



ANNO SEXTO

GULIELMI IV. REGIS.

Cap. lxxviii.

An Act to alter and enlarge the Powers of an Act passed in the Eleventh Year of the Reign of His late Majesty for incorporating the *Hungerford Market Company*. [21st June 1836.]

WHEREAS by a certain Act made and passed in the Eleventh Year of the Reign of His late Majesty King George the Fourth, intituled *An Act to incorporate certain Persons, to be called 'The Hungerford Market Company,' for the Re-establishment of a Market for the Sale of Fish, Poultry, and Meat, and other Articles of general Consumption and Use, and for other Purposes*, after reciting, amongst other Things, a Grant made by His late Majesty King Charles the Second unto Sir Edward Hungerford and his Heirs to hold for ever a Market within a certain Messuage called *Hungerford House* alias *Hungerford Inn*, in or near the *Strand* in the Parish of *Saint Martin in the Fields* within the Liberty of *Westminster* in the County of *Middlesex*, subject as in the said Act mentioned; and reciting that a Market House and Shops were erected, and certain Wharfs and Stairs were formed and made within the said Place called *Hungerford House* or *Hungerford Inn*, and the same were known by the Name of *Hungerford Market* and *Hungerford Stairs*; and reciting that the Market House and Shops and Buildings thereunto belonging were become dilapidated, and unfit to be used for the Purposes of a Market, and that the said Wharf and Stairs were also much out of Repair, and that it would be a great Convenience to the Public at large if a new and more extensive Market Place, with suitable Shops and other Buildings, were erected upon or near to the Site of the old Market Place, Shops, and Buildings, and if such

[Local.] 26 R Market,

11 G. 4. c. 70.

Market, as in the said Act mentioned, were held under proper Rules and Restrictions, and also if the said Wharfs were improved and extended, and if Causeways and more convenient Stairs for the Landing and Shipment of Passengers and Goods, and proper and convenient Avenues and Approaches to the said Market and Wharfs, were made; and reciting that the Purchase of the said old Market, Market House, Shops and Buildings, Wharfs and Stairs, and the Appurtenances thereunto belonging, and the making of the Alterations and Improvements before mentioned, and the Purchase of other Grounds and Hereditaments for such Purposes, would be attended with very great Expence; and reciting that several Persons had formed themselves into a Society or Partnership under the Name of the *Hungerford* Market Company, and had contracted to purchase the old Market, Market House, Wharf, Stairs, and the Messuages in *Hungerford Street*, and certain Messuages in the *Strand* near *Hungerford Street*, and they had also subscribed and raised considerable Sums of Money towards the Capital of the said Company; it is therefore enacted, that the Persons or Parties therein named, and all and every such other Person or Persons, or Body or Bodies Politic or Collegiate, as from Time to Time should become a Subscriber or Subscribers, and be duly admitted a Proprietor or Proprietors, as therein-after mentioned, and their respective Successors, Executors, Administrators, and Assigns, should be and they were thereby united into a Company for the Purposes of the said Act, and should be and they were thereby declared to be One Body Politic and Corporate, by the Name of the *Hungerford* Market Company, and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded at Law or in Equity, and shall and may prefer and prosecute any Bill or Bills of Indictment or Information against any Person or Persons who shall commit any Felony, Misdemeanour, or other Offence indictable or punishable by the Laws of this Realm, and shall also have full Power and Authority to purchase and hold Lands, Tenements, and Hereditaments, to them, their Successors and Assigns, for the Use of the said Undertaking, and also to sell and dispose of the said Lands, Tenements, and Hereditaments again in manner by the said Act directed, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain; and it is by the said Act, amongst other Things, enacted, that it should be lawful to and for the said Company, their Successors, or their Directors for the Time being, and they were thereby authorized and empowered, as soon as they should complete the Purchase of the Market, Market House, Shops, Wharfs, and Hereditaments already contracted for as aforesaid, to take down and alter all or any Part of the said Market House, Wharfs, Messuages, and Hereditaments so purchased, and all or any of the Messuages, Wharfs, and Hereditaments so to be purchased as aforesaid, and to appropriate all or any of the Ground or Site thereof respectively for the Purposes of the said Act, and to make, erect, and build thereon a new Market House for the Sale of the several Articles and Things therein mentioned, with all necessary and proper Shops, Buildings, Stalls, Standings, Shambles, and other Conveniences for the Sale of the Articles therein-before mentioned, and for the Accommodation of the Public and all Persons attending or

