ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. xxiv.

An Act to alter the Line of the *Cheltenham* and Great Western Union Railway, and to amend the Act relating thereto. [11th *June* 1838.]

WHEREAS an Act was passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act 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: And whereas it would materially improve the said Undertaking if Power were given to the Company incorporated by the said recited Act to make a Deviation in a Portion of the Line thereby authorized, and to amend some of the Powers and Provisions of the said recited Act; but the Purposes aforesaid 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 Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules of Interpretation or Construction, Provisions, Clauses, Matters, and Things contained in the said recited Act, (except such of them, or such Parts thereof respectively, as are by this Act expressly repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be

6 & 7 W. 4. c. 77.

Powers of recited Act extended to this Act.

be in force in respect of the Objects and Purposes of this Act as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Provisions, Clauses, Matters, and Things were repeated and re-enacted in this Act with reference also to the Works and Things to be made and done hereunder.

Power to alter the Line of the Railway.

II. And be it further enacted, That it shall be lawful for the said Company to make the Alteration herein-after mentioned of and in the Line of the said Railway as authorized by the said recited Act, and to make and maintain the said Railway and Works according to the altered Line or Course, and upon, across, under, or over the Lands delineated on the Plans and Sections, and described in the Books of Reference deposited as herein-after mentioned with the Clerks of the Peace for the Counties of *Gloucester* and *Wilts* and the County of the City of *Gloucester* respectively; (that is to say,) from or near *Frampton Common* in the Parish of *Sapperton* and County of *Gloucester* to or near the Northern Extremity of *Hayley Wood* in the same Parish; and the said Company are hereby required, from and after the passing of this Act, to abandon such Parts of the said original Line of Railway as by reason of the said Alteration will be rendered useless or unnecessary, and all the Powers, Authorities, Privileges, and Directions which by the said recited Act are given for making and maintaining the Portion of the said original Line of Railway by this Act authorized to be abandoned shall from and immediately after the making of the Alteration herein mentioned cease and determine: Provided always, that in making the said altered Line by this Act authorized it shall not be lawful for the said Company to deviate to a greater Extent than One hundred Yards on either Side of the Line laid down on the said Plans and Sections.

Plans and Sections deposited with Clerks of Peace to remain there and be open to Inspection.

III. And whereas Maps or Plans and Sections describing the Line and Levels of the intended Alteration of the said Railway, and the Lands in and through which the same is intended to be made, together with Books of Reference to such Plans respectively, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of such Lands, have been deposited for public Inspection with the Clerks of the Peace for the Counties of *Gloucester* and *Wilts* and the County of the City of *Gloucester* respectively; be it therefore enacted, That the said 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 shall at all seasonable Times have Liberty to inspect and take Copies of the same or Extracts therefrom, paying to the Clerk of the Peace having the Custody thereof the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and true Copies of the said Plans, Sections, and Books of Reference respectively, or of so much thereof respectively as may relate to any Matter in question, certified by the said Clerks of the Peace or either of them, shall be and are hereby declared to be good Evidence in all Courts of Law and elsewhere.

Unintentional Errors in Plans, &c.

IV. And be it further enacted, That it shall be lawful for the said Company to make the said Alteration and other Works hereby authorized

authorized in the Line or Course, and in or through the Lands delineated on the said Plans, subject as herein-after provided, although such Lands, or any of them, or the Situation thereof respectively, or the Names of the respective Owners, Lessees, or Occupiers thereof, may happen to be omitted, mis-stated, or erroneously described in the said Books of Reference or in the Schedule hereunto annexed, if it shall appear to any Two Justices of the Peace for the County or Place within which such Lands may be situate, assembled at their usual Petty Sessions (in case of Dispute about the same), and be by them certified in Writing, that such Omission, Mis-statement, or erroneous Description proceeded from Inadvertence or Mistake; and the Certificate of such Justices shall be deposited with and be kept by the Clerk of the Peace of such County.

not to impede Execution of the Works.

V. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the Thirtieth of *November* One thousand eight hundred and thirty-seven, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any Ground then enclosed and planted as an Ornament or Shelter to a House, or as a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner thereof, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and it shall be so certified in manner herein-before mentioned and provided for with respect to unintentional Errors or Omissions in the said Books of Reference.

Houses and Gardens not to be taken, unless specified in Schedule.

VI. And be it further enacted, That it shall not be lawful for the said Company to proceed in the Execution of the said Railway herein-before authorized to be made unless the said Company shall have, previously to the Commencement of such Work, deposited with the Clerks of the Peace of the several Counties of *Gloucester* and *Wilts* and the County of the City of *Gloucester* respectively, and also with the Parish Clerk of the said Parish of *Sapperton*, a Plan and Section of all such Alterations from the original Plan and Section as shall have been approved of by Parliament, on the same Scale and containing the same Particulars as the original Plan and Section of the said Railway; and all Persons interested shall have Liberty to inspect and make Extracts from or Copies of the said Plans and Sections, or Extracts or Copies thereof, paying to the Officer having the Custody of such Plan and Section, or of such Extract or Copy, the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom.

Railway not to be proceeded with until a Plan of the Alterations from the original Plan has been deposited.

VII. And be it further enacted, That in making the said Railway it shall not be lawful for the said Company to deviate from the Levels of the said Railway as referred to the common Datum Line described on the Section so approved of by Parliament, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over

Limiting Deviations from Datum Line described on the Section.

over which such Deviation is intended to be made, or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners thereof, or, if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers, or the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said Railway as denoted by the said Section shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches, as marked on the said Plan or Section, the same shall be made accordingly; and where a Tunnel is marked on the said Plan or Section, as intended to be made at any Place, the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid not marked on the said Plan or Section, so that no such Tunnel shall be of greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards measured on the Line of the Railway: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or, if there be no Church, on some other Place to which Notices are usually affixed: Provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any Tunneling or Arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are herein capacitated to agree for the Sale of and to convey Land for the making of the said Railway, and the Consent of such Person, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

Limiting Alteration of Curves.

