



# Salisbury Railway and Market House Act 1969

CHAPTER xviii

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ELIZABETH II



1969 CHAPTER xviii

Act to confirm an agreement between the Salisbury Railway and Market House Company Limited in liquidation and the mayor, aldermen and citizens of the city of New Sarum for the sale of the Market House, Salisbury, and certain other property; to relieve the Company of its statutory obligations to provide a market; to provide for the repeal of the enactments relating to the Company; and for other purposes.

[16th May 1969]

WHEREAS the Salisbury Railway and Market House Company Limited in liquidation (hereinafter referred to as "the Company") was originally incorporated by the Salisbury Railway and Market House Act, 1856 (hereinafter referred to as "the Act of 1856"), and in pursuance of the powers conferred by that Act the Company erected a Market House and subsequently a railway connecting the Market House with the main line between Salisbury and Basingstoke was constructed by the London and South-western Railway Company;

and whereas the Act of 1856 provided for the use of the Market House for the sale of corn, cheese, wool, meat, poultry, vegetables and general produce or merchandise and required the Company to appropriate part of the Market House as a corn

1864 c. xxi.

And whereas the Market House and railway were constructed but by the Salisbury Railway and Market House Company Act, 1864, the Act of 1856 was amended so as to restrict the use of the Market House to dealing in corn, cheese and wool:

And whereas in the course of time the traffic on the railway declined and the business carried on in the Market House diminished:

1948 c. 38.

And whereas on 5th May, 1965, the Company having complied with the requirements of Part VIII of the Companies Act, 1948, with respect to registration under the said Part was incorporated as a company limited by shares. In accordance with the certificate of incorporation and with section 389 of the said Act of 1948 the Company's name was, in effect, changed to that which it now bears:

And whereas by a special resolution of the Company passed in accordance with the said Act of 1948 at an Extraordinary General Meeting held on 31st December, 1965, it was resolved that the Company be wound up voluntarily and a liquidator (hereinafter referred to as "the liquidator") was appointed for the purposes of such winding up:

And whereas for many years the number of those using the Market House for trading purposes has declined and is likely to continue to decline and the facilities offered by the Company have not been fully utilised, regular cheese sales being discontinued in the year 1903 and regular wool sales being discontinued in the year 1940:

And whereas the cost of maintaining the Market House and the facilities for a market for the sale of corn thereat is no longer met by the tolls and charges for the use of the Market House authorised by the enactments relating to the Company:

And whereas the said railway was discontinued in the year 1962:

And whereas the mayor, aldermen and citizens of the city of New Sarum (hereinafter referred to respectively as "the Corporation" and "the city") have removed the cattle and other agricultural markets previously carried on in the Market Square near the Market House to a new site at Scamells Road in the city:

And whereas having regard to the decline in the business transacted in the Market House and to the discontinuance of the railway the Company entered into negotiations with the Corporation with a view to the Corporation establishing a new corn market at Scamells Road aforesaid which would take the place of the existing corn exchange in the Market House, but those

negotiations could not be brought to fruition because on an application by the liquidator to the Chancery Division of the High Court of Justice it was held that the Company by being incorporated under the said Act of 1948 could not adopt a memorandum and articles of association which would free the Company from the obligation imposed by the Act of 1856 to provide a corn exchange in the Market House:

And whereas the Corporation has entered into an agreement with the Company dated 1st August, 1968, under which, subject to obtaining the sanction of Parliament, the Market House and other property of the Company will be sold to the Corporation:

And whereas the Company has made arrangements with the Corporation for the continuance of the corn exchange at or near the Corporation's cattle market in Scamells Road aforesaid:

And whereas it is expedient and in the public interest that the said agreement should be confirmed and that the Company should be relieved of the obligation imposed by the Act of 1856 hereinbefore referred to:

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

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

(1) This Act may be cited as the Salisbury Railway and Market House Act 1969.

Short and collective titles.

(2) The Salisbury Railway and Market House Act, 1856, the Salisbury Railway and Market House Company's Act, 1864, and this Act may be cited together as the Salisbury Railway and Market House Acts, 1856 to 1969.

1856 c. xciii.  
1864 c. xxi.

(1) In this Act unless the subject or context otherwise requires—

Interpretation.

“the Company” means the Salisbury Railway and Market House Company Limited in liquidation;

“the Company's Acts” means the Salisbury Railway and Market House Act, 1856, and the Salisbury Railway and Market House Company's Act, 1864;

“the city” means the city of New Sarum;

“the Corporation” means the mayor, aldermen and citizens of the city.

(2) Any reference in this Act to any enactment shall be construed as a reference to that enactment as applied, extended, amended or varied by or by virtue of any subsequent enactment including this Act.

Confirmation of scheduled agreement.

3. The agreement dated 1st August, 1968, and made between the Company of the one part and the Corporation of the other part, a copy of which is set forth in the schedule to this Act, is hereby confirmed and made binding on the parties thereto.

Release from obligations as to Market House.

4. As from 1st January, 1970, the Company shall be under no obligation whether by virtue of the Company's Acts or otherwise to provide and maintain the Market House in the city authorised by those Acts or, at the Market House or elsewhere, a market for the sale of goods of any description and so much of the Company's Acts as imposes any such obligation is hereby repealed.