or resorting to the said Market; and also to take down the Houses on that Part of the Estate called *Hungerford Street*, in the *Strand*, and to erect other Houses in lieu thereof, and to widen and alter the said Street, and to extend and embank the Wharfs so purchased and to be purchased by the said Company as aforesaid into the River *Thames*, and to form a Causeway, with appropriate Stairs for the Landing and Embarkation of Passengers and Goods, as therein-after directed: And whereas the said Company, under and pursuant to the Authority of the said Act, have built a handsome and convenient Market, with suitable and proper Quays and Wharfs abutting upon the River *Thames*, and with suitable Approaches and Avenues, particularly the main or principal Approach or Avenue through *Hungerford Street*, which Street the said Company, under the Authority of the said Act, pulled down, and have rebuilt, altered, and widened, and the said Company have also constructed a certain Causeway, carried and projecting from the said Market Southwards towards the Centre of the River *Thames*, for the Use and Convenience of Persons using the same Market, or landing or embarking with Goods or otherwise in, from, or at the said Market or Market Place: And whereas the said Causeway has not been found fit or sufficiently convenient for the Purposes intended: And whereas it would much improve the said Market, and render the same more easily and conveniently accessible to all Persons using the same or landing or embarking thereat or therefrom as aforesaid, as well as more profitable to the said Company, if the said Company were empowered to remove and would and did remove the said Causeway, and build and construct a Jetty, Causeway, and moveable Landing Place, together with a Raft or Float and Windlass, and other Matters appertaining thereto and usually used therewith, and necessary for the due, proper, convenient, and efficient Construction, Use, and Employment of such Jetty, Causeway, and moveable Landing Place, Raft, and Windlass, and were also empowered to and would and did build and construct such other or substituted Causeway as is herein-after mentioned: And whereas such Alterations and Improvements as aforesaid cannot be properly effected without the Authority of Parliament, and it is expedient that the said Company be empowered to effect and execute the same: And whereas it is expedient that the said Company should be empowered to demand and receive such additional Tolls or Payments as herein-after mentioned in respect of and for the Use of the said Jetty, Causeway, moveable Landing Place, Raft, or Float, Windlass, and other Things, when so constructed, fixed, or placed as aforesaid: And whereas the Mode of calculating, assessing, and collecting the Tolls or Payments due and payable to the said Company in respect of the said Market, with the Appurtenances, prescribed by the said Act, has been found inconvenient and inadequate, and it is expedient to alter and improve the same: And whereas under and by virtue of the said Act certain Powers of borrowing, taking up, and securing Money on the Security of the Property and Credit of the said Company, and also certain Powers of leasing the Property of the said Company, are conferred on and vested in the said Company, and it is expedient to extend, alter, and enlarge as well the said Powers of borrowing, taking up, and securing Money, as the said Powers of leasing, in Manner and to the Extent herein-after particularly mentioned: And whereas it is
further

Company
empowered
to remove
Causeway,
and to build
a Jetty.

further expedient to empower and enable the said Company or the Directors thereof for the Time being to dispose of unsold or unappropriated Shares in manner herein-after also particularly mentioned: And whereas the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said Company, or the Directors for the Time being appointed or acting under the said Act herein-before recited or referred to, and they are hereby authorized and empowered (such Consent or Appropriation as herein-after mentioned being first obtained) to remove the Causeway now existing at the South Side of *Hungerford Market Wharf* in the Parish of *Saint Martin-in-the-Fields* in the County of *Middlesex*, and to use and apply the Materials thereof in and about the making or constructing of the Jetty, Causeway, and moveable Landing Place to be constructed as herein-after mentioned, or the Works necessary for the Construction of the same, or otherwise to sell, dispose of, or apply the said Materials to and for the Benefit of the said Company; and that it shall and may be lawful to and for the said Company or the said Directors, and they are hereby authorized and empowered, with such Consent and Approbation as aforesaid, to build, construct, put, place, and fix a Jetty, Causeway, moveable Landing or Landing Place, Raft or Float, Windlass, and other Things necessary for the proper and convenient Use and Enjoyment thereof, such Jetty to be fixed or fastened in, upon, or to the Western End or Extremity of the Wharf of or belonging to the said Market, and to project and be carried a certain Length or Distance, not exceeding One hundred and twelve Feet, in a Southward Direction from the Edge or River Side of the said Wharf towards the Centre of the said River, and over and across Part of the Bed or Shore thereof, and such Causeway as last aforesaid to be constructed and extend from the said Wharf over, upon, and across the Bed or Bank of the said River down to and touching the lowest Low-water Mark thereof, and the said moveable Landing or Landing Place to stand, run, and be worked in, upon, and along the said Causeway, and such Raft or Float as aforesaid not to exceed One hundred Feet in Length and Forty Feet in Width or Breadth, and such Windlass to be fixed or placed in or upon the Wharf aforesaid in the Manner most suitable and convenient for working such moveable Landing or Landing Place as aforesaid, and that it shall and may be lawful for the said Company or the Directors aforesaid to put, place, fix, and construct in or upon the said Wharf, and in or upon, along or upon the Side or Sides of the said Jetty, Causeway, Landing or Landing Place, Raft or Float, and Windlass, all and every such Fences, Blocks, Guards, and other Things necessary for the due fixing, fastening, guarding, repairing, and protecting of the said Jetty, Causeway, Landing or Landing Place, Raft or Float, and Windlass, and fit and suitable for the due and proper Use and Employment thereof, and for the proper and effectual Execution of such Alterations as aforesaid.