VIII. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve, as described on the Plan deposited with the Clerk of the Peace, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile, unless where it exceeds Two Miles, or by more than Half a Mile, unless where it exceeds Three Miles on the said Plan.

Power to take Offices on Lease or otherwise.

IX. And be it further enacted, That it shall be lawful for the said Company to purchase, hire, or take any Buildings or Lands, and at any Distance from the said Railway, not exceeding in Quantity Ten Acres, for the Purpose of Offices, Warehouses, or other Conveniences, or for the Purpose of erecting thereon Offices or other Buildings

Buildings for the Purposes of the said Railway, either in Fee Simple or on Building Lease, or as Tenants for a Term of Years, or from Year to Year, and for that Purpose to enter into all such Arrangements, Contracts, Deeds, Covenants, and other Instruments as they may be advised are necessary, and to affix the Seal of the said Company to any such Instruments, which shall thenceforth be binding on the said Company and their Successors; and that the said Company may also, at their own Expence, erect and build upon or contract for the Erection upon such Land so to be purchased, hired, or taken as aforesaid such Offices or Buildings for the Use of the said Company as shall to them seem meet or desirable.

Sheriff may be authorized to deliver Possession of Lands.

X. And be it further enacted, That in all Cases where by the said recited Act the said Company are authorized or empowered, either expressly or by Implication, to enter upon and take possession of any Lands required for the Purposes of the said Undertaking, and the Owner or Occupier of the said Lands, or any other Person, shall refuse to give up Possession thereof, or shall hinder or prevent the said Company from entering upon or taking possession of the same, it shall be lawful for the said Company to issue their Precept to the Sheriff of the County or City in which such Lands shall be situate to deliver Possession of the said Lands 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 Lands accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the Issuing and Execution of such Precept upon the Person so refusing to give possession, or hindering or preventing the said Company from entering upon or taking possession of the same, by Distress and Sale of his Goods and Chattels.

Extending Period for purchasing Lands and completing the Railway.

XI. And be it further enacted, That the Time by the said recited Act limited for the compulsory purchasing of Lands for the Purposes of the said Undertaking, and the Time by the said recited Act limited for the Completion of the said Undertaking, shall be and the same are hereby respectively extended and enlarged, (that is to say,) the Time limited for the compulsory purchasing of Lands for the Term of Two Years, to be computed from the Expiration of the Period limited by the said recited Act, and the Time limited for the Completion of the said Undertaking to the Twenty-first Day of *June* One thousand eight hundred and forty-five: Provided always, that from and after the Expiration of One Year from the passing of this Act it shall not be lawful for the said Company to deviate the Centre Line of the said Railway, as laid down on the Plans thereof deposited as mentioned in the said first-recited Act and this Act, without the Consent of the Owners and Occupiers of such Lands.

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

XII. 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 in the said recited Act mentioned, for the Purchase of any Lands, Rent, or other Charge, for the Purposes of the said Undertaking, to the respective Proprietors of such Lands or other Persons respectively interested therein and entitled

entitled to receive such Money, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse or be unable from any Cause whatever 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 die after such Agreement or Award, or shall be absent from *England*, or shall refuse, neglect, or be unable from any Cause to convey the same, then upon Payment of such Money into the Bank of *England*, as in the said recited Act 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, Rent, or other Charge which any Corporation, Trustee, or Person under Disability is by the said recited Act capacitated to convey, upon Payment of such Money into the Bank of *England*, as in the said recited Act is directed, to an Account *ex parte* "The *Cheltenham* and Great Western Union Railway Company," then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon all the Estate, Use, Trust, and Interest of all Parties in respect of whose Rights or Interests such Purchase Money shall have been paid shall thenceforth be vested in and become the sole Property of the said Company, to and for the Purposes of the said recited Act and 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 Courtesy, 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 purchased or paid for by means of such Payment, Tender, or Deposit: Provided always, 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, dig, or cut into, or enter upon such Lands for any of the Purposes of this or the said recited Act, except as hereafter mentioned, without the previous Consent of the Owners and Occupiers thereof respectively; provided nevertheless, that the said Company shall be at liberty to enter upon the said Lands for the Purpose of setting out and marking by takes the Line of the said Railway, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same, but without boring upon, digging, or excavating the said Lands further than may be absolutely necessary for ascertaining the Nature of the Soil thereof, with the Consent of the Occupiers thereof, or without their Consent at such reasonable Times and under such Regulations and Restrictions as shall be authorized and imposed by any Justice of the Peace acting for the District within which such Lands or any Part thereof may be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode: Provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out or ascertaining their said Line and the Nature of the Soil thereof, whether by the Destruction of Timber, boring, Excavation, or otherwise,

such Compensation, in case of Dispute about the same, to be settled by any Two Justices of the Peace for the District where the said Lands may lie.

In Cases of Dispute Jury to be summoned to settle Differences.

