to the Size and Dimensions of the same; videlicet,		
For every Superficial Foot thereof, inside Measure :		
If taken by the Year, not exceeding	6	8
By the Half Year, not exceeding	3	4
By the Quarter, not exceeding	1	8
For every Market Day or other Day in the Week, not exceeding	0	1
From the Occupier of every Butcher's Stall, according to the Size and Dimensions of the same; videlicet,		
For every Superficial Foot thereof. If the Stall or Passage in front thereof be covered over from the Weather :		
If taken by the Year, not exceeding	6	8
By the Half Year, not exceeding	3	4
By the Quarter, not exceeding	1	8
If not so covered over :		
If taken by the Year, not exceeding	6	0
By the Half Year, not exceeding	3	0
By the Quarter, not exceeding	1	6
If otherwise taken or occupied :		
If so covered over :		
For every Market Day or other Day in the Week, not exceeding	0	1
If not so covered over :		
For every Market Day or other Day in the Week, not exceeding	0	1
From the Occupier of every Stand for Vegetables or other Articles raised above the Ground with progressive Steps or Benches, according to the Size and Dimensions of the same; videlicet,		
For every Superficial Foot thereof :		
If the Stand and Passage in front thereof be covered over from the Weather :		
If taken by the Year, not exceeding	5	0
By the Half Year, not exceeding	2	6
By the Quarter, not exceeding	1	3
If not so covered over :		
If taken by the Year, not exceeding	4	0
By the Half Year, not exceeding	2	0
By the Quarter, not exceeding	1	0
If otherwise taken or occupied :		
If so covered over :		
For every Market Day or other Day in the Week, not exceeding	0	1
If not so covered over :		
For every Market Day or other Day in the Week, not exceeding	0	1

Bradford Corporation Act, 1866.

	s.	d.
From the Occupier of every other Stand or Bench, according to the Size and Dimensions of the same; videlicet,		
For every Superficial Foot thereof:		
If the Stand or Bench and the Passage in front thereof be covered over from the Weather:		
If taken by the Year, not exceeding	5	0
By the Half Year, not exceeding	2	6
By the Quarter, not exceeding	1	3
If not so covered over:		
If taken by the Year, not exceeding	4	0
By the Half Year, not exceeding	2	0
By the Quarter, not exceeding	1	3
If otherwise taken or occupied:		
If so covered over:		
For every Market Day or other Day in the Week, not exceeding	0	1
If not so covered over:		
For every Market Day or other Day in the Week, not exceeding	0	1
From the Occupier of every Space on the Surface of the Ground, according to the Size and Dimensions of the same; videlicet,		
For every Superficial Foot thereof:		
If the Space and the Passage surrounding the same be covered over from the Weather:		
If taken by the Year, not exceeding	3	10
By the Half Year, not exceeding	1	11
By the Quarter, not exceeding	0	11½
If not so covered over:		
If taken by the Year, not exceeding	3	0
By the Half Year, not exceeding	1	6
By the Quarter, not exceeding	0	9
If otherwise taken or occupied:		
If so covered over:		
For every Market Day or other Day in the Week, not exceeding	0	1
If not so covered over:		
For every Market Day or other Day in the Week, not exceeding	0	0¾
From the Occupier of every Standing in the Fish Market, according to the Size and Dimensions of the same; videlicet,		
For every Superficial Foot thereof:		
If taken by the Year, not exceeding	8	6
By the Half Year, not exceeding	4	3
By the Quarter, not exceeding	2	2
If otherwise taken or occupied:		
For every Market Day or other Day in the Week, not exceeding	0	1
And for every Bull, Cow, Ox, Steer, or Heifer, if sold by the Carcase	2	6
And for every Calf, Sheep, Lamb, or Pig, if sold by the Carcase	1	0
And so on in proportion for every Quantity less than the entire Carcase.		

29° & 30° VICTORIÆ, Cap. cōxxii.

Bradford Corporation Act, 1866.

