



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. lvi.

An Act for altering and extending the Line of the *Bristol and Gloucestershire* Railway, and for amending the Acts relating thereto.

[1st July 1839.]

WHEREAS an Act was passed in the Ninth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for making and maintaining a Railway or Tramroad from or near the City of Bristol to Coalpit Heath in the Parish of Westerleigh in the County of Gloucester*: And whereas an Act was passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to alter, amend, and enlarge the Powers of an Act passed in the Ninth Year of the Reign of His late Majesty King George the Fourth, intituled 'An Act for making and maintaining a Railway or Tramroad from or near the City of Bristol to Coalpit Heath in the Parish of Westerleigh in the County of Gloucester'*: And whereas the Company of Proprietors by the said first-recited Act incorporated have proceeded in the Execution of the said recited Act, and have formed, completed, and opened to the Public the said Railway or Tramroad: And whereas, under the Powers of various other Acts of Parliament, Railways have also been constructed or otherwise are now in course of Construction from

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Exeter to Bristol, and from Gloucester to Birmingham, and thence to Liverpool and Manchester in the North-west and to Newcastle in the North-east of the Kingdom; and it would be attended with great local and public Advantages if a Railway were made between Bristol and Gloucester, so as thus to render complete the Communication between the South, Western, Northern, and Midland Districts of the Kingdom: And whereas such Object might be obtained if the Line of Railway already made under the Powers of the said recited Acts were altered and improved in certain respects, and if the same were extended from a Point thereon in the Parish of Westerleigh in the County of Gloucester to and to form a Junction with the Cheltenham and Great Western Union Railway in the Parish of Standish in the same County; and it would also be attended with Advantage if a Branch Railway were made from and out of the said existing Railway in the Parish of Saint Philip and Jacob heretofore in the said County of Gloucester, but now in the City and County of Bristol, and terminating in the same Parish: And whereas for the Purposes aforesaid the said Company are willing and desirous to effect the necessary Alterations in the existing Line of the said Railway, and also to extend the same in manner aforesaid, and to make and maintain the said Branch Railway; and it is also expedient that some of the Powers and Provisions of the said recited Acts should be altered, amended, and enlarged; but the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said recited Acts (except such of them or such Parts thereof respectively as are repealed, altered, or otherwise provided for) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized to be made and done, and shall operate and be in force in respect of the Object and Purposes of this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Powers of former Acts extended to this Act, except as hereby altered.

Name of the Company changed.

II. And be it further enacted, That from and after the passing of this Act it shall be lawful for the said Company incorporated by the said first-recited Act, and they are hereby required, to take and use the Name and Style of "The Bristol and Gloucester Railway Company" as and for their Name of Incorporation, and to alter their Common Seal, and to do all other Acts consequent upon such Change of Name accordingly; and the said Company shall and may from and after the passing of this Act sue and be sued by such last-mentioned Name; but such Change of Name and Style or other Act shall in no respect prejudice, alter, or affect any Action, Suit, or other Proceeding whatsoever which shall have been commenced by or against the said Company before the passing of this Act, nor shall the

same in any respect vary the Rights or Liabilities of the said Company.

III. And be it further enacted, That so much of the said recited Act of the Ninth Year of the Reign of His said Majesty King *George* the Fourth as enacts, that the Lands and Grounds to be taken and used for the Purposes of that Act should not exceed Fifteen Yards in Breadth, except in the Places therein mentioned, and not above One hundred Yards in Breadth in any Place, except at or near the Termination of the Railway or Tramroad, and also except on Commons or Waste Lands, without the Consent of the Owners of the Lands or Hereditaments adjoining to the said Railway or Tramroad, and that the Distance between the inside Edges of the Rails of the said Railway or Tramroad should be Four Feet and Eight Inches, and the Distance between the outside Edges of the Rails of the said Railway or Tramroad should be Five Feet and One Inch; and that Persons who should refuse to accept such Purchase or Compensation Money as should be offered them by the said Company, and should request that the Matter in dispute should be referred to the Determination of a Jury, should first enter into a Bond, with Two sufficient Sureties, to prosecute such his, her, or their Complaint, and that the said Company should not be obliged, nor any Jury to be summoned by virtue of that Act be allowed, to receive Notice of any Complaint by any Party for any Injury or Damage sustained, unless Notice in Writing stating the Particulars of such Damage or Injury should have been given to the said Company within the Space of Three Calendar Months after the Time of such supposed Injury or Damage should have been sustained, or the doing or committing thereof should have ceased; and that no Person, Body Politic, Corporate, or Collegiate, should at any Time thereafter have or hold more than Fifty Shares in the said Undertaking otherwise than by Devise, or by virtue of the Statutes of Distribution of Intestates Effects, or as a Trustee; and that the Sum of Thirty-five Pounds *per Centum* on every Share in the said Undertaking should be paid by the several Proprietors thereof before he, she, or they should sell and dispose of any Share or Shares to which he, she, or they should be entitled in the said Undertaking; and that in case of not making a good Title, or of Refusal or Disability to accept the Money awarded for the Purchase of any Lands, Tenements, or Hereditaments, the same should be paid into the Bank of *England* in manner therein directed; and that upon Payment or legal Tender of such Sum or Sums of Money as should have been contracted or agreed for between the Parties, or assessed by any Jury, to the Proprietor or Proprietors of Lands, Tenements, or Hereditaments, or to such other Person or Persons as should be interested therein or entitled to receive such Money as therein mentioned, it should be lawful for the said Company to enter upon such Lands, Tenements, or Hereditaments for the Purposes of that Act for ever; and that it should be lawful for the said Company to borrow from the Commissioners for the Issue of Exchequer Bills such Sums of Money as they were by the said Act authorized to raise; and that no Person shall have more than Ten Votes in his own Right, nor more than Ten other Votes in right of any Proxy; and that no Action, Suit, or Information should be brought, commenced, or prosecuted against any Person

Repeal of
certain Pro-
visions of
9 G. 4. c. 93.

Person for any thing done or to be done in pursuance of that Act unless Fourteen Days previous Notice in Writing should be given by the Person or Persons intending to commence and prosecute such Action, Suit, or Information to the Defendant, nor unless such Action, Suit, or Information should be brought or commenced within Three Calendar Months next after the Fact committed, or within Three Calendar Months after the doing or committing Damage should have ceased, and should be laid and brought in the County, City, or Place where the Cause of Action should have arisen, and not elsewhere; and that the Defendant in such Action, Suit, or Information should and might plead the General Issue, and give that Act and the special Matter in Evidence, at any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of that Act; shall be and the same is hereby repealed: Provided always, that, notwithstanding any thing herein contained, the said Company shall and they are hereby required at all Times hereafter to provide and maintain, on so much of the present Railway as extends from the Termination thereof at *Coalpit Heath* aforesaid to the Junction of the same with a certain Railway called the *Avon and Gloucestershire* Railway, One Line of Rails of the same Width or Gauge as that which now exists on the said Railways, with proper and sufficient Turns-out, so as to preserve, for all Engines and Carriages used in the Conveyance of Coal and other Articles to and from the said last-mentioned Railway and *Coalpit Heath* aforesaid, the Means of Passage on both the said Railways in as free and uninterrupted a Manner as the same now exists.

Rules for the Interpretation of this Act.

IV. And be it further enacted, That in the Interpretation or legal Construction of this Act, where any Word is used importing the Singular Number or the Masculine Gender only, such Word shall be understood and held to include several Matters and Things as well as one Matter and Thing, several Persons as well as one Person, and Females as well as Males; and where the Word "Lands" shall be used the same shall be understood and held to include Tenements, Buildings, and all other Hereditaments; and where the Word "Corporation" shall be used the same shall be understood and held to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word "Railway" shall be used the same shall be understood to mean the Deviations, Extension, or new Line of Railway and Branch Railway hereby authorized, and also the Yards, Stations, Warehouses, and other Works to be made by virtue of this Act; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context clearly repugnant to such Construction.

