ANNO SEXTO

# GULIELMI IV. REGIS.

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## *Cap.* xiv.

## An Act for making a Railway from *Birmingham* to *Gloucester*, with a Branch therefrom.

[22d *April* 1836.]

WHEREAS the making a Railway from *Birmingham* to *Gloucester*, with a Branch Railway therefrom to *Cheltenham*, would be of great public Advantage, by opening an additional, cheap, certain, and expeditious Communication for the Transit of Passengers, Goods, and Merchandize between the large manufacturing Town and Neighbourhood of *Birmingham*, the Port of *Gloucester*, and the several intermediate and adjacent Towns and Districts: And whereas the several Persons herein-after named are willing at their own Expence to carry into execution the said Undertaking; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That *Samuel Baker*, *Samuel Bowley*, *Robert Canning*, *William Chance*, *William Seale Evans*, *William Fox*, *John Francis*, *Joseph Gibbins*, *John Greene*, *John Allis Hartland*, *Richard Harward*, *Samuel Haines*, *Samuel Kempson*, *John Kemp*, *Daniel Ledsam*, *William Lewis*, *James Lloyd* junior, *Francis Lloyd*, *Charles Mathias William Montague*, *Edward Tilsley Moore*, *James Pearson*, *Charles Sturge*, *Charles Stephens*, *James Maurice Shipton*, *George Talbot*, *Pearson Thompson*, *Harvey Berrow Tymbs*, *Joseph Walker*, *William Washbourn*, *Robert Wheeler* junior, *John Whitting-*

Proprietors incorporated.

*ham*, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they hereby are united into a Company for making and maintaining the said Railway and Branch Railway and other Works by this Act authorized, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The *Birmingham* and *Gloucester* Railway Company," and by that Name shall have perpetual Succession and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands to them for the Use of the said Undertaking, without incurring any Penalties or Forfeitures whatsoever, and shall also have Power again to sell and dispose of the said Lands in manner by this Act directed.

Rules for the Interpretation of this Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, the same shall be understood to include several Matters as well as One Matter, several Persons as well as One Person, and Females as well as Males; and where the Word "Lands" shall be used, the same shall be understood to include Tenements and Hereditaments; and where the Word "Corporation" shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word "Railway" is used, the same shall be understood to include the Branch Railway, Yards, Stations, Wharfs, and other Works hereby authorized to be made; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Company empowered to make the Railway and Works connected therewith.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway and Branch Railway herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plans and described in the Books of Reference deposited with the respective Clerks of the Peace for the Counties of *Warwick*, *Worcester*, *Gloucester*, and of the City of *Gloucester*; (that is to say,) commencing by a Junction with the *London* and *Birmingham* Railway at or near the Garrison in the Parish of *Aston juxta Birmingham* in the County of *Warwick*, and near to the Station of the *London* and *Birmingham* Railway Company, and terminating at or near the Basin of the *Gloucester* and *Berkeley* Canal in the Parish of *Saint Owen* in the City of *Gloucester* and County of the same City; and also a Branch Railway commencing at or near a certain Field in the Occupation of *Thomas Werrett*, situate in the Tithings of *Arle* and *Alstone* in the Parish of *Cheltenham* in the County of *Gloucester*, and terminating at or near a certain Nursery Ground at or near *Saint George's Terrace*, the said Termination being in the Tithing of *Alstone* and Parish of *Cheltenham*, or One of them, in the County of *Gloucester*; which said Railway and Branch Railway is or are intended to pass from, through, or into the several Parishes, Townships,

Townships, and Places of *Aston juxta Birmingham*, *Saltley* otherwise *Saltley and Washwood*, *Bordesley*, *Duddeston* and *Nechells*, *Deritend*, *Camp Hill*, *Highgate*, *Birmingham*, *Edgbaston*, *Tardebig*, or some of them, in the County of *Warwick*; *King's Norton*, *Highgate*, *Balsall Heath*, *Moseley*, *Moundesley*, *Rednall*, *Lea*, *Headley*, *Yardley*, *Northfield*, *Hay*, *Selly*, *Shenley*, *Bartley*, *Cofton Hacket* otherwise *Coston Hacket*, *Bromsgrove*, *Burcot*, *Patson*, *Bumford*, *Shipley*, *Fockbury*, *Woodcot*, *Timberhonger*, *Catshill*, *Chadwich*, *Alvechurch*, *Tardebig*, *Stoke Prior*, *Stoke Prior Over End*, *Stoke Prior Lower End*, *Dodderhill*, *Astwood*, *Impney*, *Wichbold*, *Hanbury*, *Mooreway End* otherwise *Moresend*, *Broughton*, *Woodrow*, *Hollow Fields*, *Hadsor*, *Droitwich*, *Saint Peter's Droitwich*, *Salwarp*, *Himbleton*, *Oddingley*, *Tibberton*, *Bredicot*, *Hindlip* otherwise *Henlip and Alcrinton* otherwise *Hindlip and Offerton*, *Whiston*, *Saint Martin's*, *White Lady Aston*, *Spetchley*, *Broughton Hackett*, *Churchill*, *Saint Peter the Great*, *Whittington*, *Norton juxta Kempsey*, *Kempsey*, *Stoulton*, *Saint Andrew* otherwise *Holy Cross Pershore*, *Wadborough*, *Pirton*, *Croome D'Abitot*, *Besford*, *Defford*, *Eckington*, *Breedon*, *Breedon's Norton*, *Westmancote*, *Breedon's Hardwick*, *Keynsham*, or some of them, in the County of *Worcester*; *Ashchurch*, *Northway* and *Newton*, *Natton*, *Homedown*, *Fiddington*, *Pamington*, *Aston-upon-Carrant*, *Walton Cardiff*, *Treddington*, *Bishop's Cleeve*, *Stoke Orchard* otherwise *Stoke Archer*, *Brockhampton*, *Southam*, *Woodmancote*, *Gotherington*, *Prestbury*, *Swindon*, *Cheltenham*, *Alstone*, *Arle*, *Westal*, *Naunton*, *Sandford*, *Redgrove* or *Grove Field*, *Staverton*, *Uckington*, *Boddington*, *Haydon* and *Withy Bridge*, *Badgeworth*, *Churchdown*, *Hucclecote*, *Parton*, *Pearton*, *Elmbridge*, *Barnwood*, *Upton Saint Leonard's*, *Wotton Saint Mary*, *Wotton Saint Catherine*, *Wotton*, *Barton Saint Mary*, *Barton Saint Michael*, *Longford Saint Mary*, *Longford Saint Catherine*, *Kingsholm Saint Mary*, *Kingsholm Saint Catherine*, *South Hamlets*, *Littleworth*, *Tuffley*, *North Hamlets*, or some of them, in the County of *Gloucester*; *Saint Michael*, *Saint Mary de Crypt*, *Saint Owen*, *Saint Mary de Lode*, and *Saint Catherine*, or some of them, in the City of *Gloucester* and County of the same City.

Plans and Books of Reference to remain in the Custody of the Clerk of Peace.

IV. And whereas Maps or Plans and Sections, describing the Line of the said Railway, and the Lands upon or through which the said Railway and the Works connected therewith are intended to be carried or made, together with Books of Reference thereto, containing Lists of the Names of the Owners or reputed Owners and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the Counties of *Warwick*, *Worcester*, *Gloucester*, and of the City of *Gloucester*; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference so deposited shall remain with and be kept by the said Clerks of the Peace respectively, and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections, and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan, Section or Book of Reference so inspected or referred to may be, for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said

said Books of Reference, after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, shall be and are hereby declared to be good Evidence in all Courts of Law or Equity or elsewhere.

New Plans and Book of Reference, authenticated by the Speaker, to be lodged with Clerks of the Peace.

V. And whereas since depositing the said Maps or Plans and Books of Reference certain Alterations of the Line of the said Railway as laid down upon such Maps or Plans have been agreed upon, with the Concurrence of divers of the Owners and Occupiers of the Lands through which such Deviations are to be made; be it therefore enacted, That Maps or Plans describing the Deviations of the said Railway as the same have been agreed to be deviated and altered, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall, together with Copies of amended Books of Reference for such Deviations, be deposited with the Clerks of the Peace for the respective Counties in which the said Deviations shall be respectively situated, to the end that all Persons may at all seasonable Times have Liberty to inspect the said Maps or Plans and Books of Reference so deposited, and to take Copies thereof or Extracts therefrom, at their Will and Pleasure, paying the Sum of One Shilling for every such Inspection, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans and Books of Reference, or any Copy thereof, or of so much or such Part or Parts thereof as shall relate to any Matter or Thing in question, certified by the said Clerk of the Peace or his Deputy to be a true Copy, shall be and is hereby declared to be good Evidence in all Courts of Law or Equity or elsewhere.

Unintentional Errors in Act, or Plans, or Books of Reference, not to prevent Execution of Act.

VI. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course, and upon or through, across, under, or over the Lands delineated on the said Maps or Plans, although such Lands, or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the Schedule to this Act annexed, or in the Books of Reference to the said Maps or Plans, if it shall appear to any Two or more Justices of the Peace for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester* (in case of Dispute about the same), and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties, Cities, and Places, as the Case may require.

Company not to use the Line to the Westward of Moseley Hall.

VII. And whereas in the Maps or Plans so deposited with the said Clerks of the Peace as aforesaid, Two Lines were delineated and laid down for that Part of the said Railway which is intended to pass through the Parish of *King's Norton* aforesaid, One of which Lines is in the said Maps or Plans delineated and described as passing to the Westward

Westward of *Moseley Hall*, and the other of which Lines is therein delineated or described as passing to the Eastward of the Village of *Moseley* in the said County of *Worcester*: And whereas it is intended that the said Railway shall be made and pass along the last-mentioned Line; be it therefore enacted, That nothing in this Act contained shall authorize or empower the said Company to make the said Railway or any Part thereof in or according to the said first-mentioned Line so delineated and described as aforesaid.

Tunnel to be made near Moseley Chapel.

VIII. Provided also, and be it further enacted, That in forming that Part of the said Railway which is intended to pass near *Moseley* Chapel the said Company shall and they are hereby authorized and required to form the same by means of a Tunnel, and not by open cutting; and that such Tunnel shall extend One hundred Yards at the least Northwards, and Fifty Yards at the least Southwards, from the Centre of the Highway leading from the *Birmingham* and *Alcester* Turnpike Road to *Moseley* Chapel.

Specifying a Deviation in the Parish of King's Norton.

IX. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company to construct the said Railway through the Land of *William Spurrier* in the Parish of *King's Norton* according to the Line delineated on the Maps or Plans thereof herein-before mentioned to have been deposited with the said Clerks of the Peace as aforesaid, without the Consent in Writing of the said *William Spurrier* or other the Owner or Owners of the said Land, but that the Line of the said Railway shall be carried on the Northern Side or back Part of the *Cotteridge House* and Outbuildings, being Part of or within the Curtilage situate in the Parish of *King's Norton* aforesaid belonging to the said *William Spurrier*, as the same is delineated on the Map or Plan thereof directed to be authenticated by the Speaker of the House of Commons as aforesaid: Provided always, that in making the said Deviation in the said Parish of *King's Norton* it shall not be lawful for the said Company to construct the said Railway through the Lands of *Matthias Attwood* in any Direction which will be more than One hundred Yards from the Line laid down in the Plan originally deposited with the Clerk of the Peace as aforesaid, without the Consent in Writing of the Owner and Occupier thereof first had and obtained.

Specifying a Deviation at Hadsor.

X. Provided also, and be it further enacted, That nothing in this Act contained shall authorize the said Company to construct the said Railway through the Estate of *John Howard Galton* Esquire in the Parishes of *Hadsor*, *Himbleton*, and *Oddingley* in the said County of *Worcester* according to the Line delineated on the Maps or Plans herein-before mentioned to have been deposited with the said Clerks of the Peace, but that so much of the said Railway as shall pass through or over the said Estate of the said *John Howard Galton* shall be made and carried to the Eastward of the *Worcester* and *Birmingham* Canal according to the Line delineated or described on the Maps or Plans to be authenticated by the Right Honourable the Speaker of the House of Commons, as herein-before mentioned.

Specifying a Deviation Line at Barnt Green.

XI. Provided also, and be it further enacted, That nothing in this Act contained shall authorize the said Company to construct the said Railway through the Estate of the Honourable *Robert Henry Clive* in the Parishes of *Cofton Hacket* and *Bromsgrove* according to the Line delineated in the Maps or Plans herein-before mentioned to have been deposited with the said Clerks of the Peace, but that so much of the Line of the said Railway as shall pass through or over the said Estate of the said Honourable *Robert Henry Clive* shall be made and carried on the Eastern Side of a certain House called *Barnt Green House*, occupied by *Robert Maughan*, according to the Line delineated or described on the Maps or Plans to be authenticated by the Right Honourable the Speaker of the House of Commons, as herein-before mentioned.

Specifying a Deviation at Brockhampton.

XII. Provided also, and be it further enacted, That nothing in this Act contained shall authorize the said Company to construct the said Railway through the Parish of *Bishops Cleeve* in the said County of *Gloucester* according to the Line delineated on the Maps or Plans herein-before mentioned to have been deposited with the said Clerks of the Peace, but that the Line of the said Railway shall be carried on the Western Side of the Village of *Brockhampton* in the same County according to the Line delineated or described on the Maps or Plans to be authenticated by the Right Honourable the Speaker of the House of Commons, as herein-before mentioned.

Company empowered to deviate from Plan to an Extent not exceeding 100 Yards.

XIII. And be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited and to be deposited with the Clerks of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards from the Line so delineated upon the said Plans, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Books of Reference, without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference; nor shall such Power to deviate as aforesaid authorize the said Company to take down or damage the House and Outbuildings of the said *William Spurrier*, or any of them, within the Curtilage aforesaid, nor to construct the said Railway on the Southern Side of the said Curtilage.

Limiting the Deviation through the Land of Mr. Isaac Anderton and others.

XIV. Provided also, and be it further enacted, That no Deviation shall be made from the Line of the said Railway delineated on the said Maps or Plans deposited with the Clerks of the Peace as above mentioned where the said Line passes through the Lands of *Isaac Anderton*, *Robert Edward Eden Mynors*, and *Edward Simpson*, Devisees in Trust named in the Will of the late *William Anderton* Esquire deceased, situate at *King's Heath* in the Parish of *King's Norton* in the County of *Worcester*, now or late in the several Occupations of *William John Jellycorse* and *Edward Clarke*, or One of them,

them, whereby or by means whereof the Line of the said Railway shall be brought more than Twenty Yards nearer to the Mansion or Dwelling House of the said *Isaac Anderton*, *Robert Edward Eden Mynors*, and *Edward Simpson*, situate at *King's Heath* aforesaid, late in the Occupation of *William John Jellycorse*, without the Consent in Writing of the said *Isaac Anderton*, *Robert Edward Eden Mynors*, and *Edward Simpson*, their Heirs and Assigns, first had and obtained.

For planting the Sides of the Embankment through Mr. Isaac Anderton's Land.

XV. And be it further enacted, That the said *Isaac Anderton*, *Robert Edward Eden Mynors*, and *Edward Simpson*, their Heirs and Assigns, shall have full Power and Liberty, at their own Costs and Charges, to plant the Sides of the Embankment of the said Railway through the Lands of the said Trustees in the Occupation of *Joseph Marshall* with Shrubs for the Purpose of Ornament, so as not to interfere with or prejudice the said Railway and Works: Provided always, that such planting shall be done under the Direction of the principal Engineer of the said Railway for the Time being, in order to prevent any Injury being done by such planting to the said Embankment or the said Railway.

Shrubs to belong to Mr. Isaac Anderton and others.

XVI. And be it further enacted, That all the Shrubs so planted shall belong to the said *Isaac Anderton*, *Robert Edward Eden Mynors*, and *Edward Simpson*, their Heirs and Assigns, who shall at all convenient Times have full and free Liberty to enter into and upon the Sides of the said Embankment for the Purpose of protecting and preserving such Plantations, and of pruning, cutting down, taking, and carrying away the same or any Part thereof, at their own Costs and Charges: Provided that no Cattle, Sheep, or Live Stock of any Description shall be suffered to graze or come upon any Part of such Embankment; and that the said *Isaac Anderton*, *Robert Edward Eden Mynors*, and *Edward Simpson*, their Heirs and Assigns, or their Tenants or Agents, shall not do any Injury or Damage to the said Railway.

For deviating the Line through the Estate of Mr. Langdale.

XVII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize the said Company to construct the said Railway through the Estate of *Marmaduke James Langdale* Esquire, situate in the Parish of *Stoke Prior* in the County of *Worcester*, called *Rye Fields*, according to the exact Line delineated on the Maps or Plans herein-before mentioned to have been deposited with the said Clerks of the Peace, but that so much of the Line of the said Railway as shall pass through or over the said Estate of the said *Marmaduke James Langdale* shall be made and carried so as to pass as nearly as may be along the lower Parts of the Fields through which it is delineated in the said Maps or Plans, and along the Lines of the Fences of such Fields, in such Manner as will do the least Injury by reason of the Severance of the said Estate.

Company not to take Part of the Property of Mr. Wilton

XVIII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize the said Company, their Successors or Assigns, to enter upon or take or use any Dwelling Houses, Buildings, or Land belonging to *John Pleydell Wilton* in the Parishes of *Saint*

without purchasing the whole.

*Saint Mary de Crypt* and *Saint Owen*, or either of them, in the City of *Gloucester*, without purchasing the whole of such Dwelling Houses, Buildings, and Land, except by and with the Consent of the said *John Pleydell Wilton*, or other the Owner or Owners thereof for the Time being, first had and obtained.

Company not to take Property of Gloucester and Berkeley Canal Company without their Consent.

XIX. Provided also, and be it further enacted, That nothing in this Act contained shall authorize the said Railway Company to take or use for the Purposes of this Act any Part of the Property of the *Gloucester* and *Berkeley* Canal Company situate at *Gloucester* aforesaid, without their Consent in Writing under their Common Seal for that Purpose first had and obtained, nor without the Consent of the Commissioners for the Issue of Exchequer Bills in aid of Public Works so long as any Debt may be owing to the said Commissioners from the said *Gloucester* and *Berkeley* Canal Company.

Houses and Gardens not to be used without Consent unless specified in the Schedule.

XX. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-five, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the previous Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in the said Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference.

Company may Contract with the London and Birmingham Railway Company for passing over a Portion of their Railway.

XXI. And whereas it is intended that the Railway hereby authorized to be made should communicate with the *London* and *Birmingham* Railway, and it is expedient that the said Company hereby incorporated should have Power to treat and agree with the said *London* and *Birmingham* Railway Company for the Use of so much of the Line of the last-mentioned Railway as shall lie between the said Point of Junction of the said Two Railways and the present or any future Termination at or near *Birmingham* of the said *London* and *Birmingham* Railway; be it therefore enacted, That, notwithstanding any thing in this Act or in any Act relating to the said *London* and *Birmingham* Railway Company contained, it shall and may be lawful to and for the said Two Companies and they are hereby empowered respectively to enter into such Agreements from Time to Time as they may think fit for the Admission and Regulation of the Traffic of the said *Birmingham* and *Gloucester* Railway upon the said Portion of the said Line of the said *London* and *Birmingham* Railway, upon such Terms, by way of Compensation for the Use thereof or otherwise, and under such Restrictions, as may from Time to Time be mutually agreed upon: Provided always, that in case any such Agreement shall be from Time to Time made as

aforesaid between the said Two Companies such Agreement shall be framed and made in such Manner as shall enable all Persons to use, pass, and traffic on the said Portion of the said *London* and *Birmingham* Railway, in such and the same Manner and upon the same Terms and Conditions as they are or may be enabled to use the Remainder of the said Railway under the Provisions of any Act or Acts relating thereto.

Not to interfere with the London and Birmingham Railway except as herein provided for.

XXII. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize the said *Birmingham* and *Gloucester* Railway Company, in making and constructing or maintaining the said Railway, to take or enter upon any of the Lands or Grounds belonging to the *London* and *Birmingham* Railway Company, or to alter, vary, or interfere with the said *London* and *Birmingham* Railway, or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the said *London* and *Birmingham* Railway Company in every Instance for that Purpose first had and obtained.

Not to vary the Point of Junction with the London and Birmingham Railway.

XXIII. Provided also, and be it further enacted, That the said *Birmingham* and *Gloucester* Railway Company, in constructing their said Railway, shall not deviate from the Line of the said Railway, or vary the Point of Junction with the *London* and *Birmingham* Railway at or near the Garrison in the Parish of *Aston juxta Birmingham* in the County of *Warwick*, where and as the same is delineated in the Plan deposited with the said Clerks of the Peace, without the Consent of the *London* and *Birmingham* Railway Company, under the Common Seal of the said last-mentioned Company, or in Writing under the Hands of any Five of the Directors of the said last-mentioned Company, first had and obtained.

Junction with London and Birmingham Railway to be approved by their Engineer.

XXIV. Provided also, and be it further enacted, That the Junction with the said *London* and *Birmingham* Railway hereby authorized to be made, and all such Openings in the Ledges or Flanches of the said *London* and *Birmingham* Railway as may be necessary or convenient for effecting such Junction, shall be made and effected under the Direction and Superintendence of the Engineer of the said *London* and *Birmingham* Railway Company, or other Person authorized by them for that Purpose, but at the Expence of the said *Birmingham* and *Gloucester* Railway Company.

Saving the Rights of the London and Birmingham Railway Company.

XXV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *London* and *Birmingham* Railway in and by Two several Acts relating thereto, the one passed in the Third Year of the Reign of His Majesty King *William* the Fourth, intituled *An Act for making a Railway from* London *to* Birmingham, and the other passed in the Sixth Year of the Reign of His said Majesty, intituled *An Act to enable the* London *and* Birmingham *Railway Company to extend and alter the Line of such Railway, and for other Purposes relating thereto*, but saving and reserving to the said

6 W. 4. c. 56.

said Company of Proprietors of the *London* and *Birmingham* Railway all the Rights, Privileges, and Franchises, and also saving all such Powers, Authorities, and Provisions in the said Acts respectively contained as if this Act had not been passed.

Power to treat for the Purchase of Lands.

XXVI. And be it further enacted, That it shall be lawful for the said Company to treat and agree for the Purchase of any Lands authorized to be taken and used by them as aforesaid, and of any subsisting Leases, Terms, Estates, and Interests therein and Charges thereon, or of such of them or such Part thereof as the said Company shall think proper.

Power to purchase Lands on Chief Rents.

XXVII. And be it further enacted, That it shall be lawful for any Person who shall be seised in Fee Simple in Possession of any Lands authorized to be purchased for the Purposes of this Act, and who shall be willing to sell the same Lands for a perpetual annual Rent Charge in lieu of a Sum in gross, to sell and convey the same Lands or any Part thereof unto the said Company for and in consideration of an annual Rent Charge payable by the said Company, their Successors and Assigns, to the Person so selling and conveying, and to his Heirs and Assigns; and all such Sales and Conveyances shall be made at the Expence of the said Company, and may be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (*videlicet,*)

Form of Conveyance.

'I of , in consideration of the Rent Charge to be paid to me, my Heirs and Assigns, as hereinafter mentioned, by the *Birmingham* and *Gloucester* Railway Company, established and incorporated by an Act of Parliament passed in the Sixth Year of the Reign of His Majesty King *William* the Fourth, intituled [*here set forth the Title of this Act*], do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereto belonging; and all such Estate, Right, Title, and Interest in and to the same and every Part thereof as I am or shall become seised of or entitled to, to hold the said Premises to the said Company, their Successors and Assigns, for ever, according to the true Intent and Meaning of the said Act, they the said Company, their Successors and Assigns, yielding and paying unto me, my Heirs and Assigns, One clear yearly Rent of , by equal quarterly, *or* half-yearly, [*as may be agreed on,*] Portions, henceforth on the [*stating the Days*], clear of all Taxes and Deductions. In witness whereof I have hereunto set my Hand and Seal the Day of in the Year of our Lord One thousand eight hundred and .'

And all such Conveyances, whether in the Form herein-before given or in any other Form, shall be valid and effectual to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed; but although the Terms shall be merged they shall in Equity afford the same or the like Protection or Priority as if they were assigned or kept on foot

in Trust for the Company, and to attend the Reversion and Inheritance.

Yearly Rents charged on Rates.

XXVIII. And be it further enacted, That all such yearly Rents or Sums as shall be agreed on between the said Company and the Parties interested in such Lands as aforesaid shall be charged on the Rates arising by virtue of this Act, and shall be paid by the said Company as the same shall become due and payable; and in case the same shall not be paid within Sixty Days next after the same shall so become due and payable, it shall be lawful for the Person to whom such yearly Rents or Sums shall be due and owing as aforesaid to sue for and recover the same from the said Company, with Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record; or otherwise to seize and distrain any Engines, Carriages, or other Goods or Effects of the said Company which shall be found upon the said Railway, or in or upon the Wharfs, Quays, Warehouses, or other Works thereto belonging (Information of such Distress being immediately given to the said Company by Notice in Writing), and to detain the same until Payment of such yearly Rents or Sums then due and owing, together with the reasonable Charges attending such Distress; and if such Distress shall not be redeemed within Ten Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Engines, Carriages, or other Goods or Effects so distrained shall and may be sold or disposed of in such Manner as the Law directs in case of a Distress for Rent.

Power to take Lands, &c.

XXIX. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Corporation or Person whatsoever, and to survey and take the Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use; and in or upon such Lands, or any Lands adjoining thereto, to bore, sink, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein, or otherwise, in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also, for the Purposes of and according to the Provisions of this Act, to make or construct, in, upon, across, under, or over the said Railway or other Works, or any Lands, Streets, Hills, Valleys, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passes, Conduits, Drains, Piers, Arches, Cuttings, and Fences as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses, during

during such Time as may be necessary for constructing Tunnels, Bridges, or Passages over or under the same, and also to divert or alter the Course of any Roads or Ways, or to raise or sink any Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway, and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway, for the Purpose of conveying Water from or to the said Railway; and also in or upon the said Railway, or any Lands adjoining or near thereto, to erect and make such Toll and other Houses, Warehouses, Yards, Stations, Engines, and other Works and Conveniences connected with the said Railway as the said Company shall think proper; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works, or any of them, and to substitute others in their Stead, and generally to do and execute all other Matters and Things necessary or convenient for constructing, maintaining, altering or repairing and using the said Railway and other Works by this Act authorized; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction, in manner herein-after mentioned, to all Corporations and Persons interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Provision for Deficiencies of Land Tax.

XXX. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes or Townships through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, from and after they shall have become seised and possessed, by virtue of this Act, of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax, unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax, be subject and liable from Time to Time to pay and make good, to or in aid of such several Parishes or Townships as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships, by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

Breadth of Land to be taken for the Railway.