XIII. And be it further enacted, That in all Cases of Controversy between the said Company and any Person or Persons where by the said recited Act a Jury is authorized or directed to be summoned, it shall be lawful for the said Company, or for the Person or Persons with whom any such Controversy shall arise, and they are hereby empowered, if they think proper so to do, to require the Sheriff or Under Sheriff of the County in which such Controversy is to be determined to summon the Party with whom such Controversy shall arise, or the Company, to appear by himself or themselves or his or their Attorney before the said Sheriff or Under Sheriff at such convenient Place and Time, not being less than Seven Days from the Service of the Warrant requiring a Jury to be summoned, as such Sheriff or Under Sheriff shall appoint, for the Purpose of nominating a Special Jury between the said Parties, which Requisition to the said Sheriff or Under Sheriff shall be served on such Sheriff or Under Sheriff a reasonable Time before the Time appointed for taking the said Inquiry; and such Sheriff or his Under Sheriff shall and he is hereby required to produce or cause to be produced at the Place and Time so appointed the Jurors Book and the Special Jurors List, and the Numbers written on Parchment or Card as specified and directed in and by the Statute made and passed in the Sixth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act* 6 G. 4. c. 50. *for consolidating and amending the Laws relative to Jurors and Juries;* and at the Place and Time so appointed the said Sheriff or his Under Sheriff, or some Person duly appointed by them or One of them, shall proceed to nominate or strike a Special Jury in the Manner specified and authorized by the last-mentioned Act to be performed by the proper Officers of Her Majesty's Courts at *Westminster;* and the said Sheriff or Under Sheriff, or some Person duly appointed by them or any of them as aforesaid, shall at some then future reasonable Time and Place, to be appointed by him in that Behalf, proceed to reduce the said Special Jury in the Manner used and accustomed to be performed by the proper Officers of the Superior Courts as aforesaid, of which last-mentioned Time and Place not less than Seven Days Notice in Writing shall be given by the Party requiring such Special Jury to be summoned to the said other Party; and the Special Jurymen to be summoned, impannelled, and returned by the said Sheriff or Under Sheriff shall be subject to all such and the same Fines and Penalties for Nonattendance, and to all such and the same Provisions, as Jurymen are by the said recited Railway Act rendered subject to: Provided always, that nothing herein contained shall be construed to prevent the same Special Jury from trying any Number of Inquiries, so as the Parties to such Inquiries respectively or their Attornies shall have signified their Assent in Writing to the Nomination of such Special Jury for the Trial of their respective Inquiries, nor shall any Special Jurymen be summoned more than once in the same Year for the Trial of any Inquiries under this Act: Provided also, that if a sufficient Number of Special Jurymen shall not attend at the Time and Place appointed for holding the Inquiry, the Sheriff, Under Sheriff, Coroner, or other Person presiding thereat shall, on the Request

Request of either of the Parties to such Inquiry, add to the List of such Special Jury the Names of any By-standers qualified to act as Jurymen for the County in which the Inquiry is held, and all Persons shall have their lawful Challenges against the Jurymen so added, and the said Sheriff, Under Sheriff, Coroner, or other Person shall and may proceed in the said Inquiry with the Jurors so added in like Manner as he might have done if all the Persons summoned to attend as Jurymen on such Inquiry had attended thereat.

Justices to appoint Special Constables.

XIV. And be it further enacted, That it shall be lawful for a Majority of the Justices of the Peace assembled at some Petty Sessions of any District where the said Railway shall be in progress, and they are hereby required, to appoint from Time to Time such fit and proper Persons as may be named to them by the said Company, and as they shall think proper, to be Special Constables within the said Railway and other Works, and every or any Part thereof, during the Progress thereof; and every Person so appointed shall make a solemn Declaration, to be administered by any One Justice of the Peace, duly to execute the Office of a Constable within the Limits hereafter mentioned; and every Person so appointed, and having made such Declaration as aforesaid, shall have Power to act as Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the said Railway and other Works, and within Half a Mile therefrom, 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 in case the said Company shall fail to nominate to the said Justices a sufficient Number of fit and proper Persons to be appointed by them as Constables, upon being required so to do, the said Justices may within Seven Days after such Default nominate any Person or Persons whom they may think proper to act as Constables as aforesaid; and it shall be lawful for any Two Justices to dismiss or remove any such Constable from his Office of Constable, and to re-appoint another fit and proper Person in his Stead, to be nominated by the said Company as aforesaid, or in case of their Default as aforesaid, then to be nominated by the said Justices; 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; and every Person so appointed by such Justices as aforesaid shall, during such Time as he shall act as Constable for the Purposes aforesaid, receive from the said Company such reasonable Salary as the said Justices shall appoint, and such Salary shall be payable at such Times and in such Manner as the said Justices shall appoint, and shall be recoverable in the same Manner as Damages to a small Amount are by the said recited Act directed to be recovered.

Line between Cheltenham and

XV. And whereas that Portion of the Line of Railway by the said recited Act authorized to be made which lies between the intended