Company empowered to make Alterations and an Extension.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to divert, alter, and improve the said existing Line of Railway, and also to make and maintain the Extension or new Line of Railway, with the Works connected therewith, commencing from and out of the said Railway in the Parish of *Westerleigh* in the County of *Gloucester*, passing from, through, or into the several Parishes of *Westerleigh*, *Pucklechurch*, *Yate*, *Wickwar*, *Charfield*, *Wotton-under-Edge* otherwise *Wotton-under-Ridge*, *Berkeley*, *Stinchcombe*, *Cam*, *Coaley*, *Slimbridge*, *Frocester*,

Frocester, Leonard Stanley otherwise *Stanley Saint Leonard's*; *Stonehouse, Standish*, and *Moreton* otherwise *Moreton Valance*, in the County of *Gloucester*, and *Kingswood* in the County of *Wills*, and terminating in the said Parish of *Standish* by a Junction with the *Cheltenham* and Great Western Union Railway, and a Branch Railway from and out of the said existing Railway in the Parish of *Saint Philip and Jacob* heretofore in the County of *Gloucester*, but now in the City and County of *Bristol*, and terminating in the same Parish in the Line or Course, and upon, across, under, or over the Lands delineated on the Maps or Plans and described in the Books of Reference or Schedule hereto annexed, as herein-after mentioned: Provided always, that if the said existing Line of Railway shall, by reason of the making of the said Diversions, Alterations, and Improvements therein, become impassable, the several Persons who shall be Proprietors of Shares issued under or by virtue of the said recited Acts shall be entitled to Compensation for any Loss of Tolls to be occasioned thereby, such Compensation to be paid out of the Money to be raised by virtue of this Act, and the Amount thereof to be ascertained and computed from the average Amount of the Tolls received by them in the corresponding Months during the Two preceding Years.

VI. And whereas Maps or Plans and Sections describing the Lines and Levels of the said Deviations and Alterations, and also of the said Extension or new Line of Railway and Branch Railway, and the Lands in or through which the same respectively and the Works connected therewith are intended to be carried or made, together with Books of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited in the Offices of the respective Clerks of the Peace for the Counties of *Gloucester* and *Wills* and for the City and County of *Bristol*; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference shall remain with and be kept by the said respective Clerks of the Peace; and all Persons interested in any Manner in such Lands shall at all seasonable Times have Liberty to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections, and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the same may be the Sum of One Shilling for every such Inspection, and for Copies of or Extracts from the said Book of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter in question, certified by any One of the said Clerks of the Peace, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

VII. And be it further enacted, That in making the said Deviations, Extension, or new Line of Railway and Branch Railway it shall not be lawful for the said Company to deviate from the Levels of the said Deviations, Extension, or new Line of Railway and Branch Railway as referred to the common Datum Line described on the Sections so approved of by Parliament, and as

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Plans, &c.
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Peace to
remain there.

Limiting
Deviations
from Datum
Line de-
scribed on
the Section.

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

Limiting
Alteration of
Curves.

VIII. And be it further enacted, That in making the said Deviations, Extension, or new Line of Railway and Branch Railway it shall not be lawful to diminish the Radius of any Curve as described on the Plans so deposited with the Clerks of the Peace as aforesaid unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter
of

of a Mile unless where it exceeds Two Miles, or by more than Half a Mile unless where it exceeds Three Miles on the said Plans.

IX. And be it further enacted, That the Lands to be taken for the Line of the said Deviations, Extension, or new Line of Railway and Branch Railway shall not exceed Twenty-two Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for raising Embankments for crossing Vallies or low Grounds, or for Cuttings, or for the Erection and Establishment of any fixed or permanent Machinery, Toll Houses, Warehouses, Wharfs, or other Erections, and except at or near the Terminations of the said Railway and Branch Railway, and except also on Commons, Downs, or Waste Grounds, unless with the previous Consent in Writing of the Owners or Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned.

Breadth of Land to be taken for Railway.

X. And be it further enacted, That the said Company, in making the said Deviations, Extension, or new Line of Railway and Branch Railway, shall have full Power to deviate from the Lines and Situation of such Deviations, Extension, or new Line of Railway and Branch Railway as delineated on the said Maps or Plans, with such Deviations in the Sections as may be necessary in consequence thereof: Provided always, that no Deviation shall take place after Two Years from the passing of this Act, unless the same shall be set out and marked by Stakes or Poles or other apparent Indication within that Period; and where any Line deviating from the Line delineated on the said Maps or Plans shall be so set out and marked at the Expiration of the said Period of Two Years, the Line so set out shall be the Line to be adopted without further Deviation therefrom; and no such Deviation as herein-before authorized shall extend to a greater Distance than One hundred Yards, or in passing through any Town to a greater Distance than Ten Yards, from the Line delineated on the said Maps or Plans; nor shall any Deviation extend into any Lands not described on the said Maps or Plans, nor into the Property of any Person whose Name is not mentioned in the said Books of Reference, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact of such Omission having proceeded from Mistake shall have been certified in manner hereinafter provided.

Power to deviate.

XI. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company, or any other Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the First Day of *March* One thousand eight hundred and thirty-eight, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any Ground then inclosed and planted as an Ornament or Shelter to a House, or as a Nursery for Trees, without the Consent in Writing of the Owner and Occupier thereof

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

thereof respectively (save and except such as are mentioned in the Schedule to this Act annexed).

Errors and Omissions in Act or Book of Reference not to obstruct the making of the Railway.

XII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Deviations, Extension, or new Line of Railway and Branch Railway in the Line or Course, and upon, across, under, and over the Lands delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Books of Reference or in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace for the County or Place wherein the Matter in question shall arise, in Petty Sessions assembled, (in case of any Dispute about the same,) and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of such Justices shall be deposited with and kept by the Clerk of the Peace of the County within which the Matter in question shall arise.

Penalty for obstructing the Works.

XIII. And be it further enacted, That if any Person shall wilfully or knowingly obstruct or prevent any Person employed by the said Company, or acting under their Authority, in setting out the Line of the said Deviation, Extension, or new Line of Railway and Branch Railway, or any Part thereof, according to the Provisions of this and the said first-recited Act, or shall pull up or remove any Stakes or Poles that may have been driven into the Ground, or shall deface any Marks made for the Purpose of setting out the Line of the same, such Person shall be liable to a Penalty not exceeding Five Pounds for every such Offence.

Power to treat for the Purchase of Lands.

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

If Land not contracted for within Three Years the Powers of purchasing to cease.

XV. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for, or cause to be valued and paid for, as in this Act mentioned, the Land which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary for constructing the said Deviations and Alterations, Extension, or new Line of Railway and Branch Railway, then and from thenceforth the Powers which are hereby granted to them for the compulsory taking or using of such Land shall cease and be utterly void.

Power to clear the Ground and to sell the old Materials.

XVI. And be it further enacted, That the said Company shall and they are hereby authorized to take down or cause to be taken down all Houses and other Erections and Buildings whatsoever
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which shall be purchased or taken by virtue of this Act, or such of them or such Part thereof as they shall think proper to be taken down, and to level and clear the Ground whereon the same shall stand, and all other the Ground to be purchased or taken by virtue of this Act, in such Manner as they shall think proper, and to sell or cause to be sold the Materials of the Houses and other Erections and Buildings to be taken down and removed pursuant to this Act; and the Monies to be produced by the Sale thereof, after deducting the Expences of taking down such Houses, Erections, and Buildings and of such Sale, and also the Rents and Profits of the said Houses, Erections, Buildings, Lands, Tenements, and Hereditaments to be purchased or taken by virtue of this Act until the same shall be taken down or cleared, shall be applied and disposed of for and towards the Purposes of this and the said recited Acts.