Repeal.

5. As from the date on which the Company is deemed to have been dissolved such of the provisions of the Company's Acts as are not repealed shall cease to have effect.

Costs of Act.

6. The costs, charges and expenses preliminary to and incidental to the preparing, applying for, obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company and may in whole or in part be defrayed out of revenue.

SCHEDULE

Section 3.

AGREEMENT made the first day of August One thousand hundred and sixty eight Between THE SALISBURY RAILWAY AND MARKET HOUSE COMPANY LIMITED IN LIQUIDATION whose Registered Office is situate at 14 Rolleston Street Salisbury in Wiltshire (hereinafter called "the Company") of the first part ALEXANDER FLETCHER of 2 Crown Chambers Bridge Street Salisbury the liquidator of the Company (hereinafter called "the Liquidator") of the second part and the MAYOR ALDERMEN AND CITIZENS OF THE CITY OF NEW SARUM (hereinafter called "the Corporation") of the third part

WHEREBY it is agreed as follows:—

1. The Company shall sell and the Corporation shall purchase the land and building known as the Market House Salisbury with a frontage to the Cheese Market of seventy eight feet or thereabouts and a depth therefrom of one hundred and eighty feet or thereabouts together with the piece of land to the west thereof and lying between the two branches of the river Avon measuring about one hundred and forty five feet from east to west and about one hundred sixty feet from north to south and all the right title and interest of the Company of and in the bed of the two branches of the river Avon hereinafter called "the Property").

2. The Property is sold subject to the Law Society's Conditions of Sale (hereinafter referred to individually by the designation "General Condition" together with the number thereof) so far as they are not modified by or inconsistent with these conditions and so far as they are applicable to a sale by Private Treaty.

3. The title to the Property shall commence as to the various parts thereof with the documents described in the sixteenth paragraph of the Affidavit of William Stuart Oglethorpe dated Tenth March One thousand nine hundred and sixty six filed in the Companies Court in Action Number 00150 of 1966.

4. The Company will convey as beneficial owner and the Liquidator as grantor in the Conveyance to the Corporation or its nominee that has not been done or knowingly suffered or been party or privy to any matter or thing whereby the Company is prevented from conveying the Property in accordance with this contract.

5. The purchase price for the Property shall be Ninety thousand pounds (£90,000) and the Corporation shall in addition to the purchase price pay to the Liquidator on completion the proper legal costs of the Company as vendor amounting to Three hundred and fifty five

pounds and the fees of the Company's Surveyor based on or of the Scales of Professional Charges of the Royal Institution of Chartered Surveyors amounting to Nine hundred and fifty pounds.

6. The Property is sold subject to the occupation of the Property by Salisbury Small Bore Rifle Club to an electrical wayleave dated Twenty ninth November One thousand nine hundred and fifty seven to all rights of support and percolating water and of similar easements to public and other rights of way along the river Avon to all rights affecting the river Avon and the therein belonging to riparian owners and others to the position the Town & Country Planning Acts and to all matters registered local land charges.

7. This Agreement is conditional upon all necessary consents including any necessary loan sanction being given for the carrying out of the provisions hereof.

8. The date for completion of this Agreement shall be either the Thirty first December One thousand nine hundred and sixty nine or date being forty two days after the date upon which all the conditions referred to in Clause 10 hereof shall have been fulfilled (whichever shall be the later). Provided that if after the expiration of twenty months from the date hereof any of the conditions referred to in Clause 10 hereof shall not have been complied with and if this Agreement shall not have been completed either party hereto shall be entitled to give one month's notice in writing given to the other (which notice shall specify the grounds upon which it is given) to determine this Agreement in which case this Agreement shall on the expiry of such notice as aforesaid be wholly determined and neither party shall be entitled to any compensation in respect thereof from the other.

9. The rate of interest payable for the purposes of the General Conditions 6 and 7 shall be five pounds per centum per annum or one per cent above bank rate for the time being in force whichever shall be the greater.

10. (1) As soon as is reasonably practicable after the date of the Agreement the Company and the Liquidator shall promote and there after diligently proceed with a Bill in Parliament to confirm this Agreement and will use their best endeavours to ensure that the Bill passes into law in the year One thousand nine hundred and sixty nine. The Corporation will not oppose the said Bill and will support the same by evidence or otherwise as circumstances may require.

(2) This Agreement shall be scheduled to the Bill and shall be subject to such alterations as Parliament may think fit to make thereon but if either of the Houses of Parliament makes or seeks to make an alteration in the Bill or this Agreement which will have the effect of altering the terms of this Agreement to a material extent and such

...ation is not agreed to by either the Liquidator and the Company  
...tion of the one hand or the Corporation on the other then on notice to  
...effect being given by the party or parties not agreeing to the  
...eration the Bill shall be withdrawn.

(3) If the Bill shall be rejected or shall fail to pass into law in the  
... One thousand nine hundred and sixty nine then unless otherwise  
...ced between the parties to this Agreement this Agreement shall be  
... and of no effect.

A. FLETCHER.

SIGNED by GEORGE RICHARDSON acting on behalf of THE MAYOR  
ALDERMEN AND CITIZENS OF THE CITY OF NEW SARUM.

GEO. RICHARDSON.

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