intended Depôts at *Cheltenham* and *Gloucester* is applicable as well for the Purposes of the *Cheltenham* and Great Western Union Railway Company as for the Purposes of the *Birmingham* and *Gloucester* Railway Company: And whereas by the said recited Act it is provided, that upon Payment by the said *Birmingham* and *Gloucester* Railway Company to the *Cheltenham* and Great Western Union Railway Company of One Half of the Sum expended by them in the Purchase of Lands, Compensation given or paid to Owners and Occupiers of Lands, and Formation of the Line between the intended Depôts at *Cheltenham* and *Gloucester* respectively, together with Interest thereon after the Rate of Five Pounds *per Centum per Annum*, the said *Cheltenham* and Great Western Union Railway Company shall be considered as Trustees only for the *Birmingham* and *Gloucester* Railway Company of that Half of the said Line lying nearest to *Gloucester*: And whereas by the said recited Act it is enacted, that the said *Cheltenham* and Great Western Union Railway Company shall and they are hereby required to make and complete the said Line of Railway between the said Two Depôts at *Cheltenham* and *Gloucester*, so that the same may be opened for the Conveyance of Passengers, Goods, and Merchandize at the same Time as the said Line of Railway between *Birmingham* and *Cheltenham*, to be formed by the said *Birmingham* and *Gloucester* Railway Company: And whereas it is expedient that the said last-recited Provision as to the Time for completing the Line of Railway between *Cheltenham* and *Gloucester* should be repealed, and that Powers should be granted to the said *Birmingham* and *Gloucester* Railway Company to purchase the Land, and to make the said Line of Railway between the Two Depôts as aforesaid, in the Event of the said *Cheltenham* and Great Western Union Railway Company failing either partially or entirely to purchase and to pay for the Land necessary for the Formation of such Line, or to complete the same fit for the Use of the Public at the respective Times herein-after mentioned; be it therefore enacted, That unless the said *Cheltenham* and Great Western Union Railway Company on or before the Twenty-fifth Day of *March* One thousand eight hundred and thirty-nine shall have purchased and paid for, according to the Provisions of their said recited Act, the whole of the Lands which may be necessary to be taken for that Portion of the Line of Railway lying between the intended Depôts at *Cheltenham* and *Gloucester* aforesaid, and which they are by the said recited Act empowered to take, and unless they shall within One Week after the said Twenty-fifth Day of *March* One thousand eight hundred and thirty-nine, or so soon thereafter as the same may be demanded, produce for Inspection and Examination to the Directors of the *Birmingham* and *Gloucester* Railway Company, or to such Person or Persons as they may appoint to inspect the same, at the Office of the said *Cheltenham* and Great Western Union Railway Company, the Conveyances or other Assurances of such Lands, or the Receipts of the Accountant General of the Court of Exchequer for the Purchase Money of such Parts thereof as shall not have been conveyed or assured, or other satisfactory Vouchers of the Payment of such Purchase Money, then and in such Case it shall be lawful for the said *Birmingham* and *Gloucester* Railway Company, notwithstanding any thing in this or in the said recited Act, or in the Act relating to the

Gloucester may be made by the Birmingham and Gloucester Railway Company, unless completed by this Company within a given Period.

the *Birmingham* and *Gloucester* Railway Company contained to the contrary, to enter upon the Lands already purchased by the said *Cheltenham* and Great Western Union Railway Company for the Purposes of the said Line of Railway between the Depôts aforesaid, and to purchase the Lands which may be required for the same which shall not have been purchased by the said last-named Company, and to construct the said Line of Railway between the Depôts aforesaid for their own Use and Benefit, subject as herein-after mentioned; or if the said *Cheltenham* and Great Western Union Railway Company shall have purchased and paid for the whole of the Lands necessary for the Construction of the said last-mentioned Line, and shall produce the Conveyances, Assurances, and Receipts or Vouchers aforesaid within the Time herein specified, and shall not afterwards form and complete fit for the Use of Carriages for Passenger Traffic the said Line between the said Depôts on or before the Twenty-fourth Day of *June* One thousand eight hundred and forty, unless prevented by the Failure of any Contractor who may have been *bonâ fide* bound to complete the said Portion of Line by the said Twenty-fourth Day of *June* One thousand eight hundred and forty, and in that Event then on or before the Twenty-fourth Day of *July* One thousand eight hundred and forty, then and in such Case it shall be lawful for the said *Birmingham* and *Gloucester* Railway Company, notwithstanding any thing in this or in the said recited Act, or in the Act relating to the *Birmingham* and *Gloucester* Railway Company contained to the contrary, at any Time after the said Twenty-fourth Day of *June* One thousand eight hundred and forty, or the Twenty-fourth Day of *July* One thousand eight hundred and forty (as the Case may be), to enter upon the Lands purchased by the said *Cheltenham* and Great Western Union Railway Company for the Purposes of the said last-mentioned Line, and to proceed to the Formation thereof, or of such Part thereof as shall be at the Time incomplete; and then and in either of the before-mentioned Cases all the Powers and Authorities now vested in the *Cheltenham* and Great Western Union Railway Company by virtue of this and the said recited Act, so far as they are applicable to the said Line of Railway between the said Depôts, shall and may thenceforth be used and exercised by the *Birmingham* and *Gloucester* Railway Company, and be vested in them in as full and ample a Manner as if the same were enacted in the Act incorporating the said *Birmingham* and *Gloucester* Railway Company, until the said Line of Railway between the said Depôts shall be completed and opened; and from and after the Completion and Opening of the said last-mentioned Line of Railway, and so long as the same or any Part thereof shall be the Property of the said *Birmingham* and *Gloucester* Railway Company, all the Powers and Authorities vested in the said *Birmingham* and *Gloucester* Railway Company by their Act of Incorporation, or any amended Act, shall extend and apply to the said last-mentioned Line between the Depôts aforesaid, or such Part thereof as shall remain the Property of the said Company, as fully and amply as if the said *Birmingham* and *Gloucester* Railway Company had formed the same under the Authority of the said last-mentioned Acts: Provided always, that in case the said *Birmingham* and *Gloucester* Railway Company shall enter upon the Lands purchased by the said *Cheltenham*