XVII. And be it further enacted, That in case the said Deviations and Alterations, Extension, or new Line of Railway and Branch Railway, and other Works by this Act authorized, shall not have been completed within the Space of Five Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Five Years all the Powers, Authorities, and Privileges by this Act given to or conferred upon the said Company for making such Deviations and Alterations, Extension, or new Line of Railway and Branch Railway, and other Works by this Act authorized, shall cease and determine, save only and except as to so much thereof as shall have been declared and certified to have been completed within the said Term by the Justices of the Peace for the said County of *Gloucester* assembled at any General or Quarter Sessions of the Peace to be held in and for the said County within Three Calendar Months next after the Expiration of the said Term, upon the Evidence of some Witness to be examined before them upon Oath for that Purpose.

If Works authorized by this Act are not completed within Five Years, the Powers to cease, except as to such Parts as shall be then completed.

XVIII. Provided also, and be it further enacted, That in all Cases where, in the Exercise of the Powers hereby granted, any Carriage or Horse Road, either public or private, or any Part of the same, shall be found necessary to be gone across, cut through, raised, sunk, taken, or so much injured as to make the said Road impassable for Travelers, Passengers, or Carriages, or Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road shall be so gone across, cut through, raised, sunk, taken, or injured as aforesaid, cause a good and sufficient Road, as the Case may require, to be set out and made instead of such Road so gone across, cut through, raised, sunk, taken, or injured, and such new Road shall be as convenient for Passengers and Carriages as the said Road so to be gone across, cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be, and shall cause such new Road to be put into good and substantial Order and Condition where the former Road cannot be more easily restored; and where the Road so gone across, cut through, raised, sunk, or passed over shall be a Turnpike Road, the substituted Road, if temporary, shall be so made, and the principal Road restored, within Twelve Calendar Months after the Commencement of such Operation, and the Railway, where it shall cross

Provision for Injury to Roads.

such Turnpike Road, shall be made and kept in repair, so as to prevent Inconvenience or Obstruction to the Passage along such Turnpike Road; and in case the said Company shall not in manner aforesaid cause a good and sufficient Road to be set out and made before any such Road shall be so injured or prejudiced as aforesaid, or in case any Turnpike Road shall not be restored within Twelve Calendar Months after the Commencement of the Operation herein-before mentioned, then and in either of such Cases the said Company shall forfeit and pay for each and every Day beyond the prescribed Period the Sum of Thirty Pounds, which Penalty shall be recoverable from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by the said first-recited Act: Provided always, that nothing herein contained shall authorize the said Company to divert permanently any Turnpike or public Carriage Road other than and except such Turnpike or public Carriage Roads as the said Company are expressly authorized to divert.

Company to erect a Screen on each Side of the Railway in case of Danger to Passengers on Turnpike Road.

XIX. And be it further enacted, That in case the said intended Railway shall at any Time or Times hereafter, from its near Approach to any Turnpike Road, occasion Danger to the Travellers on such Road in consequence of Horses being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, it shall be lawful for any Person to make Complaint thereof to any Two Justices of the Peace acting for the Limit in which such Turnpike Road shall lie, who shall summon the Clerk or Treasurer for the Time being of the said Company, or One of the Committee of Management of the said Company, before them to answer such Complaint; and if it shall appear to such Justices that the said Complaint is reasonable, then the said Company shall, within such reasonable Time as shall be ordered by the said Justices in that Behalf, and after Notice of such Order served upon them, or their principal Engineer, Clerk, or other Officer, within such Time as shall be appointed by the said Justices, commence, and within such reasonable Time as shall be appointed by such Justices complete, such Works in the Nature of a Screen near to or adjoining the Sides of the said Turnpike Road, or of the said intended Railway, as shall be directed by the said Justices, so as to prevent such Danger to Travellers upon the said Turnpike Road; and in case the said Company shall neglect within the Time appointed in that Behalf to commence, or shall not continue to execute such Works until the Completion thereof, or shall not complete the same within the Time in that Behalf appointed, the said Company shall forfeit and pay for every Day during which the said Company shall not commence or shall not proceed in the Completion of such Works, or during which the said Works shall not be completed after the Time appointed for the Completion thereof, the Sum of Twenty-five Pounds, to be recoverable by the Commissioners or Trustees of the said Turnpike Road from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by the said first-recited Act or this Act are directed to be recovered.

Railway not to cross any Turnpike

XX. And be it further enacted, That when the said Railway shall cross any Turnpike Road or public Highway, either such Turnpike Road

Road or public Highway shall be carried over the said Railway, or the said Railway shall be carried over the said Turnpike Road or public Highway, at the Expence of the said Company, by means of a Bridge, where not otherwise provided for by this Act, of such Construction as is herein-after mentioned.

Roads or Highways on a Level.

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

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

XXII. And be it further enacted, That where any Bridge shall be erected for carrying any public Carriage Road over the said Railway, the Road to and over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Twenty-four Feet in the Case of a Turnpike Road, and of not less than Eighteen Feet in all other Cases; and the Ascent of every such Road and Bridge shall not, in the Case of a Turnpike Road, exceed One Foot in Thirty Feet, and in the Case of any other public Carriage Road shall not exceed One Foot in Twenty Feet, and in the Case of any private Carriage Road shall not exceed One Foot in Sixteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Regulating Ascent of Bridges for carrying public Roads over Railway.

XXIII. And whereas several of the Roads to be crossed by the said Railway and Works are already, at the Points where the same are respectively intended to be crossed, steeper than the Inclinations or less than the Width which by this Act is limited for the Inclinations or Width of Arches or Bridges over or under public Carriage Roads, and it may be impracticable or detrimental to the Construction of the said Railway to preserve such Inclinations and Width in carrying the said Railway under or over the said Roads; be it therefore enacted, That whenever the said Railway shall be carried over or under any public Carriage Road being already at the Point of crossing on an Inclination steeper than the Inclinations or of less Width than are herein respectively prescribed, it shall be lawful for the said Company to carry such public Carriage Road over or under the said Railway upon an Inclination not being steeper than the present Inclination thereof, or by an Arch of the same Width as such public Carriage Road, as the Case may be, any thing herein contained to the contrary notwithstanding.

As to crossing Roads.

XXIV. And

Regulating
Construction
of Railway
across Avon
Street and
Whipping
Cat Hill.

XXIV. And whereas the said Railway is intended to be carried over a certain public Carriage Road called or known by the Name of *Avon Street* in the Parish of *Saint Philip and Jacob Without* in the City and County of *Bristol*: And whereas it is intended to carry a certain Road called *Whipping Cat Hill* in the said Parish over and across the Line of the said intended Railway; be it therefore further enacted, That in case the said Railway be carried over or across the said public Carriage Road called *Avon Street*, the Bridge over the said Road shall not be of less Dimensions as to Height and Width than the Bridge erected for carrying the Great Western Railway across the said Street; and that any Bridge which may be erected for carrying the said public Carriage Road called *Whipping Cat Hill* over the said Railway shall be formed and shall be at all Times continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Twenty-four Feet; and the Ascent of such Road and Bridge shall not exceed One Foot in Thirty Feet; and a good and sufficient Fence shall be made and maintained, by and at the Expence of the said Company, on each Side of the said Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Power to
make Branch
Railways
with Consent
of Land
Owners.

XXV. And whereas it is expedient that the said Company should be authorized and enabled, with such Consent as herein-after mentioned, to lay down upon any Lands adjoining the said Railway any Branch Railway to communicate with the said Railway, under such Terms and Restrictions as may be agreed upon; be it therefore enacted, That the said Company may and they are hereby empowered, with the Consent in Writing previously obtained of all and every the Owners and Occupiers of Lands through which such Branch Railway is intended to be made, to construct, make, and execute such Branch as aforesaid, and to enter into and to carry into effect such Arrangements with respect to the said Branch Railway and the Mode of Construction thereof, or relating to the Costs and Expences which may be thereby incurred, as may be mutually agreed upon between the said Land Owner or Owners and the said Company; but nothing herein contained shall authorize or empower the said Company to levy any Rates, Tolls, or Duties for the Use of any such Branch Railway: Provided always, that no such Branch Railway shall be made by the said Company without the Sanction of a General or Special General Meeting of the Proprietors of the said Company.