II. And

II. And be it further enacted, That it shall and may be lawful for the said Company or the said Directors, and they are hereby required, within Six Months from the Removal of the existing Causeway before mentioned, to build and construct, at the Expence of the said Company, a Causeway to commence and be continued from the Eastern Extremity of the said Wharf upon, over, and across the Bed or Shore of the said River, towards the Centre of the same, down to and touching the lowest Low-water Mark thereof.

Power to build a new Causeway.

III. And be it further enacted, That it shall and may be lawful to and for the said Company or the said Directors to contract and agree with any Person or Persons for making and completing the said Jetty, Landing Place, Causeways, Raft or Float, and all other Works and Erections necessary for the due Completion of such Improvements and Alterations as aforesaid, or any or either of the same, and also for the Removal or Alteration of any of the existing Works or Constructions of and belonging to the said Company, and to contract with any Person or Persons for providing proper Materials for all or any of the Purposes aforesaid, or for doing any of the Works hereby authorized; and all Contracts and Agreements made and entered into by and between the said Company and their Successors and any other Person or Persons whomsoever, relating to any Act, Matter, or Thing to be done or performed in the Execution of any of the Powers of this Act, shall be reduced or put into Writing, and signed and sealed by the Parties thereto, and shall specify the Work to be done, the Prices to be paid, the Term which the same shall be completed in, the Quality of the Materials to be used, and the Penalties for Non-performance thereof, and such other Things as the said Company or their Directors shall think proper; and the said Company and their Successors may take such Security for the Performance of such Contract as to them shall seem meet.

Company may enter into Contracts for the Execution of the Works above mentioned.

IV. And be it further enacted, That it shall be lawful for the said Company or their Directors for the Time being, from Time to Time, as they shall think fit, to compound and agree with any Person or Persons on account of any Breach or Non-performance of any Contract or Contracts for such Sum or Sums of Money as they shall think fit.

Company may compound for Breach of Contracts.

V. Provided always, and be it hereby enacted, That before commencing any of the Alterations aforesaid (that is to say, before removing any Part of the existing Causeway before mentioned, or beginning to construct any Part of the new Erections or Constructions before mentioned,) it shall and is hereby declared to be incumbent and conditional on the said Company or the Directors aforesaid to obtain the Consent or Approbation of the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, to the Plan of such Works, such Consent or Approbation to be given or testified in Writing under the Hand of the Town Clerk of the City of *London*, which Consent and Approbation of the said Mayor, Aldermen, and Commons are hereby authorized and empowered to give: Provided always, that all such Works shall be done and performed to the Satisfaction of the Clerk of the Works for the Time being employed

Consent of the Mayor, &c. of *London* to be obtained previous to Alterations taking place.

by the said Mayor, Aldermen, and Commons in the *Thames* Navigation: And provided always, that the said Jetty, Causeway, and moveable Landing or Landing Place be constructed and completed within Twelve Months from the Period at which the Removal of the existing Causeway shall be commenced.

For obviating Danger to the Navigation of the River Thames.

VI. And be it further enacted, That in case the said Jetty, Causeway, moveable Landing or Landing Place, Raft or Float, or any other of the Works aforesaid, shall not be finished and completed by the said Company within the Time limited by this Act, or in case at any Time after the same shall have been finished and completed the said Works or any of them shall not be kept in proper Repair, and thereby shall become a Nuisance or an Impediment to the safe Navigation of the said River *Thames*, and the said Company shall not within Twenty-one Days after Notice in Writing for that Purpose shall have been left at the Office of the Clerk of the said Company immediately proceed to repair the said Works or any of them, or shall refuse to repair and render the same free from all Danger to the Navigation of the said River, as the Case may be, then and in either of the said Cases it shall be lawful for the said Mayor, Aldermen, and Commons, in Common Council assembled, or the Lord Mayor of the City of *London* for the Time being, to employ Persons to take away and remove the Materials of the said Works, or any of them, and to sell or employ the same for the Purposes of the Improvement of the Navigation of the said River *Thames*.

Any Accumulation of Mud to be removed.