and Great Western Union Railway Company for the Purposes of the said Line of Railway between the said Two Depôts, and take possession thereof under the Provisions herein-before contained, the said *Cheltenham* and Great Western Union Railway Company shall be entitled to receive from the said *Birmingham* and *Gloucester* Railway Company, within such respective Periods as are herein-after limited, all Sums of Money which may have been expended by the said *Cheltenham* and Great Western Union Railway Company in the Purchase of Lands, and Payment of Compensation to Owners, Lessees, and Occupiers of Lands, and all Costs, Charges, and Expences in any Way incident thereto, or in Part Construction of the Line between *Cheltenham* and *Gloucester*, with Interest thereon, after the Rate of Five Pounds *per Centum per Annum*, from the Time or respective Times of Payment of any such Sums; and all Contracts for Land or Works, and all Conveyances and Assurances of Land which shall have been executed, shall thereupon be and enure for the Benefit of the said *Birmingham* and *Gloucester* Railway Company; and, subject to the Power of Repurchase herein-after contained, the said *Cheltenham* and Great Western Union Railway Company, shall be considered as Trustees in such Conveyances, Assurances, and Contracts for the said *Birmingham* and *Gloucester* Railway Company; and in case any Difference shall arise between the said Companies as to the Amounts paid by the said *Cheltenham* and Great Western Union Railway Company, and that the said last-mentioned Company shall not produce satisfactory Vouchers for the same, the Question shall be referred to Arbitration as herein-after mentioned: Provided also, that in the Event of the said *Birmingham* and *Gloucester* Railway Company failing to repay to the said *Cheltenham* and Great Western Union Railway Company the Sums expended by them, with Interest thereon as aforesaid, within One Month after the Delivery of an Account thereof by the said last-mentioned Company, or, in case of Dispute as to such Account, within Fourteen Days after the same shall have been settled by Arbitration as aforesaid, then and in such Case all the Powers of Entry and taking Possession of the said Portion of Line hereby given to the said *Birmingham* and *Gloucester* Railway Company shall absolutely cease and determine: Provided also, that the said Line of Railway between *Cheltenham* and *Gloucester*, in the Event of its being formed by the said *Birmingham* and *Gloucester* Railway Company, shall, at the Request in Writing of the said *Cheltenham* and Great Western Union Railway Company, be laid and formed with additional Rails for the distinct Traffic of such last-mentioned Company, and to the Satisfaction of their Engineer for the Time being, subject to Arbitration as herein-after is mentioned in case of Dispute, but the Expence of such Rails and all extra Cost, whether incurred in the Purchase of Land or the Formation of Embankments, or otherwise in the Construction of the said Railway, which may be occasioned by the laying of such additional Rails, together with Interest thereon, after the Rate of Five Pounds *per Centum per Annum*, from the Time or respective Times of Payment, shall be exclusively borne and paid by the *Cheltenham* and Great Western Union Railway Company, within One Month after the Completion of the said Line; and in case any Dispute shall arise as to the Mode of laying such additional Rails, or as to the Amount of the extra

extra Costs of the same, or incident thereto, it shall be referred to Arbitration as herein-after mentioned.

Arbitration Clause.

XVI. And be it further enacted, That for the Purpose of determining any Dispute which may arise between the said Two Companies touching any of the Matters agreed to be referred as aforesaid, each of the said Companies shall, within Fourteen Days after such Dispute shall arise, nominate and appoint in Writing an Arbitrator to whom such Disputes shall be referred, and in case such Two Arbitrators cannot determine the Matters referred to them within Fourteen Days after their Nomination and Appointment, the said Two Arbitrators shall have Power to nominate and appoint an Umpire, whose Decision on the said Matters so referred to them shall be final and conclusive; and in case either Company shall for the Space of Fourteen Days after any Dispute shall have arisen upon any of the Matters and Things above mentioned, and a Request in Writing shall have been made from the other Company to nominate and appoint an Arbitrator as aforesaid, neglect or refuse to nominate and appoint such Arbitrator, it shall be lawful for the Company making such Request, upon such Neglect or Refusal as aforesaid, to nominate an Arbitrator on their Behalf, who may proceed to hear and determine the Matters or Things which shall be so in dispute, and in such Case the Award or Determination of such single Arbitrator shall be final and conclusive: Provided always, that in case any Arbitrator appointed by either Company shall die, or refuse, or neglect, or become incapable of acting as Arbitrator as aforesaid, before the Matters referred shall be determined, the said Company whose Arbitrator shall have died, or refused or neglected, or become incapable as of acting aforesaid, shall have Power to nominate and appoint in Writing some other Person to be an Arbitrator in the Place or Stead of the Arbitrator so dying, or refusing or neglecting, or becoming incapable of acting as aforesaid, who, as to such Matters and Things as shall not at the Time of his Nomination and Appointment be actually determined or referred to an Umpire, shall have the same Powers and Authorities as are hereby vested in the Arbitrator in or to whose Place he shall have come or succeeded: Provided also, that any Arbitrators appointed under the Provisions herein-before contained, or their Umpire, shall have Power to call for the Production of any Books, Papers, Deeds, Writings, or Accounts which they or he shall think necessary for determining the Question in Dispute; and the Submission or Agreement hereby made between the Two Companies shall be made a Rule of Her Majesty's Court of Queen's Bench at *Westminster*.

As to Repurchase by Cheltenham and Great Western Union Railway Company.

XVII. Provided also, and be it further enacted, That if a continuous Line of Railway from the Great Western Railway, viâ *Kemble*, to join at *Gloucester* the said Line between the Depôts at *Cheltenham* and *Gloucester*, shall on or before the Twenty-first Day of *June* One thousand eight hundred and forty-five be formed by the said *Cheltenham* and Great Western Union Railway Company, or by any other Company or Persons, then and in such Case, upon Payment or Tender by the said *Cheltenham* and Great Western Union Railway Company to the said *Birmingham* and *Gloucester* Railway Company, on

on or before the said Twenty-first Day of *June* One thousand eight hundred and forty-five, of one Half of the Money expended by the said *Birmingham* and *Gloucester* Railway Company in and about the purchasing of Land and Formation or making of the said Line of Railway between the Depôts at *Cheltenham* and *Gloucester*, or in relation thereto, with Interest thereon, after the Rate of Five Pounds *per Centum per Annum*, from the Time or respective Times of Payment, over and above the Costs and Expences incurred in laying such additional Rails as aforesaid, then and in such Case, and from and immediately after Payment thereof, the said Line of Railway between *Cheltenham* and *Gloucester*, and all Powers and Provisions relating thereto, shall revest in the *Cheltenham* and Great Western Union Railway Company, in the same Manner as though the same had been constructed by them under the Provisions of their said recited Act, and the said *Birmingham* and *Gloucester* Railway Company had purchased One Half of the said Line lying nearest to *Gloucester*, as in and by the said recited Act incorporating the said *Birmingham* and *Gloucester* Railway Company is mentioned; and in case any Dispute shall arise as to the Amount to be paid to the said *Birmingham* and *Gloucester* Railway Company under this Provision, the same shall be referred to Arbitration in manner herein-before mentioned.

