ANNO QUINTO

VICTORIÆ REGINÆ.

Sess. 2.

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Period allotted to the said Company for the Completion of the said Undertaking was by the said second-recited Act limited to the Twenty-first Day of *June* in the Year One thousand eight hundred and forty-five: And whereas a Portion of the said Railway has been completed and opened to the Public, but the Construction of the Remainder has been delayed from various Causes not within the Control of the said *Cheltenham and Great Western Union* Railway Company, and it will be impracticable to complete the same within the aforesaid Period, and it is expedient therefore that further Time should be allowed for completing some Portions of the said Railway: And whereas several of the Provisions of the before-recited Acts require to be amended; but the Objects 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 Provisions, Matters, and Things contained in the said recited Acts or either of them, so far as the same are now unrepealed, and except such of them as are by this Act repealed, altered, or otherwise provided for, shall extend to this Act, and to the several Purposes and Things hereby authorized to be done, as fully and effectually as if the same Provisions, Matters, and Things were repeated and re-enacted in this Act in reference to such Purposes and Things.

Extending Powers of recited Acts to this Act.

Power to raise additional Sum of Money by Subscription.

II. And be it enacted, That it shall be lawful for the said *Cheltenham and Great Western Union* Railway Company to raise, by creating new Shares of such nominal Value as the Directors may see fit, in addition to the Sum of Money which they have raised and are empowered to raise by virtue of the said first-recited Act, any further Sum of Money not exceeding in the whole the Sum of Seven hundred and fifty thousand Pounds.

New Shares to be considered the same as original Shares.

III. And be it enacted, That the Capital so to be raised by the Creation of new Shares shall be considered as Part of the general Capital of the Company, and be subject to the same Provisions in all respects, whether in reference to the Payment of Calls or to the Forfeiture of Shares on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital, except as to the nominal Amount of such Shares, and the Times of making Calls thereon, and the Amount of such Calls respectively, which it shall be lawful for the Directors of the said Company from Time to Time to fix as they shall think fit, subject to the Provisions herein-after contained.

If old Shares at a Premium, new Shares to be offered to original Shareholders.

IV. And whereas the present Capital of the Company is divided into Seven thousand five hundred Shares of the nominal Value of One hundred Pounds each, be it enacted, That if at the Time of the Creation of such new Shares the then existing Shares of the Capital Stock of the Company be at a Premium, or of greater actual Value than the said nominal Value thereof, then the Sum so to be raised shall be divided into Shares of such Amount as will conveniently allow the said Sum to be apportioned among the then Shareholders in proportion to the existing Shares held by them respectively, and such

such new Shares shall be offered to the then Shareholders in the Proportion to the Number of existing Shares held by them respectively, and such Offer shall be made by Letter under the Hand of the Secretary, given to or sent by Post to each Shareholder, or left at his usual or last Place of Abode; and such new Shares shall vest in and belong to the Shareholders who shall accept the same, and pay the Value thereof to the Company, at the Times and by the Instalments which shall be fixed by the Company; and if any Shareholder fail for One Month after such Offer of new Shares to accept the same, and pay the Instalments called for in respect thereof, it shall be lawful for the Company to dispose of such Shares to any Party willing to become the Purchaser thereof, for such Sum as the Company can obtain for the same, and under such Conditions as may be agreed on between the said Company and the Party taking such Share.

If not at a Premium, to be issued as the Company think fit.

V. And be it enacted, That if at the Time of the Creation of such new Shares the existing Shares of the Capital Stock of the Company be not at a Premium, then such new Shares may be of such Amount, and may be issued at such Discount, and in such Manner, and bearing such Interest, and subject to such Conditions with reference to the original Shares in the said Company, as shall be agreed on by the Proprietors holding Two Thirds of such original Shares at any General or Special General Meeting of the said Company.

No Shareholder to vote in respect of a less Interest than 100*l.*

VI. Provided always, and be it enacted, That no Holder of any new Shares created under the Powers of this Act shall be entitled to vote at any Meeting of the Proprietors in the said Company in respect of any less Interest in the Capital Stock of the Company than the Sum of One hundred Pounds, according to the nominal Value of the new Shares held by him; but for every Hundred Pounds of the said Capital Stock, represented by such new Shares so held by him, he shall be entitled to the same Rights of voting as though the new Shares representing such Hundred Pounds were One original Share of One hundred Pounds in the Capital of the Company.

Power to borrow Money.

VII. And be it enacted, That after One Half of the Sum by this and the said recited Acts authorized to be raised by Shares shall have been paid up, it shall be lawful for the Company to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of a General or Special General Meeting of the Company, not exceeding in the whole the Sum of Two hundred and fifty thousand Pounds, and to secure the Repayment of the Money so borrowed, with Interest, by Mortgage of the said Undertaking, as by the said first-recited Act authorized, or, if they think fit, by Mortgage of the future Calls upon the Shareholders, or by Bonds, to be entered into in manner herein-after mentioned.

Re-borrowing.

VIII. And be it enacted, That if, after having borrowed any Part of the Money so authorized to be borrowed on Mortgage or Bond, the Company pay off the same, it shall be lawful for them again to borrow the Amount so paid off, and so from Time to Time, but such

such Power of re-borrowing shall not be exercised without the Authority of a General Meeting or Special General Meeting of the Company, unless the Money be so re-borrowed in order to pay off any existing Mortgage or Bond.

Mortgages and Bonds.

IX. And be it enacted, That every Mortgage and Bond for securing Money borrowed by the Company under the Powers of this Act shall be by Deed under the Common Seal of the Company, duly stamped, and wherein the Consideration shall be truly stated; and every such Mortgage may be according to the Form prescribed by the said first-recited Act, and every Bond may be according to the Form in the Schedule (A.) to this Act annexed, or to the like Effect.

Rights of Mortgagees.

X. And be it enacted, That the respective Mortgagees shall be entitled one with another to their respective Proportions of the Tolls, Sums, Premises, and future Calls (if any) comprised in such Mortgage, according to the respective Sums in such Mortgages mentioned to be advanced by such Mortgagees respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another, or above the Bond Creditors of the Company, by reason of Priority of the Date of any such Mortgage, or of the Meeting at which the same was authorized, or on any other Account whatsoever.

Application of Call notwithstanding Mortgage.

XI. And be it enacted, That no Mortgage comprising future Calls on the Shareholders shall preclude the Company from receiving and applying to the Purposes of the Company any Calls to be made by the Company, so long as the Principal Money due on such Mortgage does not exceed the Amount of all the Calls still remaining to be made.

Mortgages under former Acts to have Priority.

XII. Provided always, and be it enacted, That all Mortgages entered into under the Powers of the said first-recited Act shall, during their Continuance, have Priority over any Security by this Act authorized to be given.

Transfers of Interest to be stamped.

XIII. And be it enacted, That the Interest on any such Mortgage or Bond shall not be transferrable, except by an Instrument duly stamped.

Power to convert Loan into Capital.

XIV. And be it enacted, That it shall be lawful for the Company, if they think fit, to raise the additional Sum so authorized to be borrowed, or any Part thereof, by creating new Shares of the Company, instead of borrowing the same, or, having borrowed the same, it shall be lawful for them to continue at Interest only a Part of such additional Sum, if they so think fit, and to raise the Remainder thereof, or any Part of the Remainder thereof, by creating new Shares of the Company; and the Shares which may be so created shall be subject to the same Provisions as are herein-before contained with regard to the new Shares by this Act authorized to be raised; but no such Augmentation of Capital shall take place without the Authority of an Order of a General or Special General Meeting of the Company called for the Purpose previously obtained.

XV. And

Forfeited Shares may be merged in the general Capital.

XV. And whereas the Directors of the said Company are by the said first-recited Act empowered to declare the Shares forfeited belonging to those Proprietors in the said Undertaking who fail to pay their rateable Proportion of the Monies called in respect thereof, and after the Expiration of such Notice given to the Proprietors of such Shares, and such Confirmation of the Forfeiture thereof by a General Meeting, as by the said Act provided, to order such Shares to be sold: And whereas it is expedient, that in lieu of selling such forfeited Shares the said Directors should be empowered, in any Case where they are unable to sell such Shares for an Amount equal to the Calls in arrear thereon, and the Interest due on such Calls, to declare the same to be extinguished and merged in the Capital of the Company, and that in such Case they should be empowered to issue new Shares in lieu thereof; be it enacted, therefore, That all Shares in the said Undertaking which have been heretofore or may be hereafter declared forfeited, and the Forfeiture of which has been or may be hereafter confirmed in manner required by the said first-recited Act, and which could not then be sold at a Price equal to the Amount due on them, may be declared by the said Directors to be extinguished, and shall thereupon merge in the Capital of the Company; and it shall be lawful for the Directors, at any Time after such Declaration, to issue new Shares in lieu of the Shares so merged as aforesaid, in like Manner and subject to the like Provisions and Regulations as they are by this Act empowered to issue new Shares for providing the additional Capital by this Act authorized to be raised by them: Provided always, that if the Directors shall not have issued new Shares in lieu of the Shares which may be so merged as aforesaid, and that the Sums uncalled for and unpaid on the other Shares in the Company shall be insufficient to pay the Debts of any Creditor of the Company, it shall be lawful for such Creditor to compel the Issue of new Shares in lieu of the Shares which may have been so merged as aforesaid, for such Price as can be obtained for the same, in like Manner as he might by Law compel the making and Enforcement of Calls by the Directors in respect of the unpaid Capital of the Company.

Time enlarged for taking Lands in Schedule.

XVI. And be it enacted, That all and every the Powers and Provisions contained in the said recited Acts with regard to the compulsory Purchase or taking of Lands for the Purposes of the said Railway (except so far as the same may be altered or repealed by this Act) shall, so far as the same relate to the Purchase or taking of the Lands delineated on the Plans and described in the Books of Reference referred to in the said recited Acts, and which are situate in the several Parishes and Townships and belong to the several Persons whose Names are mentioned or referred to in Schedule (B.) to this Act, be and the same are hereby revived, renewed, and re-enacted, and shall continue and be in full Force for the Term of Three Years from the passing of this Act: Provided that it shall not be lawful for the *Cheltenham and Great Western Union* Railway Company to enter upon, take, or use any Land which has been taken and used by the *Birmingham and Gloucester* Railway Company, for the Purpose of a Station at *Cheltenham*, without the Consent of the *Birmingham*

mingham and Gloucester Railway Company under their Common Seal.

Defining Site of Cheltenham Depôt.

XVII. And whereas by the said recited Acts certain Provisions are made respecting the Portion of the said Railway lying between the intended Depôts at *Cheltenham* and *Gloucester*: And whereas in case the *Cheltenham and Great Western Union* Railway Company shall, under the Powers revived by this Act, extend their Railway into the Town of *Cheltenham*, and form a Depôt at the Terminus of such extended Railway in *Cheltenham*, Doubts may hereafter arise as to which shall be considered the Depôt at *Cheltenham*, within the Meaning of the said Provisions in the said recited Acts; be it therefore declared and enacted, That the Point where the Two Lines of Railway are proposed to diverge from each other towards their respective Depôts or Stations, being the Spot to which the *Birmingham and Gloucester* Railway Company have already paid or agreed to pay to the *Cheltenham and Great Western Union* Railway Company for the Land and Works constructed thereon, shall, to all Intents and Purposes whatever, be held and deemed to be the Depôt at *Cheltenham* within the Meaning and Effect of the said Provisions in the said recited Acts.