VII. And be it further enacted, That in case at any Time there shall be any Accumulation of Mud, Sand, Dirt, or other Matter adjoining to the said Jetty, Causeway, moveable Landing or Landing Place, Raft or Float, or any other of the Works aforesaid, and occasioned thereby, which shall appear to the said Mayor, Aldermen, and Commons, in Common Council assembled, or to the said Lord Mayor for the Time being, as Conservator of the said River *Thames*, to be injurious to the Navigation of the said River, then and in every such Case the said Company shall, within Thirty Days after Notice in Writing for that Purpose by the Town Clerk of the said City of *London* shall have been left at the Office of the Clerk of the said Company, cause the said Mud, Sand, Dirt, or other Matter to be taken away and effectually removed; and in case the said Company shall neglect or refuse to cause the said Mud, Sand, Dirt, or other Matter to be removed effectually, it shall be lawful for the said Mayor, Aldermen, and Commons, in Common Council assembled, or the said Lord Mayor for the Time being, to employ Persons to take away and remove the same; and the said Company shall, on Demand, pay to the Mayor and Commonalty and Citizens of the said City of *London* all Costs and Charges occasioned by the Removal thereof, and the same may be recovered from the said Company by an Action of Debt in any of His Majesty's Courts of Law at *Westminster*.

Payment to be made to the City of London for

VIII. And be it further enacted, That the said Company shall pay to the said Mayor and Commonalty and Citizens of the City of *London* the Sum of Five Pounds and Five Shillings as a Fine or Acknow-

Acknowledgment for the Liberty of cutting and digging the Bank or Wall and Shore and Bed of the River *Thames*, and of communicating therewith, and shall also pay to the said Mayor and Commonalty and Citizens, their Successors, Collectors, or Assigns for ever, an annual Rent or Sum of Five Pounds and Five Shillings after the said Bank or Wall and Shore and Bed shall be cut and dug and the Works completed; and such annual Sum is hereby charged upon and made payable by and may be recovered from the said Company by Action of Debt in any of His Majesty's Courts of Law at *Westminster*.

cutting into and communicating with the River *Thames*.

IX. Provided always, and be it further enacted, That nothing in this Act contained shall prejudice or derogate from the Estates, Rights, Privileges, Franchises, Jurisdiction, or Authority of the Mayor and Commonalty and Citizens of the City of *London* and their Successors, or the Lord Mayor of the said City for the Time being, or prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being, as Conservator of the River *Thames*, did or might lawfully claim, use, or exercise, nor authorize or empower the said Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the said River *Thames* or the Shore thereof, except so far as is herein-before mentioned.

Saving the Rights of the Corporation of *London*.

X. And whereas it is reasonable that the said Company, in consideration of the Expence they will be at in erecting and constructing the said Jetty, Causeway, and moveable Landing, should be enabled to raise and levy Tolls from Persons using the same; be it therefore enacted, That it shall and may be lawful to and for the said Company and the Directors thereof for the Time being, by themselves, or any of their Collectors, Farmers, Officers, or Servants, to ask, demand, receive, and take, of and from every Person who shall embark or land at, from, or upon the said Jetty, Causeway, and moveable Landing so as aforesaid to be constructed at or near the Western Extremity of the said Wharf, or (at the Option of the said Company or the said Directors) from the Master or Masters respectively of any Steam or other Passage Boats and Vessels, in respect of every Passenger landing or embarking at, on, or from the said Jetty, Causeway, and moveable Landing or Landing Place, the Toll or Tolls, Sum or Sums of Money which shall at any Time or from Time to Time be fixed and appointed by the said Company or by the Directors to be paid for or in respect of the same: Provided always, that such Toll or Tolls, Sum or Sums, shall in no Case exceed the Sum of Four-pence for or in respect of each Passenger respectively: Provided also, that nothing herein contained shall be deemed to authorize the said Company or the said Directors to demand or receive any higher or greater Toll of and from any Person or Persons using the Causeway so to be constructed at the Eastern Extremity of the said Wharf than may or might be demanded and received in respect of the existing Causeway, the Intent and Object of this Act being, that as regards the Tolls receivable by the said Company the last-mentioned Causeway shall be considered

Power to take Tolls.

as

as substituted for and standing in the Place of the Causeway so to be removed as aforesaid, and that the additional Toll or Tolls above mentioned shall be charged and payable in respect of the said Jetty, Landing Place, Raft, and the other new and additional Works and Conveniences so to be constructed as aforesaid at the Western End or Extremity of the said Wharf: Provided also, that no Person or Passenger charged for or who shall have paid Toll under this Act for landing at or embarking from the said Jetty shall be liable under the said recited Act to pay any Toll in respect of his or her personally landing at or embarking from the Wharfs of or belonging to the said *Hungerford* Market Company.

For preventing Obstructions.

XI. And be it further enacted, That the said Jetty, Causeway, and moveable Landing shall be under the absolute Control of the said Company or the said Directors; and that the said Directors may from Time to Time make such Regulations as they shall think fit to secure the convenient Use thereof, and to prevent any Nuisance or Obstruction taking place on the same: Provided always, that it shall and may be free and open to all Persons at all reasonable Hours and Times to use the same for the Purpose of landing at or embarking from the said Market or Wharf, upon duly paying or tendering such Toll or Tolls, Sum or Sums of Money, as shall or may from Time to Time be so fixed or appointed as aforesaid.

Powers of former Act extended to this Act.