XXXI. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth,

Breadth, except in those Places upon the Line of such Railway where a greater Breadth shall be judged necessary for Carriages to wait, load or unload, or to turn or pass each other, or for raising Embankments for crossing Valleys or low Grounds, or for Cuttings, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouse, Wharf, or other Erections and Buildings, and not in any Place exceeding Two hundred Yards on each Side of the Line of Railway, except at or near the Terminations of the Line of such Railway and Branch Railway within the Parishes or Hamlets of *Aston juxta Birmingham* in the County of *Warwick*, *Saint Mary de Crypt* and *Saint Owen* in the City of *Gloucester* and the County of the same City, and *Cheltenham* in the County of *Gloucester*, respectively, and except also on Commons, Downs, or Waste Lands, unless with the previous Consent in Writing of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining of greater Space.

Not to interfere with Warwick and Birmingham Canal Navigation.

XXXII. And whereas the said Railway is intended to be carried over the Line of the *Warwick* and *Birmingham* Canal, and it is expedient to make the following Provisions in consequence thereof; be it therefore enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Warwick* and *Birmingham* Canal Navigation, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or the Towing Path thereof, or any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein, or which may be taken for the Use of or which now supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated on the Maps or Plans of the said Railway deposited with the Clerks of the Peace for the several Counties through which the said Railway is intended to pass, by which Deviation the said Canal, or any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of or belonging to the said *Warwick* and *Birmingham* Canal Company, or any Part thereof, shall be taken, used, damaged, or interfered with, without the Consent of the said Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation, under their Common Seal, first had and obtained.

Company to erect a Bridge over the Warwick and Birmingham Canal.

XXXIII. And be it further enacted, That in carrying the said Railway over the said *Warwick* and *Birmingham* Canal the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Bridge over the said Canal, and the Towing Path thereof, with proper Approaches; and that the Span of the said Bridge between the Abutments thereof shall not be less than Fifty Feet in the clear, so as to include the Canal, the Towing Path, and the Offside Benching; and that no Part of the Soffit of the Arch of the said Bridge shall come within less than Ten Feet of the Top-water Level of the said Canal; and that no

Part of the said Arch over the Towing Path shall be less than Eight Feet above the said Top-water Level of the said Canal.

No Obstruction to be made to the Warwick and Birmingham Canal during the building or repairing the Bridge.

XXXIV. And be it further enacted, That during the Erection of the said Bridge, and at all future Times during any Repairs thereof, no Obstruction shall be occasioned to the Boats or Barges passing along the said Canal, or to the Towing Horses drawing the same, but that at all Times during such Erection or Repairs a Waterway of not less than Sixteen Feet, a Towing Path of not less than Eight Feet, and a clear Height of not less than Ten Feet from the Top-water Level of the said Canal shall be left for the Navigation of the said Canal; and that the said Bridge shall be constructed, as regards its Position, Form, and Dimensions, to the Satisfaction of the principal Engineer for the Time being of the said Company of Proprietors of the *Warwick* and *Birmingham* Canal.

Damages for obstructing the Warwick and Birmingham Canal Navigation.

XXXV. And be it further enacted, That if by reason or in execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the said Bridge, or if by any Act or Omission of the said Railway Company, or any of their Agents, Servants, or Workmen, the said *Warwick* and *Birmingham* Canal or the Towing Path thereof shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass, or shall be impeded in the Passage along the same, or in case the Space under the said Bridge shall at any Time be contracted so as to be less in Width or Height than is hereinbefore prescribed, then and in either of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation, as or by way of ascertained Damages, the Sum of Five Pounds for every Half Hour during which the said Obstruction shall continue on the said Canal: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the said *Warwick* and *Birmingham* Canal Navigation the further Sum of Ten Pounds for every Half Hour during which such Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of such respective Sums, or such Proportion thereof as shall become due, on Demand made of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the *Warwick* and *Birmingham* Canal Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the said Bridge over the said *Warwick* and *Birmingham* Canal, or any Part thereof, or the Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any of them, or any Part thereof respectively, shall not be kept in good and substantial Repair, it shall be lawful for the said Company of Proprietors of the said *Warwick* and *Birmingham* Canal Navigation to do the needful Repairs, and to recover the Amount of the Expences from the said Railway

Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Not to interfere with the Worcester and Birmingham Canal.

XXXVI. And whereas the said Railway is intended to be carried over the Line of the *Worcester* and *Birmingham* Canal in several Places, and it is expedient to make the following Provisions in consequence thereof; be it therefore enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Worcester* and *Birmingham* Canal Navigation, nor authorize or empower the said Railway Company to alter the Line or Level of the said Canal or the Towing Path thereof, or any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein, or which may be taken for the Use of or which now supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated on the Maps or Plans of the said Railway deposited with the Clerks of the Peace for the several Counties through which the said Railway is intended to pass, or on the Maps or Plans of the Deviations in this Act mentioned, by which Deviations the said Canal, or any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of or belonging to the said *Worcester* and *Birmingham* Canal, or any Part thereof, shall be taken, used, damaged, or interfered with, without the Consent of the said Company of Proprietors of the *Worcester* and *Birmingham* Canal Navigation, under their Common Seal, first had and obtained.

Company to erect a Bridge over the Worcester and Birmingham Canal.

XXXVII. And be it further enacted, That whenever the said Railway shall be carried over the said *Worcester* and *Birmingham* Canal the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Bridge over the said Canal and the Towing Path thereof, with proper Approaches, and that the Span of the said Bridge between the Abutments thereof shall not be less than Twenty-four Feet in the clear, so as to include the Canal and the Towing Path thereof; and that no Part of the Soffit of the Arch of the said Bridge shall come within less than Ten Feet Six Inches of the Top-water Level of the said Canal; and that no Part of the said Arch over the Towing Path shall be less than Eight Feet above the said Top-water Level of the said Canal.

Company not to obstruct the Worcester and Birmingham Canal.

XXXVIII. And be it further enacted, That during the Erection of any such Bridge, and at all future Times during any Repairs thereof, no Obstruction shall be occasioned to the Boats or Barges passing along the said Canal, or to the Towing Horses in drawing the same, but that at all Times during such Erections or Repairs a Waterway of not less than Sixteen Feet Six Inches in Width, a Towing Path of not less than Five Feet Six Inches in Width, and a clear Height of not less than Ten Feet Six Inches from the Top-water Level of the said Canal shall be left for the Navigation of the said Canal; and that every such Bridge shall be constructed, as regards its Position, Form, and

and Dimensions, to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Worcester* and *Birmingham* Canal.

Damages for obstructing Worcester and Birmingham Canal.

XXXIX. And be it further enacted, That if by reason or in execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of any such Bridge, or if by any Act or Omission of the said Railway Company, or any of their Agents, Servants, or Workmen, the said *Worcester* and *Birmingham* Canal or the Towing Path thereof shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass, or shall be impeded in the Passage along the same, or in case the Space under any such Bridge shall at any Time be contracted so as to be less in Width or Height than is herein-before prescribed, then and in either of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the *Worcester* and *Birmingham* Canal Navigation, as or by way of ascertained Damages, the Sum of Five Pounds for every Half Hour during which the said Obstruction or Contraction shall continue on the said Canal: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the *Worcester* and *Birmingham* Canal Navigation the further Sum of Ten Pounds for every Half Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of such respective Sums as shall become due, on Demand made of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the *Worcester* and *Birmingham* Canal Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster;* and in case any such Bridge over the said *Worcester* and *Birmingham* Canal, or any Part thereof, or the Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any of them, or any Part thereof respectively, shall not be kept in good and substantial Repair, it shall be lawful for the said Company of Proprietors of the *Worcester* and *Birmingham* Canal Navigation to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Company not to interfere with the Navigation of the River Avon.

XL. And whereas the said Railway is intended to be carried over the River *Avon* at or near *Eckington* or *Defford* in the County of *Worcester*, and it is expedient to prevent any Obstruction thereby to the Navigation and Waterway of the said River; be it therefore enacted, That all and every Bridge or Bridges which shall be erected by the said Railway Company over or across the said River *Avon* shall be erected with an Arch or Arches of such Dimensions in Height and Breadth as to leave the Navigation of the said River and the Waterway thereof as free in all respects as the same usually have been; nor shall the said Company, in the Erection of any such Bridge,

as aforesaid, injure, impede, or obstruct the Navigation of the said River *Avon*, or the Locks, Sluices, Weirs, or other Works belonging to the same; and that every such Bridge to be erected by the said Company as aforesaid shall be erected and built to the Satisfaction of the Engineer of the Owner or Owners for the Time being of the Lower Navigation of the River *Avon*, such Engineer to be paid for his Trouble by the said Railway Company.

Providing for Injury to Roads.

XLI. Provided always, and be it further enacted, That in all Cases wherein, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages or to the Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road (as the Case may require) to be set out and made instead thereof, as convenient for Passengers and Carriages as the said Road so to be cut through, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be; and where the Road cut through, raised, sunk, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made, and the principal Road shall be restored, within Six Calendar Months after the Commencement of the Operation.

Power to make Openings into Tunnels, but not to be made in public Highways.

XLII. And be it further enacted, That in case it shall be found requisite to form Shafts, Pits, Eyes, or Openings to or from any Tunnel to be made for the Purposes of this Act, it shall be lawful for the said Company to sink and construct such Shafts, Pits, Eyes, or Openings in such Places as the said Company shall think necessary; but such Shafts, Pits, Eyes, or Openings shall not be sunk or constructed in any public Highway.

Railway not to cross Turnpike Roads on a Level.

XLIII. And be it further enacted, That where the said Railway shall cross any Turnpike Road, either such Turnpike Road shall be carried over the said Railway or the said Railway shall be carried over the said Turnpike Road, at the Expence of the said Company, by means of a Bridge (where not otherwise provided for by this Act), of such Construction as is herein-after mentioned.

Railway not to cross Highways or Footpaths on a Level, unless by Consent.

XLIV. And be it further enacted, That where the said Railway shall cross any Highway or public Footpath, either such Highway or public Footpath shall be carried over the said Railway or the said Railway shall be carried over the said Highway or public Footpath, at the Expence of the Company, unless the Consent of the Inhabitants of the Parish, Township, or Place in which such Highway or public Footpath shall be situate, in Vestry assembled, shall be obtained to the said Highway or public Footpath being crossed on a Level.

Regulating Ledge of Railway in crossing public Roads.

XLV. And be it further enacted, That where the said Railway shall cross any public Highway other than a Turnpike Road on a Level, the Ledge or Flanch of such Railway, for the Purpose of guiding the Wheels

Wheels of the Carriages thereupon, shall not rise above nor sink below the Level of such Road more than One Inch.

Regulations as to Width and Height of Bridges for carrying the Railway over public Roads.

XLVI. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any public Carriage Road, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such Bridge shall not exceed One Foot in Thirteen Feet.

Regulating Ascent of Bridges for carrying public Roads over the Railway.

XLVII. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road, public Highway, or Occupation Road over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Fifteen Feet; and the Ascent of every such Bridge for the Purpose of such Turnpike Road shall not be more than One Foot in Thirty Feet, and for the Purpose of any public Highway not being a Turnpike Road not more than One Foot in Twenty Feet, and with respect to any private Carriage or Occupation Road not more than One Foot in Thirteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

For protecting Footpaths.

XLVIII. And be it further enacted, That whenever the said Railway shall cross any public Footpath not on a Level, and it shall be found necessary or expedient to alter such Footpath, the said Company shall raise or lower the said Footpath so as to preserve an Ascent or Descent, as the Case may require, of not more than One Foot in Thirteen Feet.

Where the Railway crosses any public Highways on a Level, Company to erect Gates on each Side.

XLIX. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway not being a Turnpike Road on a Level, the said Company shall erect and at all Times maintain a good and sufficient Gate on each Side of such Railway where the said public Highway shall communicate therewith; all which Gates shall be constantly kept shut by some Person to be appointed by the said Company, and which Person the said Company are hereby required to appoint, except during the Times when Persons, Cattle, or Carriages passing along the said public Highway shall have to cross such Railway, and then the same shall be opened for the Purpose of letting such Carriages pass through; and the Person intrusted with the Care of such Gate shall cause every such Gate to be shut as soon as such Carriages shall have passed through the same, under the Penalty of Forty Shillings for every Default therein.

Company to erect Gates, &c. for the Protection of adjoining Lands.

L. And be it further enacted, That the said Company shall at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect and from Time to Time maintain such and so many convenient Gates in, upon, or adjoining

joining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, shall, upon the Application of the Owner or Occupier of any Lands, judge necessary and appoint (in case there shall be any Dispute about the same), for the Use of the Owners or Occupiers of the respective Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, [illegible] and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or any of them, for the Space of Thirty Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands, who shall find themselves aggrieved by such Neglect or Refusal, to make and erect or (as the Case may require) to maintain and repair such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway, or any of the Works by this Act authorized to be made or constructed by the said Company, shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices, in case there shall be any Dispute about the same, shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made or erected, repaired or maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Fourteen Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made

made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, or in any Place or Manner at or in which the same would, if so erected or made, prevent, hinder, or obstruct the working or using the said Railway: Provided also, that the Power to cause such Gates, Bridges, Hollows, Arches, Culverts, Fences, Ditches, Drains, or Passages as aforesaid to be erected at the Expence of the said Company shall cease after the Expiration of Two Years after the Completion of the said Railway.

Owners of Lands empowered to erect Gates, &c. in case of Insufficiency of those erected by Company.

LI. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient, either in Number or Situation, for the commodious Use or Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request in Writing made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with the Consent of the said Justices, given after Summons to the said Company, and due Hearing of their Objection, to make, fix, and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, of the same or like Construction or Form with those made and erected by the said Company, in, upon, along, over, under, or by the Side of or leading to or from the said Railway, in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary: Provided always, that such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and

Passages

Passages shall be constructed under the Superintendence of and according to Plans and Specifications to be prepared by the Engineer to the said Company for the Time being, if the Directors thereof shall so desire it, the Execution of such Plans not involving a greater Expence than that incurred in the Execution of those adopted by the said Company in similar Cases.

Where Compensation is given in lieu of Gates, Bridges, &c. Parties not to cross the Railway.

LII. Provided always, and be it further enacted, That in every Case in which the Owner of any Lands or other Person by this Act capacitated to convey shall, in their Arrangements with the said Company, have received or agreed to receive Compensation for Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, instead of the same being erected or formed by the said Company for the Purpose of facilitating the Passage to or from either Side of the Land severed or divided by the said Railway, it shall not be lawful for any such Owner, or those claiming under him, to pass, and they shall for ever be prevented from passing or crossing, the said Railway from one Part to the other Part of their Lands so severed and divided, otherwise than by a Bridge, Arch, or Culvert to be erected in manner aforesaid at the Charge of such Owners.

For fencing off Railway through private Lands.

LIII. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, after any Land shall have been taken for the Use of the said Railway and other Works, to separate the same and to keep the same constantly separated from the Lands adjoining to such Railway and other Works with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, in case the Owners of such Lands adjoining to such Railway and other Works, or any of them respectively, shall at any Time desire the same to be fenced off, or in case the said Company shall think proper to fence off the same instead of erecting Gates across the same as aforesaid; and the said Company shall make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid (all such Gates being made to open towards such Lands, and not towards the said Railway); and in every such Case the Powers, Provisions, Directions, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences, and the Gates and Stiles in such Fences, as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, and Regulations were here repeated and enacted with respect to such Fences, Gates, and Stiles.

Company to make sufficient Drains, &c. to carry Water off adjoining Lands.

LIV. And be it further enacted, That the said Company shall and they are hereby required, from Time to Time, at their own Expence, to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before the making of the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands; and also to make proper Watering Places for Cattle in all

Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of easy and convenient Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can readily and lawfully be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required from Time to Time to make such and so many Watercourses and Drains by the Side of and along or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions and in such Manner, and with such proper and convenient Bridges over and Tunnels under the same respectively, as any Two or more Justices of the Peace for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester* shall from Time to Time judge necessary and appoint, (in case there shall be any Dispute about the same,) for the Purpose of conveying Water from such Rivers, Brooks, or Springs, or other Sources or Feeders, to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Fourteen Days Notice in Writing shall be given by or on behalf of any Owner or Occupier of Land adjoining or lying near to the said Railway, to the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired, according to the true Intent and Meaning of this Act, the said Company shall not proceed to make, or cleanse, maintain, and repair, as the Case may be, such Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, it shall be lawful for any such Owner or Occupier to apply for an Order in Writing to any Two or more Justices of the Peace for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, from Time to Time as often as there shall be Occasion; and the said Justices are hereby empowered, at their Discretion, to make and grant such Orders as aforesaid, enabling such Owners or Occupiers so applying to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly, and the reasonable Expences thereof (to be ascertained by such Justices) shall be defrayed by the said Company, and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Five Days after Demand thereof made upon the said Company, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

Allowing the Owners of adjoining Lands to make

LV. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands or upon the Lands of other

other Persons with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway, for the Purpose of passing with Horses and Carriages in or upon such Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway, for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid; provided also, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any inclined Plane nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons, and the said Company, as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace for the Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, whose Determination shall be binding, and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly: Provided always, that the Persons making such Branch Railways to communicate with or pass across the said Main Railway shall be subject to all such Bye Laws with respect to the Traffic upon the said Main Railway as shall from Time to Time be made by the Directors thereof.

Branches to communicate with Railway in convenient Places.

LVI. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining the said Railway from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and to use such first-mentioned Railway, Bridge, or Culvert for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, Bridge, or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company; and all such Railways, Bridges, and Culverts shall be made and erected, and from Time to Time repaired or renewed, under the Superintendence of the Engineer of the said Company, and according to Plans and Specifications to be submitted to and approved of by such Engineer previously to the commencing of such Railways, Bridges, and Culverts respectively: Provided always, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within the Space of One Calendar Month, then such Plan and Specification shall be submitted to Two Justices of the Peace for the Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of

Roads may be made across the Railway by the Owners of adjoining Lands.

of *Gloucester*, who shall make such Order therein as they shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall be thereby or by the Want of Repair thereof done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners for the Time being of the Land for whose Benefit any such other Railway, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same (in case of Refusal or Neglect to pay the same), within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, or by Action of Debt or on the Case, together with Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Gates opening upon the Railway to be shut and fastened after Persons have passed through them.

LVII. And be it further enacted, That all Persons opening any Gate set up at either Side of the said Railway shall and they are hereby respectively required, as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care, or which they may accompany, or to permit whose Passage the Gate shall be opened, shall have passed through the same, to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Where small Parcels of Land are intersected, the Company compellable to purchase the Whole.

LVIII. And be it further enacted, That if in the Execution of any of the Powers of this Act any Land shall be cut through and divided so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left on either Side of the said Railway, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or on either of the Sides of the said Railway, being less than Half a Statute Acre in Quantity as aforesaid, the Value thereof to be ascertained, in case the Parties differ about the same, in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or, in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he may require the said Company, at their own Expence, to throw the same into the adjoining Land of such Owner, by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner.

Empowering the Company to purchase Sixty Acres of Land for the Purpose of additional Stations, &c.

LIX. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Corporation or Person (who shall be willing to sell the same) for the Purchase of any Lands, not exceeding in the whole Sixty Statute Acres, in addition to the Lands herein-before authorized to be taken and used, in such Places as shall be deemed eligible, for the Purpose of making and providing additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Warehouses, and other Buildings and

Conveniences, for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized which the said Company shall judge requisite; and it shall be lawful for all Corporations and all other Persons, including especially such Corporations and Persons as are herein capacitated to sell and convey other Lands, and to release Rents and other Charges, for the Purposes of this Act, to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned or any of them, and to release Rents and other Charges thereon, or to enfranchise any such Lands being of Copyhold or Customary Tenure, in the same Manner as is herein directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works by this Act authorized.

Company authorized to sell Lands not required for additional Stations, &c. and afterwards to purchase other Lands for the same Purposes.

LX. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Warehouses, and other Buildings and Conveniences, as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner, and for such Considerations, and to such Persons, as the said Company shall think proper, and by Deed under their Common Seal to convey such Lands to the Purchaser thereof, and again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes last herein-before mentioned shall not exceed at any One Time the Number of Acres for those Purposes expressly specified or allowed in this Act; and in the meantime and until the said Company shall think proper to make such Sale it shall be lawful for the said Company to let such Lands or any Part thereof to any Person willing to become the Tenant thereof in such Manner and upon such Terms as the said Company shall think proper.

Persons under legal Disability empowered to sell and convey Lands.

LXI. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained, it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done

by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and (unless where they may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary or desirable to insert particular Provisions) may be according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

Form of Conveyance to the Company.

'I of
'in consideration of the Sum of
'to me [*or, as the Case may be*, into the Bank of *England*, in the
'Name and with the Privity of the Accountant General of the Court
'of Exchequer, *ex parte* "The *Birmingham* and *Gloucester* Railway
'Company," *or* to *A. B.* of
'and *C. D.* of
'Two Trustees appointed to receive the same pursuant to the Act
'after mentioned,] paid by the *Birmingham* and *Gloucester* Railway
'Company established and incorporated by an Act of Parliament
'passed in the Year of the Reign of His Majesty King *William*
'the Fourth, intituled [*here set forth the Title of this Act*], do hereby
'convey [*or, in Cases of Copyhold or Customary Lands requiring Sur-*
'*render*, do hereby agree to surrender] to the said Company, their
'Successors and Assigns, all [*describing the Premises to be conveyed*
'*or agreed to be surrendered*], together with all Ways, Rights, and
'Appurtenances thereunto belonging, and all such Estate, Right,
'Title, and Interest in and to the same and every Part thereof as I
'am or shall become seised or possessed of, or am by the said Act
'capacitated or empowered to convey or surrender; to hold the said
'Premises to the said Company, their Successors and Assigns, for
'ever, according to the true Intent and Meaning of the said Act.
'In witness whereof I have hereunto set my Hand and affixed my
'Seal the Day of in the Year
'of our Lord .'

And all Conveyances and Agreements to surrender, whether in the Form herein-before given or in any other Form, shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Estates, Interest or Interests so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as they would have afforded at Law if they had been assigned and kept on

foot

foot in Trust for the Company, and to attend the Reversion and Inheritance.

Restraining Company from purchasing more than Sixty Acres of Land for additional Stations from incapacitated Persons.

LXII. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase of Persons and Corporations willing to sell the same Sixty Statute Acres of Land, by virtue of this Act, for the Purpose of providing additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Warehouses, and other Buildings and Conveniences, and all Corporations and Persons whomsoever are empowered to sell such Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Corporations, or from Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same, or from any other Corporations or Persons being under legal Disability or Incapacity, in lieu of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee or Feoffee in Trust for charitable or any other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than such Sixty Statute Acres; and in case the said Company shall purchase such Sixty Statute Acres from any Corporations or other Persons under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Sixty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Corporation or Person being under legal Disability or Incapacity, nor for the same nor for any other Corporation or Person being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Sixty Statute Acres or Land, or any Part thereof, so sold or disposed of by the said Company.

Conveyance of Copyholds.

LXIII. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or Parcel according to the Custom of such Manor, which Surrender shall and may be made by all Corporations and Persons by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect in respect of such Copyhold or Customary Estates and Interests as such Conveyance as aforesaid made by the same Corporation or Person would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Corporation or Person, or Freehold Lands which the same Corporation or Person is by this Act empowered or authorized to convey, and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable

payable and of Right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties (and which Agreement all Lords of Manors and other Corporations and Persons by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into), shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall so be sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

Lords of Manors under Disability empowered to enfranchise.

LXIV. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or Parcel, and whether an Individual or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Lady whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee, to contract for, and the several Corporations and Persons aforesaid are hereby empowered to contract for, the Enfranchisement of and to enfranchise such Copyhold or Customary Lands by such or the like Form of Conveyance or by a Conveyance to the like Effect as by this Act is directed or authorized to be used in Cases of the Conveyance of Lands; and in case such Lord or other

other Corporation or Person hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall, in case the Parties differ about the same, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Regulation for Apportionment of Rents of Copyholds.

LXV. And be it further enacted, That the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Lands of which a Part only shall be taken for any of the Purposes of this Act, in case the same shall not be settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Appointment or Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lord of the Manor whereof the same Copyhold or Customary Lands are held or Parcel; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held, or the Remedies for the Recovery of the Rent for the same after the Apportionment thereof.

Waste Lands to be conveyed by the Lords of Manors.

LXVI. And be it further enacted, That in all Cases wherein, in the Execution of the Powers of this Act, there shall be Occasion to take or use any Common or Waste Land, or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Corporation or other Person having such Estate or Interest in the Manor wherein such Common or Waste Land or other Lands shall be situate (or if the same shall not be the Waste of any Manor, then having such Estate or Interest in the Soil of the said Lands,) as the Corporations and Persons who are by this Act enabled to sell other Lands have in such Lands, (and which Conveyance may be of the like Form or to the like Effect as by this Act is directed to be used in the Case of Conveyances of other Lands,) shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land or other Lands as aforesaid (and which, in case the Parties differ about the same, shall be determined by a Jury in like Manner as by this Act is directed in other Cases of the like Nature,) shall

shall be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof shall direct: Provided always, that in all Cases in which the said Churchwardens are empowered to receive such Compensation as aforesaid the Notices by this Act required to be served on the Owners or Occupiers of Land required for the Purposes of this Act may be served on the said Churchwardens, who shall have Power to treat and agree with the said Company touching the Amount; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised or enjoyed out of any other Lands than any such Common or Waste Land or other Land, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise, as the Case may require, shall be deposited in the Bank of *England* in manner by this Act directed in Cases of other Lands taken by the said Company: Provided also, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where the Lord of such Manor (if any) does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Lands or other Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands (whether vested absolutely in them, or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act,) shall entitle such Freeholders to Common Right in or over such Common or Waste Lands or other Lands, and whose said Lands in the Rate for the Relief of the Poor shall amount in yearly Value to Three Fifth Parts at the least of the Whole of the Lands which have such Common Right, shall also in like Manner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of or of so much and such Part of such Common or Waste Lands or other Lands as they may from Time to Time require or take, free from all Rights of Common and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

**Where Commoners exceed Twelve in Number, a Meeting to be called.**

LXVII. And be it further enacted, That in all Cases where the Parties entitled to any such Commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid shall exceed Twelve in Number it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement, to be inserted Twice at least in some Newspaper circulating in the County or respective Counties in which such Lands shall be situate for the Purpose of appointing, and which Meeting shall have Power to appoint, a Committee to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights; and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have

have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and all Matters and Things relating thereto, for and on behalf of themselves and all other Parties interested therein (who shall be bound and concluded thereby), and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying to the said Company the Lands in respect of which such Compensation shall be received: Provided always, that no Meeting shall be effectual for the Purposes aforesaid unless at least Eight of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or being held shall not appoint a Committee as herein-before directed, or if such Committee being appointed shall fail to agree with the said Company, the Amount of such Compensation as last herein-before mentioned shall be determined by the Verdict of a Jury in manner herein-after directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury, as is hereby authorized, the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual or last known Places of Abode, or with any Occupier of the Lands over which such Commonable or other Rights shall extend, or in case the same shall be unoccupied then affixed upon some conspicuous Part of such Lands.