Repealing Exemption in favour of Lands of Mr. Skillicorne.

XVIII. And be it enacted, That so much of the said first-recited Act as provides that nothing therein contained shall empower or be deemed or construed to empower the said Company to enter into or upon any of the Lands belonging to *William Nash Skillicorne*, in the Parish of *Cheltenham*, without his Consent in Writing, shall, as regards the Lands mentioned in the Schedule hereunto annexed, which at the Time of the passing of the said recited Act were the Property of the said *William Nash Skillicorne*, be and the same is accordingly hereby repealed.

Time extended for completing the Railway, and for re-purchasing Line between Cheltenham and Gloucester.

XIX. And be it enacted, That the Period limited by the said secondly recited Act for the Completion of the said Undertaking shall (except as to that Portion of the said Railway which lies between the intended Junction of the *Bristol and Gloucester* Railway therewith, in the Parish of *Standish*, and the City of *Gloucester*, (and which last-mentioned Portion shall be completed by the Twenty-first Day of *June* One thousand eight hundred and forty-six,) and except as to that Portion of the main Line of the said Railway situate between its Junction with the *Great Western* Railway at *Swindon* and the Branch therefrom at *Kemble* to the Town of *Cirencester*, and also except as to the said Branch Railway from *Kemble* aforesaid to the said Town of *Cirencester*,) be extended and enlarged until the Twenty-first Day of *June* which will be in the Year One thousand eight hundred and forty-eight, and all Powers, Privileges, and Authorities given or conferred by this or the said recited Acts with respect to the making and completing of the said Railway shall (except as to the aforesaid Portions of the said Railway) be in force up to the said Twenty-first Day of *June* One thousand eight hundred and forty-eight, in like Manner as though the same had been re-enacted and conferred in and by this Act; and with regard to that Portion of the said Railway which lies

between the said intended Junction with the *Bristol and Gloucester* Railway and the said City of *Gloucester*, the same shall be in force up to the said Twenty-first Day of *June* One thousand eight hundred and forty-six; provided that nothing in this Act contained shall empower the *Cheltenham and Great Western Union* Railway Company to repurchase their Interest in the Portion of the Line between the Depôts at *Cheltenham* and *Gloucester* otherwise than upon the Conditions and within the Period agreed upon between that Company and the *Birmingham and Gloucester* Railway Company, and provided in their said secondly-recited Act.

Birmingham and Gloucester Railway Company to lay down additional Rails, &c. for the Use of the Cheltenham and Great Western Railway

XX. And whereas it is expedient, in case the said *Cheltenham and Great Western Union* Railway Company or any other Company, who may construct the said Railway or any Part thereof, under the Provisions in this Act contained, shall fail to complete a continuous Line of Communication by Railway from the *Great Western* Railway to *Gloucester* on or before the Twenty-first Day of *June* One thousand eight hundred and forty-five, but shall complete a continuous Line of Communication from the said *Great Western* Railway to *Gloucester* at any Time after the said Twenty-first Day of *June* One thousand eight hundred and forty-five, that the Powers conferred by the said secondly recited Act for laying down additional Rails suitable to the Traffic and Gauge adopted by the *Cheltenham and Great Western Union* Railway Company should be confirmed by this Act, and that further Provision should be made in that Event for the fair and equal Accommodation in all respects of the Traffic as well of the said *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, as of the Traffic of the *Birmingham and Gloucester* Railway Company over the said Portion of Line between the Depôts aforesaid, and for securing a Right of Passage over the said Portion of Line for the Companies respectively using the same, so that the same may be fairly and impartially used by the said Companies, and that no Favour nor Obstruction be given or occasioned to the one Company in preference or to the Hindrance of the other Company, and also for determining the Times of starting and Arrival of Trains, and of all other Matters incident to the Use of the said Portion of Line for the general Purposes of Railway Traffic, and for the Convenience of the Public, upon such Terms as shall be determined in manner herein-after mentioned; be it therefore enacted, That the *Birmingham and Gloucester* Railway Company shall and they are hereby required, on Notice in Writing being given to the Secretary or Clerk of the said Company for the Time being by the said *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, to lay down additional Rails on the said Portion of Line, with all necessary Crossings, Sidings, Switches, and other Conveniences, for the distinct Traffic of the said *Cheltenham and Great Western Union* Railway Company, or such Company as aforesaid, and to the Satisfaction of their Engineer for the Time being, and in such Time as to be ready for the Reception of the Traffic of the said *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, by the Period when they shall have so completed a Line to *Gloucester* as aforesaid, the Expence of laying such additional Rails, and of providing such other Conveniences, to be

be borne and paid by the said *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, and to be paid within One Month after the laying such Rails shall have been completed and such Conveniences shall have been provided, with Interest thereon after the Rate of Five Pounds *per Centum per Annum* from the respective Dates of Payment; and in case any Dispute shall arise as to the Expence of laying such Rails, or otherwise in relation thereto, the Amount of the Items not disputed shall be paid by the said *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, to the said *Birmingham and Gloucester* Railway Company, and the Amount of all disputed Items shall be paid into the Bank of *England* in the Names of the Chairmen of the respective Companies, until such disputed Items shall have been settled by Arbitration, in the Manner provided for the Settlement of disputed Accounts between the said *Cheltenham and Great Western Union* Railway Company and the *Birmingham and Gloucester* Railway Company by the said secondly-recited Act; and the said *Cheltenham and Great Western Union* Railway Company, upon Payment of such Cost in manner herein mentioned, shall have and enjoy full Powers and Authorities for conveying Passengers, Cattle, Goods, Wares, and Merchandize upon the said Portion of the Railway, on Payment of such annual Sum, or on such Terms as shall be agreed on between the Two Companies, or settled, in case of Dispute, in manner herein-after provided, and subject to the Bye Laws and Regulations of the *Birmingham and Gloucester* Railway Company; provided that if any Dispute shall arise respecting such annual Sum or Terms, or if the said *Cheltenham and Great Western Union* Railway Company shall consider any Bye Laws and Regulations of the *Birmingham and Gloucester* Railway Company likely to interfere with the due and proper Use of the said Portion of Railway by the *Cheltenham and Great Western Union* Railway Company, it shall from Time to Time be lawful for the *Cheltenham and Great Western Union* Railway Company to name and appoint Two Directors on their Behalf, and to require, in Writing, the *Birmingham and Gloucester* Railway Company to nominate and appoint Two Directors on their Behalf, and the Four Directors so named and appointed shall jointly consider, adjust, and settle all such disputed Points; and in case the *Birmingham and Gloucester* Railway Company shall fail to appoint Two Directors on their Behalf within Seven Days of their being required so to do, then the Authority to adjust and settle the Matters in dispute shall vest in the Two Directors appointed by the *Cheltenham and Great Western Union* Railway Company; and in case the said Four Directors shall not agree upon the Matters in dispute within Seven Days after their Appointment, they shall jointly name an Umpire, who shall have Power and Authority to settle and determine all such Matters in difference, and whose Decision shall be final; and if the said Four Directors shall not be able to agree in the Nomination of an Umpire, then the Settlement of such Matters in dispute shall be referred to the Lords of the Committee of Her Majesty's Privy Council for Trade, or to such other Person or Persons as shall for the Time being be appointed under or by virtue of any Act of Parliament for the general Regulation of Railways.

XXI. And

Cheltenham and Great Western Union Railway Company to lay down additional Rails, &c. for the Use of the Birmingham and Gloucester Railway Company.

XXI. And whereas it is expedient, in case the *Cheltenham and Great Western Union* Railway Company, or any other Company, shall, under the Powers in this Act or in the said recited Acts contained, construct a Line of Railway extending nearer to the Town of *Cheltenham* than certain Fields in the Hamlet of *Alstone* in the Parish of *Cheltenham*, numbered 24, 25, and 26 in the Map or Plan deposited with the Clerk of the Peace for the County of *Gloucester*, and referred to in the firstly herein-before recited Act, or by any other Act, or under or by virtue of any Consent of or Agreement with any Landowner, any other Line of Railway in substitution for the same, that Provision be made for laying down additional Rails suitable to the Traffic and Gauge adopted by the *Birmingham and Gloucester* Railway Company, and for the fair and equal Accommodation in all respects of the Traffic as well of the *Birmingham and Gloucester* Railway Company as of the Traffic of the *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, over the said extended Line of Railway, and for securing a Right of Passage over the said extended Line for the Companies respectively using the same, so that the same may be fairly and impartially used by the said Companies, and that no Favour nor Obstruction be given or occasioned to the one Company in preference or to the Hindrance of the other Company, and also for determining the Times of starting and Arrival of Trains, and of all other Matters incident to the Use of the said extended Line, for the general Purposes of Railway Traffic, and for the Convenience of the Public, upon such Terms as shall be determined in manner herein-after mentioned; be it therefore enacted, That the *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, shall and they are hereby required, on Notice in Writing being given to the Secretary or Clerk of the said Company for the Time being by the *Birmingham and Gloucester* Railway Company, to lay down additional Rails, with all necessary Crossings, Sidings, Switches, and other Conveniences, for the distinct Traffic of the *Birmingham and Gloucester* Railway Company, and to the Satisfaction of their Engineer for the Time being, the Expence of laying such additional Rails and of providing such other Conveniences to be borne and paid by the *Birmingham and Gloucester* Railway Company, and to be paid within One Month after the laying such Rails shall have been completed, and such Conveniences shall have been provided, with Interest thereon after the Rate of Five Pounds *per Centum per Annum* from the respective Dates of Payment; and in case any Dispute shall arise as to the Expence of laying such Rails, or otherwise in relation thereto, the Amount of the Items not disputed shall be paid by the *Birmingham and Gloucester* Railway Company to the *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid; and the Amount of all disputed Items shall be paid into the Bank of *England* in the Names of the Chairmen of the respective Companies, until such disputed Items shall have been settled by Arbitration in the Manner provided for the Settlement of disputed Accounts between the *Cheltenham and Great Western Union* Railway Company and the *Birmingham and Gloucester* Railway Company by the said secondly recited Act; and the *Birmingham and Gloucester* Railway Company, upon Payment

of such Costs in manner herein mentioned, shall have and enjoy full Powers and Authorities for conveying Passengers, Cattle, Goods, Wares, and Merchandize, upon the said extended Line of Railway, on Payment of such annual Sum or on such Terms as shall be agreed on between the Two Companies, or settled, in case of Dispute, in manner herein-after provided, and subject to the Bye Laws and Regulations of the *Cheltenham and Great Western Union* Railway Company, or of such other Company as aforesaid; provided that if any Dispute shall arise respecting such annual Sum or Terms, or if the *Birmingham and Gloucester* Railway Company shall consider any Bye Laws and Regulations of the *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, likely to interfere with the due and proper Use of the said extended Line of Railway by the *Birmingham and Gloucester* Railway Company, it shall from Time to Time be lawful for the *Birmingham and Gloucester* Railway Company to name and appoint Two Directors on their Behalf, and to require in Writing the *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, to name and appoint Two Directors on their Behalf, and the Four Directors so named and appointed shall jointly consider, adjust, and settle all such disputed Points; and in case the *Cheltenham and Great Western Union* Railway Company or such other Company as aforesaid shall fail to appoint Two Directors on their Behalf within Seven Days of their being required so to do, then the Authority to adjust and settle the Matters in dispute shall vest in the Two Directors appointed by the *Birmingham and Gloucester* Railway Company; and in case the said Four Directors shall not agree upon the Matters in dispute within Seven Days after their Appointment they shall jointly name an Umpire, who shall have Power and Authority to settle and determine all such Matters in difference, and whose Decision shall be final; and if the said Four Directors shall not be able to agree in the Nomination of an Umpire, then the Settlement of such Matters in dispute shall be referred to the Lords of the Committee of Her Majesty's Privy Council for Trade, or to such other Person or Persons as shall for the Time being be appointed under or by virtue of an Act of Parliament for the general Regulation of Railways, regard being had in the Settlement of such Terms to the Cost of Construction, and to the proportionate Use by the said *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, and the *Birmingham and Gloucester* Railway Company, of the said extended Line.