As to Tolls between Cheltenham and Gloucester.

XVIII. Provided also, and be it further enacted, That in the Event of the said Line between the Depôts at *Cheltenham* and *Gloucester* being formed by the said *Cheltenham* and Great Western Union Railway Company, and that a continuous Line of Railway from the Great Western Railway to join at *Gloucester* the said Line between the Depôts at *Cheltenham* and *Gloucester* as aforesaid shall not have been completed, it shall be lawful for the said *Birmingham* and *Gloucester* Railway Company, and they are hereby empowered, so soon as they shall have completed and opened any Portion of their Line between *Cheltenham* and *Birmingham*, to fix the Rate of Toll which shall be taken and levied on the said Line of Railway between the Depôts at *Cheltenham* and *Gloucester* as aforesaid, such Tolls being the same as shall be taken by the said last-mentioned Company on other Portions of their Line, and the said *Cheltenham* and Great Western Union Railway Company shall be empowered between the Points aforesaid to levy only such Tolls as shall be so fixed by the said *Birmingham* and *Gloucester* Railway Company.

Cheltenham and Great Western Union Railway Company may re-purchase under certain Circumstances.

XIX. Provided always, and be it further enacted, That in case the Line between *Cheltenham* and *Gloucester* shall be formed by the said *Birmingham* and *Gloucester* Railway Company under the Provisions herein-before contained, and a continuous Line of Railway between *Cheltenham* and *Birmingham* shall not afterwards be completed by the said last-mentioned Company, or by any other Company, on or before the Twenty-first Day of *June* One thousand eight hundred and forty-five, then and in such Case the said *Cheltenham* and Great Western Union Railway Company shall and may at any Time after the said Twenty-first Day of *June* One thousand eight hundred and forty-five have and exercise all such and the same Powers of Re-purchase as are herein-before given to them in the Event

Event of a continuous Line of Railway being completed between the Great Western Railway and *Gloucester* on or before the said Twenty-first Day of *June* One thousand eight hundred and forty-five, whether such last-mentioned continuous Line be formed or not: Provided also, that in case the said *Birmingham* and *Gloucester* Railway Company shall enter upon and take possession of the Line between the said Depôts by virtue of the Provisions herein-before contained, and that they shall not complete the said Line within Two Years after such Entry and taking possession, then and in such Case, after the Expiration of the said Two Years, the said *Cheltenham* and Great Western Union Railway Company shall and may re-possess themselves of the same in like Manner as though a continuous Line of Railway from the Great Western Railway to *Gloucester* had been completed as aforesaid.

Purchase of Lands in Churchdown.

XX. Provided always, and be it further enacted, That the said *Cheltenham* and Great Western Union Railway Company shall and they are hereby required, within One Month from the passing of this Act, to deliver or cause to be delivered to the several Owners of Land or Hereditaments required for the Purposes of the said Railway within the Parish of *Churchdown* in the County of *Gloucester*, or to the Agents of such Owners, a Plan or Plans specifying the Particulars and Quantity of Land or Hereditaments the said Company will require to purchase of such respective Owners for the Purposes of the said Railway, and within Two Months from the Delivery of such Plan or Plans respectively the said Company shall and they are hereby required to do and perform such Acts as shall be necessary on their Part for ascertaining and determining the Price to be paid for and in respect of the said Lands or Hereditaments, either by Agreement or Arbitration, or by the Verdict of a Jury, as Occasion may require; and the Amount or Price so to be ascertained as aforesaid shall be paid to such respective Owners, and the Purchase of the the said Lands and Hereditaments completed by the said *Cheltenham* and Great Western Union Railway Company, on or before the Twenty-fifth Day of *March* One thousand eight hundred and thirty-nine; and in the Event of the said Company failing either to deliver the Plans of the said Lands, or to determine and ascertain the Price to be paid for the same, or to pay the Purchase Money for the same, on or before the said Twenty-fifth Day of *March* One thousand eight hundred and thirty-nine, it shall be lawful for the said *Birmingham* and *Gloucester* Railway Company, at any Time after the said Twenty-fifth Day of *March* One thousand eight hundred and thirty-nine, to deliver such Plans, or ascertain the Price to be paid for the same, or if the same shall have been agreed for, then to complete the said Purchases according to the Plans so to be delivered, and at the Price so to be ascertained as aforesaid, within Fifteen Months from the passing of this Act, otherwise the said Lands and Hereditaments shall not be taken without the Consent of the Owners thereof respectively: Provided always, that if the said *Cheltenham* and Great Western Union Railway Company shall fail to deliver the said Plans, or to do and perform such Acts as may be necessary on their Parts for ascertaining and determining the Price

to be paid for the said Lands and Hereditaments as aforesaid within the Periods herein-before respectively limited for the Purpose, then and in such Case, and on the happening of either of the said Events, the said Company shall forfeit and pay a Sum of One hundred Pounds for every Week during which they shall so omit to deliver such Plans or to perform such Acts as aforesaid, which Penalty may be recovered by any Person interested in the Lands now set out for the Purposes of the said Railway within the Parish of *Churchdown* before any Two Justices of the Peace for the County of *Gloucester*, and the Amount thereof distributed under the Order of the said Justices rateably among the several Owners of Lands in the said Parish of *Churchdown* through which the said Railway is at present marked and set out in proportion to the Extent of their several Properties within the said Parish required for the Purposes of the said Railway: Provided also, that in case the said *Cheltenham* and Great Western Union Railway Company shall incur such Penalty as aforesaid, and the said *Birmingham* and *Gloucester* Railway Company shall under any of the Powers herein-before contained purchase Land or construct the Line between *Cheltenham* and *Gloucester*, or any Part thereof, the said Penalty, or any Monies paid on account thereof, shall form no Part of the Costs or Expences which the said *Cheltenham* and Great Western Union Railway Company under any of the Provisions herein-before contained shall be entitled to demand or receive from the said *Birmingham* and *Gloucester* Railway Company.