XII. And be it further enacted, That all and every the Clauses and Powers in the said Act herein-before recited or referred to contained touching, concerning, or relating to the Regulation, Management, or Control of the said Market, Wharfs, or Causeway in the said Act mentioned, shall extend and apply to the Jetty, Causeway, moveable Landing or Landing Place, and other Works and Erections hereby authorized to be made, put, fixed, and executed; and that the said Company or the said Directors may make Rules and Regulations accordingly; and that all the Powers, Right, and Authority in the said Act contained for levying and collecting the Tolls and Sums of Money thereby authorized to be charged, taken, or received, and all Sums of Money which are or have been secured or charged upon the Tolls, Stallages, Rents, and Duties of or belonging to the said Company, shall extend to and over the Tolls or Sums of Money hereby authorized to be charged, taken, or received.

As to mode of collecting Rents, &c.

XIII. And whereas it has been found inconvenient to calculate and assess, collect and get in the several Rents, Tolls, Stallages, Wharfages, or Sums of Money authorized to be taken by the said Act, according to the strict or precise Mode which by the said Act and the Second Schedule thereto is or appears to be directed or prescribed touching or concerning such Rents, Tolls, Stallages, Wharfages, or Sums of Money, and Doubts have arisen whether the said Company or the said Directors may or are authorized to calculate and assess, get in or receive the said Rents, Tolls, Stallages, Wharfages, and Sums of Money in any other Way or Manner than according to the aforesaid strict Mode which by the said Act and Schedule is or appears to be directed and prescribed; be it therefore enacted, That it shall and may be lawful to and for the said Company

pany or the said Directors from Time to Time to alter and vary, in such Manner as to them shall seem fit, the Mode of calculating and assessing and taking such Rents, Tolls, Stallages, Wharfages, and Sums of Money, so as to enable them, when it may seem meet, to take such Rents, Tolls, Stallages, Wharfages, and Sums of Money, by Measure of the Articles or Things in respect of which the same are taken, instead of Weight, or Weight instead of Measure, or by a different Mode of weighing or measuring, and the like: Provided always, that nothing in this Clause contained shall extend to authorize the said Company or the said Directors to raise or levy any higher or greater proportionate Rents, Tolls, Stallages, Wharfages, Sum or Sums of Money, than they are authorized to raise or levy under or by virtue of the said Act recited or referred to, and the Schedules thereto annexed; and it is expressly declared, that this Clause is intended only to facilitate the Mode of collecting the said Rents, Tolls, Stallages, Wharfages, and Sums of Money, and not to raise or increase the same: Provided always, that any Person or Persons chargeable with or liable for or to any such Toll or Tolls, Rents, Stallages, Wharfages, Sum or Sums of Money as aforesaid, shall and may be at liberty to insist on having the Sums assessed, charged, and estimated according to the Provisions of the said recited Act and the Schedule aforesaid.

XIV. And whereas under the Authority of the said recited Act a certain Sum of Forty thousand Pounds due and owing from the said Company was and is charged and secured upon the Joint Stock and other Property of the said Company, and a further aggregate Sum of Thirteen thousand Pounds is or has been, under the Provisions of the said Act, secured or charged upon the Tolls, Stallages, Rents, and Duties of or belonging to the said Company; and it is expedient to invest the said Company with further and additional Powers of borrowing and securing Money than are conferred or given in and by the said recited Act; be it therefore enacted, That it shall and may be lawful for the said Company or the said Directors to borrow and take up at Interest, for the Purposes of the said recited Act or this Act, by way of Mortgage, or on Debentures, as herein-after mentioned, or by both or either of such Ways or Means, any Sum or Sums of Money not exceeding in the whole, together with the Money now due and owing from the said Company, the Sum of One hundred thousand Pounds.

Power to
borrow
Money,

XV. And for the Purpose of better enabling the said Company to take up and secure such Sum or Sums as aforesaid, be it enacted, That it shall and may be lawful to and for the said Company and they are hereby authorized from Time to Time to make and execute, and to join and concur in making and executing, either for a Term or Terms of Years or in Fee, One or more good and effectual Mortgage or Mortgages, with Power of Redemption, of all and singular the said Market and Market Place, and other Lands, Tenements, Hereditaments, and Premises purchased by the said Company for the Purposes of the said Act, or of any Part or Parts thereof, unto such Person or Persons as shall be willing to advance to them any Sum or Sums of Money on the Security of the same Market, Lands, Tene-

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cure same on
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ments,

ments, and Hereditaments, or of any Part or Parts thereof; and it is hereby declared, that all and every the Sum and Sums of Money so borrowed and secured shall respectively be charged upon the Joint Stock of the said Company, and upon the Tolls, Profits, and other Dues authorized to be taken by virtue of the aforesaid Act hereinbefore recited or referred to, and of this Act respectively, until the same shall be redeemed by the said Company; and any such Mortgage or Mortgages may, if the said Company or their Directors think fit, contain Powers of Sale in default of Payment of the Money to be thereby respectively secured.

or by De-
bentures.