	s.	d.
And for the following Articles (if not exposed for Sale on any of the Stalls or Standing Places so taken) the Sums following for every Day; (that is to say)		
Fruit, single Horse Cartfull	1	0
Hamper, Basket, Whisket, Tub, Case, Pad, Round Pot, Prickle Molly, Barge, Pannier, Sieve, Mat	0	0½
Under One Bushel Imperial Measure	0	1
One Bushel but not exceeding One and a Half Bushel	0	1½
Exceeding One and a Half Bushel but not exceeding Two Bushels	0	1½
Exceeding Two Bushels but not exceeding Three Hundred-weight Gross	0	2
Gooseberries, per Half Load Bag	0	1
Under Half Load Bag	0	0½
Fruit, Hogshead:		
Exceeding Seven and a half Hundredweight Gross Tierce:	0	4
Exceeding Three Hundredweight but not exceeding Seven and a Half Hundredweight Gross	0	3
Chest	0	2
Box	0	1
The Bushel of Fruit to weigh by the Bushel as follows:		
Apples, Fifty-six Pounds.		
Pears, Sixty-four Pounds.		
Plums, Seventy-two Pounds.		
Gooseberries, Seventy Pounds.		
Vegetables, Potatoes, Onions, Carrots, Turnips, Peas, Beans, or other Description of Vegetables:		
One Bushel or under	0	0½
Exceeding One Bushel, but not exceeding One and a Half Bushel	0	1
Greater Quantity, per Bushel	0	0½
Per Half Load Bag or under	0	0½
Exceeding Half Load but not exceeding One Load Bag	0	1
Potatoes, Eighty-four Pounds per Bushel.		
Turnips, Sixty Pounds per Bushel.		
Carrots, Eighty Pounds per Bushel.		
Pears, Thirty-six Pounds per Bushel.		
Beans, Thirty-six Pounds per Bushel.		
Large Scotch, per Dozen	0	1
All other Description of Cabbage, Brocoli, Cauliflower, and like Vegetables (when loose), per Five Dozen	1	0
A Cartload, according to Bulk from 4d. to	1	0
A Cartload, when loaded on the Waggons higher than the Body, according to Bulk from 1s. to	1	6
Radishes, bunched Onions, Salads:		
Hampers, &c., per Bushel or under	0	0½
Exceeding One Bushel to One and a Half Bushel	0	1
Exceeding One and a Half Bushel, per Bushel	0	0½

Bradford Corporation Act, 1866.

	s.	d.
Nuts, Hamper, Basket, Whisket, &c. :		
One Bushel or under	0	0½
Exceeding One Bushel to One and a Half Bushel	0	1
Exceeding One and a Half Bushel, per Bushel	0	0½
Per Half Load Bag	0	1
Exceeding Half Load to One Load Bag	0	2
Cocoa Nuts in the Husk, per Score or under	0	0½
Celery, for every Five Bundles of One Dozen Sticks	0	1
Rhubarb, for every Five Bundles of One Dozen Bunches	0	1
Evergreens, for every Superficial Foot of Space	0	0½
Game, Rabbits, and Poultry, a large Basket	0	4
A small ditto	0	2
Bacon or Pork, for every Flich	0	2
In every Tierce, Barrel, or other Package, per Hundredweight	0	2
Cheese, for every Hundredweight	0	2
Butter and Eggs, in Boxes or Hampers	from 2d. to	0 4
A large Basket	0	2
A smaller ditto	0	1
A Crate of Eggs	0	4
A Cartload	0	6
Fish, fresh or cured, when brought in Carts or Trucks, per		
Hundredweight	0	1
Barrels, Boxes, or Baskets	0	2
Pads and small Boxes	0	1
Small Packages	0	0½
Shell Fish, Hogshead	0	4
Load Bag	0	1
Half Load Bag	0	0½
Hamper or Box (Lobsters and Crabs)	0	2
Barrel of Oysters	0	0½
Earthenware and Glass, where set out for Sale upon the Ground, according to the Quantity and the Quality of the Space covered with the same, not exceeding Fifty Superficial Square Feet,	from 6d. to	4 0
Flowers, Flower Roots, and Plants, a large Basket	0	2
A small ditto	0	1
Calicoes, Cloth, Linen, and Articles of Dress, each Skep or Basket, according to the Size thereof and Quantity of Goods, from 2d. to	0	3
Provisions, a Basket, Barrow, or small Board	from 2d. to	0 4
Cooper's Ware, a Skep according to Size	from 2d. to	0 3
Pastry, Spices, and Confectionery, a large Basket or Board	0	2
A small ditto	0	1
Pottery Ware, a Cartload	0	4
Shows and public Exhibitions	from 2d. to	1 0
Books, old Iron, and Smallware, a Cartload or Stall	1	0
Flower Baskets or Boards, according to Quantity and Quality, from 6d. to	1	0
White Sand, Brooms, and Besoms, for a Cartload	0	4
Basket	0	1

Bradford Corporation Act, 1866.