Power to purchase the Release of Lands wanted, from Rents charged thereon.

LXVIII. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall be subject, solely, or jointly with other Lands not intended or wanted to be purchased, to or with any Rent Service, Rent Charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased or wanted or intended to be purchased from such Rent, Payment, or Incumbrance, and also (where necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum as shall be agreed upon between the said Company and the Party who under the Provisions of this Act shall agree to sell or apportion the same, and which Agreement may be entered into by all Corporations and other Persons by this Act authorized and empowered to sell or convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury, if required, in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof, which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands purchased or wanted or intended to be purchased, and shall also (where necessary or convenient) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment, or Incumbrance as herein-before is mentioned, according to the respective Values of the Lands purchased or wanted or intended to be purchased, and of the Lands not purchased or wanted or intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between or to the said Company and

any

any such Party as aforesaid respecting such Release (and which may be of the like Forms or to the like Effect, *mutatis mutandis*, as by this Act are directed to be used in the Case of Conveyances of Lands) shall be valid and effectual in the Law, and shall extinguish the whole or a proportionate Part of such Rent, Payment, or Incumbrance (as the Case may be): Provided always, that where the Party entitled to such Rent, Payment, or Incumbrance shall consider the remaining Part of the Lands so jointly subject a sufficient Security for such Rent, Payment, or Incumbrance, and shall be willing to release the Land so purchased by the said Company therefrom, then and in such Case it shall be lawful for the Party entitled by this Act or capacitated to apportion such Rent, Payment, or Incumbrance, or to release the Lands so purchased therefrom, with the Consent of the Owner of the Lands so purchased, and also of the Owner of the Lands so jointly subject as aforesaid, to release the Lands so purchased as aforesaid from the Rent, Payment, or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining only and exclusively subject to the whole of such Rent, Payment, or Incumbrance, in like Manner and with the like Remedies as if such Rent, Payment, or Incumbrance had been originally charged solely upon the Lands which shall not be so purchased as aforesaid; Provided also, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall in the Case of Apportionment be charged only with the Remainder of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Title to the remaining Rent, or the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released, or when Part of the Land originally charged therewith shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance (if any) shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts.

Mortgagees to convey to the Company.

LXIX. And be it further enacted, That all Corporations and Persons having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust, and whether in Possession thereof by virtue of such Mortgage, or not) shall, on Tender by the said Company, or by any Person by them authorized, of the Principal Money and Interest

 due

due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, immediately alien, release, assign, or transfer such mortgaged Premises to the said Company, or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, or Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyances of Lands, or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then, upon Payment of the Principal Money and Interest, and the just Costs (if any), due on any such Mortgage as aforesaid, into the Bank of *England*, at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or, in lieu of such Notice and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

Directing in what Manner Disputes between the Company and certain Mortgagees shall be settled.

LXX. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or, as the Case may be, of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation, if any, for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands, on the

one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend; and such Mortgagee shall thereupon alien, release, assign, or transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid; or in case of his neglecting or refusing to alien, release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England*, to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from Principal and Interest, Costs, and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession thereof, to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or be entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof, in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage, at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Company not to claim Mines, &c. under Lands purchased.

LXXI. Provided always, and be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Land purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may be necessary to be dug or carried away or used for the Purposes of this Act, or as may be found not deeper than the Line of the Section of the said Railway, unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company; but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines

Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid, shall, unless the contrary be expressed, be deemed to be excepted out of the Purchase and Conveyance of such Lands, and may, subject to the Restrictions herein-after contained, be worked by the respective Owners or Lessees thereof under the said Lands, or the Railway or other Works of the said Company, as if this Act had not been passed; provided that in the working of such Mines or Minerals no Damage be wilfully done to the said Railway or Works, and that the said Mines and Minerals be not worked in an improper Manner.

Owners of Mines to give Notice to the Company of their Intention to get, and Company to have Liberty to purchase.

LXXII. Provided always, and be it further enacted, That when and so often as the Proprietor, Lessee, or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals lying under the said Railway and Works or any of them, or within the Distance of Fifty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company, under his Hand, of such Intention, at least Twenty-one Days before he shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect or cause such Mines to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase of and to purchase any such Mines or Minerals, or any Part thereof, the getting and working of which may appear to the said Company likely to prejudice or damage the said Railway or other Works; and in case the said Company, and such Proprietor, Lessee, or Tenant, do not agree as to the Amount or Value of such Mines or Minerals, the same shall be ascertained and settled by the Verdict of a Jury, as is herein directed with respect to the Lands which may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not before the Expiration of such Twenty-one Days, declare their Desire to purchase the said Mines, and do not treat with such Proprietor, Lessee, or Tenant for the same, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines and he is hereby authorized to work and get such Part of the said Mines as lie under the said Railway and Works, or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby, unless such Damage be wilfully done, or caused by the working of the said Mines in an improper Manner.

If Company purchase Mines, the Owners of Mines adjoining on each Side the Railway may make Communications.

LXXIII. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines or Minerals under the said Railway, or within the Distance of Fifty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines, such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased, to cut and make such and so many Airways, Headways, Gateways, Water Levels, or other Openings through the Mines or Strata so purchased by the said Company as may be requisite or convenient to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, get, and draw away the Mines and Minerals

Minerals on each Side of the Mines and Minerals so purchased as aforesaid, the requisite Number of such Airways, Headways, Gateways, Water Levels, or other Openings, and the Dimensions thereof, and the Rate or Price to be paid for the Mines or Minerals worked or obtained therefrom, in case the Parties differ about the same, being settled and decided by Two competent Persons, one to be appointed by the said Proprietor, Lessee, or Tenant, and the other by the said Company; or if either such Proprietor, Lessee, or Tenant, or the said Company, shall, for Twenty Days after being required, neglect or decline to appoint such competent Persons, or if such competent Persons, being appointed, shall, for Thirty Days after their Appointment, fail to agree upon the Matter referred to them, then the same shall be referred to the Decision of any Two Justices of the Peace for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, whose Decision shall be binding; and such Justices are hereby authorized and empowered and required, at the Request of either Party, to take cognizance of all such References, and to act therein accordingly: Provided always, that no Airway, Headway, Gateway, Water Level, or other Opening shall be of greater Dimension or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company, for all Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, Water Level, or other Opening, at the same Rate or Price at which the said Company shall have purchased and paid for the said Mines: Provided also, that no Airway, Headway, Gateway, Water Level, or other Opening shall be so cut and made as in any way to injure the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway; and it shall be lawful for such Two competent Persons, or for such Justices, or any other Person or Persons by their Direction or Authority, to enter and inspect the Works and Mines of the Person who shall make or purpose to make such Airways, Headways, Gateways, Water Levels, or other Openings, in order to obtain Evidence or Information for their Guidance.

Method of discovering when Mines are working under the Railway.

LXXIV. And for the better ascertaining whether any such Mines are being worked or gotten, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works, or any of them, be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the said intended Railway and other Works shall pass, wherein any such Mines shall be found, or shall be working or supposed to be working, and likewise to enter into and return from any Coal Pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling, Ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, who are hereby required to furnish the same, and to view, search, bore, dig, measure, latch, and use all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that

any such Mines have been worked or got contrary to the Directions of this Act, it shall be lawful for the said Company to give Notice to the Proprietors, Lessees, or Tenants of any such Mines who have so worked or got the same contrary to the Directions of this Act respectively to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Railway, and use due Diligence in effecting the same, to the Satisfaction of the said Company or their Engineer, then and in such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Proprietors, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company, from such Proprietor, Lessee, or Tenant who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be applied for the Purposes of this Act.

No Shaft to be sunk on the Railway.

LXXV. And be it further enacted, That no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the Line of the said Railway or Works; but it shall be lawful for any Proprietor, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to fix all such Ropes, Chains, Connection Rods, and other Matters as may be necessary for working the said Mines, in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway; provided that by so doing such Proprietor, Lessee, or Tenant do not injure such Railway or Works, or interrupt in any Manner the free Passage upon or along the same.

Parties to deliver a Statement of their Estates and Claims within One Calendar Month after Notice given of the Intention of the Company to take Lands.

LXXVI. And be it further enacted, That on or before the Expiration of One Calendar Month next after Notice in Writing from the said Company, or their Agent duly authorized, of their Intention to take or use any Lands, or any Part thereof, for the Purposes of this Act, shall have been given to any Corporation or Person seised, possessed of, or interested in or authorized by this Act to accept and receive Satisfaction and Compensation for the Value of the same, or any Estate, Share, or Interest therein or Charge thereon, or for any Injury or Damage sustained on account of the Execution of this Act, such Corporation or Person shall deliver or cause to be delivered at the Office of the said Company a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which they or he claim to be entitled to, or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained by them or him, and of the Amount of the Sum of Money which they or he may expect and be willing to receive in satisfaction and compensa-

tion for the Value of such Estate, Share, Interest, or Charge, and for such Injury or Damage respectively.

Satisfaction to be made for Lands taken for Railway.

LXXVII. And be it further enacted, That all Corporations, Persons, and other Parties by this Act capacitated to sell and convey any Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands through, over, under, or upon which the said Railway and other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act are contained as to the Payment thereof, accept and receive Satisfaction or Recompence for the Value of such Lands, or of the Interest therein by them conveyed; and also Compensation for any Damage by them sustained by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations, Persons, or other Parties, by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, Recompence, or Compensation, the same respectively, or either of them, concerning which they do not so agree, shall be ascertained and settled by the Verdict of a Jury, if required, as herein-after is directed.

In case the Parties refuse or are incapable to treat, the Value of the Land and the Damages to be settled by a Jury.

LXXVIII. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled, and capacitated to sell, agree, convey, or release as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid; or if any of the Parties entitled to receive such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury; or if any of such Parties as aforesaid shall (for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or some Officer of any such Corporation, or at the Office or Place of Business of such Corporation, or to any of such Trustees or Persons respectively, or left at his last usual or last known Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act) neglect or refuse to treat or shall not agree with the said Company for the Sale, Con-

veyance, Release, Assignment, or Transfer of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey, release, assign, or transfer therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement, Conveyance, Release, Assignment, or Transfer as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, or of the Share, Interest, or Charge which they may claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made; then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise; or in case such Sheriff or his Under Sheriff shall be One of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any way interested in the Matter in question, then to any of the Coroners of such County not interested as aforesaid; or if all the Coroners shall be so interested, then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not be interested as aforesaid (a Person having more recently served either Office being always preferred, and who is hereby enabled and directed to act in the Premises); commanding such Sheriff or Coroner or other Person to impannel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impannel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster* or at Nisi Prius; and the Persons so to be impannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* or at Nisi Prius are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can be speedily procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve;

Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Requisition in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall, upon their Oaths, or, being Quakers, upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further wholly obviated, removed, or repaired by them; which Satisfaction, Recompence, or Compensation for such Damage and Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Corporations and Persons whatsoever: Provided always, that in such Inquiry the Corporation or Person claiming Compensation shall be Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Fourteen Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, either by delivering such Notice to such Party, or by leaving the same at his usual or last known Place of Abode, or with the Clerk or Agent or some Officer of the Corporation, or at the Office or Place of Business of such Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damage to which any such Question shall arise.

Compensation Money to be apportioned.

LXXIX. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required by either Party, to settle what Shares and Proportions of the Purchase Money or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, by way of Lease or otherwise, for his Interest therein.

LXXX. And

Verdicts to be recorded.

LXXX. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be deposited with and kept by the Clerk of the Peace for the County or Place in which the Matter of Dispute shall have arisen among the Records of the Quarter Sessions for such County or Place, and shall be deemed Records to all Intents and Purposes, and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever, and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty upon Sheriffs, &c., Jurors, or Witnesses making default.

LXXXI. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse (the Reasonableness of such Excuse to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person herein-before authorized as aforesaid), shall forfeit and pay for every such Offence to the Party for whom or on whose Account such Jury or Witness shall have been summoned any Sum not exceeding Twenty Pounds; all which said Penalties and Forfeitures shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County, City, or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

Jurors to be under the same Regulations as those of the Courts at Westminster.

LXXXII. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster* or at Nisi Prius; and all Persons who, in any Examination to be taken by virtue of this Act upon their Oath, or being Quakers upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner,

Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Expences of Jury how to be paid.

LXXXIII. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Satisfaction, Recompence, or Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs of summoning such Jury, and the Expences of Witnesses and of the Bond to be entered into as after mentioned, shall be defrayed by the said Company; and such Costs and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Twenty Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County, City, or Place where such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, One Moiety of the said Costs and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which, by reason of Absence in Foreign Parts or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs and Expences shall be borne and paid by the said Company.

Persons requesting Juries to enter into Bonds to prosecute the Complaint and to pay Expences.

LXXXIV. And be it further enacted, That all Parties with whom the said Company shall have any such Dispute, and who shall require a Jury to be summoned as aforesaid, shall, at their own Costs, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond, with Two sufficient Sureties, to the said Company, in a Penalty of One hundred Pounds, to prosecute their Complaint, and to bear and pay their Proportion of the Costs

and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon them.

Notice of Injury to be given to the Company before Complaint.

LXXXV. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, without the Consent of the said Company, to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on the Behalf of the Corporation or Person making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company Fourteen Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Tenants at Will or for Years to quit Lands after Notice.

LXXXVI. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Premises to the said Company, or to such Person as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company, or left at the last usual or last known Place of Abode of such respective Tenants or Lessees or Persons in Possession, or left upon the said Premises, or at such other Time after the Expiration of Six Calendar Months as the said Company shall in such Notice require, whether such Notice be given with reference to the Time of the Commencement of such Tenants, Lessees, or Persons holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to deliver up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to deliver up Possession, by Distress and Sale of his Goods and Chattels; and the said Sheriff is hereby authorized and required to cause the said Person so nominated to have Possession of the said Premises as fully to all Intents and Purposes as he would have been empowered to do under His Majesty's Writ of Habere facias possessionem issued out of any of the Superior Courts of *Westminster*.

LXXXVII. Pro-

Interests of such Tenants may be settled by a Jury.

LXXXVII. Provided always, and be it further enacted, That where any such Tenant, Lessee, or Person who shall be required to deliver the Possession of any Premises so occupied by him before the Expiration of his Term or Interest therein shall give the said Company previous Notice thereof in Writing, and shall state the Period of such unexpired Term or Interest, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant, Lessee, or Person, Satisfaction, Recompence, or Compensation for the Value of his unexpired Term or Interest in the said Premises, which Satisfaction, Recompence, or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction, Recompence, or Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Persons holding under Leases to produce the same.

LXXXVIII. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction, Recompence, or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands, Mines, or Minerals intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease, or Agreement for Lease or Grant thereof, the said Company are hereby authorized to require such Party to produce or shew the Lease or Agreement for Lease, Demise, or Grant in respect of which such Claim to Satisfaction, Recompence, or Compensation shall be made; and if such Lease or Agreement for Lease, Demise, or Grant shall not be produced or shewn within Twenty-one Days after Demand made by a Clerk of the said Company, or any Person by him authorized, the Party claiming such Satisfaction, Recompence, or Compensation shall be considered and treated as a Tenant holding only from Year to Year.

Settling Disputes as to Damages to a small Amount.

LXXXIX. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in Dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

Application of Compensation Money when amounting to 200*l*.

XC. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or of any Interest therein, or for the Release of any such Lands from any Rents or other

other Incumbrances charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Satisfaction, Recompence, or Compensation under this Act which any Corporation, Tenant for Life or in Tail, Husband, Guardian, Trustee or Feoffee in Trust, Committee, Executor, or Administrator, Feme Covert, or any Person whomsoever, for or on behalf of any Wife, Ward, Idiot, Lunatic, or Cestuique Trust, whether Infants, Issue unborn, Femes Covert, or any Person whomsoever whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The *Birmingham* and *Gloucester* Railway Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court, made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in the repairing or rebuilding of any Houses or other Buildings taken down or injured in the Construction of the said Railway or Works, or in or towards the Discharge of any Debt or other Incumbrance affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased, repaired, rebuilt, or paid; or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such or the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Satisfaction, Recompence, or Compensation shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made, or until such Repairs or Rebuildings shall be ordered as aforesaid, the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three *per Centum* Consolidated or Three *per Centum* Reduced Bank Annuities; and in the meantime, and until such Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the

1 G. 4. c. 35.

Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

Application of Compensation Money when less than 200*l.* and exceeding 20*l.*

XCI. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before is mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

Application of Compensation Money when not exceeding 20*l.*

XCII. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before is mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Satisfaction, Recompence, or Compensation shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid, for their Use and Benefit, to their respective Husbands, Guardians, Committees, or Trustees.

In case of not making out Titles, &c. the Money to be paid into the Bank.

XCIII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for any Interest therein, or for any Satisfaction, Recompence, or Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey or join in conveying the Premises or Interest in the Premises, or shall refuse, neglect, or be unable to make a Title to such Premises, or to such Interest in the Premises, to the Satisfaction of the said Company, or shall be absent from *England*, or shall not be conveniently found, or if any Party entitled unto or to convey or join in conveying such Lands, or such In-

terests therein, cannot be conveniently known or discovered, or be not shewn to the Satisfaction of the said Company to be such Party, then and in every such Case it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them so far as the said Company can do), subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof, by Petition, is hereby empowered, in a summary Way of Proceeding or otherwise, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company, or to any Party paying any Money into the Bank of *England*, under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

XCIV. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Party to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act, or for Satisfaction, Recompence, or Compensation as aforesaid, or to any Annuities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, or to such Interest therein, or to such Money as aforesaid, according to such Possession, unless the contrary shall be shewn to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities to be purchased with such Money, and also the Capital of such Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the Satisfaction of the said Court that such Possession was a wrongful Possession, and that some other Party was lawfully entitled to some Part of such Lands, or to some Estate or Interest therein.

Persons in Possession empowered to convey.

XCV. Provided always, and be it further enacted, That the Corporation or Person for the Time being in Possession or in the Receipt of the Rents and Profits of any Lands shall for the Purposes of this Act be enabled to contract for, sell, and convey the same to the said Company, and to agree for the Amount of any Satisfaction, Recompence, or Compensation for any Damage, Loss, or Inconvenience to be sustained by reason

reason of the Execution of this Act; and every Contract, Sale, Conveyance, or Agreement to be made with or to the said Company by any such Corporation or Person shall be valid and effectual; and in every Case in which the Amount of the Price of any Lands or of any Compensation shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands in manner by this Act provided, such Payment, and every Contract or Agreement in pursuance whereof it shall have been made, shall be good to all Intents and Purposes, and the said Company shall not be bound to see to the Application thereof; provided that such Agreement be made *bonâ fide* and without any Fraud or Collusion between the said Company and the Party contracting.

The Court may order reasonable Expences of Purchases to be paid by the Company in certain Cases.

XCVI. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable under the Authority of this Act, the Purchase Money for the same, or the Money paid for such Satisfaction, Recompence, or Compensation, shall be required to be paid into the Bank of *England*, to be applied in the Purchase of other Lands to be settled to the like Uses, or in repairing or rebuilding, in pursuance of this Act, it shall be lawful for the said Court to order the necessary Costs, Charges, and Expences of or which may be incurred in consequence of all such Purchases, Repairings, and Rebuildings, and of the Reinvestment of the Purchase Money in Land, together with the Costs, Charges, and Expences of obtaining the necessary Orders for those Purposes, to be paid by the said Company, and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct.

Power to enter Lands, &c. on Payment or Tender of Purchase Monies.

XCVII. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner aforesaid, for the Purchase of any Lands, Rent, or other Charge, or as a Satisfaction, Recompence, or Compensation for any Loss or Injury as aforesaid, to the respective Proprietors of such Lands or other Persons respectively interested therein, and entitled to receive such Money, Satisfaction, Recompence, or Compensation respectively, within Three Calendar Months after the same shall have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, then upon Payment of such Money into the Bank of *England*, as herein-before directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, or such Compensation or Satisfaction

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as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England*, as herein-before is directed, to an Account *ex parte* "The *Birmingham* and *Gloucester* Railway Company," then and in every of such Cases it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company, to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, sink, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

Power to enter upon Lands for temporary Purposes.

XCVIII. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining or lying near to the Line of the said Railway and other Works, for the Purpose of erecting Steam Engines and other Machinery for the Purposes of the said Railway or Works, and also for the Purpose of laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or of getting and procuring Earth, Clay, and Materials from such adjoining or contiguous Lands, for forming Embankments, or for making Bricks, or for forming temporary Roads or Approaches to and from the said Railway or Works, or for other Purposes connected with the said Railway or Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid, until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid, without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, without having previously made any such Payment, Tender, or Investment of Money as herein-before is mentioned, to enter upon the Lands

Lands of any Corporation or Person whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of erecting Steam Engines and other Machinery for the Purposes of the said Railway or Works, and also for the Purpose of laying, depositing, working, or manufacturing upon such Lands, or upon any Part thereof respectively, any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, and of getting and procuring Earth, Clay, and other Materials from such adjoining or contiguous Lands, for forming Embankments, or for making Bricks, or for forming temporary Roads or Approaches to and from the said Railway and Works, or for any other Purpose connected with the Formation of the said Railway and Works, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof; such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to Damages to a small Amount: Provided always, that the said Company shall and they are hereby required, within One Calendar Month after the Expiration of the Period by this Act granted for executing the said Railway and other Works, to make such Compensation and Satisfaction for the permanent Damage or Injury, if any, which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart, by sufficient Railings or Fencings, so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto.

Company not to erect a Steam Engine or make Bricks near Mr. Anderton's House.

XCIX. Provided always, and be it further enacted, That it shall not be lawful for the said Company to make Bricks, or erect or place any fixed Steam Engine, upon any Land which shall not be distant Five hundred Yards at least from the Mansion or Dwelling House of the said *Isaac Anderton*, *Robert Edward Eden Mynors*, and *Edward Simpson*, situate at *King's Heath* aforesaid, in the said Parish of *King's Norton* and County of *Worcester*, late in the Occupation of *William John Jellycorse*, nor to make any temporary Use of the Land lying between the said Railway and the said Mansion or Dwelling House, without the Consent in Writing of the said *Isaac Anderton*, *Robert Edward Eden Mynors*, and *Edward Simpson*, their Heirs or Assigns, and their Tenants or Occupiers, for that Purpose first had and obtained.

Enabling the Company to sell Lands not wanted.

C. And whereas by means of the Purchases which the said Company are empowered or are required to make by virtue of this

Act they may happen to be seised or possessed of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company to sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof any Part of such superfluous Lands, or any Estate or Interest purchased by the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous; and such Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company before they shall dispose of any such superfluous Lands shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Persons being in *England* and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease; and a Declaration made in the Manner and Form prescribed in and by an Act passed in the last Session of Parliament, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affir-' mations taken and made in various Departments of the State, and to ' substitute Declarations in lieu thereof, and for the more entire Sup-' pression of voluntary and extra-judicial Oaths and Affidavits;' and to make other Provisions for the Abolition of unnecessary Oaths*, before a Master or Master Extraordinary of the High Court of Chancery, or before any Justice of the Peace for the County, City, or Place where such Lands may be situate, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused, or was not accepted within the Time aforesaid (as the Case may be), by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and he and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*; and

5 & 6 W. 4. c. 62.

and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which shall be made by the said Company pursuant to the Authority of this Act in them reposed shall be adjudged sufficient to vest in the Purchaser such Estate as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance; and in the meantime and until the said Company shall think proper to make such Sale it shall be lawful for the said Company to let any such superfluous Lands to any Person willing to become the Tenant thereof, in such Manner and upon such Terms as the said Company shall think proper.

Company, upon Payment of Money, to give Receipts.

CI. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands or of any Interest therein belonging to the said Company, which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two Directors of the said Company, or for the Secretary or Clerk or any Officer appointed by the said Directors for the Purpose, to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interest as shall be sold, or for such other Money as in such Receipt shall be expressed to be received; and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

The Word "grant" in Conveyances from the Company, to amount to certain Covenants.

CII. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed, by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or the Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as is therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be), shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises, by the said Company or their Successors, and all claiming under them; unless except and so far as the

the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches of Covenant thereupon as they might do in case such Covenants were expressly inserted in such Conveyances.

If Land not contracted for within Two Years, Power to take Property on Compulsion to cease.

CIII. And be it further enacted, That unless the said Company shall within the Space of Two Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Railway or other Works hereby authorized (save and except the aforesaid Sixty Acres of Land which the said Company are by this Act authorized to purchase in addition to the Lands hereby authorized to be taken or used for making the said Railway and other Works), then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void, save and except with the Consent in Writing of the Owners and Occupiers thereof respectively.

If Railway not completed in Five Years Powers to cease, except as to such Part, if any, as shall be completed.

CIV. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Five Years to be computed from the First Day of *January* One thousand eight hundred and thirty-seven, then from and after the Expiration of the said Term of Five Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, or any One of them, assembled at any General or Quarter Sessions of the Peace to be held in and for either of the said Counties of *Warwick*, *Worcester*, *Gloucester*, and the City of *Gloucester*, at any Time before the Expiration of the said Term of Five Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses, upon Oath, or, in the Case of Quakers, Affirmation, to be produced before such Justices for that Purpose.

If Railway abandoned, the Land to belong to the Owners of the adjoining Lands.

CV. And be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or, after the same shall have been completed, shall for the Space of Three Years cease to be used and employed as a Railway, then and in such Case the Lands so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Parts thereof over which the said Railway, or any Part of such Railway which shall be abandoned or given up by the said Company, shall pass, shall vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up, in manner following; that

that is to say, a Moiety thereof in the Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

The whole of the Expence to be subscribed for before the compulsory Powers of the Act are put in force.

CVI. And whereas the probable Expence of making the said Railway and the other Works hereby authorized will amount to the Sum of Nine hundred and fifty thousand Pounds, and the Sum of Seven hundred and sixty thousand Pounds and upwards, or more than Four Parts in Five thereof, has been already subscribed for by several Persons, under a Contract, binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of Nine hundred and fifty thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

Certificate under the Hand of a Justice of a Peace to be Proof that the whole of the Money has been subscribed.

CVII. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for either of the respective Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, that the whole of the said Sum of Nine hundred and fifty thousand Pounds hath been subscribed as aforesaid, and which Certificate such Justice is hereby authorized and required to grant on Application made to him by the said Company, and on Production of the Subscription Deed of or relating to the said Company, shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Nine hundred and fifty thousand Pounds has been subscribed.

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding 950,000*l.* to be divided into Shares of 100*l.* each.

CVIII. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of Nine hundred and fifty thousand Pounds, the whole to be divided into Nine thousand five hundred Shares of One hundred Pounds each; and such Nine thousand five hundred Shares shall be numbered in arithmetical Progression, beginning with Number One, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties so taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and shall receive, in proportionable Parts according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company as and when the same shall be divided by the Authority of this Act.