Regulations as to Depôts or Stations near Cheltenham.

XXII. And be it enacted, That it shall not be lawful for the *Cheltenham and Great Western Union* Railway Company, or any other Company, under the Powers of the said recited Acts or either of them, or of any other Act, or under or by virtue of any Consent of or Agreement with any Landowner for forming a Line in substitution of the said intended Line, to purchase or take Land for the Purpose of a Depôt or Station or other Place for the Accommodation of the Public nearer to *Cheltenham* than the Fields numbered 24, 25, and 26, as aforesaid, unless they shall give to the *Birmingham and Gloucester* Railway Company One Calendar Month's Notice in Writing of their Intention so to do; and the *Birmingham and Gloucester*

cester Railway Company, at any Time before the Expiration of such Notice, may, by Notice in Writing under their Common Seal, require the *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, to purchase such additional Quantity of Land, not exceeding One Acre, as may be specified in such last-mentioned Notice, subject to Arbitration, as herein-after expressed; and the *Cheltenham and Great Western Union* Railway Company, or such other Company as aforesaid, out of the whole Quantity of Land purchased by them, shall sell to the *Birmingham and Gloucester* Railway Company, and the *Birmingham and Gloucester* Railway Company are in such Case required to purchase the Quantity of Land so specified as aforesaid, in such Situation convenient for the Purposes of a Depôt, and at such Price, as shall be agreed upon between the Two Companies, or decided, in case of Dispute, by Arbitration, in manner by this Act provided in case of Dispute between the *Cheltenham and Great Western Union* Railway Company and the *Bristol and Gloucester* Railway Company.

For Protection of Cheltenham Railway.

XXIII. Provided always, and be it enacted, That it shall not be lawful for the *Cheltenham and Great Western Union* Railway Company to raise or otherwise alter the Level of any Part of the Tramroad between *Cheltenham* and *Gloucester* called or known as the *Cheltenham* Railway, or of any Branch thereof, otherwise than as by the said recited Acts or either of them was authorized or empowered: Provided always, that the Power of Extension of Time for the Purchase of the Land, or for the Construction of the Remainder of the Works or Line, shall apply in every respect to the Tramroad between *Gloucester* and *Cheltenham* as to any other Land or Works upon the Line.

Agreements with R. Roy and P. Thompson, Esquires, not invalidated by this Act.

XXIV. And whereas the said Company have entered into an Agreement with *Richard Roy* Esquire, of *Great George Street, Westminster*, dated the Twenty-second Day of *October* One thousand eight hundred and thirty-nine, for the making of a Depôt, and all proper and necessary Works and Conveniences connected therewith, on the Land purchased by the said Company by the said Agreement, and with *Pearson Thompson* of *Cheltenham*, Esquire, dated the Tenth Day of *February* One thousand eight hundred and forty-two, with reference to the Purchase of and Interference with his Property; be it enacted, That nothing in this Act contained shall affect the said Agreements, but the same shall be as valid as though they had been entered into subsequently to the passing of this Act.

Company empowered to purchase the Interest in Lands the Purchase whereof may have been omitted by Mistake.

XXV. And be it enacted, That if at any Time after the Company shall have entered upon any Lands which, under the Provisions of this or the said recited Acts, they were authorized to purchase, and which shall be permanently required for the Purposes of the Railway, any Party shall appear to be entitled to any Estate, Right, or Interest in or Charge affecting such Lands which the Company shall have failed or omitted duly to purchase or pay Compensation for, then, whether the Period granted for the Purchase of Lands shall have expired or not, the Company shall remain in the undisturbed Possession of such Lands, provided within Six Months after Notice of such Estate, Right, Interest, or Charge, in case the same shall not be

be disputed by the Company, or in case the same shall be disputed, then within Six Calendar Months after the Right thereto shall have been finally established by Law in favour of the Party claiming the same, the Company shall purchase or pay Compensation for the same, and shall also pay to such Party, or to any other Party who may establish a Right thereto, full Compensation for the Mesne Profits or Interest which would have accrued to such Parties respectively in respect thereof during the Interval between the Entry of the Company thereon and the Time of the Payment of such Purchase Money or Compensation by the Company, so far as such Mesne Profits or Interest may be recoverable in Law or Equity, and such Purchase Money or Compensation shall be agreed on or awarded and paid in like Manner as according to the Provisions of the said first-recited Act the same respectively would have been agreed on or awarded and paid in case the Company had purchased such Estate, Right, Interest, or Charge before their entering upon such Lands, or as near thereto as Circumstances will admit.

How Value of such Lands to be estimated.

XXVI. And be it enacted, That in estimating any Compensation to be given for any such last-mentioned Lands, or any Estate or Interest in the same, or for any Mesne Profits thereon, the Jury shall assess the same at such Price as they shall find to be the Value of such Lands, Estate, or Interest, and Profits, without regard to any Improvements or Works made in the said Lands by the Company, and as though the Railway had not been constructed.

Company to pay the Costs of Litigation as to such Lands.

XXVII. And be it enacted, That in addition to the said Purchase Money, Compensation, or Satisfaction, and before the Company shall become absolutely entitled to any such Estate, Interest, or Charge, or to have the same merged or extinguished for their Benefit, they shall, when the Right to any such Estate or Interest or Charge shall be disputed, pay the full Costs and Expences of any Proceedings, at Law or in Equity, for the Recovery of the same to the Parties with whom any Litigation in respect thereof shall have taken place; and such Costs and Expences shall, in case the same shall be disputed, be settled by the proper Officer of the Court in which such Litigation took place.

Power for the Company to insist on Purchase where Expence of Bridges, &c. exceeds the Value.

XXVIII. And be it enacted, That if any Land traversed by the said Railway shall be so cut through and divided as to leave on either Side of the Works a Piece of Land of less Extent than Half a Statute Acre, or of less Value than the Expence of making a Bridge, Culvert, or such other Communication between the Lands so divided as the Company are under the Provisions of the said first-recited Act compellable to make, and if the Owner of such Land have not other Land adjoining such Piece of Land, and require the Company to make such Communication, then the Company may require such Owner to sell to them such Piece of Land; and any Dispute as to the Value of such Piece of Land, or as to what would be the Expence of making such Communication, shall be ascertained by a Jury as by the said recited Acts provided for in Cases of disputed Compensation, and on the Occasion of ascertaining the Value of the Land required to be taken for the Purposes of the Railway or Works the Jury shall, if required by either Party, ascertain by their Verdict the Value

Value of any such severed Piece of Land, and also what would be the Expence of making such Communication.

Power to take temporary Possession of Land without previous Payment of Price.

XXIX. And be it enacted, That, subject to the Provisions herein contained, it shall be lawful for the Company, at any Time before the Expiration of the Period by this Act limited for the Completion of the Railway, without making any previous Payment, Tender, or Deposit, to enter upon and use any existing private Roads, not being more than Five hundred Yards distant from the Centre of the Railway, and also to enter upon any Lands not being more than Two hundred and fifty Yards distant from the Centre of the Railway, and not being a Garden, Orchard, Park, Plantation, planted Walk, Avenue, or Ground planted and set apart as a Nursery for Trees, and not being nearer than Five hundred Yards to the Mansion House of the Owner of any such Lands, and to occupy the said Lands during the Construction or Repair of the Railway, and to use the same for any of the following Purposes; (that is to say,)

For the Purpose of taking Earth or Soil by Side Cuttings therefrom:

For the Purpose of obtaining Materials therefrom for the Formation of the Railway; or

For the Purpose of forming Roads thereon to or from the Railway:

And in exercise of the Powers aforesaid it shall be lawful for the Company to deposit, and also to manufacture and work upon such Lands, Materials of every Kind used in constructing the Railway, and also to dig and take from and out of any such Lands any Clay, Stone, Gravel, Sand, or other Things that may be found therein useful or proper for constructing the Railway or any such Roads as aforesaid.

Company to give Notice previous to such temporary Possession.

XXX. And be it enacted, That in case any such Lands shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials for the Construction or Repair of the Railway, the Company shall, before entering thereon, (except in the Case of Accident to the Railway requiring immediate Reparation,) give Six Weeks Notice in Writing to the Owners and Occupiers of such Lands of their Intention to enter upon the same for such Purposes; and in case the said Lands are required for any of the other Purposes herein-before mentioned the Company shall (except in the Case above excepted) give Ten Days like Notice thereof; and the Company shall in such Notices respectively state the Substance of the Provisions herein-after contained, respecting the Right of such Owner or Occupier to require the Company to purchase any such Lands, or to receive Compensation for the temporary Occupation thereof, as the Case may be.

Power to Owner to object that other Lands ought to be taken.

XXXI. And be it enacted, That if such Lands are required for any of the Purposes in respect of which a Notice of Six Weeks is herein-before required to be given it shall be lawful for the Owner or Occupier thereof, within Ten Days after Service of such Notice, to object to the Company making use of such Lands, on the Ground that other Lands lying contiguous thereto, and being such as the

Company are herein-before authorized to use for the Purposes aforesaid, might be more beneficially occupied for such Purposes by the Company, and in such Case, if the Company shall refuse to occupy such other Lands in lieu of those mentioned in the Notice, it shall be lawful for Two Justices, on the Application of such Owner or Occupier, to summon the Company and the Owners and Occupiers of such other Lands to appear before them at any Time, not being more than Fourteen Days after such Application nor less than Seven Days from the Service of such Summons, and on the Hearing pursuant to such Summons it shall be lawful for such Justices to determine summarily which of the said Lands shall be occupied by the Company for the Purposes aforesaid, and to authorize the Company to occupy the same accordingly.

Power to the Justices to summon other Owners before them.