Lands
bought of
any Corpora-
tion or Per-
son under
any Disa-
bility to be
valued by a
Surveyor.

XXVI. Provided always, and be it further enacted, That the Consideration Money to be paid for any Lands to be purchased from or conveyed by any Person or Corporation under any Disability or Incapacity, and not having Power to sell except under the Provisions herein contained, and the Compensation Money to be paid for any permanent Damage or Injury to such Lands, shall not be less than shall be determined by the Verdict of a Jury, or the same shall be valued at by such able practical Surveyor as any Two Justices acting for the County of *Gloucester* and for the City and County of *Bristol* shall for that Purpose nominate; and such Surveyor shall annex to his Survey, Estimate, or Valuation,

when completed, a Declaration of the Correctness thereof in the Form, or as near thereto as the Circumstances of the Case will admit, prescribed in the Schedule of an Act passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, for the Suppression of voluntary and extra-judicial Oaths and Affidavits.

XXVII. And be it further enacted, That all Corporations and Persons by the said first-recited Act capacitated to treat and agree with the said 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 for the Sale and Conveyance of any further Land that may hereafter be required for the Purposes of the said Railway, notwithstanding the Period by the said first-recited Act and this Act limited for the compulsory Purchase of Lands may have expired, subject nevertheless to the Provisions and Restrictions in the said first-recited Act and this Act contained.

Corporations,
&c. may sell
further Lands
to the Com-
pany.

XXVIII. Provided always, and be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which shall be permanently required for the Purposes of this Act, and for which they shall have *bonâ fide* and without Collusion paid, deposited, or tendered, according to the Provisions of the said recited Acts or this Act, the Purchase Money, Compensation, or Satisfaction agreed or awarded to be paid in respect of the same, any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in, to, or affecting such Lands, which Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase, or to pay Satisfaction or Compensation for, by reason of the said Company not having had express Notice of the Existence thereof, or by reason of any other Accident or Mistake, and such Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions in the said recited Acts or either of them or in this Act contained, and the said Company shall, within the Period of Six Calendar Months after they shall have had express Notice of the Existence of such Estate, Right, or Interest, purchase or pay Compensation or Satisfaction for the same, then, notwithstanding such Estate, Right, or Interest, and whether the last-mentioned Period of Three Years shall then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands for the Purposes of this Act; and the Purchase Money, Compensation, or Satisfaction to be paid for such Estate, Right, or Interest shall be agreed on or awarded and paid, and such Estate, Right, or Interest shall be vested in or barred or extinguished for the Benefit of the said Company, in like Manner as, according to the Provisions of the said recited Acts or either of them or in this Act contained, the same respectively would have been agreed on or awarded and paid, and vested, barred, or extinguished, in case the said Company had purchased and paid Compensation or Satisfaction for such Estate, Right, or Interest before their Entry on such Lands, or as near thereto as Circumstances will admit.

Company
empowered
to purchase
Interests in
Land the
Purchase
whereof may
have been
omitted by
Mistake.

In case of Proceedings for Recovery of Lands taken for the Railway.

XXIX. And be it further enacted, That if any Proceeding shall at any Time be had or taken against the said Company, or any Person claiming under them, for the Recovery of the Possession of any Lands which may have been purchased and taken in pursuance of this or the said first-recited Act, and for which they shall have *bonâ fide* and without Collusion have paid, deposited, or tendered, according to the Provisions of the said recited Acts or this Act, the Purchase Money, Compensation, or Satisfaction agreed or awarded to be paid in respect of the same, then within Two Months after final Judgment shall be obtained by any Person for the Recovery of the Possession of any such Lands, or the final Determination of any Writ of Error or Appeal from such Judgment, or the final Taxation of the Costs of such Proceedings, there shall be paid or tendered, in lieu of such Lands, to the Person so obtaining such Judgment, or into the Court in which such Proceedings shall be pending, his full Costs, Charges, and Expences of any Proceedings for the obtaining such Judgment, together with such Sum of Money as a Jury shall in the Manner herein-after mentioned find to be the Value of the said Lands at the Time when the same were purchased and conveyed for the Purposes of the said Acts or this Act when Possession thereof was taken as aforesaid by the said Company, together with such a Sum of Money as the said Jury shall at the Time find to be the Value of or an Equivalent for such Mesne Rents and Profits of the said Lands, in case the same had not been taken or used for the said Railway, as the Party obtaining such Judgment would have been entitled to; or in case the Person obtaining such Judgment shall be entitled to any partial or less Interest in the said Land than the absolute Fee Simple thereof in Possession, free from Incumbrances, then the Value of the said Lands, to be ascertained as after mentioned, shall be paid into the Bank of *England* with the Privity of the Accountant General of the Court of Exchequer, or in such other Manner as directed by the said first-recited Act with respect to Lands purchased from such Parties; and upon Payment or Tender of such Sum or Sums of Money as herein-before mentioned the Interest of such Person or Persons in the said Lands shall be and remain absolutely vested in the said Company, their Successors and Assigns.

The Jury who shall try such Proceedings to ascertain the Value to be paid in lieu of such Lands.

XXX. And be it further enacted, That the Jury who shall try any Proceedings brought for the Recovery of the Possession of such Lands as aforesaid shall at the same Time ascertain the Value thereof at the Time when they were purchased and conveyed for the Purposes of the said Railway, or when Possession was taken thereof by the said Company, or in default thereof such Value may be settled and ascertained by a Jury to be summoned and returned in manner directed by the said first-recited Act, and the Value so found shall be certified by the presiding Judge under his Hand, and such Certificate shall be delivered to the Person seeking to recover Possession of the same Lands, and such Value shall be the Amount to be paid in lieu of the said Lands, and shall be paid and applied in manner directed by the said first-recited.

Power to purchase the Release of

XXXI. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall

shall be subject solely, or jointly with other Lands not intended to be purchased, to or with any Rent Service, Rent-charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased, or wanted or intended to be purchased, from such Rent, Payment, or Incumbrance, and also (where necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance for such gross Sum as shall be agreed upon between the said Company and the Party who, under the Provisions of this or the said first-recited Act, shall agree to sell or apportion the same, and which Agreement may be entered into by all Persons and Corporations by this and the said first-recited Act authorized and empowered to sell or convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or the Apportionment thereof, the same shall be determined by a Jury (if required), in like Manner as the Price of Lands is by the said first-recited Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands purchased or wanted or intended to be purchased, and shall also (where necessary or convenient) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment, or Incumbrance, as herein-before mentioned, according to the respective Values of the Lands purchased or wanted or intended to be purchased, and of the Lands not purchased or wanted or intended to be purchased, by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between or to the said Company and such Party as aforesaid, respecting such Release, shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance (as the Case may be): Provided always, that when the Party entitled to such Rent, Payment, or Incumbrance shall consider the remaining Part of the Lands so jointly subject, and the same shall in fact be, a sufficient Security for such Rent, Payment, or Incumbrance; and shall be willing to release the Lands so purchased by the said Company therefrom, then and in such Case it shall be lawful for the Party entitled or capacitated to apportion such Rent, Payment, or Incumbrance, or to release the Lands so purchased therefrom, (with the Consent of the Owner of the Lands so purchased, and also of the Owner of the Lands so jointly subject as aforesaid,) to release the Lands so purchased as aforesaid from the Rent, Payment, or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining wholly and exclusively subject to the whole of such Rent, Payment, or Incumbrance: Provided also, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Title to the remaining Rent, or the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any
Rent,

Lands
wanted from
any Rents
charged
thereon.

Rent, Payment, or Incumbrance shall be released it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum endorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts.

Rents on
Leases to be
apportioned.