CIX. And

Shares to be deemed Personal Estate.

CIX. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Names of Proprietors to be entered, and Certificates of their Shares to be delivered to them.

CX. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations, and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to hold, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor on Demand, for each Share to which he is entitled in the said Undertaking; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share therein specified, but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of such Share from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

Form of Certificate.

‘ The *Birmingham* and *Gloucester* Railway Company.

‘ Number

‘ THESE are to certify, That *A. B.* of is
‘ the Proprietor of the Share Number of the *Birmingham* and *Gloucester* Railway Company, subject to the Rules,
‘ Regulations, and Orders of the said Company. Given under the
‘ Common Seal of the said Company the Day of
‘ in the Year of our Lord ’

Company to enter and keep a List of Proprietors of Shares.

CXI. And be it further enacted, That the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Corporations and Persons who shall from Time to Time become Proprietors thereof, or be entitled to any Share therein; and every Proprietor of the said Undertaking (or in the Case of a Corporation the Clerk or Agent of such Corporation duly appointed) may at all convenient Times have recourse to and peruse such Books *gratis*, and may demand and have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied.

CXII. And

For granting new Certificates when old ones are destroyed or worn out.

CXII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out, damaged, lost, or destroyed, then, upon due Proof thereof to the Satisfaction of the said Company, a similar Certificate or Ticket shall be given to the Party in whom the Property of such Certificate or Ticket so worn out, damaged, lost, or destroyed, and of the Share therein mentioned, shall be at the Time vested, and a due Entry of the Substitute or Duplicate of such Certificate or Ticket shall be made by the said Company in manner herein directed, the said Company receiving for every such Certificate or Ticket which shall so be given or exchanged the Sum of Two Shillings and Sixpence, and no more.

For ascertaining Proprietorship of Shares in case of Deaths, &c. in order to the Payment of Dividends in respect of such Shares.

CXIII. And whereas by the Death of or by other Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Corporation or Person by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein-before directed, a Declaration made in the Manner and Form herein-before mentioned or referred to, by some credible Person, before some Master or Master Extraordinary of the High Court of Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath been passed to such other Corporation or Person; and such Declaration shall be transmitted to the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company, and the said Company shall be entitled to receive for each such Entry as is herein-before directed the Sum of Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and before such Declaration shall have been transmitted and such Entry made as aforesaid, no Corporation or Person to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, a Declaration in Writing, containing a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made as aforesaid by some credible Person before some Master or Master Extraordinary of the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sale of Shares in the said Undertaking; and before any Corporation or Person who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or

Will, or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Share, the Probate Copy of the said Will, or the Letters of Administration, shall be produced and shewn to the said Company.

To compel Payment of Subscriptions.

CXIV. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof, to such Persons and at such Times and Places as shall from Time to Time be called for and directed by the Directors of the said Company, under and by virtue of the Powers of this Act; and in case any Party shall refuse or neglect to pay the Money by him so subscribed for, or the Part thereof so called for, at the Time and in the Manner required for that Purpose, it shall be lawful for the said Company to sue for and recover the same in any Court of Law or Equity, together with Interest on such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same shall have been directed to be paid by the said Directors as aforesaid up to the Day of actual Payment thereof.

Power to pay Subscriptions in advance; and Interest to be paid on Amount so advanced.

CXV. And be it further enacted, That it shall be lawful for the said Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized so to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting over and above the Amount, if any, actually paid in respect of such Shares, to make up the full Sum of One hundred Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest, at such Rate not exceeding the Rate of Four Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscribers paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Power to Directors to make Calls, and in case of Nonpayment thereof to sell Shares.

CXVI. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking for the Time being, to defray the Expences of and carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of One hundred Pounds on any such Share, and so that no such Call shall exceed the Sum of Ten Pounds upon each Share which any Corporation or Person shall be possessed of or entitled unto in the said Undertaking, and that the total Amount of such Calls in any One Year shall not exceed Forty Pounds upon each Share; and

and there shall be an Interval of Three Calendar Months at the least between the Days appointed for Payment of each successive Call; and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in One or more *Birmingham* and *Gloucester* Newspapers aforesaid; and all Monies so called for shall be paid to such Persons, at such Times and Places, and in such Manner as in the said Notice shall be appointed; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons and at such Times and Places and in such Manner as shall be appointed as aforesaid; and if any Owner or Proprietor for the Time being of any such Share shall not so pay such his rateable Proportion, then and in such Case and as often as the same shall happen he shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor for the Time being of any such Share shall neglect or refuse so to pay such his rateable Proportion, together with Interest, if any, which shall accrue for the same, for the Space of Two Calendar Months after the Day appointed for the Payment thereof, then it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt or on the Case, or by Bill, Suit, or Information, or the said Directors may and they are hereby authorized to declare the Shares belonging to such Owner or Proprietor so refusing or neglecting to pay any such Calls, together with Interest, in manner last aforesaid, to be forfeited, and to be sold, subject to the Provisions of this Act: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hand of Two Directors or the Secretary or Clerk of the said Company of such Share having been declared by the Directors forfeited shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed, either at a General Meeting of the said Company, or at some Special General Meeting of the said Company to be called for that Purpose, and to be respectively held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Forfeiture shall have been confirmed by such General Meeting or Special General Meeting, the said Company, by an Order to be made at the same or at any subsequent General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in manner by this Act directed, and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration made in the Manner and Form herein-before mentioned or referred to, by some credible Person not interested, before any Justice of the Peace, or before any Master or Master Extraordinary of the High Court of Chancery, stating that

such Call had been made by the said Directors, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of Proceeding in reference to such Sale, but such Declaration and Receipt of the Treasurer of the said Company for the Price of such Share shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of Calls, &c. Surplus to be paid to the Owners of such Shares.

CXVII. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call as herein authorized shall be more than sufficient to pay all such Arrears and Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof or otherwise occasioned by such Forfeiture, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter under the Powers last herein-before contained than shall be sufficient, as near as may be, at the Time of such Sale, to pay the Arrears of Calls due from such Defaulter, and the Interest and Expences aforesaid; and from and after Payment of such Arrears of Calls and the Interest and Expences aforesaid any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

Proceedings in Actions for Calls.

CXVIII. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege, that the Defendant, being a Proprietor of so many Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to for so many Calls of such Sums of Money upon so many Shares belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such respective Calls was a Proprietor of such Shares in the said Undertaking as such Action is brought in respect of, or some One such Share, and that such Calls were in fact made, and that such Notice was given as is directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter whatsoever, and the said Company shall thereupon be entitled to recover what shall appear due, including Interest, computed as aforesaid, on such Calls, unless

unless it shall appear that any such Call exceeded Ten Pounds for every Share of One hundred Pounds, or was made payable within the Distance of Three Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required, or that Calls amounting to more than Forty Pounds in the whole had been made in some One Year; and in order to prove that the Defendant was a Proprietor of such Shares in the said Undertaking, as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to hold, and of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Corporations and Persons who shall from Time to Time become Proprietors thereof or be entitled to Shares therein, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein.

For ascertaining the Proprietorship of Shares in case of Deaths, &c. in order to the making Calls in respect of such Shares.

CXIX. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry, being Females, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Secretary or Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Corporation or Person, by any other legal Means than by a Transfer or Conveyance thereof, duly made and executed as herein provided, and such Declaration as is herein-before in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given, under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company, to the Corporation or Person stated or claiming in such Declaration to be then Proprietor of such Share, or delivered to some Inmate at the last or usual known Place of Abode of such Person, or of the Clerk of such Corporation, or published in some One or more *Birmingham* and *Gloucester* Newspapers, to pay his or their Proportion of Money to be called for, and such Corporation or Person shall not have paid such their or his Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting, after the Expiration of such Notice, to declare every such Share to be forfeited; and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls

Calls thereon, or such Shares may, at the Option of the said Company, be consolidated in the General Fund of the said Company; and in case there shall be no such Declaration made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or delivered to some Inmate at the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the Event of the Share having been disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases, and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company, in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been delivered to some Inmate of their last known or usual Places of Abode in *England*, if any such shall be known, and inserted in the *London Gazette* as aforesaid.

Persons making false Statement to be guilty of a Misdemeanor.

CXX. And be it further enacted, That if any Person shall wilfully make any false Statement in any Declaration by this Act authorized or required to be made, every such Person shall be deemed guilty of a Misdemeanor.

Directing how Subscribers shall vote at Meetings.

CXXI. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act all Corporations and Persons who shall have duly subscribed for or become entitled to any Shares (not exceeding Ten) in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share; and all such Corporations and Persons as aforesaid as shall have subscribed for or become entitled to more than Ten Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Ten Votes which they shall respectively have for or in respect of the first Ten Shares, have an additional Vote for every Two Shares which they shall have subscribed for or shall have become entitled to in the said Undertaking beyond the Number of Ten Shares up to the Number of Thirty Shares, and shall have an additional Vote for every Two Shares which they shall have subscribed for or shall have become entitled to in the said Undertaking beyond the Number of Thirty Shares; and such Vote may be given by such respective Parties, or, in their Absence, by their respective Proxies constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies,

all such Proxies being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of Persons present and of Proxies; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointers of the Proxy thereby constituted and other Circumstances will admit; (that is to say,)

Form of Proxy.

'*A. B.* of One of the Proprietors
'of the *Birmingham* and *Gloucester* Railway Company, doth
'hereby appoint *C. D.* of to be the Proxy of
'the said *A. B.*, to vote or give his Assent to or Dissent from any
'Business, Matter, or Thing relating to the said Undertaking which
'shall be proposed at any General or Special General Meeting of the
'said Company, in such Manner as he the said *C. D.* shall think
'proper. In witness whereof the said *A. B.* hath hereunto set his
'Hand [*or* Common Seal] the Day of .'

Proxies to be transmitted to Secretary of the Company.

CXXII. Provided always, and be it further enacted, That no Person shall be entitled to vote as the Proxy of any Corporation or Person as aforesaid, unless the Instrument appointing such Proxy shall have been received by the Secretary or One of the Secretaries of the said Company, or delivered at the Office of the said Company, Three clear Days at least before the Day of the Meeting at which such Proxy is intended to be used.

The Person whose Name stands first as a joint Proprietor with others to be deemed the Owner, and to vote.

CXXIII. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purpose of voting at any General or Special General Meeting of the Company, be deemed the Proprietor of such Share, and all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate at the last usual or last known Place of Abode of such Person, or be inserted in One or more *Birmingham* and *Gloucester* Newspapers, as herein mentioned, (as the Case may require,) and such Notice to such Person shall be deemed sufficient Notice to all the Proprietors of

of such Share for all the Purposes for which such Notice is intended to be given.

Lunatics and Minors to vote by Committees and Guardians.

CXXIV. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Committee or by any of his Committees, and such respective Committees or any of them may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy; and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians or any of them may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such Committee or Guardian may also vote in right of his own Share as well as in the Character of Committee of any Lunatic or Idiot, or of Guardian of any Minor, on the same Occasion.

Proprietors in arrear not to vote.

CXXV. And be it further enacted, That no Proprietor of any Share on which any Call shall have been made shall, after the Day appointed for the Payment of the same, be allowed to vote, either personally or by Proxy, at any Meeting of the Proprietors of the said Company, or to act or vote as a Director at any Meeting of the said Directors, either personally or by Proxy, until the Money called for in respect of such Share shall have been fully paid.

Proprietors of Shares may sell the same.

CXXVI. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors and Administrators and Successors, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Form of Conveyance of such Shares shall be by Writing duly stamped, and may be in the following Words, or to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require; (that is to say,)

Form of Conveyance.

'I *A. B.* of in consideration
'of the Sum of paid to me by *C. D.* of
', do hereby assign and transfer to the said
'*C. D.* Share numbered of and in the
'Undertaking called "The *Birmingham* and *Gloucester* Railway," to
'hold unto the said *C. D.*, his Executors, Administrators, and
'Assigns, [*or* Successors and Assigns,] subject to the several Con-
'ditions on which I held the same immediately before the Execution
'hereof; and I the said *C. D.* do hereby agree to accept and take
'the said Share subject to the Conditions aforesaid. As witness
'our Hands and Seals the Day of .'

And on every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser) shall be kept by the said Company, or by the Secretary or Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which Entry and Indorsement the Sum of Two Shillings and Sixpence and no more shall be paid to the said

said Company; and the said Company, or Secretary or Clerk, is hereby required to make such Entry or Memorial accordingly, and, on Demand, to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and deliver the same to the Purchaser for his Security, for which Indorsement no Fee shall be paid; and such Indorsement, being signed by the said Secretary or Clerk, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed the Seller thereof shall be held and remain liable for all future Calls, and the Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof as a Proprietor of the said Undertaking.

Power to close Transfer Books at certain Periods.

CXXVII. And be it further enacted, and it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfer of Shares for a Period not exceeding Ten Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books, but all such Transfers shall, as between the Parties claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more public Newspapers published in *Birmingham* and *Gloucester*.

After a Call made no Share to be sold until Call paid.

CXXVIII. And be it further enacted, That no Corporation or Person shall sell or transfer any Share which they or he shall possess in the said Undertaking after any Call shall have been made by the said Directors for any Sum of Money in respect of such Share, unless they or he at the Time of such Sale or Transfer shall have paid the full Sum of Money which shall have been called for in respect of each Share so to be sold or transferred; but it shall be lawful for such Corporation or Person to pay such Call at any Time between the Day on which such Call shall have been declared and the Day on which the same shall become due, and the said Company are hereby required to accept such Payment accordingly.

Receipt of One Proprietor of a Share a sufficient Discharge.

CXXIX. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company, or to the Directors and Treasurer for the Time being of the said Company, for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned, whether or not the said Company have Notice of such Uses or Trusts; and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

CXXX. And

Receipt of the Parent or Guardian of a Minor a sufficient Discharge.

CXXX. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Guardian, if any, or if not of the Parent of such Minor, or of the Committee or any One of the Committees of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Proprietors to raise an additional Sum of Money, if necessary, by Mortgage.

CXXXI. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Three hundred and sixteen thousand six hundred and sixty-six Pounds, on the Credit of the said Undertaking; and the Directors of the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or by the Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making of the Order for raising such additional Sum of Money; and all which Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

Form of Mortgage.

'*Birmingham* and *Gloucester* Railway.

'Number

'BY virtue of an Act passed in the Year of the Reign of 'His Majesty King *William* the Fourth, intituled [*here set forth 'the Title of this Act*], we, the *Birmingham* and *Gloucester* Railway 'Company, incorporated by and under the said Act, in consideration 'of the Sum of Pounds to us in hand 'paid by *A. B.* of , do assign unto the said 'A. B., his Executors, Administrators, and Assigns, the said Un- 'dertaking, and all and singular the Rates, Tolls, and Sums of 'Money arising by virtue of the said Act, and all the Estate, Right, 'Title, and Interest of the said Company in and to the same, to 'hold unto the said *A. B.*, his Executors, Administrators, and As- 'signs, until the said Sum of Pounds, together 'with Interest for the same after the Rate of for 'every One hundred Pounds for a Year, shall be fully paid and 'satisfied.

‘ satisfied. Given under our Common Seal this Day of
‘ in the Year of our Lord .’

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled one with the other to their respective Proportions of the said Rates, Tolls, and Sums and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority of the Date of any such Order of Meeting, or Priority in Date of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall within Fourteen Days next after the Date thereof be entered in some Book to be kept by the Secretary or Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person or Persons; and every Transfer thereof shall be in Writing, and may be in the Words or to the Effect following; (that is to say,)

Mortgages may be transferred.

Form of Transfer of Mortgage.

‘ I *A. B.* of , in consideration of the Sum
‘ of paid by *C. D.* of
‘ do hereby transfer to the said *C. D.*, his Executors, Administrators,
‘ and Assigns, a certain Mortgage, Number
‘ made by the *Birmingham* and *Gloucester* Railway Company to
‘ bearing Date the
‘ Day of , for securing the Sum of
‘ and Interest, and all my Right, Estate, and Interest in
‘ and to the Money thereby secured, and in and to the Rates,
‘ Tolls, Sums of Money, and Property thereby assigned. Dated this
‘ Day of in the Year of our
‘ Lord .’

And every such Transfer shall, within Twenty Days after the Date thereof if executed in *England*, or otherwise within Twenty Days after the Arrival thereof in *England* if executed elsewhere, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon, and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

5 CXXXII. And

Power to increase the Capital Stock by raising additional Shares.

CXXXII. And be it further enacted, That in case the said Company, at any Special General Meeting to be called as in this Act is directed, and with such Notice as herein-after mentioned of the Business to be transacted at such Meeting, instead of borrowing such further or additional Sum of Money as aforesaid by way of Mortgage, or continuing the same on Mortgage, shall think it advisable to raise such further or additional Sum, or any Part thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sum by way of Mortgage, and to raise the Remainder thereof or Part of the Remainder thereof by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company, by the issuing of new Shares, to augment the Capital Stock of the said Company by any further Sum or Sums of Money, so as the same, together with any Sum of Money that may be borrowed and continuing at Interest by way of Mortgage as aforesaid, shall not exceed such further and additional Sum of Three hundred and sixteen thousand six hundred and sixty-six Pounds hereby authorized to be raised as aforesaid; and such further and additional Capital Stock, not exceeding such additional or further Sum as aforesaid, as shall be so raised, shall be considered Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management in all respects and to all Intents and Purposes as if the same had been Part of the original Capital Stock of the said Company, (except as to the Time of making Calls for the said additional Capital Stock, and the Amount of such Calls,) which Times and the Amount of such Calls respectively shall from Time to Time be appointed by the said Company: Provided always, that all the Regulations, Provisions, and Authorities herein contained in relation to the Calls for the Capital Stock of the said Company, and to the Recovery thereof or of any Arrears thereof, and to the Forfeiture of any Sums advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum authorized to be raised and subscribed as aforesaid, or such Part thereof as shall require to be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls: Provided also, that all such additional Shares so to be issued as aforesaid shall be Shares of One hundred Pounds each, but the same may be issued at such Premiums (if any) and on such Terms, according to the Provisions of this Act, as such Special General Meeting shall consider most beneficial or advantageous to the said Company.

Power to borrow Money of Exchequer Loan Bill Commissioners, and to give Security. 1 & 2 W. 4. c. 24.

CXXXIII. And be it further enacted, That it shall be lawful for the said Company at any Time or from Time to Time, by Order of any General or Special General Meeting, to borrow of the Commissioners for carrying into execution an Act passed in the First and Second Years of the Reign of His Majesty King *William* the Fourth, intituled *An Act to amend several Acts of the Fifty-seventh Year of His late Majesty and the First Year of His present Majesty, for authorizing the Issue of Exchequer Bills and the Advance of Money for carrying on Public Works and Fisheries and Employment of the Poor;*

*Poor; and to authorize a further Issue of Exchequer Bills for the Purposes of the said Act*, any Sum or Sums of Money, not exceeding in the whole the Sum or Sums of Money hereby authorized to be raised by Mortgage as aforesaid, and by Deed under the Common Seal and at the Costs of the said Company to assign and assure to the Secretary for the Time being of the said Commissioners, and as they shall direct, free from all Incumbrances, the said Undertaking, and all the Works and Property of the said Company, and all Rates, Tolls, Profits, and Receipts accruing and thereafter to accrue to or for the Use of the said Company, under or by virtue of the Authority of this Act or otherwise, for securing to the said Commissioners the Repayment of the Amount of the Exchequer Bills so to be borrowed as aforesaid.

Security to Commissioners to have Priority.

CXXXIV. And be it further enacted, That every Security to be given to the said Commissioners as aforesaid shall not be affected by any Informality in any Meeting or Proceeding of the said Company or the said Directors, and shall have Priority over all other Mortgages, Charges, and Securities whatsoever to be created by the said Company under the Authority of this Act.

Interest of Money borrowed to be paid in preference to Dividends.

CXXXV. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, shall be fully paid and satisfied; and after such Interests and Costs shall have been paid and satisfied, the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the said Interest due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Creditors not to vote.

CXXXVI. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred

transferred shall by reason thereof be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company.

Directors empowered to stipulate Periods for Redemption of Money to be borrowed on Security of Rates.

CXXXVII. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof; and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time so to be fixed to the Party who shall, upon the Expiration of such Period, be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

Holders of Mortgages, &c. for unlimited Periods may demand Payment after Twelve Months from their Date.

Directors may pay off such Mortgages on Six Months Notice.

CXXXVIII. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in the *London Gazette* and in Two or more Newspapers circulated in *Birmingham* and *Gloucester*; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make Default in the Payment thereof, in pursuance of such Notice.

For securing Repayment of Principal Money borrowed.

CXXXIX. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid, by virtue of this Act, or of any Part of such Principal Monies, at the Time when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Twenty thousand Pounds, by an Order under their Hands to appoint some

Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Corporations and Persons to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case Mortgages are paid off, Power to raise the Amount again.

CXL. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company immediately, or at any Time thereafter, again to raise, in lieu of the Principal Money so paid off by them, such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow more than the Sum of Three hundred and sixteen thousand six hundred and sixty-six Pounds in the whole, over and above the Amount of the Calls for the Time being remaining unpaid, and still to be called for by the said Company.

Application of Money to be raised.

CXLI. And be it further enacted, That the Money to be raised by the said Company by virtue of this Act shall be laid out and applied in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto; and the Remainder of such Money shall be applied in and towards purchasing Lands, and making and maintaining the said Railway and other Works, and in otherwise carrying this Act into execution.

First and other General Meetings.

CXLII. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Calendar Months next after the passing of this Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company in the First Week of the Month of *February* and the First Week of the Month of *August* in each and every Year, or within the Space of Fourteen Days next after each such Periods, and all such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided; of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed; and

every such Notice of a Special General Meeting shall specify the Purpose for which any such Special General Meeting is called; and such First General Meeting shall be held in *Birmingham*, and the First Half-yearly General Meeting shall be held in *Gloucester*, and all future Half-yearly General Meetings shall be held alternately in *Birmingham* and *Gloucester*; and such Special General Meetings shall be held either at *Birmingham* or *Gloucester*, or at some intermediate Place; and such First General Meeting and such Half-yearly General Meetings and Special General Meetings may be adjourned from Time to Time, all Adjournments being made to the same Place where the original or preceding Meeting shall have been held.

Meetings of Proprietors may be specially convened.

CXLIII. And be it further enacted, That Fifty or more Proprietors of the said Company, holding in the aggregate One thousand Shares or upwards in the said Undertaking, upon which all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands, left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at or delivered to some Inmate of their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company either at *Birmingham* or *Gloucester*, as may be expressed in such Requisition, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice given as aforesaid, the same may be called by such Fifty or more Proprietors, by giving Fourteen Days Notice thereof in One or more *Birmingham* and *Gloucester* Newspapers; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice, and those only; and all Acts of the major Part in Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid with respect to the Matters specified in such Notice, and those only, as if the same had been done at a General Meeting held at the Time hereinbefore appointed for holding the same.

Business at Special and Adjourned General Meetings.

CXLIV. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called; and no Business shall be transacted at any Adjourned General or Adjourned Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Notice of Meetings how to be given.

CXLV. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any other Matters, to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall

shall be signed by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisement inserted in One or more *Birmingham* and *Gloucester* Newspapers; and such Notice, when so published and given, shall be deemed and considered the same as personal Notice.

First General Meeting to choose Directors.

CXLVI. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Eighteen Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting, either personally or by Proxy, Seven at the least of which Directors so qualified shall be Proprietors residing in or within Ten Miles of *Birmingham*, and Seven at the least shall be Proprietors residing in or within Ten Miles of the City of *Gloucester*; and of the Directors so elected as aforesaid Six shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office, and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *August* in the Year of our Lord One thousand eight hundred and thirty-seven, and until others shall be elected in their Stead in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration shall from Time to Time be allowed to the Directors of the said Company.

General Meetings for choosing Directors to consist of Persons possessed of 1000 Shares.

CXLVII. Provided always, and be it further enacted, That if at any such General Meeting there shall not, within Two Hours from the Time appointed for such Meeting, be Thirty Persons present, personally or by Proxy, who shall in the whole be entitled to vote in respect of at least One thousand Shares, no Choice of Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time; and if such sufficient Number of Proprietors, personally or by Proxy, shall not then attend thereat, such Meeting shall stand adjourned to the following Day; and in case such Number of Persons qualified as aforesaid shall not then be present, the Directors for the Time being shall continue to act until new Directors shall be appointed at the General Meeting which shall be held in the Month of *August* in the following Year, and shall have the same Powers as they had and were possessed of.

Directors to go out annually by Rotation.

CXLVIII. And be it further enacted, That at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-seven One Third of the Directors who shall have been so elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company; and an equal Number of Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead;

Stead; and at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-eight One Half of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-nine the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *August* in every subsequent Year One Third of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner: Provided always, that the Places of Directors shall be so supplied as that Seven at the least of the Directors for the Time being of the said Company shall always consist of Proprietors residing in or within Ten Miles of *Birmingham*, and Seven at the least of Proprietors residing in or within Ten Miles of the City of *Gloucester*.

Directors going out of Office to be re-eligible.

CXLIX. Provided always, and be it further enacted, That every Director who shall go out of Office on any annual Day of Election may be immediately or at any future Time re-elected by the said Company a Director of the said Company, and after such Re-election he shall, with reference to the going out by Rotation, be considered as a new Director.

No Person holding Office capable of being a Director.

CL. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall either directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Ten Shares at the least in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting as a Director.

For supplying Vacancies in Direction.

CLI. And be it further enacted, That when and so often as any Director of the said Company shall die or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the

remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall be a Member of the same Board of Directors, and shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

First Directors of the Company.

CLII. And be it further enacted, That *Samuel Baker*, *Samuel Bowley*, *Robert Canning*, *William Chance*, *William Seale Evans*, *William Fox*, *John Francis*, *Joseph Gibbins*, *John Greene*, *John Allis Hartland*, *Richard Harward*, *Samuel Haines*, *Samuel Kempson*, *John Kemp*, *Daniel Ledsam*, *William Lewis*, *James Lloyd* junior, *Francis Lloyd*, *Charles Mathias*, *William Montague*, *Edward Tilsley Moore*, *James Pearson*, *Charles Sturge*, *Charles Stephens*, *James Maurice Shipton*, *George Talbot*, *Pearson Thompson*, *Harvey Berrow Tymbs*, *Joseph Walker*, *William Washbourn*, *Robert Wheeler* junior, and *John Whittingham*, and the Survivors of them, shall be the First Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in the Manner herein-before prescribed with respect to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Eighteen Directors shall have been duly elected as herein-before prescribed, the said Directors herein named, or the Survivors of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking as to the said Directors shall seem fit, and shall and may exercise all other Powers and Authorities by this Act given to the Directors to be elected in manner herein-before prescribed.

Chairman and Deputy Chairman of Directors to be appointed.