XXXII. Provided always, and be it enacted, That if it shall appear to such Justices, upon the Inquiry before them, that the Lands of any other Party not summoned before them, being sufficient in Quantity, and such as the Company are herein-before authorized to take or use for the Purposes aforesaid, would be more suitable to be used by the Company than the Lands of the Person who shall have been so summoned as aforesaid, it shall be lawful for the said Justices to adjourn such Inquiry, and to summon such other Person to appear before them at any Time, not being more than Fourteen Days from such Inquiry, nor less than Seven Days from the Service of such Summons, and on the hearing of such last-mentioned Summons to determine finally which Lands shall be occupied or used for the Purposes aforesaid, and to authorize the Company to occupy the same accordingly.

The Company to give Security, if required.

XXXIII. And be it enacted, That before entering upon any such Lands as shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials as aforesaid, the Company shall, if required by the Owner or Occupier thereof, Seven Days at least before the Expiration of the Notice to take such Lands as herein-before mentioned, find Two sufficient Persons, to be approved of by a Justice, in case the Parties differ, who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds *per* Acre, conditioned for the Payment of such Compensation as may become payable in respect of the same in manner herein mentioned.

Company to separate the Lands before using them.

XXXIV. And be it enacted, That before the Company shall use any such Lands for any of the Purposes aforesaid they shall, if required so to do by the Owner or Occupier thereof, separate the same by a sufficient Fence from the Lands adjoining thereto.

Owners of Lands may compel Company to purchase Lands so temporarily occupied.

XXXV. And be it enacted, That where the Company shall, in exercise of the Powers aforesaid, enter upon any Lands for the Purpose of making Spoil Banks or Side Cuttings thereon, or for obtaining Materials for the Construction or Repair of the Railway therefrom, it shall be lawful for the Owners or Occupiers of such Lands, having such Estates or Interests therein as under the Provisions in the first-recited Act mentioned would enable them to sell or convey the Lands to the Company, at any Time during the Possession of such

Lands by the Company, and before such Owners or Occupiers shall have accepted Compensation from the Company in respect of such temporary Occupation, to serve a Notice in Writing on the Company requiring them to purchase the said Lands, or their Estates and Interests therein respectively, and in such Notice such Owners or Occupiers shall set forth the Particulars of their Estate or Interest in such Lands, and the Amount of their Claim in respect thereof; and the Company shall thereupon be bound to purchase the said Lands, or the Estate and Interest therein of the Parties serving such Notice; and the Value of such Lands, and the Compensation payable therefor to such Owners and Occupiers, shall, in case of Difference, be determined as in other Cases of disputed Compensation under the said first-recited Act.

Compensation to be made for temporary Occupation.

XXXVI. And be it enacted, That where in any of the Cases aforesaid the Company shall not be required to purchase such Lands, and in all other Cases where they shall take temporary Possession of Lands by virtue of the Powers herein granted, it shall be incumbent on the Company, within One Month after their Entry upon such Lands, upon being required so to do, to pay the Occupier of the said Lands the Value of any Crop or Dressing that may be thereon, and to agree with the Owner or Occupier thereof for the Payment of an annual Sum, by way of Rent, during the Occupation thereof, and also within Six Months after they shall have ceased to occupy the said Lands, and not later than Six Months after the Expiration of the Time by this Act limited for the Completion of the Railway, to pay to such Owner and Occupier Compensation for any permanent Damage or Injury which shall have been done to the said Lands in the Exercise of the Powers herein-before granted, and the Amount of such permanent Damage shall, in case of Difference, be determined as in other Cases of disputed Compensation under this Act, and the Value of any Crop or Dressing which may be on the said Lands, and the Rent payable in respect thereof during the Possession of the Company, whatever the Amount of Claim in respect of the same may be, shall, in case of Difference, be determined as in other Cases of disputed Compensation under Twenty Pounds are determinable under the said first-recited Act.

Extending to 50*l.* Provision in first Act for settling Disputes as to Damages not exceeding 20*l.*

XXXVII. And whereas it is by the said first-recited Act enacted, that in case any Difference should arise between the *Cheltenham and Great Western Union* Railway Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of that Act, as to the Amount or Value of the Damage done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of that Act, and such Difference could not be settled and adjusted between the said Parties, the same should, in case the Amount of Damages did not exceed the Sum of Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the County, City, or Place in which such Lands should lie, who, upon Application made to them by both or either of the said Parties, should examine into the Matter in dispute, and should determine and settle the Amount of Compensation which should be payable by the said Company: And whereas

it

it is expedient that the said recited Provision should be extended and amended; be it therefore enacted, That the Power given in the said recited Provision to determine the Amount or Value of any Damage therein referred to, where the same does not exceed the Sum of Twenty Pounds, shall be extended to the Amount or Value of any such Damage where the same does not exceed the Sum of Fifty Pounds, and it shall be lawful for any Two or more Justices of the Peace in Petty Sessions assembled to determine the Amount or Value of such Damage, at the Expiration of Ten Days after Notice in Writing given by either of the Parties to the other of their Intention to apply to such Two or more Justices to determine the Matter in difference.

Incapacitated Persons may sell additional Land to the Company

XXXVIII. And whereas it may happen that after the Period by the said recited Acts and this Act limited for the compulsory Purchase of Lands, and for the Completion of the said Railway, shall have elapsed, it may be necessary, for the due Maintenance and Use of the said Railway, and the Bridges, Stations, and other Works connected therewith, that the said Company should purchase additional Lands adjoining their said Railway, and the said Bridges, Stations, and other Works; be it therefore enacted, That all Corporations and Persons by the first-recited Act capacitated to treat and agree with the Company for the Sale and Conveyance of Lands required for the said Railway may and they are hereby empowered, if they shall be willing, but not otherwise, to treat and agree with the said Company, who are hereby authorized to treat and agree with such Corporations and Persons for the Sale and Conveyance to the said Company of any further Lands or Buildings that may hereafter be required for the Purposes of the said Railway or the Works thereof, not exceeding in Amount the Quantity which the Company are by the said first-recited Act authorized to purchase, notwithstanding the Period by the said recited Acts or either of them or by this Act limited for the compulsory Purchase of Lands or for the Completion of the said Railway may have expired, subject nevertheless to the Provisions and Restrictions in the said recited Acts and this Act contained, with regard to the Purchase of Lands from Persons under legal Disability or Incapacity.

Altering the Periods of General Meetings.

XXXIX. And whereas by the said first-recited Act it is provided that half-yearly General Meetings of the Company shall be held in the Second Week in the Months of *April* and *October* respectively in each Year, or within Twenty Days of such respective Periods, but it has been found that such Meetings cannot be conveniently held at the said Periods, and it is expedient that the same should be altered; be it therefore enacted, That after the passing of this Act the half-yearly General Meetings of the said Company shall be held in the Months of *February* and *August* respectively, or within Twenty Days after the Expiration of such Months respectively in each Year, in lieu of the Periods appointed by the said first-recited Act; and all Business required by the said recited Acts to be done at a half-yearly Meeting to be held in the Second Week of the Month of *April*, or within Twenty Days thereof, shall be done at the Meeting to be held in *February*, and all Business required by the

the said first-recited Act to be done at a Meeting to be held in the Second Week of the Month of *October*, or within Twenty Days thereof, shall be done at the Meeting to be held in *August*.

As to the Number of Directors;

XL. And whereas by the said first-recited Act it is enacted that there shall be Twelve Directors of the said Company, and it is further provided 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 therein provided, it should be lawful for the remaining Directors, if they think proper so to do, to elect some other Proprietor duly qualified to be a Director in lieu of the Person so ceasing to be a Director as aforesaid; be it enacted, That when by Death or Resignation, or any other Cause than that of going out by Ballot or Rotation, as aforesaid, the Number of Directors shall at any Time be reduced below Twelve, and so often as the same shall happen, it shall not be necessary for the remaining Directors, nor for the General Meeting of the said Company at which under the Provisions of the said recited Act the Vacancy so occasioned would otherwise have been filled up, to proceed to fill up such Vacancy, if it shall appear to such General Meeting that it is inexpedient to fill up the same, and such General Meeting shall come to a Resolution to that Effect, but in that Case, and when and so often as the same shall happen, the Number of the Directors of the said Company shall be and remain reduced accordingly; and all the Acts of the said Directors, when so reduced in Number, shall to all Intents and Purposes be as valid and effectual as if the said Directors had not been reduced; and that all Acts which shall have been done at any Time heretofore at any Meeting of the Directors at which Five at the least were present shall be adjudged valid and effectual in Law, notwithstanding there should not have been at the Time the full Number of Directors appointed by the said first-recited Act.

and the Mode of going out of Office.

XLI. Provided, and be it enacted, That in case of any Reduction of the Number of Directors the Number to go out of Office at the annual Meeting in the Month of *February* shall be as follows; namely, if the total Number of Directors shall be Ten or more the Number to go out by Rotation shall be Three, if the total Number shall be Eight or Nine the Number to go out by Rotation shall be Two, if the total Number shall be Six or Seven One only shall go out by Rotation, and in case (with reference to the Provision that the Directors who have been longest in Office shall go out) any Difficulty shall arise from the Alteration in the total Number of the Directors, then it shall be determined by the whole of the said Directors, by Ballot among themselves, which of the said Directors whose Turn it would have been to go out by Rotation shall go out of Office: Provided that at no Time shall the whole of the Number of Directors be reduced under the Provisions herein contained to a less Number than Six; provided also, that when the Number of Directors shall not exceed Eight Three shall be a Quorum.

Power to pay Interest on Calls.

XLII. And be it enacted, That it shall be lawful for the said Directors, when and so soon as Ten Pounds *per* Share shall have been paid in respect of the new Shares to be created under the Powers of this Act, and from thenceforth until the said Railway shall be completed and opened to the Public, to pay Interest on the said Sum of Ten Pounds at any Rate not exceeding Six Pounds *per Centum per Annum* in respect of every Share, from the Day on which the last Call constituting that Amount shall have been paid, and on all further Sums to be from Time to Time called up in respect of the said last-mentioned Shares from the respective Days of Payment thereof, such Interest to accrue and be paid at such Times and Places as the said Directors shall appoint for the Purpose.

Great Western and Bristol and Gloucester Railway Companies enabled to guarantee Interest.