XXXII. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of this Act, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of this Act and the Residue of such Lands; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands is by the said first-recited Act directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the said Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lessor from whom such Lands are holden or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rent, be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act, and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rent so apportioned in respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised in such Lease or Agreement for Lease, and not required for the Purposes of this Act, but the same shall as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

Where a
Part of Lands
purchased is
subject to a
Rent the
Remainder,
if Rent be
not appor-
tioned, to
remain

XXXIII. And whereas the said Company may purchase Lands holden, together with other Lands not purchased by the said Company, by Lease or Leases for a Life or Lives, or for a Term or Terms of Years absolute or determinable on some Event or Events, all which Hereditaments may be subject to One entire Rent or several entire Rents, and to One Set of Covenants and Agreements relating to the whole of the Premises so demised, and to One or more Proviso or Provisoes, Condition or Conditions for Re-entry on Nonpayment of Rent,

Rent, or Breach or Nonperformance of all or any of such Covenants or Agreements, and on such Purchase or Purchases the entire Rent or Rents may be apportioned, and Part of such Rent or Rents may be extinguished, and the Term or other Estate and Interest of the Lessee or Lessees may be merged and extinguished, and under the Authority of this Act such Proportion of Rent or Rents payable for or in respect of the Leasehold Premises comprised in any One Lease as may not be intended to be extinguished, and the Remedies for the same, are preserved, but it is deemed advisable that the Provisions herein contained should be extended for the Benefit of the Lessors in such Leases and their Representatives, and of all other Persons entitled or to become entitled to such Rents, and the Benefits of such Covenants, Provisoes, and Agreements; be it therefore enacted, That in all Cases where any Lands shall be purchased by the said Company which shall be holden, together with other Lands not purchased by the said Company, under one and the same Lease, such last-mentioned Lands shall (in case there be no Apportionment of Rent) be and remain subject to the whole of the Rent or Rents reserved by the Lease under which the same are holden together with the Lands purchased by the said Company, and that the Remedies for the Recovery of such entire Rent or Rents shall be and at all Times remain as effectual as if the Lands not so purchased had alone been originally charged with the whole of such Rent or Rents; and that in all Cases where any such Lands so holden by Lease as aforesaid, together with other Lands, shall be purchased by the said Company, all the Covenants, Provisoes, Conditions, and Agreements contained in any such Lease or Leases as aforesaid shall be and remain as effectual with respect to the Lands comprised in such Lease or Leases, and not purchased by the said Company, as if the Lands not so purchased had been alone originally comprised in such Lease or Leases, save and except that where any Rent or Rents shall or may be apportioned under the Authority of this Act, such Covenants, Provisoes, and Agreements, so far as the same relate to the Payment or Non payment of Rent, shall extend only to such Proportion of Rent as shall not have been merged or extinguished.

XXXIV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation who shall be willing to sell the same for the Purchase of any Lands, not exceeding in the whole Forty Statute Acres, in addition to the Lands, Tenements, or Hereditaments by this and the said first-recited Act authorized to be taken for the Purposes of the said Railway and Works, and in addition also to the Ten additional Acres authorized to be purchased by the said first-recited Act, in such Places as shall be deemed eligible, for the Purpose of making and providing additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Warehouses and other Buildings and Conveniences for depositing, receiving, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things, conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the said Undertaking which the said Company shall judge requisite; and it shall be lawful for all Corporations and all

[Local.]

15 R

other

subject thereto.

Power to purchase Forty Acres of Land for additional Stations.

other Persons (including especially such Corporations and Persons as are in the said first-recited Act capacitated to sell and convey other Lands for the Purposes of the said Railway and other Works) to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein mentioned, or any of them, in the same Manner as is in the said first-recited Act directed concerning the Lands, Tenements, or Hereditaments to be taken for the Purpose of making the said Railway and such other Works by the said first-recited Act authorized to be made.

Restraining
Company
from pur-
chasing more
than Forty
Acres of
Land for
additional
Stations from
incapacitated
Persons.

XXXV. And be it further enacted, That it shall not be lawful for the said Company to purchase for the Purposes last before mentioned, from any Corporation, Trustee, or Feoffee in Trust for charitable or other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Persons being under legal Disability or Incapacity, more than such Forty Statute Acres; and in case the said Company shall purchase such Forty Statute Acres from any Person or Corporation under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Forty Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same Person or Corporation, or from any other Person or Corporation being under legal Disability or Incapacity, nor for any such Person or Corporation to sell to the said Company, any other Lands in lieu of such Forty Statute Acres of Land, or any Part thereof, so sold or disposed of by the said Company.

Extending
the Power of
purchasing
Lands.

XXXVI. And whereas by the said firstly-recited Act the said Company are required to make and erect so many Bridges, Arches, Culverts, and Passages over, under, or by the Side of or leading to or from the said Railway, for the commodious Use of the Land cut through or divided by such Railway, as Two or more Justices of the Peace shall judge necessary or appoint in case of Dispute about the same: And whereas it is expedient that further Powers of purchasing Lands should be given to the said Company for the Purpose of avoiding unnecessary Expence in the Erection of such Bridges, Arches, Culverts, and Passages for the Use and Occupation of Lands cut through and divided by the said Railway; be it therefore enacted, That where any Land has been or shall be cut through or divided, and the Proprietor thereof, or other the Person or Persons by this and the said recited Acts empowered to contract for the Sale and Conveyance thereof, shall be willing to sell to the said Company the Part or Parts which have been or shall be left on the Sides of the said Railway, it shall be lawful for any such Corporation or Person by the said first-recited Act or this Act capacitated to sell or convey Lands to enter into any Agreement with the said Company for the Sale and Conveyance of the Lands so left on One Side of the said Railway; and the said Company are hereby authorized and empowered to treat and agree with any Corporation or Person for the Purchase of such Lands, and for any subsisting Leases, Terms, Estates, or Interest therein, and the said Company shall then
be

be discharged from their Liability, under the Provisions of the said first-recited-Act, to make any Bridge, Arch, Culvert, or Passage for the Purpose of connecting such Land as aforesaid: Provided always, that the Land to be purchased from any Person or Corporation as aforesaid shall not exceed Ten Acres in any One Place, and that the said Company shall and they are hereby required to sell and convey all such Land as they shall so purchase, or such Part thereof as may not be necessary for the Purposes of the said Undertaking, and in such Way and Manner as is directed by the said first-recited Act for the Sale of any superfluous Lands not required for the Purposes thereof.

XXXVII. And be it further enacted, That in all Cases wherein, in the Execution of the Powers of this Act, there shall be Occasion to take or use any Common or Waste Land, or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands, by any Person having such Estate or Interest in the Manor wherein such Common or Waste Land or other Lands shall be situate (or if the same shall not be the Waste of any Manor, then having such Estate or Interest in the Soil of the said Lands) as the Persons who are by this Act enabled to sell other Lands have in such Lands (and which Conveyance may be of the like Form as by the said first-recited Act is directed to be used in the Case of Conveyance of other Lands), shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land or other Lands as aforesaid (and which shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of the like Nature,) shall be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof shall direct; provided always, that in all Cases wherein the said Churchwardens are empowered to receive such Compensation as aforesaid, the Notices by this Act required to be served on the Owners or Occupiers of Land required for the Purposes of this Act may be served on the said Churchwardens, who shall have Power to treat and agree with the said Company touching the Amount; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Land or other Lands, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise (as the Case may require)

Waste Lands
to be con-
veyed by
Lords of
Manors.

require) be deposited in the Bank of *England* in manner by this Act directed in case of other Lands taken by the said Company; provided also, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Three, or where the Lord of such Manor (if any) does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Lands or other Lands are situate, the Conveyance by Three at least of the Freeholders whose Lands (whether vested absolutely in them or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act) shall entitle such Freeholders to Common Right on or over such Common or Waste Lands or other Lands, and whose said Lands in the Rate for the Relief of the Poor shall amount in yearly Value to Three Fifth Parts at least of the whole of the Lands which have such Common Right, shall also in like Manner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of so much and such Part of such Common or Waste Lands or other Lands as they may from Time to Time require or take, free from all Rights of Common and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

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

XXXVIII. And be it further enacted, That in all Cases where the Parties entitled to any such Commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid shall exceed Twelve in Number, it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement, to be inserted Twice at least in some Newspaper circulating in the said County of *Gloucester*, for the Purpose of appointing, and which Meeting shall have Power to appoint, a Committee, to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights; and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights and all Matters and Things relating thereto, and to receive the same for and on behalf of themselves and all other Parties interested therein (who shall be bound and concluded thereby), and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying the Lands in respect of which such Compensation shall be received to the said Company; provided always, that no Meeting shall be effectual for the Purpose aforesaid unless Eight at least of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or being held shall not appoint a Committee as herein-before directed, or if such Committee, being appointed, shall fail to agree with the said Company, the Amount of such Compensation as last aforesaid shall be determined by the Verdict of a Jury in manner by the said first-recited Act directed; provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury, the Notices required to be given for that Purpose may be served

served upon any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual Places of Abode, or with any Occupier of the Lands over which such Commonable or other Rights shall extend, or in case the same shall be unoccupied then affixed upon some conspicuous Part of such Land.