XVI. Provided always, and be it further enacted, That it shall be lawful, from Time to Time and at all Times hereafter, to and for the said Company, or the Directors thereof for the Time being, to raise any Part or Parts of the said Sum or Sums of Money so authorized to be raised or borrowed as aforesaid, by borrowing or taking up, at an Interest not exceeding Five Pounds *per Centum per Annum*, any Sum or Sums of Money on and by the Issue of Debentures charged on the Estates and Effects, Rents and Profits of the said Company, and secured by Assignments thereof under the Common Seal of the said Company; and the said Company or the Directors thereof for the Time being are hereby fully authorized and empowered to assign over the Estates and Effects, Rents and Profits of the said Company, or any Part thereof (at the Costs and Charges of the said Company or otherwise), as a Security for any such Sum or Sums of Money to be so borrowed or taken up at Interest, to such Persons or Bodies, or their Trustees, as shall advance the same, by the following Words, or by Words to the like Effect; that is to say,

Form of
Assignment.

‘ Debenture, }
‘ No. . } BY virtue of certain Powers and Authorities vested in
‘ the *Hungerford* Market Company in and by a certain
‘ Act passed in the Year of the Reign of His Majesty
‘ King *William* the Fourth, the said Company, in consideration of
‘ the Sum of Pounds of lawful Money of *Great*
‘ *Britain* to the Treasurer of the said
‘ Company in hand paid by do assign
‘ unto the said , his, her, or their Executors,
‘ Administrators, or Assigns [*or* Successors and Assigns, *as the Case*
‘ *may be*], all and singular the Estates, Property, and Effects of the
‘ said Company, and the Rents and Profits thereof, and all the Estate,
‘ Right, Title, and Interest of the said Company, and of their Suc-
‘ cessors and Assigns, of, in, and unto the same, to hold unto the said
‘ , his, her, or their Executors, Adminis-
‘ trators, and Assigns [*or* Successors and Assigns], until the said
‘ Sum of , together with Interest for
‘ the same after the Rate of *per Centum*
‘ *per Annum*, payable half-yearly, shall be repaid, and the said In-
‘ terest being to be paid or provided for from Time to Time before
‘ any Dividend is or shall be made of the Rents and Profits of the
‘ said Undertaking. In witness whereof the said *Hungerford* Market
‘ Company have hereunto affixed their Common Seal this
‘ Day of One thousand eight hundred and .

And

And all Persons, Bodies Politic, Corporate, or Collegiate, Aggregate or Sole, to whom any such Debenture or Assignment shall be made or given, shall, as a Security in manner aforesaid for the Repayment of the Sum in such Debenture or Assignment respectively mentioned, and Interest, be entitled *pari passu*, without any Preference by reason of Priority of Assignment or on any other Account, to the Estate, Property, and Effects mentioned to be assigned in and according to the Proportion which the Sum in such Debenture or Assignment mentioned bears to the whole Amount of the Monies borrowed or raised and owing under the Authority of this Act by or on the Credit of such Debentures or Assignments, subject nevertheless and without Prejudice to the Rights and Interests of all Person or Persons having or lawfully claiming any Mortgage or Charge under the Authority of the said recited Act, and subject also and without Prejudice to such Mortgage or Mortgages as may or shall have been made under the Authority of this Act previously to the Issue or Execution of any such Debenture or Assignment as aforesaid.

XVII. And be it further enacted, That all and every Persons or Person, or Bodies Politic, Corporate, or Collegiate, Aggregate or Sole, to whom any such Debentures or Assignments shall be issued or made as aforesaid, or who shall be entitled to the Money thereby secured, may from Time to Time personally, or by Attorney thereunto lawfully authorized, transfer his, her, or their Right, Title, Interest, or Benefit to the Principal and Interest Money thereby secured to any Persons or Person, or Bodies Politic, Corporate, or Collegiate, Aggregate or Sole whatsoever, and may and shall make such Transfer thereof by an Indorsement on the Back of such Debenture, or by a separate Instrument in the following Words, or Words to the same Effect; (that is to say,) Power to transfer Debentures.