XLIII. And whereas the said Railway communicates with the *Great Western* Railway in the Parish of *Swindon* in the County of *Wilts*, and with the Line of the intended *Bristol and Gloucester* Railway in the Parish of *Standish* in the County of *Gloucester*, and the Line of the said *Cheltenham and Great Western Union* Railway from thence to *Gloucester* was originally proposed to be adopted by the said *Bristol and Gloucester* Railway Company as the Means of conveying the Traffic of the said *Bristol and Gloucester* Railway to and from its said Termination in the Parish of *Standish* from and to the City of *Gloucester*, thus completing the Chain of Railway Communication between the Southern, Western, Northern, and Midland Districts of the Kingdom: And whereas the Completion of the *Cheltenham and Great Western Union* Railway from the aforesaid Point of Junction of the *Bristol and Gloucester* Railway to *Gloucester* is essential to the carrying out of the Objects of the said last-mentioned Railway, and the Completion of the said *Cheltenham and Great Western Union* Railway from *Swindon* to *Gloucester* and *Cheltenham* would also be beneficial to the Public, by completing the Communication between the Metropolis and the said Towns by means of the *Great Western* Railway; be it therefore enacted, That it shall be lawful for the Directors of the *Great Western* Railway Company and of the *Bristol and Gloucester* Railway Company respectively, and for either of them, by and with the Consent of a Majority of the respective Proprietors of the said Companies who may be assembled, either in Person or by Proxy, at some General or Special General Meeting or Meetings of the respective Companies or either of them, specially convened for the Purpose, to guarantee, out of the respective Funds of the said last-mentioned Companies or either of them, Interest on the Calls to be made in respect of the new Shares to be created under the Powers of this Act, not exceeding the Rate herein-before authorized to be paid thereon, and under such Conditions of Repayment as shall be agreed on between the said Directors of the *Great Western* Railway and of the *Bristol and Gloucester* Railway respectively, and the Directors acting under this and the said recited Acts; and it shall be lawful also for the said *Cheltenham and Great Western Union* Railway Company, and for the said *Great Western* Railway Company, and the said *Bristol and Gloucester* Railway Company, and for the *Birmingham and Gloucester* Railway Company, respectively, or for either of the said last-mentioned Companies and the said *Cheltenham and Great Western Union* Railway Company, to enter into Agree-

ments for jointly or separately executing the Whole or any Part of the said *Cheltenham and Great Western Union* Railway which at the Date of such Agreement or Agreements may remain unfinished, and for the subsequent Use and Management thereof, and for such Purpose to appoint, if necessary, Joint Committees of Management out of the Directors of the Companies Parties to any such Agreement.

Power to sell the Railway to the Great Western Railway Company, and the Bristol and Gloucester Railway Company, and Birmingham and Gloucester Railway Company, or either of them.

XLIV. And be it enacted, That it shall be lawful for the said *Cheltenham and Great Western Union* Railway Company, with such Consent as herein-after mentioned, to sell and convey their said Railway, or any Part or Parts thereof, whether finished or not, and all the Works connected therewith, and all their Rights, Powers, and Privileges in reference thereto (but subject to any then existing Mortgages, Contracts, Agreements, legal Awards, and legal Liabilities affecting the same, and subject also to any special Provisions in the said recited Acts contained for the Protection of Landowners or others, not repealed by this Act), to the said *Great Western* Railway Company, and the said *Bristol and Gloucester* Railway Company, and the *Birmingham and Gloucester* Railway Company, or any or either of them, and the said last-mentioned Companies respectively are hereby empowered to effect such Purchase, and to have and hold the said Railway and Works, or the Part or Parts thereof which may be purchased by them respectively, and to use, exercise, and enjoy all the Rights, Powers, and Privileges conferred by the said recited Acts or by this Act on the said *Cheltenham and Great Western Union* Railway Company in relation thereto; and by way of Payment for such Purchase it shall be lawful for the said *Great Western* Railway Company, and the said *Bristol and Gloucester* Railway Company, and *Birmingham and Gloucester* Railway Company, respectively, or any or either of them, to admit the Shareholders in the said *Cheltenham and Great Western Union* Railway Company to a Participation as Shareholders in the Profits and Advantages of the said *Great Western* Railway, and *Bristol and Gloucester* Railway, and *Birmingham and Gloucester* Railway, respectively, or any or either of them, under such Terms and Conditions as may be mutually agreed on; and for such Purpose it shall be lawful for such Company or Companies to raise so much Capital, in addition to the Capital authorized to be raised by such Companies under any existing Acts of Parliament, and to create such an additional Number of Shares in the said last-mentioned Undertakings respectively, or any of them, and of such Value, as may be requisite for completing such Purchase as aforesaid: Provided always, that it shall not be lawful for the said *Cheltenham and Great Western Union* Railway Company to sell, or for the said *Great Western* Railway Company, or the said *Bristol and Gloucester* Railway Company, or the *Birmingham and Gloucester* Railway Company, to purchase, the said *Cheltenham and Great Western Union* Railway, or any Portion thereof, unless with the Consent of Three Fifths of the respective Shareholders in the said Companies Parties to the said Sale and Purchase, who may be assembled, either personally or by Proxy, at some Meeting or Meetings of the said respective Companies specially convened for the Purpose of authorizing such Sale or Purchase, as the Case may be, by Advertisement inserted for Two successive Weeks in the *London Gazette*, and Twice in Two *London* daily Papers.

XLV. And

Power to lease the Railway.

XLV. And be it enacted, That it shall be lawful for the said *Cheltenham and Great Western Union* Railway Company, with the Approbation of Two Thirds at least of the Votes of the Proprietors of the said Company who may be present, in Person or by Proxy, at any General or Special General Meeting of the said Company, to demise or lease, for such Consideration or annual Rental as they shall think proper, the Railway and other Works by the said recited Acts and this Act authorized to be made, or any Part thereof, unto the said *Great Western* Railway Company, and to the said *Bristol and Gloucester* Railway Company, and to the *Birmingham and Gloucester* Railway Company, or either of them, for any Term which shall be agreed upon, and the said *Great Western* Railway Company, and the said *Bristol and Gloucester* Railway Company, and *Birmingham and Gloucester* Railway Company, are hereby respectively authorized, if they think proper, with the Approbation of any General or Special General Meeting of such Companies respectively, to enter into and accept such Lease or Leases; and every such Lease shall be valid and effectual, and shall entitle the said *Great Western* Railway Company, or the said *Bristol and Gloucester* Railway Company, or the *Birmingham and Gloucester* Railway Company, as the Case may be, to the free Use and Enjoyment of the said *Cheltenham and Great Western Union* Railway and the Works connected therewith, or the Part thereof respectively comprised in such Lease; and during the Continuance of any such Lease all the Powers, Privileges, and Authorities granted to the said *Cheltenham and Great Western Union* Railway Company, or to the Directors thereof, or to their Officers, Agents, or Servants, under or by virtue of the said recited Acts and this Act, shall be exercised by them, so far as may be necessary, for the Benefit of the said *Great Western* Railway Company, and the said *Bristol and Gloucester* Railway Company, and *Birmingham and Gloucester* Railway Company, or whichever of them may be the Lessees under such Leases, subject to the Regulations and Restrictions imposed by the said recited Acts and this Act; and it shall be lawful for the said *Great Western* Railway Company, and the said *Bristol and Gloucester* Railway Company, and the *Birmingham and Gloucester* Railway Company, or either of them, and the said *Cheltenham and Great Western Union* Railway Company, to make and enter into such Contracts or Agreements for effecting the Purposes aforesaid, and for otherwise working or using the said Line, and for the Maintenance and Repair of the said Railway and other Works, or any Part thereof, as they the said respective Companies may deem advisable; and every such Contract may contain such Covenants, Clauses, Provisoes, and Conditions as the said Parties may mutually agree upon.

As to Lease to the Great Western Railway Company.

XLVI. And whereas the said *Cheltenham and Great Western Union* Railway Company have, by an Instrument under the Common Seal of the Company, bearing Date the Sixteenth Day of *April* One thousand eight hundred and forty-one, demised to the said *Great Western* Railway Company for a Term of Seven Years that Portion of the *Cheltenham and Great Western Union* Railway lying between the Town of *Cirencester* and the said *Great Western* Railway; be it enacted, That all the Powers hereby conferred with regard to the demising

demising or leasing of the said Railway, or the Acceptance of any such Demise or Lease, shall, for the Purpose of confirming the said Lease to the *Great Western* Railway Company, so far as the same would have been consistent with such Powers if the same had been executed after the passing of this Act, be considered to have been in force at the Time of the entering into such Lease, and such Lease shall be as valid as though the same had been executed under the Powers of this Act.

Bristol and Gloucester Railway Company may make certain Portion of Cheltenham and Great Western Union Railway, subject to the Directions of a Joint Committee.

XLVII. And whereas it is expedient that Provision should be made for the speedy Completion of that Portion of the *Cheltenham and Great Western Union* Railway which lies between the intended Junction of the *Bristol and Gloucester* Railway therewith in the Parish of *Standish* and the City of *Gloucester;* be it therefore enacted, That, subject to the Conditions herein-after contained, the *Bristol and Gloucester* Railway Company may and they are hereby authorized to make and construct the said Portion of Line, under the Orders and Directions of a Joint Committee to be appointed as herein-after mentioned, and for that Purpose the said last-mentioned Company may, under such Orders and Directions as aforesaid, purchase in their own Name, but under the Provisions of the Acts relating to the said *Cheltenham and Great Western Union* Railway, any Lands necessary or expedient for the Construction of such Portion of Railway.

How Joint Committee is to be named.

XLVIII. And be it enacted, That within One Month after Notice in Writing from the said *Bristol and Gloucester* Railway Company shall have been given to the said *Cheltenham and Great Western Union* Railway Company the Directors of such last-named Company shall appoint a Committee consisting of Five Persons, possessed respectively of Ten Shares at least in the Capital Stock of that Company, and the Committee of Management of the *Bristol and Gloucester* Railway Company shall also appoint Five Persons possessed of Ten Shares at least in the Capital Stock of that Company, and the Ten Persons so appointed shall be a Joint Committee for superintending and directing the Mode of Construction of the said Portion of the *Cheltenham and Great Western Union* Railway between the said Junction of the *Bristol and Gloucester* Railway and the City of *Gloucester:* Provided always, that if the said *Cheltenham and Great Western Union* Railway Company omit or refuse, for the Space of One Month after Demand made by the *Bristol and Gloucester* Railway Company, to appoint Five Members in order to form such Joint Committee, the Members of such Committee appointed by the *Bristol and Gloucester* Railway Company shall have Power to act alone until Five Members on behalf of the *Cheltenham and Great Western Union* Railway Company shall have been named: Provided always, that unless a Committee shall have been appointed as hereinbefore mentioned on or before the First Day of *January* One thousand eight hundred and forty-three, then and in such Case all Powers hereby vested in the said *Bristol and Gloucester* Railway Company with reference to the said Portion of Line shall, unless otherwise agreed by the said *Cheltenham and Great Western Union* Railway Company, cease and determine.

Proceedings of Joint Committee.

XLIX. And be it enacted, That such Joint Committee shall within Fifteen Days after their Appointment hold their First Meeting at *Bristol*, and the Second Meeting of such Committee shall be held at *Gloucester*, and every subsequent Meeting shall be held alternately at *Bristol* and *Gloucester*, or in such Place or Places as such Joint Committee shall appoint; and such Joint Committee may adjourn from Time to Time and from Place to Place as they shall think expedient; and any Four Members of such Joint Committee present in Person shall form a Quorum; and a Chairman shall be appointed at each Meeting, and in case of an equal Division of Votes, including the Vote of the Chairman, such Chairman shall not have a decisive or casting Vote, but the Question shall be referred to Arbitration in manner herein-after mentioned.

Votes may be given by Proxy.

L. Provided always, and be it enacted, That the several Members of the said Joint Committee may at all Meetings of the said Joint Committee vote by virtue of Proxies in Writing from the several absent Members.