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

Special Jury
to be sum-
moned if
required.

6 G. 4 c. 50.

recited Act: Provided also, that if a sufficient Number of Special Jurymen shall not attend at the Time and Place of holding the Inquiry; the Sheriff, Under Sheriff, Coroner, or other Person presiding thereat shall, on the Request of either of the Parties to such Inquiry, add to the List of such Special Jury the Names of any Bye-standers qualified to act as Jurymen for the County in which the Inquiry is held; and all Persons shall have their lawful Challenges against the Jurymen so added; and the said Sheriff, Under Sheriff, Coroner, or other Person shall and may proceed in the said Inquiry with the Jurors so added in like Manner as he might have done if all the Persons summoned to attend as Jurymen on such Inquiry had attended thereat.

*Expences of
Jury how to
be paid.*

XL. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as directed by the said first-recited Act shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of the said Railway and other Works, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers by this and the said first-recited Act granted, all the Costs, Charges, and Expences of summoning, impanelling, and returning such Jury, taking such Inquisition, and of the Attendance of Witnesses, and the reasonable Fees to be allowed to One Counsel for attending such Inquiry before such Jury, and recording the Verdict or Judgment thereon, and otherwise incidental to the said Inquisition, shall be defrayed by the said Company; and such Costs, Charges, and Expences shall be settled and determined by the Sheriff, Under Sheriff, Coroner, or other Person who shall have summoned and returned such Jury; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the County, City, or Place wherein such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, then One Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken, to all Intents and Purposes, to be a good Payment or Tender in satisfaction of the whole thereof, any thing in the said first-recited Act contained to the contrary notwithstanding.

XLI. And

XLI. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act, and of deducing, evidencing, and verifying such Title as the said Company may require, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein-mentioned not having been made, unless the Party from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company.

Expences of Title to be paid by the Company.

XLII. And be it further enacted, That if the said Company and the Party aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court to be taxed in the usual Manner, and such Order shall be served on the Party aforesaid, who shall be at liberty to proceed under the same; and after Taxation thereof it shall be lawful for the said Company to order and direct the Amount of such Costs, Charges, and Expences so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Party from whom the Premises shall have been purchased or taken, to be paid to the Party aforesaid: Provided always, that the said Company shall not be at liberty to enter into Possession of the Premises so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sum claimed in respect of the same in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The *Bristol and Gloucester* Railway Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of*

In case of Dispute the Costs to be taxed by a Master of the Court of Exchequer.

1 G. 4. c. 35.

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the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes, and the General Orders of the said Court, without Fee or Reward ; and which Sum shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences : Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Party from whom the Premises were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

Settling
Disputes as
to Damages
to a small
Amount.

XLIII. And be it further enacted, That in case any Difference shall arise between the said Company, and any of the Owners or Occupiers of any Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of such Property, or of the Damage done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of this or the said first-recited Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed 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 Property shall lie, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

Power to
enter Lands
on Payment
or Tender or
Purchase
Money.

XLIV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded in manner in the said first-recited Act for this Act mentioned, for the Purchase of any Lands, Rent or other Charge, for the Purposes of the said Undertaking, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse or be unable from any Cause whatever to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable from any Cause to convey the same, then, upon Payment of such Money into the Bank of *England*, as in the said first-recited Act directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, Rent, or other Charge which any Corporation, Trustee, or other Person under Disability is by the said first-recited Act capacitated to convey, upon Payment of such Money into the Bank of *England*, as in the said first-recited Act is directed, to an Account *ex parte* "The Bristol and Gloucester Railway Company," then and in every such Case it shall be lawful for
the

the said Company immediately to enter upon such Lands, and thereupon all the Estate, Use, Trust, and Interest of all Parties in respect of whose Rights or Interests such Purchase Money shall have been paid shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of the said first-recited Act and this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Courtesy, and all Estates Tail and other Estates in Reversion and Remainder, and also all Titles, Limitations, and Trusts whatsoever, of and in the said Lands purchased or paid for by means of such Payment, Tender, or Deposit: Provided always, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this or the said first-recited Act, except as here after mentioned, without the previous Consent of the Persons in Receipt of the Rents and Occupiers thereof respectively; provided nevertheless, that the said Company shall be at liberty to enter upon the said Lands for the Purpose of setting out and marking, by Stakes or otherwise, the Line of the said Railway, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same, (but without boring upon, digging, or excavating the said Lands further than may be absolutely necessary for ascertaining the Nature of the Soil thereof,) with the Consent of the Occupiers thereof, or without their Consent at such reasonable Times and under such Regulations and Restrictions as shall be authorized and imposed by any Justice of the Peace acting for the District within which such Lands or any Part thereof may be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode: Provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out or ascertaining their said Line, and the Nature of the Soil thereof, whether by the Destruction of Timber, Boring, Excavation, or otherwise, such Compensation, in case of Dispute about the same, to be settled by any Two Justices of the Peace for the District where the said Lands may be.

XLV. And be it further enacted, That if the said Company, or any of their Contractors, shall wilfully enter upon and take possession of any Lands, except for the Purposes herein-before mentioned, without such Consent as aforesaid, or without having made or tendered Payment for the same as aforesaid, the said Company shall forfeit and pay to the Party in Possession of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before any Two Justices of the Peace for the County or Place where the said Lands may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, continue in the unlawful Possession of the said Lands after a reasonable Time allowed them for removing therefrom, the said

Penalty for entering on Lands before Purchase.

[*Local.*]

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Company

Company shall be liable to forfeit and pay the Sum of Five Pounds for every Day they or their Contractors may so remain in possession as aforesaid, such Penalty to be recoverable by the Party in possession of the said Lands, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*; Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid if they shall *bonâ fide* and without Collusion have paid or tendered or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person, although such Person may not have been legally entitled to receive the same, or shall have made an incorrect Deposit thereof; nor shall any Decision of Justices under the Provisions herein-before contained be held conclusive as to the Right of Entry by the said Company: Provided also, that the said Company shall be entitled to recover, in manner herein-before mentioned, from their Contractors, any Penalty in which they may have been convicted in consequence of the Acts of such Contractors, or their Servants, Agents, or Workmen, done without the Authority of the said Company.

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

XLVI. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for any Interest, or for Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interest in the Premises purchased, or shall refuse, neglect, or be unable to make a Title to such Premises, or to such Interest in the Premises, to the Satisfaction of the said Company, or shall be absent from *England*, or shall not be conveniently found, or if any Party entitled unto or to convey such Lands or such Interest therein cannot be conveniently or known discovered, or be not shown to the Satisfaction of the said Company to be such Party, then and in every such Case it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them so far as the said Company can do), subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money, or to any Part thereof, by Petition, is hereby empowered, in a summary Way of Proceeding or otherwise, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company, or to the Party paying in such Money, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received, and in respect of what Purchase the same has been so paid in.