	<i>s.</i>	<i>d.</i>
Oats, per Sack of Three Imperial Bushels	0	3
Wheat, Barley, Peas, and Beans in the Grain, per Sack of Four Imperial Bushels	0	4
Flour, for every Load consisting of Twelve Score Pounds in Weight	0	4
Oatmeal, ditto	0	3
Italian Images and Pictures, a large Board or Basket	0	2
A small one	0	1
From every Person standing or walking in any open Space in the Market Place, and exposing to Sale any Cutlery, Hardware, Mercery, Small-ware, or other Goods of any kind, per Day	0	2
The above-mentioned Tolls and Stallage in the Markets and Fairs to be paid and payable in respect of the Occupation of any Stall, Stand, Bench, or Space of Ground as well by the original Taker or Occupier thereof for a Portion of the Day or Space of Time, or by any subsequent Taker or Occupier of the same for any other Portion of the Day or Space of Time.		
Hay and Straw, for every Cartload of Hay, Straw, Grass, Vetches, or other Article, Commodity, or Thing exposed for public Sale, if drawn by One Horse or other Beast, per Day	0	4
Ditto, when retailed	0	8
And when any of the preceding Articles are brought in a Waggon instead of a Cart, double the Amount of the Tolls to be taken when brought in a Cart shall be taken.		
During the Fairs double the Amount of the Tolls and Stallages then appointed may be taken for Shops, Stalls, Stands, Benches, or Spaces of Ground occupied only by the Day or Part of a Day, and for Ground occupied during the Fairs for Booths, Tents, Shows, public Exhibitions, and Conveniences for Amusement, as follows; videlicet,		
For every Foot of Frontage where not exceeding Thirty Feet in Depth, per Foot	5	0
Where exceeding Thirty Feet but not exceeding Sixty Feet in Depth, per Foot	7	6
Where exceeding Sixty Feet but not exceeding Ninety Feet in Depth, per Foot	8	9
Where exceeding Ninety Feet in Depth, per Foot	10	0

Bradford Corporation Act, 1866.

SCHEDULE (C.)

WEIGHING AND MEASURING TOLLS.

	<i>s.</i>	<i>d.</i>
For every Quantity of Meat or other Thing, if not exceeding Twenty Pounds in Weight - - - - -	0	0½
If exceeding Twenty Pounds and not exceeding One hundred and twelve Pounds - - - - -	0	1
And for every additional One hundred and twelve Pounds, or fractional Part of One hundred and twelve Pounds - - - - -	0	0½
For every Quantity of Goods and Things sold by Measure :		
If not more than One Bushel - - - - -	0	0½
If more than One Bushel and not more than Two Bushels - - - - -	0	1
And for every Bushel or fractional Part of a Bushel beyond Two Bushels - - - - -	0	0½

SCHEDULE (D.)

WEIGHBRIDGE TOLLS.

For every Waggon or Four-wheeled Carriage, with the Loading thereof	0	4
For every Cart or Two-wheeled Carriage, with the Loading thereof -	0	2

SCHEDULE (E.)

SLAUGHTER-HOUSE TOLLS.

For every Bull, Ox, Cow, or Bullock - - - - -	1	0
For every Calf - - - - -	0	6
For every Sheep or Lamb - - - - -	0	3
For every Hog or Pig - - - - -	0	4
For every other Beast - - - - -	1	0

Bradford Corporation Act, 1866.

SCHEDULE (F.)

FORM OF GRANT OF ANNUITY.

Annuity No. _____ for _____ Years [or for Life or perpetual].
 In virtue of "The Bradford Corporation Act, 1866," we, the Mayor, Aldermen, and Burgesses of the Borough of Bradford in the County of York, in consideration of £ _____ paid to us by A.B. of, &c., [or satisfied by the Grant of this Annuity, or as the Case happens,] do grant to [him] One Annuity, £ _____, to be issuing out of the Borough Rate and Borough Fund, Waterworks, and Water Rates or Rents by that Act charged therewith, and to be paid to [him] during [his] Life, [or, as the Case happens, to A.B., his Executors, Administrators, and Assigns, during the natural Lives of _____ or during the natural Lives of _____ or _____ and the Life of the Survivor of them,] or [in perpetuity], on the _____ Day of _____ and the _____ Day of _____ in every Year during the Continuance of the Annuity, by equal half-yearly Payments, the First Payment to be made on the _____ Day of _____ 18 _____ if the Annuity be then subsisting.

As witness our Common Seal, this _____ Day of _____ A.D. 18 _____

SCHEDULE (G.)

FORM OF TRANSFER OF ANNUITY.

I, A.B., of, &c., _____ in consideration of £ _____ paid to me by C.D. of, &c. [or as the Case happens], do hereby transfer [him his] Executors, Administrators, or Assigns, the Annuity No. _____ granted by the Mayor, Aldermen, and Burgesses of the Borough of Bradford in the County of York to _____ by a Grant dated the _____ Day of _____ 18 _____ for the natural Life of [or as the Case happens, or if the Transfer be by Endorsement, the within Annuity], and all the Securities, Rights, and Remedies for the same, and all my Interest therein.

As witness my Hand and Seal, this _____ Day of _____ A.D. 18 _____

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
 Printers to the Queen's most Excellent Majesty. 1866.