Birmingham and Gloucester Railway Company to pay to Cheltenham and Great Western Union Railway Company their Share in the Tramroad between Cheltenham and Gloucester.

XXI. And whereas the Shares of and in a certain Railway or Tramroad lying between *Cheltenham* and *Gloucester*, and called or known as the *Cheltenham* Railway, have been purchased by the said Two Companies, and a Moiety of the said Share is holden in Trust for them respectively; be it therefore enacted, That the said *Birmingham* and *Gloucester* Railway Company, in the Event of their becoming entitled to enter and take possession of the Line of Railway lying between the said Two Depôts at *Cheltenham* and *Gloucester* under the Provisions of this Act, shall and they are hereby required to repay to the said *Cheltenham* and Great Western Union Railway Company the Sum of Seventeen thousand five hundred Pounds paid by them in respect of a Moiety of the said Shares, with Interest thereon, after the Rate of Five Pounds *per Centum per Annum*, from the Day on which the said Sum of Seventeen thousand five hundred Pounds was paid by the said *Cheltenham* and Great Western Union Railway Company, deducting from such Seventeen thousand five hundred Pounds and the Interest thereon the Dividends which shall have been received by them during the same Period on such Shares, such Sum to be paid by the said *Birmingham* and *Gloucester* Railway Company at the same Time as they are herein-before directed to pay to the said *Cheltenham* and Great Western Union Railway Company the Monies which may become payable to them under the Provisions herein-before contained in the Event of the *Birmingham* and *Gloucester* Railway Company entering on the Possession of the Line between the said Depôts: Provided always, that in the Event of the said *Cheltenham* and Great Western Union Railway Company re-purchasing the said Line between *Cheltenham*

and

and *Gloucester*, or their original Interest therein, under any of the Provisions herein contained, they shall repay to the said *Birmingham* and *Gloucester* Railway Company, with Interest at Five Pounds *per Centum*, the Sum which may have been paid by the said last-mentioned Company to the said *Cheltenham* and Great Western Union Railway Company in respect of the said Shares in the said Railway or Tramroad, the said *Birmingham* and *Gloucester* Railway Company paying back the Dividend which they shall have received on the said Shares in the meantime.

Repeal of Clause as to Lease of Depôt at Gloucester.

XXII. And whereas by the said recited Act it is amongst other things enacted, that it shall be lawful for the said *Birmingham* and *Gloucester* Railway Company, and they are thereby required, to make and form at their own Costs and Charges One principal Depôt at *Gloucester* aforesaid, and all proper Works and Conveniences connected therewith or belonging thereto, and that it shall be lawful for the said *Cheltenham* and Great Western Union Railway Company and they are thereby required, upon Payment or Tender of the Sums expended by them in the Purchase of Land for the Purposes of the said Depôt, or incidental thereto, within Six Months from and after the passing of the said recited Act, to grant and execute to the said *Birmingham* and *Gloucester* Railway Company a valid and effectual Lease of a sufficient Quantity of Land thereby authorized to be taken by the said *Cheltenham* and Great Western Union Railway Company in such Situation at *Gloucester* aforesaid as the said *Birmingham* and *Gloucester* Railway Company shall select for the Purpose of making and forming such One principal Depôt, for the Term of One thousand Years, to commence from the passing of the said recited Act, at the yearly Rent of One Peppercorn, if demanded, which said Lease the said *Birmingham* and *Gloucester* Railway Company are thereby empowered to take and hold for the Term aforesaid: And whereas no Depôt has yet been formed at *Gloucester*, nor any Land purchased by the said *Cheltenham* and Great Western Union Railway Company for the Purpose of its Formation, and it is expedient that the said recited Provision should be repealed, and that the said *Birmingham* and *Gloucester* Railway Company should be empowered to purchase the Land necessary for forming such Depôt at *Gloucester* as aforesaid; be it therefore enacted, That so much of the said recited Provision as requires the *Cheltenham* and Great Western Union Railway Company to purchase Land for the Purposes of the said Depôt, and to grant a Lease thereof to the said *Birmingham* and *Gloucester* Railway Company, shall be and the same is hereby repealed.

Birmingham and Gloucester Railway Company may purchase Land for Depôt at Gloucester.

XXIII. And be it further enacted, That it shall and may be lawful, notwithstanding any thing in this or in the said recited Act, or in the said *Birmingham* and *Gloucester* Railway Act, contained to the contrary, to and for the said *Birmingham* and *Gloucester* Railway Company, and they are hereby empowered, to make and form, at their own Costs and Charges One, principal Depôt at *Gloucester* aforesaid, and all proper Works and Conveniences connected therewith or belonging thereto, and for that Purpose to purchase any Quantity of Land, not exceeding Ten Acres, by this or the said recited

recited Act authorized to be taken by the *Cheltenham* and Great Western Union Railway Company for the Purposes of such Depôt, in such Situation at *Gloucester* aforesaid as the said *Birmingham* and *Gloucester* Railway Company shall think fit; and for the Purposes aforesaid the said *Birmingham* and *Gloucester* Railway Company shall have and exercise all such and the same Powers and Authorities as are by this or the said recited Act given to the said *Cheltenham* and Great Western Union Railway Company for purchasing the Land required for such Depôt: Provided always, that nothing herein contained shall extend to deprive the said *Cheltenham* and Great Western Union Railway Company of the Power to purchase Land and to make a Depôt at *Gloucester* for their own separate Use if they shall so think fit.