XLVII. Pro-

XLVII. Provided always, and be it further enacted, That where by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction or Compensation shall be payable, under the Authority of this or the said first-recited Act, the Purchase Money for the same, or the Money paid for such Compensation, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court of Exchequer to order the Costs, Charges, and Expences attending the Purchase or the taking or using of such Lands, or which may be incurred in consequence thereof, and also the Costs, Charges, and Expences of the Reinvestment of the Purchase or Compensation Money in other Land, and likewise the Costs, Charges, and Expences occasioned only by the passing of this Act, and not by Litigation between Claimants, or otherwise, of any Proceedings had as by the said first-recited Act and this Act authorized for the Investment of such Purchase or Compensation Money in Government or Real Securities, and for the Payment of the Interest and Dividends thereof, and of the Payment of such Government or Real Securities, or of the Money to be produced by the Sales thereof, out of Court, or so much of such Costs, Charges, and Expences as the said Court shall think reasonable, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct.

The Court may order reasonable Expences of Purchase to be paid to the Company.

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

Compensation to be made for temporary Damage.

or

or Times before the Expiration of the Period by this Act limited for the Completion of the said Railway and other Works, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands, or upon any Part thereof respectively, any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Works, and to dig, cut, take, remove, and carry away, out of and from such adjoining Lands or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Railway and other Works, and to manufacture the same, without having previously made such Payment, Tender, or Investment as herein or in the said first-recited Act mentioned, and also to make use of any existing Roads, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation, in manner herein-after mentioned, for such Occupation or Damage of the said Lands, to the Owners and Occupiers thereof: Provided always, that the said Company shall and they are hereby required, within Six Calendar Months after the Expiration of the Period by this Act granted for executing the Railway and Works, or after the Period at which they shall cease to use any such Land, whichever shall first happen, to make such Compensation and Satisfaction for the permanent Damages or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works the said Company shall and they are hereby required to give Six Weeks Notice of such their Intention to the Owners and Occupiers of such Lands, and if required so to do shall, previously to such Entry, pay to the Occupier of such Lands the Value of any Crop or Dressing that may be thereon, such Value to be ascertained in the same Manner as temporary Damage is herein-after provided for, and to separate and set apart by sufficient Railings or Fences so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, that the said Company shall and they are hereby required, within Six Calendar Months after their Entry upon such Lands, to agree with the Owner or Occupier thereof for the Payment of a certain fixed Rent in respect thereof during the Continuance of such Occupation, unless the Owner of such Lands shall, within the Period last mentioned, by Notice in Writing, require the said Company to purchase the Fee Simple and Inheritance of such Lands, in which Case it shall be compulsory upon the said Company so to do within Two Calendar Months after the Receipt of such Notice, the Value of such Lands, and also the Amount of any permanent Damage or Injury that may be done in the Exercise of the Powers hereby granted, to be settled and ascertained in like Manner as in the said first-recited Act is mentioned and provided, with respect to the Purchase of Lands required

for the Purposes of the same Act; but the Amount of such Rent, and also of any temporary Damage to which the Owner or Occupier of such Lands may be entitled, shall be settled and ascertained by Two indifferent Persons, One to be named by each Party, or in case such Two Persons cannot agree, or in case any or either of the Parties shall neglect or refuse to name a Valuer for the Space of Three Days after Notice in Writing from the other Party, then by any Two Justices of the Peace acting in and for the County or Place where such Lands shall be situated: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway, nor to make Bricks or place a Steam Engine upon any such Lands at any Place which shall not be at least Two hundred and fifty Yards from any Mansion without Leave of the Owner or Occupier of such Mansion in Writing first obtained for that Purpose.

XLIX. And whereas certain Premises called the *Pack Horse* or *Lawrence Bridge* Estate, claimed to belong to *William Herapath* Esquire, in the Parish of *Saint Philip and Jacob* in the City and County of *Bristol*, and which are not included in the Plans and Books of Reference relating to the said Railway, may be injuriously affected by the Execution of the Works authorized by this Act; be it therefore enacted, That the said Company shall and they are hereby required to make to the Owner and Occupier or Occupiers for the Time being of the said Estate full Compensation, Satisfaction, and Recompence for all Loss, Injury, or Damage which he or they may sustain by reason of the Execution of any of the Works authorized by this Act, such Compensation, Recompence, and Satisfaction to be settled by a Jury, in case of Difference between the Parties, in the same Manner and on the same Principle as any other Satisfaction, Recompence, or Compensation is required to be settled and made in respect of Lands included in the Plans and Books of Reference relating to the said Railway, and which may be interfered with or injuriously affected by reason of the Execution of any of the Powers of this Act.

Compensation to be made to *W. Herapath, Esq.*

L. And be it further enacted, That the said Company shall, at their own Expence, after any Part of the said Railway shall have been laid out and formed through any Land or Ground in the said Parishes of *Berkeley, Slimbridge, Cam, and Coaley*, or either of them, belonging to the Right Honourable *William Fitzhardinge* Baron *Segrave*, forthwith make and erect, and from Time to Time for ever thereafter maintain in sufficient Repair and Condition, such and so many Bridges for crossing the said Railway, and in such Places, as the said Lord *Segrave* shall judge necessary and appoint for the Use and Occupation of his said Lands through which the said Railway shall be made; and every such Bridge shall be made and continued of such Width as to leave a clear and open Space of not less than Twelve Feet for the Width of the Road over the same, and the Ascent of every such Bridge shall not be more than One Foot in Eighteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be more than Four Feet above the Surface of such Bridge; and in case the said Company shall refuse or neglect to make or maintain such Bridges, or any of them, for the Space of Ten Days after the Time which shall be appointed for those Purposes

Company to erect such Occupation Bridges as Lord *Segrave* shall require.

[*Local.*]

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respectively by Two or more Justices of the Peace for the said County of *Gloucester*, upon the Application of the said Lord *Segrave*, it shall be lawful for the said Lord *Segrave* himself to make and erect, or, as the Case may require, to maintain and repair, such Bridges, so that in making, erecting, repairing, or maintaining such Bridges the said Railway, or any of the Works by this Act authorized to be made or constructed by the said Company, shall not be obstructed for any longer Space of Time or to be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof shall be repaid to the said Lord *Segrave*, or the Party who shall have so made and erected, repaired and amended, such Bridges as last aforesaid, by the said Company, within the Space of Twenty-one Days next after the same shall have been so incurred, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default in Payment of the said Costs and Charges within the Time aforesaid Two or more Justices of the Peace for the County of *Gloucester* shall, upon the Application of the said Lord *Segrave* or of the Party entitled to make such Application as aforesaid, and they are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party by whom such Costs and Charges shall have been incurred, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or the said Lord *Segrave*, upon Neglect and Refusal by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law to be commenced and prosecuted in such Manner as in other Cases is by this Act directed: Provided always, that no such Bridge shall be required to be erected or made over the said Railway or any Part thereof at or in any Place or Manner at or in which the same would, if so erected or made, prevent or obstruct the working or using the said Railway.

Persons appointed to superintend Railway in Lord *Segrave's* Estate to be subject to his Approval.

LI. And be it further enacted, That the Persons who shall be appointed by the said Company for the Protection and watching of that Part of the said Railway which will be made through the Estate of the Right Honourable Lord *Segrave* shall, before they shall exercise any Power or Authority under or by virtue of this or the said recited Acts, be approved of by the said Lord *Segrave*, or the Owner for the Time being of the said Estate, in Writing under his Hand, and that without such Approval all such Appointments shall be null and void.

For Protection of the Company of Proprietors of the *Stroudwater* Navigation.

LII. And whereas the said Railway is intended to be carried over the Line of the Navigation of the Company of Proprietors of the *Stroudwater* Navigation at a certain Place in the said Parish of *Stonehouse*; be it therefore enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said Navigation, or authorize or empower the said Railway Company to alter the Line or Level of the said Navigation, or the Towing Path thereof, or any Part or Parts thereof respectively, or to obstruct the full and free Use of the said Navigation or any Part thereof,

thereof, except as hereafter is expressly provided, or to divert therefrom or alter the Levels of any of the Waters therein, or which may be taken for the Use of or which now supply the said Navigation, or to injure any of the Works of the said Navigation; nor shall any Deviation be made, in the Erection of the Bridge hereby authorized to be erected by the said Railway Company for the Passage of the said Railway over the said Navigation, from the Place marked out for that Purpose on the said Maps or Plans of the said Railway deposited with the Clerk of the Peace for the said County of *Gloucester*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works or Property of or belonging to the said Navigation, or any Part thereof, shall be taken, used, or damaged, without the Consent of the said Company of Proprietors of the said Navigation under their Common Seal first had and obtained.