‘ I [or We] do transfer this Debenture [or a certain Debenture Form of Transfer.
 ‘ numbered _____, bearing Date the _____ Day
 ‘ of _____, and granted to _____ by the
 ‘ *Hungerford* Market Company, for securing the Sum of _____
 ‘ _____ and Interest], with all my [or our] Right and Title to
 ‘ the Estate and Effects thereby assigned, and to the Principal Money
 ‘ thereby secured, and to all the Interest Money now due or hereafter
 ‘ to become due thereon, unto _____ of _____, his, her, or their
 ‘ Executors, Administrators, or Assigns [or Successors and Assigns,
 ‘ *as the Case may be,*] in consideration of the Sum of _____
 ‘ paid by the said _____ unto me [or us, *as the Case may be*]. Dated
 ‘ this _____ Day of _____ One thousand eight hundred and _____’

But that all and every Transfer made or intended to be made shall, within Fourteen Days from the making thereof, be produced and notified to the Clerk of the said Company for the Time being, who shall enter the same or cause the same to be entered in a Book or Books to be kept for that Purpose, and for the doing thereof shall be entitled to and be paid such Fee as the said Directors shall from Time to Time appoint, not exceeding in respect of each Entry relating to each Debenture the Sum of Two Shillings and Sixpence; and after such Entry made, but not till then; every such Transfer shall entitle all and every such Assignee or Assignees, his, her, or their Executors, Administrators,

trators, or Assigns, to the Benefit of the Debenture so transferred and Payment thereon; and such Assignees respectively may transfer the same again, and so *toties quoties*; and it shall not be in the Power of any Persons who shall have made any such Transfer to make void, release, or discharge the same, or any Money thereby due or to become due, or any Part thereof.

Power to
pay off De-
bentures;

XVIII. Provided nevertheless, and be it further enacted, That the said Company or the Directors thereof for the Time being may at all Times pay off and discharge all such Debentures or Assignments, or any of them, or any Part or Parts thereof, when and as they shall think proper, upon giving Two Calendar Months Notice under the Hand of the Clerk of the Company for the Time being, or of such other Person as the Directors thereof from Time to Time may appoint, to the Persons then respectively entitled to the same, such Notice to be left at his, her, or their last known Dwelling House or Place of Abode, or upon giving Two Calendar Months public Notice in the *London Gazette* and One or more public Newspaper or Newspapers published in the Cities of *London* and *Westminster*; and at the Expiration of Two Calendar Months after such Notice given, and if the Principal Monies thereby secured, and all Interest then due thereon, shall not be claimed at the head or principal Office of the said Company for the Time being, pursuant to such Notice, then and in every such Case all Interest shall cease to be payable on the said Principal Monies to be secured by such Debentures or Assignments under this Act; but that the Holders of such Debentures respectively shall in no Case be entitled or be at liberty to require the same to be paid off and discharged unless the said Company shall be minded and desirous to pay off and discharge the same.

and again to
raise the
same
Amount.

XIX. Provided always, and be it further enacted, That in case the said Company or the Directors thereof for the Time being shall call in or pay off any Debenture or Debentures, Assignment or Assignments of the Rents and Profits, Estates or Effects of the said Company issued as herein-before mentioned, it shall be lawful for the said Company or the Directors for the Time being to raise or take up a Interest, on similar Debentures or Assignments, or by the Sale or Grant of similar Debentures, other Sum or Sums of Money for the Purposes of the said recited Acts and of this Act, but so that the whole Amount of the Sums or Sum of Money to be due and owing by the said Company on Debentures or otherwise shall not at any One Period of Time exceed the Sum of One hundred thousand Pounds, as before mentioned.

Debentures
to be of the
Nature of
Personal
Property.

XX. Provided always, and be it further enacted, That all Debentures issued, given, and granted under and by virtue of this Act shall be and be deemed Personal Estate and Effects, and not of the Nature of Real Property, and be transmissible accordingly.

Interest on
Debentures
to be paid
previous to
Dividends

XXI. And be it further enacted, That the Interest which shall from Time to Time become due half-yearly on and by virtue of any Debentures or Assignments to be issued and sold from Time to Time by the said Company or the Directors thereof for the Time being, by
virtue

virtue of this Act, shall be from Time to Time duly paid to the Persons-respectively entitled thereto, or Monies or Funds for the Payment thereof shall be provided and set apart by the Directors for the Time being of the said Company out of the Estates, Property, and Effects, or Rents, Income, and Profits of the said Company, before any half-yearly or other Dividends of the Income, Rents, and Profits of the said Company shall from Time to Time be paid to the Proprietors by virtue of the Provisions of the said recited Act or of this Act.

being declared.

XXII. And be it further enacted, That the Clerk for the Time being of the said Company shall enter or cause to be entered in a Book or Books to be for that Purpose kept at the head or principal Office of the said Company a Copy or Copies or Extract or Extracts of or from all Mortgages, Debentures, Assignments, or other Securities from Time to Time issued by virtue of this Act, and also of all Transfers thereof respectively notified to the Clerk of the said Company for the Time being, or other Persons duly appointed pursuant to the Directions herein contained, expressing in Words at length the Names, Surnames, Additions, Places of Abode, and Descriptions of all such Persons who shall from Time to Time be entitled to such Mortgages, Debentures, Assignments, and other Securities, or to whom the same or any of them shall from Time to Time be transferred, and the Days whereon the Interest of the said Debentures shall be respectively payable pursuant to the Directions of this Act.

Mortgages, &c. to be entered in Books of Company.