For supplying Vacancies.

LI. And be it enacted, That when and so often as any Member of the Joint Committee of Management shall die, or shall resign, or shall cease to be qualified as aforesaid, it shall be lawful for the Directors of the Company by whom he may have been appointed, if they shall think proper so to do, to elect and appoint some other Person duly qualified in his Room and Place; and every such Person so elected to fill up any such Vacancy shall continue in Office as a Member of such Joint Committee so long only as the Person in whose Place or Stead he may have been elected would have been entitled to continue had he lived or remained in Office.

Books of Account to be kept by the Joint Committee.

LII. And be it enacted, That the said Joint Committee to be appointed as aforesaid shall cause proper Books to be kept, in which shall be entered the Minutes of all Proceedings had at every Meeting of such Joint Committee; and such Minute Books, as well as all other Books, Papers, and Writings relating in any Manner to the Proceedings of the said Joint Committee, or having reference to the joint Line of Railway confided to their Charge, shall at all Times be open to the Inspection of the Directors of the said Two Companies respectively, or any or either of them, who shall also have Power to take such Copies thereof or Extracts therefrom as they may think fit, and without making any Payment for the same.

Cheltenham and Great Western Union Railway Company to be reimbursed their Expences.

LIII. Provided always, and be it enacted, That within Three Months after the said Appointment of the said Joint Committee, and within One Month after the Delivery of an Account, the *Bristol and Gloucester* Railway Company shall pay to the *Cheltenham and Great Western Union* Railway Company all Sums of Money which may have been expended by them in the Purchase of Lands on the said Portion of Line, or in Payment of Compensation to the Owners, Lessees, and Occupiers thereof, and all Costs, Charges, and Expences in any Manner incident thereto, as well as all Monies which shall have been expended by them in the surveying and setting out the said Portion of Line for Contracts, and in the Construction of Works thereon,

and also the Sum of Five thousand five hundred Pounds, being the agreed Proportion of the general Expences incurred by the said *Cheltenham and Great Western Union* Railway Company, in relation to the whole of the said Undertaking chargeable to this Portion thereof, together also with Interest after the Rate of Five *per Cent.* *per Annum* on the said Sum of Five thousand five hundred Pounds, from the Twenty-first Day of *June* One thousand eight hundred and forty, and on all other Sums to be so reimbursed to the said *Cheltenham and Great Western Union* Railway Company, from the respective Days of Payment up to the Day of Repayment: Provided nevertheless, that no such Sum shall bear Interest prior to the said Twenty-first Day of *June* One thousand eight hundred and forty.

Powers of Bristol and Gloucester Railway Company, under this Act, to lapse, under certain Circumstances.

LIV. Provided always, and be it enacted, That if the said *Bristol and Gloucester* Railway Company shall fail to repay to the said *Cheltenham and Great Western Union* Railway Company the said Sum of Five thousand five hundred Pounds, and all other Sums expended by them upon or in respect of the said Portion of Line, with Interest as aforesaid, within the Time herein-before specified for the Purpose, or, in case of Dispute as to any of the Items of such Account, if they shall fail to pay to the said *Cheltenham and Great Western Union* Railway Company, within the aforesaid Period, the Items not disputed, and to pay into the Bank of *England*, in the Names of the Chairmen of the said Two Companies, the Amount claimed in respect of the disputed Items, or if, within One Month after the same shall have been settled by Arbitration, as herein-after mentioned, Default shall be made in Payment to the said *Cheltenham and Great Western Union* Railway Company, out of the Monies so paid into the Bank of *England*, of the Amount so settled, then and in either of the said Cases all Powers by this Act conferred on the said *Bristol and Gloucester* Railway Company in reference to the said Portion of Line shall cease and determine, and the Monies which may have been paid by them to the said *Cheltenham and Great Western Union* Railway Company in respect of the said Portion of Line shall be returned to them by the said last-mentioned Company, or in default thereof may be recovered by Action at Law in any of the Superior Courts.

As to Commencement and Prosecution of Works.

LV. And be it enacted, That if within Six Months after the Appointment of the said Joint Committee the said *Bristol and Gloucester* Railway Company shall not proceed, under the Directions of the said Committee, in the Construction of the said Portion of Line, or shall not within Twelve Months after the Appointment of such Committee, or at any Time thereafter, unless delayed or impeded by the Refusal of the Members of the said Joint Committee appointed by the said *Cheltenham and Great Western Union* Railway Company to concur in such reasonable Order necessary for such Progress as may be proposed by the Members appointed by the said *Bristol and Gloucester* Railway Company, have made such Progress therein as to lead, in the Opinion of some competent Person or Persons to be appointed Arbitrators as herein-after mentioned, to the reasonable Expectation that the said Portion of Line will be completed

pleted Three Months at least before the Completion of the Remainder of the Line of the said *Cheltenham and Great Western Union* Railway, unless prevented or delayed, as herein-before mentioned, then and in such Case it shall be lawful for the said *Cheltenham and Great Western Union* Railway Company, on the Report in Writing under the Hand of the said Person or Persons to that Effect, to enter upon the Lands purchased or contracted to be purchased and held by the said *Bristol and Gloucester* Railway Company for the Purposes of the said Portion of Line, and upon the Works thereon, and proceed to the Completion of the said Line, and from thenceforward all the Powers of the said *Bristol and Gloucester* Railway Company in reference to the said Portion of Line shall (save as herein-after mentioned) cease and determine; and all Sums of Money expended by the said *Bristol and Gloucester* Railway Company, whether in the Purchase of Land or in the Construction of Works upon the said Portion of Railway, shall be repaid to the said *Bristol and Gloucester* Railway Company by the said *Cheltenham and Great Western Union* Railway Company, with Interest at Five *per Centum per Annum* from the Time of the Outlay, and in default may be recovered by Action at Law in any of the Superior Courts.

Bristol and Gloucester Railway Company may exercise Powers of the Cheltenham and Great Western Union Railway Company, subject to the Control of the Joint Committee.

LVI. And be it enacted, That such Portion of the *Cheltenham and Great Western Union* Railway shall be constructed in accordance with the Provisions of the said recited Acts and this Act, and the said *Bristol and Gloucester* Railway Company shall, with reference to the said Portion of the *Cheltenham and Great Western Union* Railway, have the same Powers and Authorities for purchasing or using Lands, and making and completing such Portion, as are or shall be possessed by the *Cheltenham and Great Western Union* Railway Company, or the Directors thereof, by virtue of the said recited Acts and this Act; and the Powers of the said Joint Committee shall, subject to the Provisions herein contained, continue until the Completion of the said Portion of Railway, and shall then cease, and the said Portion of Line, after the Completion thereof, shall, so long as it belongs solely to the *Bristol and Gloucester* Railway Company, be considered as Part of the Line of the *Bristol and Gloucester* Railway, and as such shall be subject to the Provisions of the Acts relating to such last-mentioned Railway: Provided always, that no Act shall be done by the said *Bristol and Gloucester* Railway Company relating to the Purchase of the Land or Construction of the Works on the said Portion of Railway, except under the Orders and Directions of the said Joint Committee, or of the Referees to be appointed as herein-after mentioned.

As to Costs and Expences of forming Line under the Direction of the Joint Committee.

LVII. And be it enacted, That all the Costs, Charges, and Expences incurred in purchasing the Lands, and making and completing the said Portion of the *Cheltenham and Great Western Union* Railway, under the Orders and Directions of the said Joint Committee, shall be defrayed by the said *Bristol and Gloucester* Railway Company.

Bristol and Gloucester Railway Company

LVIII. And be it enacted, That the *Bristol and Gloucester* Railway Company shall be entitled, if they think fit, under the Superintendence of the said Joint Committee, to lay down upon the said Portion

Portion of the Line, when so made, under the Direction of the said Joint Committee, additional Rails of a different Gauge and Dimensions from those used upon the said *Cheltenham and Great Western Union* Railway, and all Expences arising from or incurred in relation to such additional Lines of Rails shall be defrayed by the *Bristol and Gloucester* Railway Company.

may lay down additional Lines of Rails for their Traffic.

LIX. And be it enacted, That in the event of the Appointment of such Joint Committee, and Construction of the Portion of Railway under their Direction as aforesaid, and the Payment to the said *Cheltenham and Great Western Union* Railway Company of the several Sums which may become payable in respect thereof under the Provisions herein-before contained, all Contracts for Land or Works, and all Conveyances and Assurances of Land, which shall theretofore have been executed in reference to the said Portion of Line, shall thereupon (subject as hereafter mentioned) be and enure for the Benefit of the said *Bristol and Gloucester* Railway Company, and the said *Cheltenham and Great Western Union* Railway Company shall be considered as Trustees only in such Conveyances, Contracts, and Assurances for the said *Bristol and Gloucester* Railway Company, and the same shall be delivered by the said *Cheltenham and Great Western Union* Railway Company to the said *Bristol and Gloucester* Railway Company.

In the event of Appointment of Joint Committee, Contracts made in respect of Lands and Works to enure for Benefit of the Bristol and Gloucester Railway Company.

LX. And be it enacted, That in the event of the Appointment of the said Joint Committee the said Portion of Line shall be constructed according to the Section of the said Line as laid down by the Engineer of the *Cheltenham and Great Western Union* Railway Company, and of the same Dimensions in all respects as the other Portions of the Line of the said last-mentioned Company, and so as to admit the laying down thereon of a double Line of Rails of the same Gauge as that adopted for the Rails on the Line of the said *Cheltenham and Great Western Union* Railway, which Lines of Rails shall be so laid down to the Satisfaction in all respects of the Engineer for the Time being of the said *Cheltenham and Great Western Union* Railway Company.

Line to be adapted to the Traffic of the Cheltenham and Great Western Union Railway Company.

LXI. And be it enacted, That so long as the said last-mentioned Portion of Line shall remain the Property of the said *Bristol and Gloucester* Railway Company they shall have the exclusive Right of fixing the Tolls to be taken for Passengers and Goods on the said Portion of Line, subject to the Provisions of the Acts of Parliament relating to the said *Cheltenham and Great Western Union* Railway, and also be entitled to all the Profits arising on the said Portion of Line until Redemption thereof by the said *Cheltenham and Great Western Union* Railway Company.

Bristol and Gloucester Railway Company, during Possession, to fix Tolls and take Profits.

LXII. And be it enacted, That when and so soon as the Whole of the Line of the *Cheltenham and Great Western Union* Railway shall have been completed, the *Cheltenham and Great Western Union* Railway Company may require the said *Bristol and Gloucester* Railway Company (not less than Three Months Notice to that Effect having been

To facilitate Re-purchase, Account of Expenditure to be furnished to the Cheltenham

and Great Western Union Railway Company.

been previously given) to furnish to the said *Cheltenham and Great Western Union* Railway Company an exact Account of all Sums expended by them in or in relation to the Formation of the said Portion of the Line, and in the Purchase of Lands for the Purposes thereof, and of the Periods of the respective Payments of such Sums, and to produce to the said *Cheltenham and Great Western Union* Railway Company, on Demand, satisfactory Vouchers for such Payments, and in default of their furnishing such Account within the Period before specified for the Purpose the said *Cheltenham and Great Western Union* Railway Company shall be entitled to enter on the said Line, and have the same Rights and Interests in all respects therein as if such Account had been rendered at the Expiration of such Notice: Provided always, that the said *Cheltenham and Great Western Union* Railway Company shall be liable to and shall indemnify the said *Bristol and Gloucester* Railway Company against any Expences or Liabilities incurred by them under the Provisions of this Act which may not have been ascertained at the Period of the Delivery of such Account, or omitted to be included therein.