CLIII. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of Directors which shall be held next after the First Appointment of the said Directors under the Provision herein contained, and at the First Meeting of the Directors which shall be held next after the Half-yearly Meeting in the Month of *August* in each Year, except the Year One thousand eight hundred and thirty-six, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors; and the Chairman for the Time being of the said Directors shall have the Custody of the Common Seal of the said Company: Provided always, that when and so often as the Chairman or Deputy Chairman, to be chosen by virtue of this Act, shall die or resign or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting to be held next after such Vacancy shall have occurred to choose some other of the said Directors to be Chairman or Deputy Chairman; and every such Chairman or Deputy Chairman to be chosen as last aforesaid to fill such Vacancy shall continue in such Office so long

long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

At Meetings of the Company, Chairman or Deputy Chairman of Directors to preside.

CLIV. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence some One of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors, any Proprietor to be chosen at such Meeting, shall preside as Chairman; and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting, shall, in addition to his own Votes in respect of the Shares held by him, and in respect of the Shares of any other Proprietor whose Proxy he may hold, have an additional or casting Vote.

Powers and Duties of Directors.

CLV. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company; and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time, and from Place to Place, such Places being *Birmingham*, *Gloucester*, or some intermediate Place, as they shall think proper, and there shall be Six Directors at the least present in order to constitute a Meeting; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present; and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who, in case of an equal Division, shall have a second or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and from Time to Time make Report thereof to the said Half-yearly General Meeting, and (if required) to the Special General Meetings of the said Company; and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them, and of all Money which they shall receive on behalf of or in respect of such Undertaking from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter, in some Books to be from Time to Time provided at the Expence

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of the said Company for that Purpose, Notes, Minutes, or Copies, as the Case shall require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office before he shall enter thereupon.

Meeting of Directors to choose Committees.

CLVI. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of the Directors which shall be held next after the First Appointment of Directors under the Provisions herein contained, and at the First Meeting of Directors which shall be held next after the Half-yearly Meeting in the Month of *August* in each Year, except the Year One thousand eight hundred and thirty-six, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company Two Committees, each of which Committees shall consist of Nine Directors; and the one of such Committees shall be called the *Birmingham* Committee, and the other the *Gloucester* Committee; and that of the *Birmingham* Committee Seven Members at the least shall be Directors residing in or within Ten Miles of *Birmingham*, and the other Two Members shall be unrestricted as to Place of Residence; and that of the *Gloucester* Committee Seven Members at least shall be Directors residing in or within Ten Miles of *Gloucester*, and the other Two Members shall be unrestricted as to Place of Residence; and such Committees respectively shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors shall from Time to Time think proper to intrust to the Care and Management of such Committees respectively (save and except, nevertheless, the making of Calls for Money upon the Proprietors of the said Undertaking); and such Committees respectively shall have Power to meet from Time to Time, and to adjourn from Place to Place, as they shall think proper, and as Occasion shall require, for effecting the Purposes aforesaid; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee, within the Intent and Meaning of this Act, shall and may be exercised by Five of the Members present at the respective Meetings of such Committee; and at all Meetings of the said Committees One of the Members present shall be appointed Chairman; and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and, in case of an equal Division of

Votes upon any Subject entertained by the said Committee, shall have an additional or casting Vote.

Committees may appoint Sub-Committees.

CLVII. And be it further enacted, That it shall be lawful for the said *Birmingham* Committee and *Gloucester* Committee respectively from Time to Time to nominate and appoint out of their own Body Sub-Committees, who shall have full Power and Authority to do, execute, and perform all such and so many of the Matters and Things which the said Committees are hereby authorized to do, or which shall be confided to them by the said Directors, as the said Committees respectively shall think proper to delegate and confide to such Sub-Committees respectively; and it shall be lawful for the said *Birmingham* Committee and *Gloucester* Committee respectively, by an Order or Resolution for that Purpose, to break up and dissolve any Sub-Committee which shall have been appointed by them respectively, or to remove and displace any Member or Members of such Sub-Committee, and to appoint another or others in his or their Place and Stead, when and as often as such Committees respectively shall think proper; and such Sub-Committees respectively shall have Power to meet from Time to Time, and to adjourn from Place to Place, as they shall think proper, and as Occasion shall require, for effecting the Purposes aforesaid; and at all Meetings of the said Sub-Committees, one of the Members present shall be appointed Chairman, who shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Sub-Committee shall have an additional or casting Vote.

Contracts to be signed by Three Directors.

CLVIII. And be it further enacted, That all Contracts in Writing relating to the Affairs of the said Company which shall be signed by any Three of the Directors of the said Company shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators; and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or any of the other Parties thereto failing in the Execution thereof.

Orders and Proceedings to be entered in a Book.

CLIX. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company and of the said Directors and Committees respectively, shall be entered in some Book to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors, or being Directors, or Members of the Committees, or of the Signature of such Chairman, as the Case may be, all of which last-mentioned Acts shall be presumed,

Directors to cause Accounts to be kept.

CLX. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause

cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book shall at all reasonable Times be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act, without Fee or Reward, and the said Loan Creditors or any of them may take Copies of or Extracts from the said Book without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit such Loan Creditors or any of them to inspect such Book, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum of Money not exceeding Twenty Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Officers to account.

CLXI. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company, make out and deliver to the said Company, or to such Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act, and such Account shall state how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and he is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company, or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Company, or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by any other Person on their Behalf to any Justice of the Peace for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, such Justice may and he is hereby required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof,

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by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing he shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the Justice may and he is hereby required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction of the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts, if any, relating thereto, and have delivered up such Books, Papers, and Writings, if any, as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and have paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison any longer Space of Time than Six Calendar Months.

No Person to hold the Offices of Secretary or Clerk and Treasurer at the same Time.

CLXII. Provided also, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk or of his Partner, to be a Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be the Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence

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forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Company empowered to make Bye Laws.

CLXIII. And be it further enacted, That the said Company at any General or Special General Meeting shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Affairs of the said Company, and for regulating the Proceedings and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking, and of the Officers and Servants of the said Company in all respects whatsoever; and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same, as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this Act, and which Boards shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law and Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any Directions in this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

Accounts to be made up half-yearly.

CLXIV. And be it further enacted, That the said Company or the Directors of the said Company shall and they are hereby required to cause a true and particular Account to be kept, and to be made up twice in every Year, that is to say, on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to those Periods respectively, which Account shall be laid before the Half-yearly General Meeting of the said Company herein-before directed to be held in the Months of *February* and *August* respectively: Provided always, that if the Account so to be laid before any Half-yearly General Meeting shall not be considered satisfactory by such Meeting,

ing, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection to consist of Five Proprietors, each of whom shall hold at least Ten Shares in the said Undertaking, who shall examine into such Account, and report thereon to a future Meeting of the said Company to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times, cause to be produced to the said Committee, or any Three Members thereof, all Books of Account, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Dividends.

CLXV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any Half-yearly General Meeting or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that no Dividends shall be made exceeding the Net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any Degree be reduced or impaired; nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof, until such Call shall have been paid.

Rates of Tonnage to be taken for Goods carried upon the Railway.

CLXVI. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be conveyed upon or along the said Railway, any Rates or Tolls not exceeding the following; (that is to say,)

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and Salt, for the Purpose of Manure, and all undressed Materials for the Repair of public Roads or Highways, the Sum of One Penny *per* Ton *per* Mile:

For all Coals, Coke, Culm, Charcoal, Cinders, Building, Pitching, and Paving Stone dressed, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig, Bar, Rod, Hoop, Sheet, and all other similar Descriptions of Wrought Iron and Castings not manufactured into Utensils or other Articles of Merchandize, the Sum of Three Halfpence *per* Ton *per* Mile:

For all Sugar, Salt, Grain, Corn, Flour, Dyewoods, Earthenware, Timber, Staves and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Two-pence *per* Ton *per* Mile:

For all Cotton and other Wools, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, the Sum of Three-pence *per* Ton *per* Mile.

Tolls for Passengers or Cattle.

CLXVII. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for or in respect of Passengers, Beasts, Cattle,

Cattle, and Animals conveyed in Carriages upon the said Railway, any Toll not exceeding the following; that is to say,

For every Person conveyed in or upon any such Carriage the Sum of Two-pence *per* Mile:

For every Horse, Mule, Ass, or other Beast of Draught or Burthen, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, the Sum of Three Halfpence *per* Mile:

For every Calf or Pig conveyed in or upon any such Carriage, the Sum of One Halfpenny *per* Mile:

For every Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, the Sum of One Farthing *per* Mile:

For every Four-wheeled Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, the Sum of Four-pence *per* Mile:

For every Two-wheeled Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than Half a Ton, carried or conveyed on a Truck or Platform, the Sum of Two-pence *per* Mile.

Company authorized to carry Passengers, Cattle, and Goods, and to charge for the same.

CLXVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to convey upon the said Railway, and also along or upon any Railway communicating therewith, all such Passengers, Cattle, and other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things as shall be offered to them for that Purpose, and to make such reasonable Charges for such Conveyance as they may from Time to Time determine upon, in addition to the several Rates or Tolls by this Act authorized to be taken: Provided always, that it shall not be lawful for the said Company, or for any Person using the said Railway as Carriers, to charge for the Conveyance of Passengers upon the said Railway any greater Sum than the Sum of Three-pence Halfpenny *per* Mile, including the Rate or Toll herein-before granted.

Company to keep a separate Account of the Tolls.

CLXIX. And be it further enacted, That in all Cases in which the said Company shall carry for their own Profit any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept, shewing the Amount of Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals, Goods, Wares, Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and the said Company shall also keep a separate Account of the Amount of the Rates or Tolls which shall from Time to Time be received by the said Company for the Use of the said Railway in respect of any Passengers, Cattle, or other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things carried by any other Party or Parties; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Times during the first Fourteen Days in the Months of *February* and *August* in each Year.

CLXX. And

Packages containing Goods of a dangerous Quality to be marked.

CLXX. And for the better preventing of Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper Carriage of certain Goods and Merchandize upon the same, be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, and shall likewise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default herein the Sum of Ten Pounds: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character; and it shall be lawful also for the said Company to restrain any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Passengers may carry Luggage without extra Charge.

CLXXI. And be it further enacted, That without extra Charge it shall be lawful for every Passenger travelling upon or along the said Railway to take with him his Luggage, not exceeding Forty Pounds in Weight and Four Cubic Feet in Dimensions; and the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of or for any Loss of or Injury to any Articles, Matters, or Things whatsoever carried along or upon the said Railway with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried, other than and except such Passenger's Luggage not exceeding the Weight and Dimensions aforesaid: Provided always, that nothing herein contained shall in any Case extend or be deemed or construed to extend to charge or make liable the said Company further or in any other Case than where, according to the Laws of this Realm for the Time being, Stage Coach Proprietors and Common Carriers would be liable; nor shall any thing herein contained extend or be deemed or construed to extend in any Degree to deprive the said Company of any Protection or Privilege which either now or at any Time hereafter Common Carriers or Stage Coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of any such Protection and Privilege.

Company empowered to provide and charge for locomotive or other propelling Power.

CLXXII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive or stationary Engines or other Power for the drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and also along and upon any Railway communicating therewith, and to receive, demand, and recover such Sums of Money for the Use of such locomotive Engines or other locomotive Power as the said Company shall think proper, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken.

CLXXIII. Pro-

Limiting the Charge for stationary Power.

CLXXIII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize the said Company to make any higher Charge for the Use of stationary Engines or other stationary Power than shall for the Time being be charged by the said Company or any other Parties for the Use of locomotive Engines or other locomotive Power passing on the said Line.

Act not to prevent the Company from hiring locomotive Engines.

CLXXIV. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine, or of any Carriage, and paying for the same such reasonable Sum as may be agreed on between the said Company and such Person, any thing herein contained to the contrary thereof notwithstanding.

Locomotive Steam Engines to consume their own Smoke.

CLXXV. And be it further enacted, That the Boiler of every locomotive Steam Engine to be used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Offence, to be recovered in a summary Way by the Order and Adjudication of One or more Justices of the Peace, on Complaint to him for that Purpose made in the same Manner as other Penalties and Forfeitures (for the Recovery whereof no special Directions are given) are by this Act directed to be recovered, one Half of which Sum of Five Pounds, as often as the same shall be recovered, shall be paid to the Informer, and the other Half to the Vestry Clerk or other proper Officer of the Parish or Place where such Offence shall be committed, for the Benefit of the Poor of such Parish or Place.

Company authorized to fix the Prices of small Parcels.

CLXXVI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing, and by such Orders to fix, the Sum to be charged by the said Company in respect of small Parcels (not exceeding Five hundred Pounds Weight each) as to them shall seem proper: Provided always, that the Provisions herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time.

Regulating the Charge for short Distances.

CLXXVII. Provided always, and be it further enacted, That in all Cases where any of the before-mentioned Articles, Matters, Persons, or Things shall be conveyed on the said Railway for a less Distance than Six Miles, the said Company are hereby empowered to demand and receive the afore-mentioned Rates, Tolls, and Charges for Conveyance, as the Case may be, for Six Miles, exclusive of a reasonable Charge for the Expence of loading and unloading such Articles, Matters, and Things in Cases where the loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Regulating the Charges in Cases of

CLXXVIII. And be it further enacted, That without Prejudice to any of the Provisions herein-before contained, in all Cases in which there

there shall be a Fraction of a Ton, a Proportion of the said Rates or Tolls may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered as a Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Five Miles or any greater Number of Miles, the Proportion of the Rates or Tolls which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other.

fractional Parts of a Ton or of a Mile.

CLXXIX. And be it further enacted, That it shall be lawful for the said Company, from Time to Time as they shall think fit, to reduce all or any of the Rates or Tolls by this Act authorized to be taken, and afterwards from Time to Time again to raise the same or any of them, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

Power to reduce the Rates or Tolls.

CLXXX. Provided also, and be it further enacted, That the aforesaid Rates and Tolls to be taken by virtue of this Act shall at all Times be charged equally, and after the same Rate *per* Ton *per* Mile throughout the Whole of the said Railway, in respect of the same Description of Articles, Matters, or Things, and that no Reduction or Advance in the said Rates and Tolls shall either directly or indirectly be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Rates and Tolls upon any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the Whole and every Part of the said Railway, upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and shall extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, and Things thereon; any thing to the contrary thereof in anywise notwithstanding.

Rates to be charged equally.

CLXXXI. And be it further enacted, That the said Company shall cause to be painted on Boards, and to be affixed and continued, and renewed as often as the same shall be obliterated or defaced, to or upon every Toll House or Building at which any of the Tolls or Rates by this Act authorized shall be collected or received, in some conspicuous Place, in large and legible Characters, an Account or List of the several Rates and Tolls which the said Company shall from Time to Time direct and appoint to be taken, and which shall be payable by virtue of this Act; and in case any Owner or Master of or Person having

A List of the Rates, Tolls, &c. to be painted on Boards, and affixed in conspicuous Places.

having or assisting in the Charge of any Carriage passing upon the said Railway, or any Collector of the Rates or Tolls aforesaid, shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon specified, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Rates or Tolls only payable the whilst Boards remain.

CLXXXII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, except during the Time that the Board on which such Rates or Tolls shall be so painted as aforesaid shall remain affixed to such Toll House or Building at which such Rates or Tolls shall be received as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain.

Penalty on Persons defacing the Boards.

CLXXXIII. And be it further enacted, That if any Person shall wilfully pull down, deface, or destroy any Board which shall have been set or put up or affixed by virtue or in pursuance hereof, or any Stone or Mark set up to denote Distances on the said Railway, or shall actually or constructively concur or aid therein, he shall on Conviction forfeit and pay a Sum not exceeding Ten Pounds for every Offence.

For preventing Toll Collectors misbehaving.

CLXXXIV. And be it further enacted, That every Collector of the Rates or Tolls by this Act granted shall and he is hereby required to place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of the Toll House or other Building whereat he shall be on Duty immediately on his coming on Duty, each of the Letters of which Names shall be at least Two Inches in Height and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the said Rates or Tolls shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or less Rate or Toll from any Person than he shall be authorized to do by virtue of the Powers of this Act, and of the Orders of the said Company made in pursuance thereof, or shall demand or take a Rate or Toll from any Person who shall be exempt from the Payment thereof, knowing him to be so exempt, and who shall claim such Exemption, or who shall refuse to permit or shall not permit any Person to read or shall in anywise hinder any Person from reading the Inscriptions on the Board to be affixed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, and who shall have paid the legal Rates or Tolls, or shall in answer to such Demand give a false Name or Names, or upon the legal Rate or Toll being paid or tendered shall unnecessarily detain or wilfully obstruct or hinder any

Carriage or any Person from passing upon the said Railway, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the said Company, or to any Passenger upon or Person lawfully using the said Railway, then and in every such Case every such Collector shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Recovery of Rates or Tolls.

CLXXXV. And be it further enacted, That the Rates or Tolls hereby authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations as the said Company or as the said Directors shall, by Notice to be annexed to the Account or List of Rates or Tolls, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates or Tolls as may have accrued due unto the respective Persons appointed to receive the same as aforesaid, the said Company may, in case such Rates or Tolls shall amount to or exceed the Sum of Ten Pounds, sue for and recover the same by an Action of Debt or upon the Case in any of His Majesty's Courts of Record; or the Person to whom such Rates or Tolls ought to have been paid may and he is hereby empowered, whether such Rates or Tolls shall amount to the Sum of Ten Pounds or not, to seize the Goods, Articles, and other Things for or in respect whereof any such Rates or Tolls ought to be or ought to have been paid, or any Part thereof, and the Carriage laden therewith, or any other Goods, Articles, or Things belonging to the Person liable to pay such Rates or Tolls, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rent.

Company empowered to lease the Rates or Tolls.

CLXXXVI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Rates and Tolls by this Act made payable, or any Part thereof, upon the Whole or upon any Part of the said Railway, to any Corporation or Person, for any Term which they shall think proper, not exceeding Seven Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same; and every such Lease shall be valid; and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Rates or Tolls so let, shall during the Continuance of such Lease be deemed Collectors of the Rates or Tolls so let, but for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same, and be subject to the same Rules, Duties, and Penalties, as if they had been appointed for that Purpose by the said Company: Provided always, that public Notice of the Intention to let the said Rates and Tolls, or the Part thereof intended to be let, shall be given by the said Company by Advertisement to be inserted in some *London* Newspaper, and in some *Birmingham* and *Gloucester* Newspaper, at least Fourteen Days prior to any Meeting of

of the said Company or of the said Directors at which it may be intended that the said Rates and Tolls shall be let as aforesaid.

Power of Re-entry in case of Non-performance of Conditions of Leases of Rates or Tolls.

CLXXXVII. And be it further enacted, That in case any of the Rates or Tolls granted by this Act shall be demised or let to farm to any Person in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates or Tolls, or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office by virtue of this Act, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of any such Collector who shall die, abscond, or absent himself or be discharged, or any Person, being in Possession thereof, shall refuse to deliver up or shall not deliver up Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers or used for any of the Purposes of this Act, for or within the Space of Seven Days after Demand thereof made in Writing given to him, or left at such Toll House, Office, Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by the Secretary or Clerk for the Time being of the said Company, or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable, then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace of the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, upon Application made by the said Directors or by the Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take Possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances belonging, and to remove and put such Lessee, Farmer, Collector, or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes (save as to the Covenants and Agreements for Payment of the Rent or Rents thereby reserved, or other unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part); and it shall be lawful for the said Company in every such

such Case, either during such Proceedings or on the Termination thereof, again to demise or let to farm the said Rates or Tolls to the same or any other Person, or cause them to be collected in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Owners of Carriages to give Account of Lading.

CLXXXVIII. And be it further enacted, That the respective Owners or Persons having the Care of Carriages adapted or used for passing upon the said Railway shall give an exact and true Account in Writing signed by them to the Collectors of the Rates or Tolls at the Places where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left, or taken off the said Railway; and if the Goods or other Things in or upon any such Carriage shall be liable to the Payment of different Rates or Tolls, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls; and in case any such Owner or other Person as aforesaid shall neglect or refuse to give and deliver such Account, or to produce his Bill of Lading to any Collector demanding the same, or shall give a false Account, or shall deliver or take off any Part of his Lading or Goods at any other Place than is mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates or Tolls, and shall be thereof convicted before any Justice of the Peace for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods or for any Parcel not exceeding Five Hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or Five Hundred Weight, as the Case may be, which shall be in or upon such Carriage, of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently left, delivered, or taken off as aforesaid, as the Case shall happen, over and above the Rate or Toll to which such Goods or Things may be liable.

Weight of Goods ascertained.

CLXXXIX. And for better ascertaining the Weight of Goods and other Things to be charged with the Payment of Tonnage Rates or Tolls as aforesaid, be it further enacted, That as respects all such Goods and other Things as aforesaid, except Stone and Timber, One hundred and twelve Pounds Weight shall be deemed One Hundred Weight, and Twenty such Hundred Weight shall be deemed One Ton; and as respects Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Teak, Mahogany, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity; any Usage to the contrary notwithstanding.

If any Difference arise concerning

CXC. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls, or any other Officer or

Weight, Collector may weigh or measure Carriage.

or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage adapted or used for passing upon the said Railway, or of any Goods, Articles, or Things in or on such Carriage, or respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things, as shall be therein or thereon; and in case the same shall, upon such examining, weighing, measuring, or gauging, appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage, and the respective Owners of such Goods and other Things shall also, at the Option of the said Company, be liable to pay, the Costs and Charges of such examining, weighing, measuring, or gauging; all which Costs and Charges, upon Refusal or Neglect of Payment thereof on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates and Tolls are in this Act authorized to be recovered and levied; but if such Goods, Articles or Things shall appear to be of the same Quantity and Quality, or of less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damages as shall appear to any Justice of the Peace for the Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, or any of them, or on the Oath, or, in the Case of a Quaker, Affirmation of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made appear to such Justice upon the Complaint of the said Company, and upon the like Oath or Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Officer as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods of the said Company, or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), upon Demand, after deducting the Costs of such Distress and Sale, to the said Company or to the said Collector or other Officer as aforesaid (as the Case may require).

For settling Disputes about the Amount of

CXCI. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls due to the said Company, or concerning the Charges occasioned by any Distress to be taken

taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or, as the Case may require, the Proceeds of the Sale thereof, until the Amount of the Rates or Tolls due, or, as the Case may require, such Rates or Tolls, and the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Amount of the Rates or Tolls due, or (as the Case may be) such Amount, and also the Amount of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

Rates or Tolls.

CXCII. And be it further enacted, That the respective Owners of Carriages adapted or used for passing or being upon the said Railway shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least, and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged at the Expence of the said Company, whenever it shall be required by the said Company, or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any such Carriage, or who shall conduct the same upon the said Railway, without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Owners to put their Names, &c. on the Outside of their Carriages.

CXCIII. And be it further enacted, That the respective Owners of Engines and Carriages adapted or used for passing or being upon the said Railway and Works, or any Part thereof, shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief

Owners of Engines and Carriages to be accountable for

Damage done by their Servants.

Mischief which may be done by their Engines or Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works made by virtue of this Act, or to or upon the Property of any other Person, either by loading or unloading such Carriages, or by any Means whatsoever; and every such Owner shall, for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant, or other Person, before some Justice of the Peace, either by the Confession of the Party offending, or upon the Oath, or in the Case of a Quaker the Affirmation, of some credible Witness, pay to the said Company or to the Person injured (as the Case may be) the Damages to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall over and above such Damages forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all such Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels, if any can be conveniently found, of the Owner of such Carriage, by Warrant under the Hand and Seal of such Justice; and the Overplus (if any) of the Proceeds of such Sale, after Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; but if no sufficient Distress can be conveniently found, then such Owner shall be committed to Prison as herein-after directed with respect to Persons who are convicted of any Penalty, and have no sufficient Goods whereon such Penalty may be levied; but if the Value or Amount of such Trespass, Damages, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may, at the Option of the said Company or the Person injured, as the Case may be, be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, either upon Proof made, or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

Owners may recover from their Servants Money paid for their Neglect, &c.

CXCIV. Provided always, and be it further enacted, That in case any Owner of any Carriage adapted or used for passing or being upon the said Railway and Works, or any Part thereof, shall be compelled to pay any Penalty, or to make any Satisfaction for any Damage, by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both (as the Case may be), with the Costs attending the same, to such Owner; and in case of Nonpayment thereof on Demand, and Oath, or, in the Case of a Quaker, Affirmation made by such Owner of the Payment by him of such Penalty and Satisfaction, or either of them (as the Case may be), and that the same hath not been repaid to him by such Servant, although demanded (such Oath or Affirmation being made before some Justice of the Peace for the County, City, or Place in which such Penalty or Damage was incurred), such Penalty and Satisfaction, or either of them (as the Case may be), and the Costs aforesaid, shall be levied by Warrant under the Hand and Seal

Seal of such Justice by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction, or either of them (as the Case may be), and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction or either of them, and the Costs, so by him paid for the wilful Neglect or Default of such Servant as aforesaid; and in case no sufficient Distress can be had, such Justice shall and he is hereby required to commit such Servant to some Common Gaol or House of Correction for the said County, City, or Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months.

Railway to be free on Payment of Rates.

CXCV. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway, with Carriages properly constructed as by this Act directed, upon Payment only of such Rates and Tolls as shall be demanded by the said Company, not exceeding the respective Rates or Tolls by this Act authorized, and subject to the Provisions of this Act, and to the Rules and Regulations which shall from Time to Time be made by the said Company or by the said Directors by virtue of the Powers to them respectively by this Act granted.

Weights allowed to be carried on Railway.

CXCVI. And be it further enacted, That no Carriage shall carry at any One Time upon the said Railway, including the Weight of such Carriage, more than Four Tons, except in any one Piece of Timber, Block or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Four-pence *per* Ton *per* Mile; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company or their Agents, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Company to regulate the Passage on the Railway.

CXCVII. And be it further enacted, That it shall be lawful for the said Company, from Time to Time, to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Time when the same shall be open for Use, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any such Carriages, or in any of the Stations or Premises occupied by or belonging to the said Company, and generally for regulating

the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying any Sum not exceeding Five Pounds, which the said Company may attach to every such Commission or Default: Provided always, in every Case of Infraction or Non-observance of any such Rules or Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction, Hindrance, or Annoyance, either by removing from the said Railway any Engine or Carriage which shall be used or worked thereon in contravention of any such Rules or Regulations, or otherwise as the Necessity of the Case may require.

Carriages not to be used unless constructed as directed by the Company.