XXIII. And be it further enacted, That it shall be lawful for all and every the Persons or Bodies respectively possessing or entitled to any Mortgages or Debentures affecting or charged upon the Estates and Effects, Rents and Profits of the said Company, by virtue of this Act, for their greater Security and Satisfaction, at all seasonable and convenient Times to peruse and inspect and to make and take Extracts from all or any of the Book or Books herein-before directed to be provided and kept at the head or principal Office of the said Company for the Purpose of entering Copies or Extracts of or from the Debentures issued as herein-before mentioned, and of all Transfers and Assignments thereof respectively; and also to peruse and inspect; make and take Extracts from any Extract or Extracts of the Balance of the Accounts of the said Company, showing the State of the Debts and Credits of the said Company, and which shall be then in the Custody or Power of the said Company or Directors thereof, or the Clerk of the said Company for the Time being.

Liberty to inspect Books of Company.

XXIV. And be it further enacted, That it shall and may be lawful for the said Company or the said Directors, from Time to Time and at all Times, to pay off any or either of the Mortgages or other Securities so to be made or executed under the Authority of this Act, and to make and execute new and other Mortgages and Securities for any Part or Parts of the Sum or Sums so to be borrowed or taken up as aforesaid under the Authority of this Act: Provided always, that the Money due and owing in any Manner from the said Company shall in no Case and at no One Period of Time exceed the Sum of One hundred thousand Pounds, including the said Sums of Forty thousand

Power to pay off Mortgages and execute others within a limited Amount.

Saving of
the Rights
of existing
Mortgages.

sand Pounds and Thirteen thousand Pounds: Provided also, that nothing in this Act contained shall in any Manner be construed to limit or restrict any Power or Powers of borrowing, charging, or securing Money given or conferred in and by the said recited Act; nor shall in any Manner affect or alter the Right or Rights of any existing Mortgagee or Mortgagees, or other Person or Persons claiming by or under any Mortgage, Security, or Charge made under the Authority of that Act; and all Persons having or lawfully claiming any Mortgage, Security, or Charge heretofore made under the Authority of the said Act, shall, according to their respective Priorities, have a Preference over all other Mortgages, Securities, and Charges whatsoever.

As to Power
of granting
Leases.

XXV. And whereas Doubts have arisen as to the Extent of the Power of the said Company to grant Leases of the Lands, Tenements, and Hereditaments and Premises by them purchased or built under the Authority of the said Act for the Purposes of such Act, and it is expedient to grant to the said Company such Power of leasing as hereinafter mentioned; be it therefore enacted, That it shall and may be lawful to and for the said Company, their Successors or Assigns, from Time to Time, by Indenture under their Common Seal, to demise or lease all, every, or any Part or Parts of the said Market and Market Place, and the Messuages, Buildings, Shops, Stalls, and Sheds, by the said Company erected under or by Authority of the said Act, in and for the Purposes of the said Act, particularly the Messuages on the East and West Sides of *Hungerford Street* aforesaid, with their Appurtenances, and also all and every the Rents, Tolls, Stallages, Wharfages, and Profits by the said Act or by this Act authorized to be taken, unto such Person or Persons as to the said Company, or the said Directors acting on the Part of the said Company, shall seem meet, and who shall be willing to take the same, for any Term or Number of Years not exceeding the Term of Twenty-one Years from the making or granting thereof; so nevertheless that every such Lease be made to take effect in Possession, and not in Reversion or by way of future Interest; and so as no Fine or Premium, or any thing in the Nature of a Fine or Premium, be taken for the making or granting thereof; and so as in and by such Lease there be reserved and made payable the best or most improved yearly Rent that can reasonably be had or gotten for the respective Tenements and Premises, Rents, Tolls, Stallages, Wharfages, and Profits to be thereby demised; and so as in every such Lease there be contained a Covenant for Payment of the Rent thereby reserved, and a Proviso for Re-entry in case of Nonpayment of the Rent to be thereby reserved, or Nonperformance of the Covenants to be therein contained; and so as the Lessee or Lessees respectively of each such Lease be required to make and execute a Counterpart or Counterparts of the Lease or Leases to be to them granted, and be not by any express Words in such Leases respectively contained authorized to commit Waste, or exempted from Punishment for committing Waste, save only so far as Permission to pull down any Building for the Purpose of Repair may be construed a Permission to commit Waste; and that such Leases may and shall further contain such lawful Covenants as the said Company and their respective Lessees may agree upon, all which Covenants shall be good and valid.

XXVI. And

XXVI. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors, or the Directors thereof for the Time being, to dispose of such of the Shares authorized to be created in and by the said recited Act as now remain unsold or unappropriated, or such Part or Parts thereof as to the said Company or the said Directors shall seem meet, at and for such Price or Prices *per* Share, and to such Person or Persons, as the said Company of Proprietors or the said Directors shall from Time to Time think proper.

Company
may dispose
of unsold
Shares.

XXVII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

Public Act.

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