As to disputed Accounts.

LXIII. Provided always, and be it enacted, That if such Account shall have been delivered, and any of the Items thereof be disputed, the Amount of such Items as shall not be disputed shall be paid forthwith to the said *Bristol and Gloucester* Railway Company, and the Amount of the said disputed Items shall be paid into the Bank of *England* by the said *Cheltenham and Great Western Union* Railway Company, in the Names of the Chairmen of the said Two Companies, until such Dispute be settled by Arbitration, as hereafter mentioned, after which the Amount so settled shall be forthwith paid to the said *Bristol and Gloucester* Railway Company.

Cheltenham and Great Western Union Railway Company may repurchase the Line.

LXIV. And be it enacted, That the *Cheltenham and Great Western Union* Railway Company shall repay to the said *Bristol and Gloucester* Railway Company the Sums expended by them in or in relation to the Formation of the said Portion of Line, (except such as may have been expended in laying down any Lines of Rails with a different Gauge from that adopted by the said *Cheltenham and Great Western Union* Railway Company, or in relation thereto or consequent thereon,) and the Purchase and Conveyance of Lands requisite for the Purposes thereof, including the Sums which may have been paid by them to the *Cheltenham and Great Western Union* Railway Company in respect of such Portion of Railway, and together also with Interest, after the Rate of Five Pounds *per Centum per Annum*, on all such Sums, from the Date of their Payment respectively up to the Time of the opening of the said Portion of Railway for the Conveyance of Passengers and Merchandize, and after such Repurchase and Payment as herein provided the said Portion of Line, and all the Works connected therewith, shall be and become the Property of the said *Cheltenham and Great Western Union* Railway Company in the same Manner as if the said Portion of the Line had been made by them under the Provisions of the recited Acts, subject nevertheless to the Right of Use thereof by the *Bristol and Gloucester* Railway Company as herein-after mentioned.

LXV. Pro-

Limiting the Time for Redemption of the Cheltenham and Great Western Railway Company.

LXV. Provided always, and be it enacted, That in case the said *Cheltenham and Great Western Union* Railway Company shall not redeem the said Portion of Line within Twelve Months next after the Completion of the Whole of their Line, such Company shall have no Power to redeem the same until after the Twenty-first Day of *June* One thousand eight hundred and fifty, nor in any event shall they have Power to redeem the same after the Twenty-first Day of *June* One thousand eight hundred and fifty-five.

If Line redeemed by the Cheltenham Company the Bristol and Gloucester Railway Company may use it for their Traffic.

LXVI. And be it enacted, That if the said Portion of the *Cheltenham and Great Western Union* Railway shall be constructed in manner aforesaid under the Orders and Directions of the Joint Committee, and shall then be redeemed by the said *Cheltenham and Great Western Union* Railway Company in manner aforesaid, the *Bristol and Gloucester* Railway Company shall have and enjoy full Powers and Authorities for conveying Passengers, Cattle, Goods, Wares, Merchandize, Articles, Matters, and Things upon the said Portion of the Railway, subject to such Regulations as may be necessary for the Safety and Convenience of the Traffic on the said Portion of Railway, and upon such Terms and Conditions as may be eventually agreed upon between the respective Companies, which Agreements the said respective Companies are hereby authorized to enter into.

Mode of Arbitration between the Companies.

LXVII. And be it enacted, That in the event of any Dispute or Difference arising between the said *Cheltenham and Great Western Union* Railway Company and the said *Bristol and Gloucester* Railway Company in respect of the Provisions of this Act, or touching the Sums to be paid by the said last-mentioned Company to the said *Cheltenham and Great Western Union* Railway Company, or touching the Sums to be paid by the said *Cheltenham and Great Western Union* Railway Company to the said *Bristol and Gloucester* Railway Company, or in relation to any other Matter connected with or arising out of any of the Provisions in this Act contained relating to the Arrangements between the said last-mentioned Companies, or touching the Terms upon which the said *Bristol and Gloucester* Railway Company are to have the Use of the said Portion of Railway, if redeemed, or between the Members of the Joint Committee, with reference to the Mode of Construction of the said Portion of Line by the said *Bristol and Gloucester* Railway Company, and the laying of the Rails thereon, or otherwise, each of the said Companies shall, within Fourteen Days after such Dispute or Difference shall arise, at the Request of the other of the said Companies, appoint in Writing an Arbitrator, to whom the Subject in dispute 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 in any such Matters shall be final; and in case either of the said Companies shall within Fourteen Days after any such Dispute or Difference shall have arisen, and a Request in Writing shall have been made to them by the other of the said Companies to nominate and appoint an Arbitrator as aforesaid, neglect or refuse to nominate and appoint such

such Arbitrator, it shall be lawful for the Company making such Request, upon such Neglect or Refusal as aforesaid, to nominate and appoint an Arbitrator who may proceed alone to hear and determine the Matters in dispute, and the Award of such Arbitrator respecting such Matters shall be final.

Re-appointment of Arbitrators, in case of Death, &c.

LXVIII. Provided always, and be it enacted, That in case any Arbitrator appointed by either Company shall die, refuse or neglect or become incapable of acting as Arbitrator as aforesaid, before the Matters referred shall be determined, the Company whose Arbitrator shall have so died, refused or neglected to act, or become incapable of acting, as aforesaid, shall have Power to nominate and appoint some other Person to be an Arbitrator in his Stead, who as to the Matters which may have been referred to Arbitration, and on which no Award or Decision shall have been previously made, shall have the same Powers as the Arbitrator in whose Place he may be appointed; and the Arbitrators so appointed shall have Power to call for the Production of all Books, Papers, Writings, and Accounts relating to the Matters referred to them, and the Submission or Agreement to be made between the said Two Companies shall be made a Rule of Her Majesty's Court of Queen's Bench at *Westminster*.

Cheltenham and Great Western Union Railway Company may transfer certain of their Powers to the Bristol and Gloucester or Cheltenham and Great Western Railway Company, by Agreement.

LXIX. And be it enacted, That it shall be lawful for the said *Cheltenham and Great Western Union* Railway Company to enter into such Agreements as they may think fit for the Transfer to the said *Bristol and Gloucester* Railway Company or to the *Great Western* Railway Company of the Rights, Powers, and Interests of the said *Cheltenham and Great Western Union* Railway Company, under the Acts relating to the said last-mentioned Railway, with reference to the Re-purchase of One Half of the Line of Railway now held by the *Birmingham and Gloucester* Railway Company between *Cheltenham and Gloucester*, which the said *Cheltenham and Great Western Union* Railway Company are authorized to re-purchase, and for enabling the said *Bristol and Gloucester* Railway Company and the said *Great Western* Railway Company, or either of them, subject to the Provisions in the said Acts contained, to purchase, hold, and use the same, either alone or jointly with the said *Cheltenham and Great Western Union* Railway Company.

Company to whom such Transfer shall be made to stand in the same Position as the Cheltenham and Great Western Union Railway Company.

LXX. And be it enacted, That any Company who, under the Provisions of this Act, may become entitled to exercise the Powers of the said *Cheltenham and Great Western Union* Railway Company in reference to the said Portion of Line, shall, as regards the several Provisions herein contained, with reference to the Appointment of a Joint Committee for the Formation of the said Portion of Line, and for the Redemption thereof, and otherwise in relation thereto, stand in the same Position in all respects, and have the same Rights and Powers, and shall be subject to the same Liabilities, as the said *Cheltenham and Great Western Union* Railway Company.

For protecting the Interests of Lord Sher-

LXXI. And whereas the Right Honourable *John* Lord *Sherborne* has made a certain Contract, bearing Date the Sixth Day of *June* One thousand eight hundred and forty, with the said *Cheltenham and Great*

Great Western Union Railway Company, for the Sale to them of certain Lands, being Parts of his Estates, in the Parishes of *Standish* and *Moreton Valence* in the County of *Gloucester*, which Lands are required for the said Railway, with the view of facilitating the Formation of a continuous Line of Railway from *Cheltenham* to *London*: And whereas, in the event of the Exercise of the Power of Sale or Leasing herein-before conferred, as respects the Portion of the said Railway which is intended to pass through the Lands of the said *John* Lord *Sherborne*, to the *Bristol and Gloucester* Railway Company, or to the *Birmingham and Gloucester* Railway Company, the said Lands may be taken and used by the last-mentioned Companies, or One of them, for the Formation of a Railway from *Gloucester* to *Bristol*, or for other Purposes than those contemplated by the said *John* Lord *Sherborne* at the Time when he entered into the said Contract, whereby he would be deprived of the Benefit which the Formation of a continuous Line of Railway from *Cheltenham* to *London* would have conferred upon the Property of him the said *John* Lord *Sherborne*; be it therefore enacted, That before the Lands so contracted to be sold by the said *John* Lord *Sherborne* shall be taken possession of by the said *Cheltenham and Great Western Union* Railway Company, or any other Company, by virtue of this Act, the Company so taking possession of the said Lands shall pay to the said *John* Lord *Sherborne* the Price or Sum mentioned in the said Contract: Provided nevertheless, that if within the Time limited by this Act for the Formation of the said *Cheltenham and Great Western Union* Railway Company a continuous Line of Railway from *Cheltenham* to *London* shall not have been completed and opened to the Public, it shall be lawful for the said *John* Lord *Sherborne*, or other the Owner for the Time being of the Estates now belonging to the said *John* Lord *Sherborne* at *Standish* and *Moreton Valence* aforesaid, if he shall think fit, within Two Months after the Expiration of such Period, to require, by Writing under his Hand, that the Value of such Lands, and the Compensation for all Injury or Damage which shall have been or may be sustained by him in consequence of the Formation of a Railway through his said Estates, be assessed, settled, and determined in the Manner provided by the Act or Acts relating to such Company in respect of Lands taken by them for the Purposes of such Act or Acts, and in the same Manner as if such Company had been authorized to take such Lands by virtue of such Act or Acts, and thereupon all such Proceedings shall be had and taken as may be authorized by such Act or Acts for the Purpose of ascertaining the Value and Compensation of and for Lands taken by them for the Purposes of such Act or Acts; and in such Case the Contract herein-before mentioned shall, so far as relates to the Value and Compensation to be paid in respect of the said Lands, be null and void, and the Sum so to be assessed, settled, and determined as and for such Value and Compensation as aforesaid shall be paid by such last-mentioned Company to the said *John* Lord *Sherborne*, or other such Owner as aforesaid, in respect of such Lands and Injury and Damage as aforesaid, and upon Receipt of such Sum the said *John* Lord *Sherborne*, or other the Owner as aforesaid, shall repay any Money which shall have been received under or by virtue of the

borne under a Contract of Sale of Part of his Estates, in case of any such Transfer as aforesaid.

the said Contract to the Company who shall have paid the same to him.