CXCVIII. And be it further enacted, That no Carriage adapted or intended to be used for passing or being upon the said Railway shall pass along or be upon the said Railway or any Part thereof, or the Works connected therewith, (except in directly crossing the same as herein authorized for the Occupation of the respective Lands through which such Railway shall be laid, or in passing any public or private Carriage Road which may happen to cross the said Railway,) unless such Carriage shall have been originally constructed according to the Rules and Regulations which the said Company may from Time to Time make in regard to Carriages (and which Rules and Regulations the said Company are hereby expressly authorized to make, and wholly or partially alter or revoke, from Time to Time, with Power to make new Rules and Regulations from Time to Time in lieu of or in addition to any former Rules and Regulations), nor unless such Carriage shall at all Times, so long as it shall be used or shall be on the said Railway and Works or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may from Time to Time or at any Time require: Provided always, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they shall have any Effect as Rules and Regulations, be published Once in some One Newspaper in the Counties of *Warwick*, *Worcester*, and *Gloucester*; and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever; and the Production of a Newspaper of each of the said Counties, containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company, shall for all Purposes be considered sufficient Evidence of the due making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time and from Time to Time arise between the said Company and the Owner of any such Carriage as to the original Construction, or as to the State or Condition, from Time to Time or at any Time, of any such

such Carriage, in reference to the then past or existing Rules and Regulations of the said Company, every such Dispute shall from Time to Time, when and as the same may arise, be immediately referred to Three indifferent Persons, one to be appointed by the said Company, and another by the Owner of any such Carriage, and the other to be appointed by the Two so first appointed, previous to their entering on the Business of the Reference, and the Decision in Writing of such Two Arbitrators and their Umpire, or any Two of them (as the Case may be), shall be final and conclusive; and if either the said Company or the said Owners shall, for Ten Days after being so required in Writing by the other of them, neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party may alone make a final Decision in Writing; and such Award or Decision shall, upon Proof of the Signatures thereto, be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence for all Purposes whatsoever of all the Facts therein stated; and if any Carriage not originally constructed according to the Rules and Regulations of the said Company, or not from Time to Time or at any Time being in the State and Condition which the Rules and Regulations of the said Company in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith, except as aforesaid, the Owner thereof, or his Servant, or any One of his Servants, having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Engines not to be used on Railway unless approved by Company.

CXCIX. And whereas for the greater Security of Passengers and other Persons travelling upon and using the said Railway it is expedient that the locomotive and other Engines, and other Descriptions of moving Power, to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway, should be under the Control of the said Company; be it therefore enacted, That no locomotive or other Engine, or other Description of moving Power, shall at any Time be brought upon or used on the said Railway, unless the same shall first have been approved by the said Company; and it shall be lawful for the said Company and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine at any Place within Five Miles of the said Railway, and to report thereon to the said Company, who shall, within Seven Days after such Report, in case such Engine shall be found fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall be lawful for the said Company from Time to Time, upon the Report of their Engineer or other Agent of any Engine used upon the said Railway being out of repair or unfit to be used upon the said Railway, to order the same to be taken off or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine, or other Description of moving Power, without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the

said Railway any such Engine or moving Power as aforesaid, the Person to whom such Engine or moving Power shall belong shall not forthwith remove the same, or shall use any such Engine or moving Power upon the said Railway without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence; and the said Company are hereby authorized to remove any such Engine or moving Power from the said Railway.

**Owners and Occupiers of adjoining Lands may cross the Railway without Payment of Toll.**

CC. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall at their own Expence have made proper and convenient Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to Agreement with any Owner or Occupier thereof, or according to the Provisions of this Act,) at all Times to pass and repass, and to ride, lead, or drive any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly, but not otherwise, over and across such Part, and such Part only, of the said Railway as shall be made in or upon their respective Lands, for the Purpose of occupying the same Lands, not damaging or obstructing such Railway or the Passage thereof, without Payment of any Rate or Toll for the same, provided they shall not pass across or upon any other Part of the said Railway.

**Right of such Owners or Occupiers to cross the Railway to cease when proper Communication is made.**

CCI. Provided also, and be it further enacted, That so soon as the said Company shall have built, formed, and constructed proper Bridges, Archways, Culverts, or Passages over or under the said Railway, and communicating between the Lands of the Owner or Owners respectively on one Side of the said Railway, and the Lands of the same Owner or respective Owners on the other Side of the said Railway, together with lateral Paths or Roads along each Side of the said Railway, from each of such Bridges, Archways, Culverts, or Passages to the others or other of them, within the respective contiguous Lands of each such Owner, the Right of every such Owner from or between and along whose Lands such Bridges, Archways, Culverts, or Passages, and Paths or Roads, which shall have been made, and also of the Occupier and Occupiers of such Lands, and the Servants and Workmen of every such Owner and Occupier, to pass over the said Railway, and to ride, lead, or drive any Horse, Mule, or Ass, and One or any other Neat Cattle, Sheep, Swine, or any other Beast, across the said Railway, pursuant to the Power hereinbefore contained, shall altogether cease, determine, and be at an end.

**Penalty for obstructing Passage of the Railway, by leaving Carriages or Goods thereon.**

CCII. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Two Feet over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage or any Goods or Things shall be placed or be suffered to remain on any Part of the said Railway or other Works, so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in

every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds for every Hour during which such Obstruction shall continue after the making such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be unloaded, if necessary, and to be removed in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such Unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such Unloading, Removal, or Detention, or for any Delay occasioned thereby in any other Way relating thereto, except for wilful Damage to any Carriage, Goods, or Things so unloaded, removed, or detained, nor shall they or he be liable for the safe Custody of any such Carriage, or any Goods or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

Railway not to be used as a Passage for Horses or other Cattle.

CCIII. Provided always, and be it further enacted, That if any Person (save and except the said Company and their Agents and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking,) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, or shall permit or suffer to be upon such Railway or any Part thereof, any Horse, Mule or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, except only in directly crossing the same at Places to be appointed for that Purpose, or for the necessary Occupation as aforesaid of the respective Lands through which the said Railway shall pass, every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on Persons on Foot using Railway.

CCIV. And whereas it may be attended with very great Danger to the Public if the said Railway should be used by Persons on Foot; be it therefore enacted, That if any Person shall be or travel or pass upon Foot upon the said Railway without the Licence and Consent of the said Company (unless for the Purpose of attending any Carriage under his Care, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants, in passing across or over the same as herein-before authorized), every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on Persons obstructing the free Course of the Railway.

CCV. And be it further enacted, That if any Person shall throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works, unless by Authority of the said Company, or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he, and every Person

actually or constructively aiding or assisting therein, shall respectively forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Penalty for obstructing Persons employed in the Construction of Railway.

CCVI. And be it further enacted, That if any Person shall obstruct or prevent any Person employed by the said Company in the setting out the Line of the said Railway, or engaged in the Construction thereof or of any Part thereof, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds nor less than Twenty Shillings for every such Offence.

Penalty on destroying Works.

CCVII. And be it further enacted, That if any Person shall wilfully, and to the Detriment of the said Undertaking or of the said Company, injure, break, throw down, destroy, steal, or take away any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, so as that the Use of or Passage on the said Railway shall be or shall be liable to be obstructed, impeded, or otherwise interrupted, every Person being lawfully convicted of any such Offence shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of Simple Larceny.

Punishment of Persons in the Service of the Company for Drunkenness.

CCVIII. And whereas it is expedient for the further Security of Property and the better Conduct of the Business of the said Railway, after the same or any Part thereof shall be completed, that Punishment beyond that which is now by Law provided shall be inflicted upon any Person in the Service of the said Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds nor less than Ten Shillings, to be recovered and applied in like Manner as Penalties imposed by this Act are directed to be recovered and applied.

Company not to permit the Erection of Beer Shops on their Land.

CCIX. Provided also, and be it further enacted, That during the Construction of the said Railway the said Company shall not erect or permit to be erected any Beer Shop or Place for the Sale of Beer or Liquors on any Part of the said Line, or of the Land to be purchased or used by the said Company under or by virtue of this Act.

Indictments, Informations, &c. preferred or instituted.

CCX. And be it further enacted, That all Indictments, Informations, or legal Proceedings whatsoever, to be preferred, instituted, or carried on against any Person for feloniously taking, stealing, or embezzling, or for destroying, damaging, or injuring, removing or carrying away, any Goods, Chattels, or Property of or belonging to the said Company, or any Goods, Chattels, or Property in their Custody or Possession, or in the Custody or Possession of any Officer or Servant of the said Company, or for and on behalf of any other Corporation or Person having deposited such Goods, Chattels, or

or Property in the Care or Custody of the said Company or their Officers or Servants, or any Goods, Chattels, or Property in or on the said Railway, or any of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company, and in all other Indictments, Informations, or legal Proceedings whatsoever of or concerning such Goods, Chattels, or Property respectively, it shall be sufficient to describe and refer to such Goods, Chattels, and Property respectively as the Goods, Chattels, and Property of the said Company, and in case the same shall have been so as aforesaid feloniously taken, stolen, or embezzled, or removed or carried away, to allege that the same were so feloniously taken, stolen, embezzled, removed, or carried away, as the Case may be, from the said Company; and it shall be sufficient on the Trial or hearing of any such Indictment, Information, or other legal Proceeding to prove that at the Time when such Goods, Chattels, and Property respectively were so feloniously stolen, taken, or embezzled, or so damaged, destroyed, or injured, or removed or carried away, or when other the Matter or Thing complained of in such Indictment, Information, or other legal Proceeding took place, such Goods, Chattels, and Property were in or on the said Railway, or some of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company, or in the Custody or Possession of some Officer or Servant of the said Company, for and on behalf of the said Company, or for and on behalf of some Person or Corporation having deposited the same with the said Company, without any other Proof of Property.

Damages and Charges in case of Dispute to be settled by Two Justices.

CCXI. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof or of any Dispute respecting the same, shall be ascertained and determined by some Two or more Justices of the Peace for the County, City, or Place wherein such Damages or Charges shall be incurred or be directed to be paid; and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for the levying of any Penalties or Forfeitures.

In case of Nonpayment of Compensation for Damages, &c. the same may be levied by Distress of the Goods of the Company.

CCXII. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company, in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be

be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by such Justice; which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of such Money and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company.

Recovery and Application of Penalties.

CCXIII. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance thereof, (the Manner of levying and recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, One Moiety to the Informer, and the Remainder to the said Company, for the Use and Benefit of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender shall give sufficient Security, to the Satisfaction of such Justices of the Peace, for his Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Eight Days from the taking of such Security), and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and

and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but they are hereby required, by Warrant under their Hands and Seals, to commit such Offender to some Common Gaol or House of Correction for the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

Justices may proceed by Summons in the Recovery of Penalties.

CCXIV. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against this Act, or against any Bye Law, Order, or Rule made in pursuance hereof, to summon before him the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited before such Justice; and all such Proceedings by Summons, without Information in Writing or in Print, shall be as valid and effectual, to all Intents and Purposes, as if an Information in Writing or in Print had been exhibited.

For securing Offenders whose Names and Residences are unknown.

CCXV. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person whose Name and Residence shall be unknown to such Officer or Agent who shall commit any Offence against this Act, and to convey him before some Justice for the County, City, or Place within which such Offence shall be committed, without any Warrant or other Authority than this Act, and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

Forms of Information and Conviction.

CCXVI. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information (whenever an Information shall be taken in Writing or in Print) and the Conviction respectively to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require; (that is to say,)

Form of Information.

'} to wit. } BE it remembered, That on the Day of *A. B.* of informeth me *C. D.*, One of His Majesty's Justices of the Peace for the County [*as the Case may be*], that *E. F.* of [*here describe the Offence, and the Time and Place when and where committed*], contrary to an Act passed in the Year of the Reign of His Majesty King *William* the Fourth, intituled [*insert the Title of this Act*], which hath imposed a Forfeiture of for the said Offence. Taken the Day of before me. *C. D.*'

Form of Conviction.

'to wit.' } BE it remembered, That on the Day of in the Year of our Lord , *A. B.* 'is convicted before me *C. D.*, One of His Majesty's Justices of the 'Peace for the County of [*here describe the Offence, 'and the Time and Place when and where committed*], contrary to an 'Act passed in the - Year of the Reign of His Majesty King *William* the Fourth, intituled [*insert the Title of this Act*]. Given under 'my Hand and Seal the Day and Year first above written. *C. D.*'

Distress not unlawful for Want of Form.

CCXVII. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage by an Action upon the Case.

Proceedings not to be quashed for Want of Form.

CCXVIII. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari or by any other Writ or Proceeding whatsoever into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Persons aggrieved may appeal to Quarter Sessions.

CCXIX. And be it further enacted, That all Corporations and Persons who may think themselves aggrieved by any Order or Judgment made or given in pursuance of any Bye Law, Rule, or Order of the said Company or of the said Directors, and also the said Company and all other Corporations and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County where the alleged Cause of Appeal shall arise, first giving Ten Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company, as the Case may be, and forthwith after such Notice entering into Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, may adjourn the hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County or Place; and the said Justices may if they see Cause mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Bye Law, Rule, Order, or Determination, and may also order any such further Satisfaction to be made

made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they shall think reasonable.

Justices to appoint Special Constables.

CCXX. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace of the said Counties of *Warwick*, *Worcester*, *Gloucester*, or of the City of *Gloucester*, from Time to Time to appoint such fit and proper Persons as shall be nominated to them by any Three of the Directors of the said Company for that Purpose, to be Special Constables within the said Railway and other Works and the Distance of Five hundred Yards therefrom; and every Person so appointed shall take an Oath, to be administered by any such Justices of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and all other unlawful Acts, within the Limits of the said Premises for which he is appointed, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders, as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more of the Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges, by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed, shall wholly cease.

General Power to Justices to administer Oaths.

CCXXI. And be it further enacted, That in all Cases in which any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

For compelling Witnesses to attend.

CCXXII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of, or for any Offence committed against this Act, or any Matter which is hereby referred to any Justice of the Peace, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or in the Case of a Quaker on Affirmation, to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

CCXXIII. And

Lessee, Secretary, and other Officers may be Witnesses.

CCXXIII. And be it further enacted, That no Person shall be deemed incompetent to give Evidence, or be disqualified from giving Testimony or Evidence, in any Action, Suit, Prosecution, or other legal Proceedings to be brought or had in any Court of Law or Equity, or before any Justice of the Peace, under or by virtue of this Act, by reason of being a Collector of such Tolls, Secretary, Clerk, Engineer, or other Officer or Servant of the said Company, nor shall such Testimony or Evidence for any of the Reasons aforesaid be rejected or liable to be questioned or set aside.

Directors empowered to grant Releases to Witnesses.

CCXXIV. And be it further enacted, That in all Cases, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of exonerating, releasing, and discharging any Person who shall or may be produced as Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, from any Claim or Demand which may be necessary to be released by the said Company, so as to qualify such Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Authenticated Bye Laws to be Evidence.

CCXXV. And be it further enacted, That in all Cases of Prosecution for Offences against any of the Bye Laws, Rules, or Orders of the said Company, the Production of a written or printed Paper purporting to be the Bye Laws, Rules, or Orders of the said Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Rules, or Orders, and it shall be sufficient to prove that a printed Paper or painted Board containing a Copy of such of the Bye Laws, Rules, or Orders as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty hath been affixed and published in manner by this Act directed, and, in case of its being afterwards displaced or damaged, hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant, that such printed Paper or painted Board is not a Copy of such Bye Laws, Rules, or Orders, or hath not been duly affixed and generally continued in manner by this Act directed.

Declaring what shall be good Service of Notice on

CCXXVI. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity upon the said Company, personal Service thereof upon the

the Secretary or Clerk of the said Company, or leaving the same at the Office of the said Company or of such Secretary or Clerk, or delivering the same to some Inmate at such Office of the Company, or at the last or usual Place of Abode of such Secretary or Clerk, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent of or Officer employed by the said Company, or any One Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent or Officer, shall be deemed good and sufficient Service of the same respectively on the said Company. the Company.

Declaring what shall be good Service of Notice by the Company.

CCXXVII. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, or otherwise, upon any Corporation or Person, under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member or upon the Clerk or other Officer of such Corporation, or delivering the same to some Inmate at the last or usual Place of Abode of such Person, or of such Member, Clerk, or other Officer of such Corporation, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation, as the Case may be, except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director, or by the Secretary or Clerk of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

How Debts may be proved in Cases of Bankruptcy.

CCXXVIII. And be it further enacted, That in case any Person against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, the Secretary or Clerk or Treasurer of the said Company for the Time being may do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in Choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

Limitation of Actions.

CCXXIX. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding, of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities, or any of the Orders made, given, or directed in, by, or under this Act, unless Twenty Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or in case there shall be a Continuation of Damage then within Six Calendar Months next after the doing or committing such Damage shall have ceased,

ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County, City, or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence, at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been so done, or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as hereinbefore directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Plaintiff not to recover after Tender of Amends.

CCXXX. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, or in, under, or by virtue of any Power or Authority hereby given, if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding before such Action brought; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Directors not personally answerable for Acts legally done as Directors.

CCXXXI. And be it further enacted, That none of the Directors of the said Company hereby appointed, or hereafter to be appointed under the Authority of this Act, shall, by reason or means or on account of his being Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere, and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors, or any of them, shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into, or made, signed, or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in Execution, but that in every such Case any Person making any Claim or Demand upon the said Company, or upon any Directors thereof, under or by virtue of any such

such Contract or Instrument or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For the Indemnity of Directors.

CCXXXII. And be it further enacted, That the Directors, their Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur in the Execution of the Powers and Authorities hereby granted to them, and they shall be so indemnified out of the Assets for the Time being of the said Company, and, if necessary, by Calls for that Purpose of the Capital which may remain unpaid; and the Directors for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purposes of such Indemnity and Reimbursement.

Power to form the Line between Cheltenham and Gloucester, to cease in case the Great Western Union Railway Company obtain an Act during present Session.

CCXXXIII. And whereas a Bill is now pending in Parliament, intituled *A Bill for making a Railway from* Cheltenham *and from* Gloucester *to join the Great Western Railway near* Swindon, *to be called* "*The* Cheltenham *and Great Western Union Railway*," *with a Branch to* Cirencester, for making a Railway between the Places aforesaid, which said Railway will be applicable between *Cheltenham* and *Gloucester* to the Purposes of the *Birmingham* and *Gloucester* Railway Company; be it therefore enacted, That in case the said Bill shall pass into a Law during the present Session of Parliament, then and in such Case so much of this Act as empowers the said *Birmingham* and *Gloucester* Railway Company to purchase Lands, and to make a Railway from a certain Field in the Parish of *Cheltenham* numbered 64. in the Plans herein-before mentioned, to the intended Depôt at *Gloucester*, shall cease and be wholly inoperative: Provided nevertheless, that upon Payment or Tender by the said *Birmingham* and *Gloucester* Railway Company to the said *Cheltenham* and Great Western Union Railway Company of One Half of the Money actually expended by the said *Cheltenham* and Great Western Union Railway Company in and about the purchasing of Land, and the Formation and making of the said Line of Railway between the intended Depôt at *Cheltenham*, to be made by the said *Cheltenham* and Great Western Union Railway Company, and the intended Depôt at *Gloucester*, the said *Cheltenham* and Great Western Union Railway Company shall be and be considered as Trustees only for the *Birmingham* and *Gloucester* Railway Company of that Half of the Line between the said Depôts lying nearest to *Gloucester*; and all Powers and Authorities by this Act vested in the said *Birmingham* and *Gloucester* Railway Company shall extend and apply to the last-mentioned Half of the said Line between the Depôts aforesaid, as fully and amply as if the said *Birmingham* and *Gloucester* Railway Company had formed the same under the Authority of this Act.

Public Act.