Saving Rights of Birmingham and Gloucester Railway Company.

XXIV. Provided always, and be it further enacted, That, save and except as herein-before is excepted, nothing in this Act contained shall extend or be construed to extend to alter, vary, diminish, or take away any of the Rights, Power Privileges, or Authorities now vested in the *Cheltenham* and Great Western Union Railway Company, or in the *Birmingham* and *Gloucester* Railway Company, with regard to the said Portion of Railway lying between *Cheltenham* and *Gloucester*, as settled by their said respective Acts of Incorporation.

General Meetings may be held at Stroud and Cirencester or Cheltenham.

XXV. And whereas by the said recited Act it is enacted, that all half-yearly General Meetings of the said Company shall be held at *Cheltenham*; and such Provision has been found inconvenient to many Proprietors in the said Undertaking; be it therefore enacted, That from and after the passing of this Act all such half-yearly General Meetings shall and may be held either at *Gloucester* or at *Stroud*, or at *Cirencester* or at *Cheltenham*, as may be determined on by the Directors for the Time being of the said Company, and specified in the Notice convening such Meeting, any thing in the said recited Act to the contrary notwithstanding.

Company empowered to borrow when One Half the Capital is paid up.

XXVI. And whereas by the said recited Act the Capital of the said Company is limited to the Sum of Seven hundred and fifty thousand Pounds, to be divided into Shares of One hundred Pounds each, with Power to the said Company, in case the said Capital should be found insufficient for the Purposes of the said Act, to raise a further Sum of Two hundred and fifty thousand Pounds by way of Mortgage on the Security of the said Undertaking, or by increasing their Capital Stock by the Issue of further Shares, or by both the said Means; and it is expedient that such Authority should be altered in manner herein-after mentioned; be it therefore further enacted, That it shall be lawful for the said Company, and the Directors thereof are hereby authorized, to raise the said Sum of Two hundred and fifty thousand Pounds, or any Part thereof, by all or any of the Means authorized by the said recited Act for that Purpose, when and so soon as one Moiety of the said Capital of Seven hundred and fifty thousand Pounds shall have been paid up, with all the same Powers and Authorities for that Purpose as the said Company or Directors respectively might have exercised under the said recited Act if the whole of the said

Capital had been paid up and found insufficient for the Purposes thereof.

Enabling the Company to advance the Rate of Interest from Four Pounds per Cent. to Five Pounds per Cent. upon Amounts paid in advance.

XXVII. And whereas by the said recited Act the several Proprietors for the Time being of the said Undertaking are empowered, whether before or after any Call paid in respect of any Shares held by them respectively, to pay in advance 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 may 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 are thereby required to pay Interest at such Rate not exceeding Four Pounds for every One hundred Pounds by the Year upon the Principal Monies so paid in advance as aforesaid as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company may agree upon: And whereas it is expedient that the said Company should be enabled to increase the Rate of Interest to be paid by them under the said Provision from Four Pounds *per Cent.* to Five Pounds *per Cent.*; be it therefore enacted, That it shall and may be lawful for the said Company and they are hereby empowered to pay Interest at such Rate not exceeding the Rate of Five Pounds for every Hundred Pounds by the Year upon the Principal Monies which shall have been paid in advance in respect of any Shares of and in the said Undertaking, under the Power for that Purpose in the said recited Act contained, as the Subscriber paying such Sum in advance and the said Company may agree upon.

Company to enter and keep List of Proprietors.

XXVIII. And be it further enacted, That the said Company shall in some proper Book, to be provided by them 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, to which Book every Proprietor of the said Undertaking (or in case of a Corporation, the Clerk or Agent of such Corporation duly appointed,) may at all convenient Times have Recourse and peruse *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; and from and after the passing of this Act so much of the said recited Act as authorizes every Proprietor of the said Undertaking, or, in the case of a Corporation, the Clerk or Agent of such Corporation duly appointed, to have Recourse to and peruse and demand and have Copies of the Book which by the said recited Act is directed to be kept by the said Company, containing an Account of the Number of Shares belonging to each Proprietor in the said Undertaking, and the Amount of the several Subscriptions paid thereon, shall be and the same is hereby repealed.

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

XXIX. And be it further enacted, That from and after the passing of this Act no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking, after

after any Call shall have been made by the said Directors for any Sum of Money in respect of such Share, unless he or they 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; and until the Payment of such Money as aforesaid it shall not be lawful for any such Person or Corporation, or for the Clerk or Agent of such Corporation, to inspect any of the Books of the said Company, or to take or demand any Copies thereof or Extracts therefrom, any thing in the said recited Act to the contrary notwithstanding.

For defraying the Expences of this Act.

XXX. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and all other Costs, Charges, and Expences in any Way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised and received, or out of the first Money to be raised or received, by virtue of the said recited Act or this Act, in preference to any other Payment whatever.

Public Act.

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

The

The SCHEDULE to which the foregoing Act refers.

COUNTY OF GLOUCESTER.

PARISH OF SAPPERTON.

Description of Property.	Owners.	Occupiers.
Two Gardens - -	The Churchwardens of Sapperton.	None.
Cottage and Garden -	Ditto - -	Rebecca Dix.
Plantation - - -	Earl Bathurst - -	Earl Bathurst.
Plantation - -	Reverend William Pye	Reverend William Pye.
Plantation - -	Earl Bathurst - -	Earl Bathurst.
Plantation - -	Earl Bathurst - -	Earl Bathurst.
Garden - - -	Earl Bathurst - -	William Kimber.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1838.