Rates of Carriage to be charged equally.

LXXII. And be it enacted, That the Charges by the said first-recited Act authorized to be made for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally and after the same Rate *per* Mile, or *per* Ton *per* Mile, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine, passing on the same Portion of the Line only and under the same Circumstances, and no Reduction or Advance of any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made, either directly or indirectly, in favour of or against any particular Company or Person travelling upon or using the same Portion of the said Railway only, and under the same Circumstances as aforesaid.

Annual Account to be made up, and a Copy transmitted to the Clerk of the Peace.

LXXIII. And be it enacted, That that the said Company shall and they are hereby required, in each and every Year, to cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of this or the said recited Acts for the Year ending on the Twenty-fourth Day of *June*, or some other convenient Day in each Year, under the several distinct Heads of Receipts and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Secretary or Clerk for the Time being of the said Company, and shall transmit a Copy of the said Account, free of Charge, to the Clerks of the Peace of the several Counties through which the said Railway passes, on or before the Thirty-first Day of *January* then next, which Account shall be open for the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit, or cause to be prepared and transmitted, such Accounts as aforesaid, they shall forfeit and pay for every such Omission or Neglect the Sum of Twenty Pounds.

Bye Laws to be so framed that Penalties may be mitigated.

LXXIV. And be it enacted, That all Bye Laws made by the Company shall be so framed as to allow the Justice or Justices before whom any Penalty imposed thereby is sought to be recovered to order a Part only of such Penalty to be paid, if such Justice or Justices shall think fit.

For preventing Frauds on Carriers on Railways.

LXXV. And for preventing Frauds on the Company and other Carriers on the Railway, be it enacted, That if any Person travel in any Carriage of the Company, or of any other Company or Party using the Railway, without having previously paid his Fare, or with Intent to avoid Payment thereof, or if any Person, having paid his Fare for a certain Distance, knowingly and wilfully proceed in any Carriage of the Company, or of any other Company or Party using the Railway, beyond such Distance, without previously paying the additional

additional Fare for the additional Distance, and with Intent to avoid Payment thereof, or if any Person knowingly and wilfully refuse or neglect, on arriving at the Point to which he has paid his Fare, to quit the Carriage of the Company, or of any other Company or Party using the Railway, every such Person shall for every such Offence forfeit a Sum not exceeding Forty Shillings.

Repealing Clause as to Limitation of Actions.

LXXVI. And whereas it is by the said first-recited Act 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 the said Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under the said Act, unless Twenty Days previous Notice in Writing should 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 should be brought or commenced within Six Calendar Months next after the Act committed, or in case there should be a Continuance of Damage then within Six Calendar Months next after the doing or committing such Damage should have ceased, nor unless such Action, Suit, or Information should be laid or brought in the County, City, or Place where the Matter in dispute or Cause of Action should arise; and the Defendant in such Action, Suit, Information, or other Proceeding was thereby authorized to plead the General Issue, and to give the said Act and the special Matter in Evidence, upon 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 the said Act; and if they should appear to have been so done, or to have been so omitted to be done, or if it should appear that such Action, Suit, Information, or other Proceeding should have been brought otherwise than as therein-before directed, then and in every such Case the Jury were directed to find for the Defendant, upon which Verdict, or if the Plaintiff should become nonsuited, or suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant should have appeared thereto, or if a Verdict should pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment should be given against the Plaintiff, the Defendant should have his Costs, and should have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases: And whereas it is expedient that the said Provisions, so far as the same may confer any special Privilege or Advantage on the said Company which without such Provisions they would not enjoy, should be repealed; be it therefore enacted, That the said Provisions shall be and the same are hereby declared to be repealed: Provided always, that nothing herein contained shall extend or be held to revive any Claim already barred by the Operation of the Enactment hereby repealed.

Railway to be subject to Provisions of any general Act.

LXXVII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this and the said recited Acts authorized to be made from the Provisions of any general

general Act relating to Railways which may pass during the present or any future Session of Parliament.

Expences of the Act.

LXXVIII. And be it enacted, That all the Costs, Charges, and Expences of or incident to the obtaining and passing of this Act 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 this and the said recited Acts or any of them.

Public Act.

LXXIX. And be it enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such.

SCHE-

SCHEDULE to which the foregoing Act refers.

SCHEDULE (A.)

Form of Bond.

The Cheltenham and Great Western Union Railway Company.

Bond, Number £

By virtue of an Act passed, *&c.*, intituled, *&c.*, we, the Cheltenham and Great Western Union Railway Company, in consideration of the Sum of Pounds to us in hand paid by *A. B.* of do bind ourselves and our Successors unto the said *A. B.*, his Executors, Administrators, and Assigns, in the penal Sum of Pounds.

The Condition of the above Obligation is such, that if the said Company shall pay to the said *A. B.*, his Executors, Administrators, or Assigns, on the Day of which will be in the Year One thousand eight hundred the Principal Sum of Pounds, together with the Interest for the same at the Rate of Pounds per Centum per Annum, payable half-yearly, on the Day of and Day of then the above-written Obligation is to become void, otherwise to remain in full Force. Given under our Common Seal, the Day of One thousand eight hundred and .

SCHEDULE (B.)

Lands for the Purchase of which the Period limited by the former Act is extended.

COUNTY OF GLOUCESTER.

Parish of Cheltenham.

N°. on Plan.	Description of Property.	Names of the Owners or reputed Owners.	Names of the Lessees or reputed Lessees.	Names of the Occupiers.
	Hamlet of Alstone.			
1	Pasture - -	Michael Bricknell -	- - -	Himself.
2	Brook.			
3	Orchard - -	Michael Bricknell -	- - -	Himself.
4	Garden and Nursery -	Edward Leighton -	Charles Hale Jessop	Charles Hale Jessop.

N°. on Plan.	Description of Property.	Names of the Owners or reputed Owners.	Names of the Lessees or reputed Lessees.	Names of the Occupiers.
		Cheltenham Parish.		
4 *a*	Garden and Nursery -	Charles Hale Jessop -	- - -	Himself.
		Hamlet of Alstone—continued.		
5	Occupation Road.			
5	Garden - -	Bays Hill Estate Company.	- - -	Samuel Stephens.
5 *b*	Nursery and Garden -	Ditto - -	- - -	Charles Hale Jessop.
5 *c*	Ditto - -	Ditto - -	- - -	Ditto.
5 *d*	House and Garden -	Bays Hill Estate Company, or Charles James Jessop.	- - -	Thomas Newman.
5 *e*	Plantation - -	Ditto - -	- - -	Charles Hale Jessop.
6	Pasture - -	Bays Hill Estate Company.	- - -	Thomas Wasley.
6 *a*	Ditto - -	Ditto - -	- - -	Robert Amott.
6 *b*	Arable - -	Ditto - -	- - -	Themselves.
8	Orchard - -	Lydia Davis - -	- - -	Herself.
9	Garden - -	Ditto - -	- - -	Ditto.
10	Pasture - -	Pearson Thompson -	- - -	William Little.
10 *a*	Ditto - -	Ditto - -	- - -	Ditto.
10 *b*	Arable - -	Ditto - -	- - -	George Mann and John Phelps.
11	Highway.			
12	Arable - -	Pearson Thompson -	- - -	William Little.
4	Pasture - -	Ditto - -	- - -	John Griffiths.
5	Ditto - -	Ditto - -	- - -	Ditto.
6	Ditto - -	Ditto - -	- - -	Ditto.
7	Barn and Yard -	Ditto - -	- - -	Thomas Clarke.
18	Pasture - -	Pearson Thompson -	- - -	Thomas Clarke.
19	Arable - -	Ditto - -	- - -	Ditto.
20	Brick Field - -	Ditto - -	- - -	Samuel Bendall.
21	Arable - -	Ditto - -	- - -	William Pitt.
21 *a*	Ditto - -	Ditto - -	- - -	Samuel Cook.
21 *b*	House - -	Ditto - -	- - -	Ditto.
21 *c*	Arable - -	Ditto - -	- - -	William Pitt.
21 *d*	Ditto - -	Ditto - -	- - -	Jeremiah Trigg.
21 *e*	Ditto - -	Ditto - -	- - -	Samuel Cook.
21 *f*	Road and Footpath -	The Birmingham and Gloucester Railway Company and the Cheltenham and Great Western Union Railway Company.		
22	Tramroad - -	The Birmingham and Gloucester Railway Company.		
		Parish of Stonehouse.		
86 *a*	Arable - -	John Delafield Phelps	- - -	Robert Martin.
94	Arable - -	Ditto - -	- - -	Robert Martin or James Arkill.
95	Pasture - -	Ditto - -	Edward Carpenter and Frederick Eycott.	Themselves.
96	Half Mill Dam -	Ditto - -	Ditto - -	Ditto.

N°. on Plan.	Description of Property.	Names of the Owners or reputed Owners.	Names of the Lessees or reputed Lessees.	Names of the Occupiers.
		Parish of Stroud.		
		TITHING OF PAGANHILL.		
1	Half Mill Dam -	John Delafield Phelps	Edward Carpenter and Frederick Eycott.	Themselves.
2	Pasture - -	Ditto - -	- - -	William Hall.
3	Plantation and Footway	Ditto - -	- - -	Ditto.
3 *a*	Pasture - -	Ditto - -	- - -	Ditto.
4	Turnpike Road -	Commissioners.		
6	Arable - -	John Delafield Phelps	- - -	William Hall.
13	Ditto - -	Ditto - -	Joseph Grazebrook	Ditto.
14 *a*	Occupation Road.			
14 *b*	Arable - -	John Delafield Phelps	Joseph Grazebrook	William Hall.
16	Arable - -	Ditto - -	Ditto - -	Ditto.
18	Occupation Road.			
20	Arable - -	John Delafield Phelps	Ditto - -	Ditto.
		Parish of Sapperton.		
97	Highway - -	Surveyors of.		
98	Turnpike Road -	Commissioners of.		
101	Arable - -	Robert Gordon -	- - -	William Matthews.
102	Ditto - -	Ditto - -	- - -	Ditto.
104	Ditto - -	Ditto - -	- - -	Ditto.
105	Pasture - -	Ditto - -	- - -	Ditto.
66 *a*	Arable - -	Ditto - -	- - -	Ditto.
67	Ditto - -	Ditto - -	- - -	Ditto.
69	Ditto - -	Ditto - -	- - -	Ditto.
70	Pasture - -	Ditto - -	- - -	Ditto.
		Parish of Coates.		
11	Arable - -	Robert Gordon -	- - -	George Ratcliffe.
12	Ditto - -	Ditto - -	- - -	Ditto.
13	Ditto - -	Ditto - -	- - -	Ditto.
14	Ditto - -	Ditto - -	- - -	Ditto.
15	Turnpike Road -	Commissioners of.		

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1842.