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

The

# The SCHEDULE to which the foregoing Act refers.

## COUNTY OF WARWICK.

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| **PARISH OF ASTON JUXTA BIRMINGHAM.** | | | |
| *Township of Saltley and Washwood.* | | | |
| London and Birmingham Railway Company | - - | London and Birmingham Railway Company<br>James Diggles | Land appropriated for the Line of the London and Birmingham Railway, Embankments, and Works and Cottage. |
| Ditto | - - | James Diggles | Rope Walk and Cottage. |
| Ditto | - - | William Baugh | Garden and Sheds. |
| Ditto | - - | Job Whitfield | Cottage and Garden. |
| *Township of Bordesley.* | | | |
| Daniel Ledsam and Joseph Soden and James Spooner, Trustees of Elizabeth Soden. | - - | John Savage | Rope Walk, Shed, and Garden. |
| Ditto | - - | William Challoner | Cottage and Garden. |
| Ditto | - - | Jacob Whitehouse | Garden. |
| Ditto | - - | Joseph Stephens | Gardens. |
| Ditto | - - | Thomas Shaw | Garden. |
| Ditto | - - | Richard Chattaway | Garden. |
| Ditto | - - | William Gibson | Garden. |
| Ditto | - - | Isaac Walters | Cottage and Garden. |
| Ditto | - - | William Siviter<br>Joseph Caldwell | Cottage and Gardens. |
| Ditto | - - | Benjamin Pardon<br>James Williams | Cottage and Gardens. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| Daniel Ledsam and Joseph Soden and James Spooner, Trustees of Elizabeth Soden. | - - | George Mills | Garden. |
| Ditto | - - | Joseph Edwards | Garden. |
| Ditto | - - | John Baker | Garden. |
| Ditto | - - | Samuel Wakefield | Garden. |
| Ditto | - - | John Wambsley Turner | Garden. |
| Ditto | - - | George Gardiner | Garden. |
| Ditto | - - | George Bates | Garden. |
| Ditto | John Booth | John Billingsley | Garden. |
| Ditto | - - | Michael Sanders | Garden. |
| Ditto | - - | Joseph Taylor | Garden. |
| Ditto | - - | John Billingsley | Garden. |
| Ditto | - - | Joseph Walters | Garden. |
| Ditto | - - | William Hume | Garden. |
| Ditto | - - | Isaac Walters | Garden. |
| Ditto | - - | William Chandler | Garden. |
| Ditto | - - | William Bevan | Garden. |
| Ditto | - - | Henry Smith<br>Joseph Edwards | Garden. |
| Ditto | - - | William Bird<br>Benj. Stephenson<br>Edward Moseley | Cottage and Garden. |
| Ditto | John Warden | John Warden | Brick Ground, Kilns, and Sheds. |
| Ditto | Ditto | Thomas Taylor | Brick Ground, Kilns, and Sheds. |
| Joseph Beete Jukes, Ebenezer Robins, Cornelius Robins. | - - | William Spencer and Thomas Nicholls. | Cottage and Garden. |
| Ditto | William Avery | Martin Billing | House, Offices, and Garden. |
| Ditto | Ditto | Josiah Bayley | Ditto. |
| Ditto | Ditto | James Sill | Ditto. |
| Ditto | Ditto | George Grice | Ditto. |
| Ditto | William Avery | Isaac James | House, Offices, and Garden. |
| James Taylor | Samuel Balden and William Jenkins. | William Jenkins | House, Offices, and Garden. |
| Ditto | Ditto | George Grove | House, Offices, and Garden. |
| Ditto | Samuel Balden | George Rollason | Ditto. |
| Ditto | Ditto | Thomas Rollason | Ditto. |
| Ditto | Samuel Balden | Void | Ditto. |
| Ditto | William Hickman | Ditto | Ditto. |
| Ditto | William Davies | Ditto | Ditto. |
| Ditto | Ditto | Mary Nairn | Ditto. |
| Ditto | - - | Thomas Curtis<br>Joseph Bishop | Garden, Sheds, and Pigstye. |
| Ditto | - - | Thomas Curtis | Garden. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| James Taylor | Thomas Curtis | Joseph Bishop | House, Offices, and Garden. |
| Ditto | Ditto | Thomas Curtis | Ditto. |
| Ditto | Ditto | John Green | House, Offices, and Garden. |
| Ditto | - - | Stephen Yates | Garden. |
| Ditto | - - | David Clark | Ditto. |
| Ditto | - - | Robert Halford | Ditto. |
| Ditto | - - | Robert Crowton | Ditto. |
| Ditto | - - | Patrick Molloy | Ditto. |
| Ditto | - - | Thomas Nicholls | Ditto. |
| Ditto | - - | William Paskin | Ditto. |
| Ditto | - - | George Walker | Ditto. |
| Ditto | - - | Edward Holmes | Ditto. |
| Ditto | - - | Stephen Yates | Ditto. |
| Ditto | - - | William Leggett | Ditto. |
| Ditto | - - | Joseph Morris | Ditto. |
| Ditto | - - | Thomas Underwood | Ditto. |
| Ditto | - - | Richard Lyndon | Ditto. |
| Ditto | - - | Henry Carter | Ditto. |
| Ditto | - - | Edward Pearson | Ditto. |
| Ditto | - - | John Cheese | Ditto. |
| Ditto | Thomas William Keay. | Thomas William Keay. | House, Offices, and Garden. |
| Ditto | Stephen Yates | Stephen Yates | House, Offices, Garden, and Sheds. |
| Ditto | Ditto | William Leggett | House, Offices, and Garden. |
| Ditto | Ditto | Stephen Yates | Nursery Ground. |
| Ditto | Ditto | Ditto | Garden and Nursery Ground. |
| The Reverend Ashurst Turner Gilbert, Principal of Brazenose College, Oxford, and the Principal and Fellows of the same College; Thomas Pemberton, High Bailiff of Birmingham; Morgan Rice James, Mayor of Haverford West; The Reverend James Thomas junior, Master of Haverford West School; and the Reverend Francis Jeune, Head Master of the Free Grammar School of King Edward the Sixth in Birmingham. | James Taylor | William Bowes Dadley. | Gardens and Sheds. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| The same Owners | James Taylor | William Smith senior | Garden. |
| Ditto | Ditto - | Edward Smith | Ditto. |
| Ditto | Ditto - | Charles Brown | Ditto. |
| Ditto | Ditto - | Joseph Bloomer | Ditto. |
| Ditto | Ditto - | John Sanders | Ditto. |
| Ditto | Ditto - | Samson Pemberton | Ditto. |
| Ditto | Ditto - | Joseph Rollason | Ditto. |
| Ditto | Ditto - | Edward Adams | Ditto. |
| Ditto | Ditto - | Joseph Craythorn | Ditto. |
| Ditto | Ditto - | Joseph Nicklin | Ditto. |
| Ditto | Ditto - | John Bartlam | Ditto. |
| Ditto | Ditto - | William Davis | Ditto. |
| Ditto | Ditto - | William Smith junior | Ditto. |
| Ditto | Ditto - | John Roberts and James Sandles. | Garden, Yard, and Cowshed and House. |
| Ditto | Ditto | Henry Spooner | Garden. |
| Ditto | Ditto | William Whitehouse | Ditto. |
| Ditto | Ditto | Charles Cooper | Ditto. |
| Ditto | Ditto | James Roberts | Ditto. |
| Ditto | Ditto | David Deritend | Ditto. |
| Ditto | Ditto | Benjamin Wood | Ditto. |
| Ditto | Ditto | Edwin Deritend | Ditto. |
| Ditto | Ditto | George Staunton | Ditto. |
| Ditto | Ditto | William Pritchard | Ditto. |
| Ditto | Ditto | William Shelley | Ditto. |
| Ditto | Ditto | Samson Deeley | Ditto. |
| Ditto | Ditto | Thomas Broomhead | Ditto. |
| Ditto | Ditto | Aaron Jones | Ditto. |
| Ditto | Ditto | Thomas Boughtley | Ditto. |
| Ditto | Ditto | James Smallwood | Ditto. |
| Ditto | Ditto | John Ingleby | Ditto. |
| Ditto | Ditto | William Myatt | Ditto. |
| Ditto | Ditto | William Pickering | Ditto. |
| Ditto | Ditto | William Usher | Ditto. |
| Ditto | Ditto | John Doughty | Ditto. |
| Ditto | Ditto | Thomas Hildick | Ditto. |
| Ditto | Ditto | John Roberts | Ditto. |
| Ditto | Ditto | Samuel Chater | Ditto. |
| Ditto | Ditto | William Hancox | Ditto. |
| Ditto | Ditto | John Phillips | Ditto. |
| Ditto | Ditto | James Roberts | Ditto. |
| Ditto | Ditto | John Cobley | Ditto. |
| Ditto | Ditto | Downing | Ditto. |
| Ditto | Ditto | Benjamin Wood | Ditto. |
| Ditto | Ditto | James Sandhales | Ditto. |
| Ditto | Ditto | John Roberts | Ditto. |
| Ditto | Ditto | John Cobley | Ditto. |
| Ditto | Ditto | John Doughty | Ditto. |
| Ditto | Ditto | Samuel Chater | Ditto. |
| Ditto | Ditto | Downing | Ditto. |
| Ditto | Ditto | John Phillips | Ditto. |
| Ditto | Ditto | Benjamin Wood | Ditto. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| The same Owners | James Taylor | James Roberts | Garden. |
| Ditto | Ditto | James Sandhales | Ditto. |
| Warwick and Birmingham Canal Company. | - - | Alfred Partridge | Ditto. |
| The same Owners as last but one above. | Ditto | Thomas Brittle | Ditto. |
| Ditto | Ditto | James Smith | Ditto. |
| Ditto | Ditto | William Gordon | Ditto. |
| Ditto | Ditto | Thomas Timmins | Ditto. |
| Ditto | Ditto | William Brookes | Ditto. |
| Ditto | Ditto | Thomas Brittle | Ditto. |
| Ditto | Ditto | Simon Heming | Ditto. |
| Ditto | Ditto | Owen Gray | Ditto. |
| Ditto | Ditto | Samuel Sparrow | Ditto. |
| Ditto | Ditto | John Beck | Ditto. |
| Ditto | Ditto | William Harper | Ditto. |
| Ditto | Ditto | Samuel Smith | Ditto. |
| Ditto | Ditto | Silas Thompson | Ditto. |
| Ditto | Ditto | John Powell | Ditto. |
| Ditto | Ditto | Charles Purser | Ditto. |
| Ditto | Ditto | John Williamson | Ditto. |
| Ditto | Ditto | Thomas Knowles | Ditto. |
| Ditto | Ditto | Joseph Sparrow | Ditto. |
| Ditto | Ditto | Francis Hinckley junior. | Ditto. |
| Ditto | Ditto | Joseph Sanders | Ditto. |
| Ditto | Ditto | John Allen | Ditto. |
| Ditto | Ditto | Edward Ryles | Ditto. |
| Ditto | Ditto | Edward Newey | Ditto. |
| Ditto | Ditto | Joseph Minshull | Ditto. |
| Ditto | Ditto | Henry Parker | Ditto. |
| Ditto | Ditto | John Hill | Ditto. |
| Ditto | Ditto | John Lyons | Ditto. |
| Ditto | Ditto | John Baker | Ditto. |
| Ditto | Ditto | William Jones | Ditto. |
| Ditto | Ditto | John Gibson | Ditto. |
| Robert Webb | - - | Robert Webb | Plantations. |
| John Whittingham | - - | Ann, Webb Norton | House and Garden. |
| Ditto | - - | Edward Giddins | Ditto. |
| Ditto | - - | Edward Kimberley | Ditto. |
| John Simcox | - - | Joseph Edwards | Garden. |
| Ditto | - - | James Durden | Ditto. |
| Ditto | - - | John Evans | Garden and Nursery Ground. |
| Ditto | - - | Charles Ashford | Garden. |
| Ditto | - - | William Hodgetts | Ditto. |
| Ditto | - - | Richard Danks | Ditto. |
| Ditto | - - | Ditto | Ditto. |
| Ditto | - - | Ditto | Ditto. |
| Ditto | - - | Void | Ditto. |
| Ditto | - - | John Pearce | Ditto. |
| Ditto | - - | William Voce | Ditto. |
| Ditto | - - | George Ainge | Ditto. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| Sarah Webb | William Beale | William Beale | House, Offices, Gardens, Pleasure Ground, Plantation, Shrubbery, Walks, Lodge. |
| | | William Elwell | |
| | | - - | |
| | | - - | |
| | | - - | |
| John Oughton and Mary Oughton. | John Minshull | Charles Minshull | Garden. |
| Ditto | Ditto | Jane Wells | Ditto. |
| Ditto | Ditto | Thomas Sale | Ditto. |
| Ditto | Ditto | Charles Minshull | Ditto. |
| Ditto | Ditto | Thomas Bardell | Ditto. |
| Ditto | Ditto | Robert Moore | Ditto. |
| Ditto | Ditto | William Mander | Ditto. |
| Ditto | Ditto | Henry Trueman | Ditto. |
| Ditto | Ditto | William Snow- | Ditto. |
| Ditto | Ditto | Posthumous Thomas Proctor. | Ditto. |
| Ditto | Ditto | Thomas Bardell | House and Garden. |
| Daniel Ledsam and Joseph Soden and James Spooner, Trustees of Elizabeth Soden. | - - | William Brittle | Garden. |
| | | George Brittle- | Ditto. |
| | | - - | |
| | | - - | |
| | | - - | |
| Ditto | - - | James Newey - | Ditto. |
| Ditto | - - | Edward Brittle | Ditto. |
| Ditto | - - | W. T. Perks - | Ditto. |
| Ditto | - - | Richard Nightingale | Gardens. |
| Ditto | - - | William Bradshaw | Ditto. |
| Ditto | - - | Joseph Pimm - | Garden. |
| Ditto | - - | Thomas Collins | Gardens. |
| Ditto | - - | Edward Mayfield | Garden. |
| Ditto | - - | John Field | Ditto. |
| Ditto | - - | Samuel Street | Gardens. |
| Ditto | - - | John Cheshire | Garden. |
| Ditto | - - | Theophilus Banks | Ditto. |
| Ditto | - - | William Fereday | Ditto. |
| Ditto | - - | William Falcon- bridge. | Ditto. |
| Ditto | - - | Thomas Whitehouse | Ditto. |
| Ditto | - - | Charles Steel | Ditto. |
| Thomas Pemberton and John Wilmot, Trustees of the Will of the late James Belles. | - - | Void | House, Offices, and Garden. |
| Thomas Askey | - - | Richard Peyton | House, Offices, and Garden. |
| William Fereday | - - | William Fereday | House, Offices, Garden, and Coal Yard, and Stable. |
| John Field | - - | William Stubbs | House and Garden. |
| Ditto | - - | John Bayley | Ditto. |
| Ditto | - - | Robert Smith | House and Garden. |
| Ann Knight | - - | Richard Hill | Ditto. |
| Ditto | - - | Void | Ditto. |
| William Lee | - - | William Lee | Ditto. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| William Parsons | - - | William Parsons | Garden. |
| William Dixon | - - | Joseph Dutton | Ditto. |
| Ditto | - - | George Boden | Ditto. |
| Ditto | - - | William Cox | Ditto. |
| William Cox | - - | William Cox | House and Garden. |
| Maria Boyce senior, Maria Boyce junior, James Reynolds Boyce, and Reuben Wigley, Trustees of the late James Boyce. | - - | Mary Jones | Ditto. |
| William Ward | - - | Christopher Lawson | Ditto. |
| William Parkes | - - | William Painter | Ditto. |
| Ditto | - - | John Millward | Ditto. |
| William Daniel Brownell. | - - | William Daniel Brownell. | Garden. |
| Joseph Pimley | - - | Elizabeth Hawkins | House, Stable, and Garden. |
| Edward Wardell | - - | Richard Gayther | House and Garden. |
| Ditto | - - | Joseph Herring | Ditto. |
| Ditto | - - | Edward Wardell | Ditto and Shop. |
| John Fowler | - - | Samuel Henn | House and Garden. |
| Ditto | - - | Lucy Thomas | Ditto. |
| Ditto | - - | Hannah Owen | Ditto. |
| William Johnson | - - | William Johnson | Ditto. |
| William Farnell | - - | William Farnell | Garden. |
| John Berwick | - - | John Berwick | House and Garden. |
| Ditto | - - | Theodosia Warwick | Ditto. |
| Joseph Pimley | - - | Thomas Hill | House and Garden, Stable and Coach House. |
| John Wilkes Unett | Josiah Corrie | Josiah Corrie | Plantation. |

## COUNTY OF WORCESTER.

### PARISH OF KING'S NORTON.

| | | | |
|---|---|---|---|
| John Parker | - - | John Parker | Garden and Pigstyes. |
| Ditto | - - | Ditto | Ditto. |
| Samuel Rawlins sen. | - - | George Hemming | Garden. |
| John Simcox, Richard Aston, William Avery, Trustees of Joseph Balden. | William Walker Jenkins | Samuel Sharman, William Walker Jenkins, George Bluck. | House, Offices, and Garden, Farm and Buildings, Cottage. |
| Joseph Webb | - - | Edward Dickenson | Garden. |
| Ditto | - - | Thomas Meadew | Ditto. |
| Ditto | - - | James Godsoe | Ditto. |
| Ditto | - - | John Vale | Ditto. |
| Ditto | - - | Sarah Johns | Ditto. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| Joseph Webb | - - | John Millward | Garden. |
| Ditto | - - | Thomas Averill | Ditto. |
| Reverend William Morrell Lawson. | - - | Hannah Sanders | House and Garden. |
| Ditto | - - | Joseph Pugh | Ditto. |
| James Taylor | - - | James Guest junior | House, Offices, Plantation, Garden, and Carriage Drive. |
| Thomas Blayney | John Haycock Jervis | Nathaniel Thorn | House, Offices, Garden, Paddock, Pleasure Ground. |
| William Shorthouse | - - | William Shorthouse | Carriageway and Plantations. |
| Charles Ratheram | - - | Samuel Cox | House, Outbuildings, Garden, and Orchard. |
| William Congreve Russell. | - - | William Congreve Russell. | Pasture, Paddock or Lawn, and Walk. |
| Worcester and Birmingham Canal Company. | - - | - - | Canal Towing Path and Banks. |
| William Spurrier | William Martin | William Martin | Plantation. |
| Reverend Charles Eckersall and Mary Eckersall. | - - | John Pritchatt | Farm Buildings and Yards. |
| Ditto | - - | Lawrence Crawley | Coach House and Stable. |

## PARISH OF NORTHFIELD.

| | | | |
|---|---|---|---|
| Addison Fenwick, Ralph Fenwick, Thomas Fenwick, and Robert Fenwick. | - - | Addison Fenwick, Ralph Fenwick, Thomas Fenwick, Robert Fenwick, and James Cotterill. | Plantations. |
| Robert Cotterill | - - | Andrew Witherford | House, Shop, and Garden. |
| Ditto | - - | Henry Hadley | Ditto. |
| Ditto | - - | Joseph Wilkes | Ditto. |
| Ditto | - - | William Layton | Ditto. |
| Ditto | - - | George Lee | Ditto. |
| Ditto | - - | Andrew Witherford | Garden. |
| Ditto | - - | Henry Hadley | Ditto. |
| Ditto | - - | Edward Withers | Ditto. |
| Ditto | - - | Daniel Rose | House. |
| Ditto | - - | Edward Withers | House. |
| Ditto | - - | Robert Cotterill | Mill and Millpool. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| **PARISH OF KING'S NORTON — *continued.*** | | | |
| Robert Cotterill | - - | Richard Evans | Garden. |
| Ditto | - - | Ditto | Mill, Millhouse, and Pool. |
| Ditto | - - | Charles Hodgetts | Farm House and Farm Buildings. |
| Mary Millward | - - | James Ashford | House, Shop, and Garden. |
| Ditto | - - | William Lea | Ditto. |
| Ditto | - - | Henry Walker | Ditto. |
| Ditto | - - | Thomas Cox | Ditto. |
| Ditto | - - | Mary Millward | House, Outbuildings, and Garden. |
| Mary Ward | - - | John Price | House, Shop, and Garden. |
| Ditto | - - | John Smith | Ditto. |
| John Nash | - - | Sarah Smith | House, Shop, and Garden. |
| Ditto | - - | Ann Roach | Ditto. |
| **PARISH OF COFTON HACKET.** | | | |
| John Nash | - - | Sarah Smith | Cottage, Shop, and Garden. |
| Ditto | - - | Ann Roach | Ditto. |
| Reverend Henry Clarke. | - - | William Penn | House, Garden, and Pool. |
| Ditto | - - | Ditto | Farm Buildings and Yard. |
| The Hon. Robert Henry Clive. | - - | The Hon. Robert Henry Clive | Plantations. |
| Ditto | - - | John Penn | Cofton Hall, Garden, Orchard, Yard, Plantation, and Fold Yard. |
| The Hon. Robert Henry Clive and the Worcester and Birmingham Canal Company. | - - | - - | Feeder. |
| Reverend Henry Clarke. | - - | William Penn | Ozier Bed and Plantation. |
| Honourable Robert Henry Clive. | - - | Honourable Robert Henry Clive. | Plantation. |
| Ditto | - - | Ditto | Ditto. |
| Ditto | - - | Ditto | Ditto. |
| Ditto | - - | Ditto | Ditto. |
| Ditto | - - | John Penn | Carriageway and Plantation. |
| Ditto | - - | Ditto | Water Pit and Plantation. |
| Ditto | - - | Honourable Robert Henry Clive. | Plantation. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| **PARISH OF ALVECHURCH.** | | | |
| The Hon. Robert Henry Clive. | - - | The Hon. Robert Henry Clive. | Plantations, Ozier Bed, Wood, Bridle Road, and Ride. |
| Ditto | - - | Joseph Herdman | Orchard. |
| Philemon Baylis | - - | Philemon Baylis | Garden, House, and Orchard. |
| **PARISH OF BROMSGROVE.** | | | |
| Elizabeth Green | - - | Elizabeth Green | House, Garden, and Outbuildings. |
| **COUNTY OF WARWICK.** | | | |
| **PARISH OF TARDEBIG.** | | | |
| Honourable Robert Henry Clive. | - - | Jonathan Heynes | Orchard and Garden. |
| Ditto | - - | Ditto | House and Farm Buildings. |
| Ditto | - - | Ditto | Orchard. |
| **COUNTY OF WORCESTER.** | | | |
| **PARISH OF BROMSGROVE — *continued.*** | | | |
| John Taylor | - - | John Taylor | Plantation. |
| Ditto | - - | Ditto | Barn. |
| William Taylor | - - | William Taylor | Farm Buildings and Yards. |
| Thomas Taylor | - - | Thomas Taylor | |
| John Taylor | - - | John Taylor | |
| Ditto | - - | Ditto | |
| Ditto | - - | Ditto | Brick Kiln. |
| Ditto | - - | Ditto | House and Garden. |
| Benjamin Ashmore | - - | Benjamin Ashmore | Plantation. |
| Ditto | - - | Ditto | Pool. |
| **PARISH OF STOKE PRIOR.** | | | |
| Thomas Wilson | - - | Thomas Wilson | Farm House and Farm Buildings. |
| Ditto | - - | Ditto | Garden. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| John Creighton | - - | Samuel Abbott | House, Garden, and Farm Buildings. |
| John Penn | - - | John Penn | House and Garden. |
| Ditto | - - | Joseph Guise | Cottage and Garden. |
| Thomas Durham | - - | Thomas Durham | Orchard. |
| George Ellins | - - | George Ellins | Pleasure Ground and Walk. |
| Ditto | - - | Ann Abel | Cottage and Garden. |
| Ann Kettle | - - | John Holden | House, Garden, and Farm Buildings. |
| Jeremiah Abbott | - - | William Underhill | House and Garden. |
| Ditto | - - | William Dixon | Ditto. |
| Ditto | - - | Samuel Hill | Ditto. |
| Ditto | - - | Jeremiah Abbot | Orchard. |
| Richard Brettell | - - | William Allen | Ditto. |
| Ditto | - - | Ditto | House, Farm Buildings, and Garden. |
| Thomas Allen | - - | Jonathan Wilde | House and Garden. |
| Benjamin Smith | - - | Mary Sanders | Ditto. |
| Wilson Aylesbury Roberts. | Joseph Jones | Joseph Jones | Orchard. |
| Ditto | - - | Ditto | Orchard and Buildings. |
| Ditto | - - | Ditto | Buildings, Garden, Orchard, and Yards. |
| Surveyors of Highways, and the Dean and Chapter of Worcester. | Eliza Pardoe | - - | Lane in part planted. |
| Wilson Aylesbury Roberts. | Joseph Jones | Joseph Jones William Carr. | Cottage and Garden. |
| Thomas Henry Cookes. | - - | Joseph Page | Farm House and Garden. |
| Ditto | - - | Ditto | Farm Buildings and Yards. |
| Ditto | - - | Ditto | Orchard. |
| Joseph Page | - - | Joseph Page | Rick Yard. |
| Ditto | - - | Ditto | House, Farm Buildings, Yards, and Garden. |
| Ditto | - - | Ditto | Orchard. |
| Marmaduke James Langdale. | - - | Thomas Page | Orchard. |
| Reverend William Godfrey. | - - | Thomas Deakin | Plantation. |
| Marmaduke James Langdale. | - - | Thomas Page | Plantation. |
| Richard Ferdinand Cox, James Foster, Richard Parker. | - - | Richard Ferdinand Cox, James Foster, Richard Parker. | Workshops and Yard. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| **PARISH OF DODDERHILL.** | | | |
| Sir Anthony Lechmere. | - - | Thomas Nash | House, Farm Buildings, Orchards, Garden, and Yards. |
| Samuel Nash | - - | Samuel Nash | Orchard. |
| Ditto | - - | Ditto | House, Farm Buildings, Yards, and Garden. |
| **PARISH OF HANBURY.** | | | |
| Sir Anthony Lechmere, Baronet, and William Wall, Trustees of Thomas Taylor Vernon, deceased. | - - | William Farmer Parkes. | House, Farm Buildings, Garden, and Yards. |
| Ditto | - - | George Parry | Hovel. |
| John Howard Galton | - - | John Howard Galton<br>Samuel Partridge | Old Road planted with Oziers. |
| Worcester and Birmingham Canal Company. | - - | John Randel | Pigstyes and Privy. |
| Ditto | - - | - - | Canal Towing Path and Banks. |
| **PARISH OF HADSOR.** | | | |
| Lord Eastnor | - - | Thomas Wythes | House and Garden. |
| John Nash | - - | Joseph Holden<br>John Harrison | Part of Gardens. |
| John Howard Galton | - - | Henry Handy | Rickyard. |
| Sir Anthony Lechmere, Baronet, and William Wall, Trustees of the late Thomas Taylor Vernon, deceased. | - - | Thomas Partington | Foredrove, Orchard, House, and Farm Buildings. |
| **PARISH OF HIMBLETON.** | | | |
| James Winnall, Trustee of John Wythes, deceased. | - - | John Wythes senior | House and Garden. |
| John Nash | - - | George Nash | House and Gardens. |
| Ditto | - - | William Davis | House, Buildings, and Gardens. |
| Ditto | - - | Joseph Holden | House and Garden. |
| Ditto | - - | John Harrison | Ditto. |
| Joseph Hollington | - - | John Williams | Orchard. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| The Worcester and Birmingham Canal Company. | - - | - - | Railway Wharf, Basin, and Sheds. |
| The Dean and Chapter of Worcester, and the Reverend Richard Holmden Amphlett. | - - | Thomas Wythes junior. | House, Garden, Farm Buildings, and Orchards. |

## PARISH OF ODDINGLEY.

| | | | |
|---|---|---|---|
| John Howard Galton | John Pardoe | Thomas Clowes | House and Garden. |
| Ditto | - - | Henry Cole | Cottage and Garden. |
| Ditto | - - | Richard Pritchitt | Ditto. |
| Ditto | - - | John Chillingsworth | Ditto. |
| Nancy Freeman Thomas Wythes | - - | Samuel Guise | House and Garden. |
| Joseph Hughes | - - | George Best | Cottage and Garden. |
| Ditto | - - | Joseph Hughes | Ditto. |
| Joseph Davies | - - | Joseph Davies | House and Garden. |
| John Howard Galton | - - | William Barnett | Garden. |
| Ditto | - - | Ditto | Orchard and Rickyard. |
| Worcester and Birmingham Canal Company. | - - | - - | Canal Towing Path and Banks. |

## PARISH OF TIBBERTON.

| | | | |
|---|---|---|---|
| Robert Berkeley and the Reverend Joseph Tristrem. | - - | John Lloyd | Plantation. |
| The Worcester and Birmingham Canal Company. | - - | - - | Canal Towing Path and Banks. |
| Robert Berkeley and the Reverend Joseph Tristrem. | - - | John Lloyd | Plantations. |
| Ditto | - - | Ditto | House, Farm Buildings, Garden, and Yards. |
| The Dean and Chapter of Worcester, Edward Baylis. | - - | Edward Baylis | Hovel. |
| Ditto | - - | Ditto | Rickyard. |
| Robert Berkeley | - - | Henry Hartwright | House, Farm Buildings, Garden, and Yards. |
| Ditto | - - | Ditto | Orchard. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| | | PARISH OF BREDICOT. | |
| Henry Chamberlain | - - | Henry Chamberlain | Orchard. |
| Ditto | - - | Ditto | Ditto. |
| Ditto | Overseers of the Poor of Bredicot. | Francis Smith | House and Garden. |
| John Brampton | - - | John Day | House, Farm Buildings, Orchard, and Garden. |
| John Day | | | |
| Reverend Thomas Price | - - | Elizabeth Mantle | Barn and Fold Yard. |
| Ditto | - - | John Sallis, John Day | Two Houses and Gardens. |
| William Frederick Elrington. | - - | Elizabeth Mantle | Orchard. |
| Henry Chamberlain | - - | Henry Chamberlain | Pasture and Shed. |
| Ditto | - - | Ditto | Rickyard. |
| Ditto | - - | Ditto | Farm Buildings and Yard. |
| Ditto | - - | Ditto | House and Garden. |
| Ditto | - - | Ditto | Orchard. |
| Ditto | - - | Ditto | Ditto. |
| | | PARISH OF SPETCHLEY. | |
| Robert Berkeley | - - | Mary Shuard | House, Buildings, Shops, Gardens, and Yards. |
| Ditto | - - | Joseph Ross | Plantation. |
| | | That Part of the PARISH OF SAINT PETER THE GREAT which is in the COUNTY OF WORCESTER. | |
| | | *The Chapelry or Hamlet of Whittington in the said Parish.* | |
| | | PARISH OF NORTON JUXTA KEMPSEY. | |
| The Bishop of Worcester. | Benjamin Hook | Susanna Staunton and James Powell. | Cottage, Barn, and Fold. |
| Benjamin Hook | - - | Benjamin Hook | Plantation. |
| Samuel Hampton | - - | Simon Drake, John Bromfield. | Two Cottages and Gardens. |
| Benjamin Hook | - - | Benjamin Hook | Plantation. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| **PARISH OF SAINT ANDREW otherwise HOLY CROSS PERSHORE.** | | | |
| *The Hamlet of Wadborough in the said Parish.* | | | |
| **PARISH OF PIRTON.** | | | |
| Earl of Coventry | - - | William Woodward, Thomas Reeves, Moses Jeynes. | Two Cottages and Gardens. |
| Ditto | - - | John Shorter | Cottage, Garden, and Orchard. |
| **PARISH OF SAINT ANDREW otherwise HOLY CROSS PERSHORE — *continued.*** | | | |
| *Chapelry of Besford in the said Parish.* | | | |
| Sir John Saunders Sebright, Baronet. | - - | Elizabeth Evans | Orchard and Shed. |
| Ditto | - - | Martha Sherwood and Joseph Bedman. | Two Cottages and Gardens. |
| Ditto | - - | William Cooke | Cottage and Garden. |
| *Chapelry of Defford.* | | | |
| Samuel Guilding | - - | Henry Taylor | Orchard. |
| The Proprietors of the River Avon Navigation. | Edward Eagle and others. | Edward Eagle and others. | The River Avon. |
| **PARISH OF ECKINGTON.** | | | |
| The Proprietors of the River Avon Navigation. | Edward Eagle and others. | Edward Eagle and others. | The River Avon. |
| Benjamin Tarling | - - | Benjamin Tarling | Cottage, Building, and Garden. |
| William Nicholls | - - | William Nicholls and late Richard James. | Two Cottages and Gardens. |
| John Parish | - - | John Parish | Orchard. |
| Ditto | - - | Ditto | Carthouse, Shed, Buildings, and Yard. |
| Ditto | - - | Ditto | Yard and Garden. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| John Parish | - - - | Samuel Bright | House, and Wheelwright's Shop. |
| Elizabeth Goddard | - - | Elizabeth Goddard, Thomas Bartlett. | Two Cottages and Gardens. |
| John Nash | - - | John Nash, George Green, Samuel Mayo. | House, Barn, Shed, Garden, and Rick-yard. |
| Elizabeth Taylor | - - | Elizabeth Taylor | House, Garden, Orchard, and Buildings. |
| Mary Boulter | - - | Mary Boulter, Elizabeth Diaper. | House and Garden. |
| John Parish | - - | John Parish | Orchard. |
| Richard Boulton | - - | Edward Moore, Daniel Barnett. | Two Cottages and Gardens. |
| George Ferkins | - - | George Ferkins | Cottage and Garden. |
| Ann Goddard | - - | Ann Goddard | House and Garden, Fold Yard, and Buildings. |
| James Ferkins | - - | George Phelps, James Ferkins. | Cottage, Garden, and Orchard. |
| Francis Woodward | - - | Francis Woodward, Thomas Higgins, John Lockett. | Two Cottages, Gardens, Buildings, and Orchard. |
| John Dudfield | - - | James Watson | Cottage and Garden. |
| William Hams | - - | Mary Foller, Hannah Pickerell. | Two Cottages and Gardens. |
| William Farley | - - | William Farley | House, Garden, Orchard, and Buildings. |
| John Parish | - - | John Parish | House, Garden, and Orchard. |
| Ditto | - - | Edward Nash, John Roberts, Hannah Vernon. | Three Cottages and Gardens. |
| Thomas Mucklow | - - | Caleb Farley | House and Garden. |
| Ann Goddard | - - | Ann Goddard, William Hawker, Susanna Hunt, John Diaper. | Three Cottages, Orchard, and Garden. |
| John Meredith | - - | Mary Ricketts and Charity Ann Ricketts. | Two Cottages and Gardens. |
| William Davis | - - | William Davis | House and Garden. |
| Ditto | - - | Joseph Hartell | Public House, Buildings, and Garden. |
| James Marsh | - - | John Higgins, John Diaper, Thomas Pantor. | Cottages and Gardens. |
| John Cattle | - - | Charles Saunders | House and Garden. |
| James Ferkins | - - | George Phelps | Garden. |
| Ann Goddard | - - | Ann Goddard | Orchard. |
| John Parish | - - | John Parish | Orchard. |
| Ditto | - - | Ditto | Orchard and Shed. |
| George Phelps | - - | George Phelps | Garden and Cottage. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| | | **PARISH OF BREDON.** | |
| | | *Hamlet of Bredons Norton.* | |
| William Hatch | - - | Francis Woodward | Orchard and Hovel. |
| The Churchwardens of the Parish of Eckington. | - - | William Evans | Garden. |
| William Wall, Esquire. | - - | William Woodward | Hopyard, Orchard, and Shed. |
| Ditto | - - | John Bevan, William Roper. | Two Cottages and Gardens. |
| Thomas Brotheridge | - - | John Martin | Pasture and Orchard. |
| William Wall, Esquire. | - - | William Woodward | Orchard. |
| Ditto | - - | Ditto | Hovel. |
| Ditto | - - | James Witts | Garden. |
| | | *Hamlet or Tithing of Westmancote.* | |
| The Reverend John Keysall, as Rector of Bredon. | - - | William Whiting | Plantation. |
| Stephen Neale | - - | Stephen Neale | House, Garden, Buildings, and Land. |
| John Morse | - - | John Morse | Garden, Orchard, and Building. |
| Penelope Martin and Ann Martin. | - - | George Jones | Cottage and Garden. |
| | | *Hamlets of Bredon and Keynsham intermixed.* | |
| William Knight, William Baylis. | - - | William Knight, William Baylis. | Two Cottages and Gardens. |
| The Trustees of the Tewkesbury District of Turnpike Roads. | - - | - - | Turnpike House, Buildings, and Garden. |
| John Morse | - - | John Morse | Orchard. |
| Ditto | - - | William Moseley, Betty Farmer, Joel Murby, George Weston. | Four Tenements, Buildings, and Gardens. |
| William Dudfield | - - | James Robson | House, Garden, and Buildings. |
| Joseph Kendall | - - | Joseph Kendall | Shed. |
| Reverend John Keysall, as Rector of Bredon. | - - | Aaron Pike | Barn and Fold. |
| Ditto | - - | Ditto | Orchard. |
| Ditto | - - | William Higgins | Orchard. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| | | | |

## COUNTY OF GLOUCESTER.

### PARISH OF ASHCHURCH.

*Hamlet or Tithing of Northway and Newton in the said Parish.*

| | | | |
|---|---|---|---|
| Albinia Frances Curtis Hayward, Widow. | - - | John Baylis | Hovel. |
| Thomas Lee, Esquire. | - - | John Day | Orchard. |
| Ditto | - - | Ditto | Nursery and Garden. |
| Ditto | - - | Ditto | Orchard. |
| Albinia Frances Curtis Hayward, Widow. | - - | John New | Cottage, Garden, Farm Building, and Orchard. |
| Ditto | - - | John Baylis | Orchard. |
| Thomas Lee, Esquire. | - - | John Day | Farm House, Buildings, Gardens, and Yards. |
| Thomas Nichols | - - | Thomas Nichols | Cottage and Garden. |
| Albinia Frances Curtis Hayward, Widow. | - - | Joseph Willis | Ditto. |
| Ditto | - - | Thomas Greening | Farm House, Buildings, and Homestead. |
| Ditto | - - | Levi Webb and William Nicholls. | Two Cottages and Gardens. |
| Ditto | - - | John Baylis | Farm House, Buildings, and Garden. |
| Ditto | - - | Thomas Greening | Orchard. |
| Ditto | - - | Ditto | Gardens. |
| David Pugh, Esquire | - - | Ann Trinder | House, Buildings, Garden, and Homestead. |
| George Purser | - - | James Deakins | Cottage, Garden, and Orchard. |
| Ditto | - - | George Purser | Garden. |
| David Pugh, Esquire | - - | Joseph Price | Cottage and Garden. |
| Ditto | - | John Humphris and Thomas Wasley. | Two Cottages and Gardens. |
| Ditto | - - | Benjamin Morris | Cottage and Garden. |
| Ditto | - - | John Attwood | Ditto. |
| Ditto | - - | Sarah Weaver | Ditto. |
| Ditto | - - | George Purser. | Garden. |
| Ditto | - - | George Witts | Cottage and Garden. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| David Pugh, Esquire | - - | George Purser | Farm House, Buildings, Garden, and Yard. |
| Joseph Baylis | - - | Joseph Baylis | Cottage and Garden. |
| Sarah Wintle | - - | James Halling | Orchard. |
| *Hamlet or Tithing of Fiddington and Natton.* | | | |
| Michael Proctor | - - | William Fowler | Farm House, Buildings, Gardens, and Yard. |
| Ditto | - - | Ditto | Orchard. |
| Mary Purser | - - | James Griffith | Garden. |
| Michael Proctor | - - | William Fowler | Orchard. |
| Reverend Charles Herbert Martin. | - - | Ambrose Brotheridge. | Ditto. |
| PARISH OF TREDDINGTON. | | | |
| George Long | - - | George Long | Orchard. |
| PARISH OF BISHOPS CLEEVE. | | | |
| *Hamlet or Chapelry of Stoke Orchard.* | | | |
| Edward Croxwell Rogers, Esquire. | - - | Edward Croxwell Rogers, Esquire. | Orchard. |
| *Hamlets of Brockhampton and Southam.* | | | |
| William Woodward | - - | John Higgins senior. | Farm House and Buildings, Folds, and Garden. |
| Ditto | - - | Ditto | Orchard. |
| Reverend William Townsend. | - - | William Jackson | Ditto. |
| William Woodward | - - | John Higgins senior. | Barn and Fold. |
| Reverend William Townsend. | - - | William Jackson | Barn, Yard, and Orchard. |
| Lord Ellenborough | - - | Henry Read | Rick Yard. |
| Ditto | - - | Ditto | Farm Buildings and Fold. |
| Ditto | - - | Ditto | Garden. |
| The Reverend William Townsend. | - - | William Jackson | Orchard, Rickyards, Folds, and Sheds. |
| Lord Ellenborough | - - | William Allington | Cottage and Gardens. |
| Magdalen College, Oxford. | Lord Ellenborough | John Higgins junior | Orchard, Fold Yards, Farm House, and Garden. |
| The Reverend William Townsend. | - - | William Jackson | Garden and Orchards. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| Lord Ellenborough | - - | Henry Read | Wood Yard. |
| Ditto | - - | Ditto | Garden. |
| Ditto | - - | Ditto | Orchard. |
| Reverend William Townsend. | - - | William Jackson | Orchard. |
| Ditto | - - | Ditto | Garden. |
| Ditto | - - | Ditto | Barn and Rick Yard. |
| Ditto | - - | Ditto | Farm House, Yards, and Buildings. |
| Magdalen College, Oxford. | Lord Ellenborough | John Higgins junior | Barn, Rick Yard, Fold, and Buildings. |
| Ditto | Ditto | Ditto | Farm House, Yard, and Garden. |
| Ditto | Ditto | Ditto | Orchard, Fold, and Yard. |
| Ditto | Ditto | Ditto | Orchard. |
| Lord Ellenborough | - - | William Allington | Garden. |
| Ditto | - - | Ditto | Cottage and Garden. |
| Reverend William Townsend. | - - | William Jackson | Rick Yard, Fold, and Sheds. |
| Ditto | - - | Ditto | Orchard. |
| Ditto | - - | Ditto | Orchard. |
| Ditto | - - | Joseph Kemys and Isaac Wood. | Two Cottages and Gardens. |
| Lord Ellenborough | - - | Henry Read | Barn and Fold. |
| Ditto | - - | Ditto | Orchard. |
| William Woodward | - - | John Higgins senior | Ditto. |
| **PARISH OF PRESTBURY.** | | | |
| Catherine Richer | - - | Thomas Brunsdon and John Brunsdon. | Orchard. |
| **PARISH OF SWINDON.** | | | |
| Reverend William Townsend. | - - | William Jackson | Hovel. |
| John Surman Surman | - - | Charles Arkell | Orchard. |
| Ditto | - - | Richard Pleydell | Hovel. |
| Reverend Hugh Hanmer Morgan. | - - | John Brunsdon and Thomas Brunsdon. | Sheds. |
| **PARISH OF CHELTENHAM.** | | | |
| Harriet Ballinger Snelus, Trustee and Representative of Thomas Snelus, deceased. | - - | Cooke | Garden. |
| The Reverend John Sargeant. | Thomas Hurlstone and John Yearsley. | William Haines, Benjamin Thomas, and Thomas Haines. | Shed. |
| Ditto | Ditto | John Warren | Cottage and Garden. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| Francis Pym, Esquire | - - | Eleanor Hurlstone | Garden. |
| Reverend John Sargeant. | Thomas Hurlstone and John Yearsley. | Eleanor Hurlstone | Garden. |
| Francis Pym, Esquire | - - | John Dovey and Charles Dovey. | Garden. |
| Reverend John Sargeant. | Thomas Hurlstone and John Yearsley. | Eleanor Hurlstone | House and Garden. |
| Eleanor Hurlstone | - - | Ditto | Garden and Buildings. |
| William Allington | - - | Edward Candle | Cottage and Garden. |
| John Dovey, Charles Dovey, and Sarah Dovey. | - - | John Dovey, Charles Dovey, and Joseph Williams. | Three Cottages and Gardens. |
| Charles Dovey | - - | Charles Dovey | Garden. |
| John Turk junior | - - | John Turk junior | Garden. |
| Thomas Whitehead | - - | Thomas Whitehead | House and Garden. |
| John Arkell | - - | John Arkell | Garden Ground. |
| Thomas Bowles | - - | Thomas Bowles | Unfinished Cottage and Garden. |

*Tithing or Hamlet of Alstone in said Parish.*

| | | | |
|---|---|---|---|
| Richard Roy, Esquire | - - | John Manning | Cottage. |
| Ditto | - - | Isaac Daft | Cottage. |
| Representatives of the late Henry Butt, deceased. | - - | Henry Butt junior and his Three Sisters. | Orchard. |

*Tithing or Hamlet of Arle.*

| | | | |
|---|---|---|---|
| Samuel Sadler, Esquire, or the Representatives of Thomas Packer Butt, Esquire, deceased. | - - | Charles Buckingham | Fold and Buildings. |
| Reverend Edward Jones, as Vicar of Brockworth. | - - | William Noakes | House and Garden. |
| Trustees or Devisees of the late Thomas Gray, Esquire, deceased. | - - | James Fowler | House, Farm Buildings, Yard, and Garden. |
| Ditto | - - | Ditto | Orchard. |
| The Mayor and Burgesses of Gloucester. | - - | James Fowler or John Jordan. | Cottage and Garden. |
| Ditto | - - | James Fowler | Orchard. |
| Jane Fisher | - - | Charles Organ | Cottage, Garden, and Orchard. |
| James Fowler | - - | James Fowler | Orchard and Garden. |
| James Fowler | - - | Charles Scaffel, Edwin Belcher. | Two Cottages and Gardens. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| Samuel Brazington | - - | Samuel Brazington | Cottage and Garden. |
| The Cheltenham and Gloucester Railroad Company. | - - | Themselves | The Cheltenham and Gloucester Railway. |
| George Redman | - - | George Redman | Orchard. |
| Trustees of a Dissenting Chapel. | - - | The said Trustees | Chapel and Land. |
| **PARISH OF STAVERTON.** | | | |
| The Cheltenham and Gloucester Railroad Company. | - - | - - | Tramroad. |
| Benjamin Cull | - - | George Taylor | House and Garden. |
| **PARISH OF BODDINGTON.** | | | |
| Thomas Lee | - - | Thomas Lee | Orchard. |
| Edward Brown | - - | Edward Brown | Cottage and Garden. |
| Hester Nichols | - - | James Withers | Ditto. |
| Hester Hide | - - | Hester Hide | Part of Garden. |
| **PARISH OF BADGEWORTH.** | | | |
| Thomas Longden, Esquire. | - - | Hester Nichols | Garden. |
| Hester Hide | - - | Hester Hide | Pasture and Orchard. |
| Ditto | - - | Ditto, Samuel Yates | Two Cottages and Gardens. |
| **PARISH OF CHURCHDOWN.** | | | |
| Elizabeth Newman | - - | Isaac Smallcombe | Hovel. |
| Walter Hayward Wilkins, Esquire. | - - | Thomas Lawrence | Orchard. |
| Ditto | - - | Edward Herbert | Ditto. |
| Ditto | - - | Ditto | Barn, Fold, and Buildings. |
| William Pumfrey | - - | William Pumfrey | House, Garden, Folds, Yards, and Buildings. |
| William Pumfrey | - - | William Pumfrey | Orchard. |
| Ditto | - - | Ditto | Ditto. |
| Walter Hayward Wilkins, Esquire. | - - | Edward Herbert | Ditto. |
| Ditto | - - | Ditto | Ditto. |
| William Pumfrey | - - | William Pumfrey | Ditto. |
| Ditto | - - | William Terrett, Patience Pumfrey. | Two Cottages and Gardens. |
| Elizabeth Bolton | - - | Elizabeth Bolton | Cottage and Garden. |
| Walter Hayward Wilkins, Esquire. | - - | Edward Herbert | Orchard. |
| Sarah Herbert | - - | Sarah Herbert | Ditto. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| Honourable Henry Augustus Berkeley Craven. | - - | Edith Herbert, Caroline Herbert, Sarah Herbert, Martha Herbert. | Farm House and Buildings, Yards, and Folds. |
| Ditto | - - | Ditto | Rick Yard and Fold. |
| Ditto | - - | Ditto | Orchard. |
| *Hamlet of Hucclecote in the said Parish.* | | | |
| Honourable Henry Augustus Berkeley Craven. | - - | Edward Herbert | Ditto. |
| PARISH OF BARNWOOD. | | | |
| James Woodbridge Walters, Esquire. | - - | Howard Vernon and Charles Vernon. | Orchard. |
| James Wood, Esquire | - - | Joseph Lane | Ditto. |
| Dean and Chapter of Gloucester. | James Woodbridge Walters, Esquire. | Margaret Roberts | House, Garden, and Orchard. |
| Ditto | Ditto | James Woodbridge Walters, Esquire. | Fold Yard and Farm Buildings. |
| Ditto | Ditto | Ditto | Rick Yard and Fold. |
| Ditto | Ditto | Thomas Yates | Cottage and Garden. |
| Ditto | Ditto | Ditto | Orchard. |
| James Woodbridge Walters, Esquire. | - - | Mary Bedwell | House and Garden. |
| Ditto | - - | James Sketch | House and Garden. |
| Dean and Chapter of Gloucester. | Jane Trimnell | John White | House, Garden, and Yard. |
| Ditto | Ditto | Ditto | Barn Yard and Buildings. |
| Ditto | Ditto | Ditto | Orchard. |
| James Clifford | - - | James Clifford, John Gardner, Joseph Oakley, Thomas Smith. | Four Cottages and Gardens. |
| *The several Outhamlets near the City but in the County of Gloucester, Part of which are within the new Boundary of the City of Gloucester.* | | | |
| Charles Cother, Esquire. | - - | Joseph Cowles | Orchard in Wotton Saint Mary. |
| Ditto | - - | Ditto | House, Barn, Sheds, and Fold Yard, &c. in Wotton Saint Mary. |
| Ditto | - - | Ditto | Orchard in Ditto. |
| Thomas Helps, Trustee and Executor of Richard Helps. | - - | James Helps | Plantation in Barton Saint Michael and Barton Saint Mary and Mill Brook. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| Mary Pitt | - - | Charlotte Trotman, William Ballinger, Hannah Ravenhill. | Three Cottages and Gardens. |
| Thomas Mayer | - - | Henry Zachery | House and Garden in Barton Saint Mary. |
| Thomas Helps, Trustee of Richard Helps, deceased. | - - | William Woodcock | Gardens in Barton Saint Mary. |
| Ditto | - - | James Helps | Cottage, Garden, Sheds, and Fold in Barton Saint Mary. |
| Charles Fletcher | - - | Thomas Miles | Public House called the India House, in Barton Saint Mary. |
| Charles Fletcher | - - | Charles Fletcher | Barn, Buildings, Yard, and Garden in Ditto. |
| Ralph Fletcher | - - | John Hentig | House and Garden in Ditto. |
| Ditto | - - | John Day, John Smith, and Elias Smith. | Buildings, Garden, and Orchard in Barton Saint Mary. |
| James Stratton Cole | - - | James Stratton Cole | House, Garden, and Orchard in Ditto. |
| James Buchanan | William Rees | William Rees, James Thomas. | Garden and Plantations in Ditto. |
| Ditto | Ditto | William Rees, William Price, Mary Williams, Samuel Jones, Charles Wilks. | Gardens in Barton Saint Mary. |
| James Lawrence or Charles Griffiths. | - - | James Lawrence | Gardens in Ditto and Barton Saint Michael. |
| The Cheltenham and Gloucester Railway Company. | - - | Themselves | Tramway from Cheltenham to Gloucester. |
| Lucy Goodyar | - - | Lucy Goodyar | Plantation. |
| Mayor and Burgesses of the City of Gloucester. | Ralph Fletcher | Ralph Fletcher | Barton Fair Ground, and Plantation in Barton Saint Mary. |
| Ralph Fletcher, Esquire. | - - | Thomas Gardner, Ralph Fletcher. | Footpath and Plantation in South Hamlet. |

## PARISH OF SAINT MICHAEL IN THE CITY OF GLOUCESTER.

| | | | |
|---|---|---|---|
| Mayor and Burgesses of Gloucester. | George Hall | Matthew Rider | House and Garden. |
| Ditto | John Pleydell Wilton, Esquire. | Elizabeth Raikes | Part of Old City Moat, and Plantation. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| **PARISH OF SAINT MARY DE CRYPT.** | | | |
| Surveyors of Highways. | - - | - - | Southgate Street and Roads in the Parishes of Saint Mary de Crypt and Saint Owen. |
| John Pleydell Wilton, Esquire. | - - | Elizabeth Raikes | House, Garden, Orchard, Land, and Buildings. |
| Representatives or Trustees of the late Ann Weaver, deceased. | - - | James Peate Heane | Messuage, Garden, and Stable. |
| Mayor and Burgesses of the City of Gloucester. | Thomas Stroud | Mistress Stroud, and several Weekly Tenants. | Twelve Tenements in Pie Corner. |
| Richard Townsend | - - | Richard Townsend | House and Garden. |
| Peter Radley Jackson. | - - | Sergeant Marshall | House and Garden. |
| George Freeman | - - | William Fox, Joseph Lewis. | Two Dwelling Houses and Offices. |
| Charles Cue | - - | Charles Cue, Charles Tolley, Edward Trimmer, William Robinson, Richard Jones Durham, Theophilus Wright, John Stratford, John Stratford, John Taylor, John Hart, Henry Lock, and others. | Dwelling Houses, Malt House, Stable, Workshops, Ware-rooms, Gardens, Buildings, and Lands. |
| Misses Mutlow | - - | John Hodgetts | Dwelling House. |
| Walter Hayward Wilkins, Esquire. | - - | Ditto | Stable and Coach House. |
| Thomas Smith | - - | John Holbrow and John Hodgetts. | Counting House and Coach House. |
| Walter Hayward Wilkins, Esquire. | Thomas Philpotts, Samuel Baker. | William Brimmell, John Hodgetts, John Holbrow, and others. | Land, Sheds, and Warehouse. |
| Ditto, late Walter Wilkins, deceased. | Ditto | Samuel Baker, Thomas Philpotts, John Hodgetts. | Garden and Buildings. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| *North Hamlet, County of Gloucester, or within the new Boundary of the City.* | | | |
| William Smith | - - | William Smith | House, Warehouse, and Garden. |
| Proprietors of the Commercial Rooms. | - - | Themselves | The Commercial Rooms. |
| Samuel Baker and Thomas Philpotts. | - - | Themselves and Ben Johnson and Charles James Tasker. | Offices and Cellars. |
| William Price, Esquire. | - - | William Price, and William Tupsley Washbourn, Charles Frederick Sage, and others. | Yards, Stables, Offices, and Cellars. |
| PARISH OF SAINT OWEN, CITY OF GLOUCESTER AND COUNTY OF THE SAME CITY. | | | |
| Mayor and Burgesses of the City of Gloucester. | The Representatives of Ann Weaver. | Jeremiah Barnard, William Meadows, Henry Williams, William Richards, Charles Sweatland, Philip Lane, John Deane, Hewletts, and Ephraim Smith. | Cottages, Buildings, and Gardens, and old Moat. |
| Representatives of Ann Weaver. | - - | John Williams | House and Garden. |
| Mayor and Burgesses of the City of Gloucester. | - - | Henry Wright | House and Garden. |
| Surveyors of Highways of said Parish. | - - | - - | Soot Hole Lane. |
| Mary Pitt | - - | Richard Portlock, Benjamin Morgan, and John Chesterton. | Talbot Inn, and Two Houses and Gardens. |
| Daniel Perring, Esquire, or Edwin Nest. | - - | Edmund Tibbetts and Edwin Nest. | Two Houses. |
| Henry Jones | - - | Elizabeth Holl and Robert Holbert. | Two Houses and Gardens. |
| Edward Bloxsome, Esquire. | - - | James Lewis | House and Blacksmith's Shop. |
| Sergeant John Wilton. | - - | William Simpson and Thomas Glover. | Two Houses. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| The Trustees or Representatives of Ann Weaver, deceased. | - - | Samuel Burgis, Susannah Hanman, and Edwin Bick. | Three Tenements. |
| William Sims | - - | James Morgan, Thomas Meek, John Dolling, John Lane, and John Tombs. | Five Tenements. |
| Peter Radley Jackson | - - | Charles Rich and Daniel Jones. | Two Tenements. |
| Thomas Davis | - - | Edward Pedlingham | House and Buildings. |
| Thomas Davis | - - | Joseph Jones | House. |
| Daniel Cox | - - | William Allen | Ditto. |
| Thomas Curtis | - - | Samuel Watts | Ditto. |
| Daniel Cox | - - | John Gardner | Ditto and Garden. |
| Ditto | - - | Joseph Hanman | House. |
| Ditto | - - | Robert Jarvis | Ditto. |
| Ditto | - - | Richard Bird | Ditto and Garden. |
| Ditto | - - | Late Mary Stephens, now John Jones. | House. |

## GLOUCESTER.

*Branch Railway into Cheltenham.*

### CHELTENHAM PARISH.

*Tithing or Hamlet of Alstone in the said Parish.*

| | | | |
|---|---|---|---|
| The Representatives of Henry Butt, deceased. | - - | Henry Butt junior and his Three Sisters. | Orchard. |
| Richard Roy, Esquire | - - | Isaac Daft | Cottage and Garden Ground. |
| Ditto | - - | Henry Joiner | Ditto. |
| Ditto | - - | Henry Hughes | Ditto. |
| Ditto | - - | William Fletcher | Ditto. |
| Ditto | - - | John Polstone | Ditto. |
| Ditto | - - | John Turner | Ditto. |
| Ditto | - - | William Jones | Ditto. |
| Ditto | - - | John Arkell | Ditto. |
| Ditto | - - | William Dane | Ditto. |
| Ditto | - - | Thomas Wells | Ditto. |
| Ditto | - - | George Roberts | Ditto. |
| Ditto | - - | Richard Roy, Esquire | Cottage. |
| Ditto | - - | William Doors | Ditto. |
| Ditto | - - | Thomas Hill | Ditto. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| Benjamin Hartless and John Dovey. | - - | Benjamin Hartless and John Dovey. | Cottage. |
| Thomas Tale | - - | Thomas Tale | Cottage and Garden. |
| The Cheltenham and Gloucester Railroad Company. | - - | William Castlake | House and Gardens. |
| Jesus College, Oxford | Richard Stokes | Richard Stokes | Garden. |
| William Ward, Esquire. | - - | William Ward, Esquire. | House and Garden. |
| Thomas Hale Bennett | - - | Thomas Hale Bennett | House and Garden. |
| Pearson Thompson, Esquire. | - - | William Brazenell | Garden. |
| Ditto | - - | William Brazenell, Thomas Tale. | Brick Ground. |
| Ditto | - - | Robert William Tearrad. | Ditto. |
| Ditto | - - | Ditto | Buildings. |
| Ditto | - - | Robert William Tearrad. | House and Garden. |
| Ditto | - - | Thomas Tale | Barn and Cottage. |
| Ditto | - - | Joe Ballinger | Fold Yard. |
| Pearson Thompson, Esquire. | - - | Joe Ballinger | Orchard. |
| Richard Roy, Esquire | - - | Thomas Pearce | Cottage. |
| Ditto | - - | William Jourdan | Ditto. |
| Ditto | - - | James Turberfeld | Ditto. |
| Ditto | - - | Richard Jones | Ditto. |
| Ditto | - - | William Stephens | Ditto. |
| Ditto | - - | Thomas Fox | Ditto. |
| Ditto | - - | Mark Holder | Ditto. |
| Ditto | - - | Elizabeth Gold | Ditto. |
| Ditto | - - | Thomas Kingman | Public House. |
| Ditto | - - | John Newport | Cottage. |
| Ditto | - - | Sarah Cole | Ditto. |
| Ditto | - - | Richard Cahill | Ditto. |
| Lydia Davis and Amelia Brown. | - - | Lydia Davis | House and Garden. |
| Ditto | - - | Samuel Wilderspin | Ditto. |
| William Nash Skillicorne, Esquire. | - - | James Fallon | House and Garden. |
| Michael Bricknell | - - | Michael Bricknell | Brick Ground, |
| Ditto | - - | Ditto | Orchard. |
| Edward Leighton | - - | Charles Hale Jessop | Garden Ground. |
| Edward Leighton and Benjamin Johnson. | - - | Benjamin Johnson, Joseph Phillips, Daniel Webb, and Mrs. West. | Cottages. |
| James Smith | - - | Mary Durham | Cottage and Garden. |

| Owners or reputed Owners. | Lessees. | Occupiers. | Description of Property. |
|---|---|---|---|
| | | CHELTENHAM PARISH. | |
| The Representatives of the late Doctor Briggs. | - - | Charles Hale Jessop | Garden and Cottage. |
| Charles Hale Jessop | - - | Charles Hale Jessop | Two Houses, Gardens, and Nursery. |
| John Whitmore, Charles Whitmore, William Whitmore. | - - | John Whitmore and William Whitmore. | Garden. |
| Richard Ede Marshall. | - - | Richard Ede Marshall. | Shops and Yard. |

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