LIII And be it further enacted, That, in and for the Purpose of carrying the said Railway over the said Navigation at the Place at which it is intended to cross the same, the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Bridge over the said Navigation and the Towing Path thereof; and that the Span of the said Bridge between the Abutments thereof shall not be less than Twenty-eight Feet in the Clear, so as to include the Waterway of the said Navigation and the Towing Path thereof, and that no Part of the Soffit of the Arch of the said Bridge shall come within less than Thirteen Feet of the Top-water Level of the said Navigation at the Centre of the Waterway, and that no Part of the said Arch over the Towing Path shall be less than Nine Feet above the said Top-water Level of the said Navigation.

Company to build a Bridge over the said Navigation.

LIV. And be it further enacted, That during the Erection of the said Bridge, and at all future Times during any Repairs thereof, no Hindrance or Obstruction shall be occasioned to the Boats, Barges, or Vessels passing along the said Navigation, or to the Men or the Towing Horses drawing or tracking the same, but that at all Times during such Erection or Repairs there shall be left and preserved a Waterway of not less than Seventeen Feet in Width, and a Towing Path of not less than Eight Feet in Width, and a clear Height of the Soffit of the Arch of the said Bridge of not less than Twelve Feet above the Top-water Level of the said Navigation and Towing Path respectively, for the free Use of the said Navigation; and that during the Erection of the said Bridge, and at all future Times during any Repairs thereof, the principal Engineer for the Time being of the said Company of Proprietors of the said Navigation shall have free Access to the said Bridge, and full Permission to inspect the Workmanship and Materials thereof.

For securing free Navigation during the building and repairing the Bridge.

LV. And be it further enacted, That if by reason of the Erection of the said Bridge, or in execution of any of the Works by this Act authorized to be made in, across, over, or in relation to the said Navigation, or by the Manner of doing or performing the same or any of them, or if by reason of the bad State of Repair of

Penalty in case the Navigation is obstructed.

the

the said Bridge or any such Works when made, or if by any Act or by the Neglect or Omission of the said Railway Company, or any of their Agents, Servants, or Workmen, or if by any Accident happening to the said Navigation, or to the Water, thereof by reason or in consequence thereof, other than such as may happen or be occasioned by or in consequence of any Neglect or Want of due or ordinary Care on the Part of the Agents of the said Company of Proprietors of the said Navigation, or Parties using the same, the Waterway of the said Navigation, or the Towing Path thereof, or the free Passage of the said Navigation by Boats, Barges, and other Vessels, or the Towing Path thereof, or of the Men or Horses drawing or tracking the same, shall at any Time hereafter be hindered, prevented, or obstructed, or in case the Space under the said Bridge shall at any Time be contracted so as to be less in Width or Height than is herein-before prescribed, then and in any or either of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the said Navigation, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Twenty-four Hours during which such Obstruction, Hindrance, or Prevention of the said Navigation, or the Towing Path thereof, or Contraction thereof, shall continue on the said Navigation, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of the said Sum, or such Proportion thereof as shall become due, on Demand made thereof of or from the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the said Navigation may recover the same of and from the said Railway Company by Warrant under the Hands and Seals of any Two of Her Majesty's Justices of the Peace for the County of *Gloucester*, or the said Company of Proprietors of the said Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*; and in case the said Bridge over the said Navigation, or any Part thereof, or the Approaches, Sides, Slopes, or Banks of the said Railway next the said Navigation, or any of them or any Parts thereof respectively, shall not be kept in good and substantial Repair, or in case any Injury or Damage shall hereafter happen to the said Navigation by Leakage or Loss of Water therefrom, or otherwise, in consequence of the said Works, or the Want of Repairs thereof, or of the Act, Deed, Neglect, Omission, or Default of the said Railway Company, or any of their Agents, Servants, or Workmen, it shall be lawful for the Company of Proprietors of the said Navigation to do the needful Repairs thereof, and to recover the Amount of the Expences of doing the same from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*.

Communi-
cations with
the Chelten-
ham and
Great West-
ern Union
Railway to
be made

LVI. And whereas it is intended that the said Extension or new Line of Railway hereby authorized to be made shall communicate with the *Cheltenham* and Great Western Union Railway; be it therefore enacted, That all Communications between the said Extension or new Line of Railway and the *Cheltenham* and Great Western Union Railway, and all such Openings in the Ledges or Flanches
of

of the said *Cheltenham* and Great Western Union Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Cheltenham* and Great Western Union Railway Company.

under the Superintendence of the Engineer of that Company.

LVII. And be it further enacted, That the said Extension or new Line of Railway hereby authorized to be made, or any Branch therefrom, or any other Railway or other Road to be hereafter made by virtue of this Act, which shall or shall be intended to cross or intersect the *Cheltenham* and Great Western Union Railway, except only for the Purpose of communicating therewith, shall not, without the Consent of the said *Cheltenham* and Great Western Union Railway Company, be made or laid down on the Level of the said *Cheltenham* and Great Western Union Railway, but in all Cases the same shall be made and carried either over by means of a Bridge, or beneath by means of a Tunnel or Arch; and such Bridge, Tunnel, or Arch shall be built and constructed under the Direction and Superintendence of the Engineer for the Time being of the said *Cheltenham* and Great Western Union Railway Company, and so as not to injure the said *Cheltenham* and Great Western Union Railway, or obstruct or hinder the free Passage over, upon, or along the same.

The Railway not to cross the *Cheltenham* and Great Western Union Railway on a Level.

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

Land of the *Cheltenham* and Great Western Union Railway Company not to be taken or interfered with unless with Consent.

LIX. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said *Cheltenham* and Great Western Union Railway Company by their Act of Incorporation, but saving and reserving to the said *Cheltenham* and Great Western Union Railway Company all the Rights, Privileges, and Franchises of the said Company, and also saving and reserving all such Powers, Authorities, and Provisions in the said Act contained, as if this Act had not been passed.

Saving Rights of the *Cheltenham* and Great Western Union Railway Company.

LX. And be it further enacted, That the said Company shall and they are hereby required, from and after the Completion of the said Extension, to make and from Time to Time thereafter to maintain a Station, with all proper Conveniences for taking up and setting down Passengers and Goods, at or near the Place where the Line of the said Railway crosses the Boundary between the Parishes of

Company to form Stations in Charfield and Wickwar.

[Local.]

15 X

Wickwar

Wickwar and Charfield in the said County of *Gloucester*, and also a Station, with the like Conveniences, in the Parish of *Charfield* in the said County, at or near to *Charfield Green* in the said Parish of *Charfield*.

Company empowered to raise a further Sum of Money not exceeding 400,000*l.* by Shares of 50*l.* each.

LXI. And be it further enacted, That it shall be lawful for the said Company to raise and contribute amongst themselves, or by the Admission of new Subscribers, in addition to the Sums of Money which they have already raised and borrowed and which they are empowered to raise and borrow under and by virtue of the said recited Acts, any further Sum of Money not exceeding in the whole the Sum of Four hundred thousand Pounds, in such Proportions as they shall think fit, and such further Sum shall be divided into Shares of Fifty Pounds each; and such new or additional Shares so to be created by virtue of this Act shall or may be transferred or assigned from Time to Time, and shall or may be forfeited for Nonpayment of the Calls made thereon, in such and the same Manner as is provided in and by the said first-recited Act with regard to the Shares therein mentioned or referred to; and all Persons whomsoever, and their several and respective Executors, Administrators, and Assigns, who shall severally subscribe for One or more of the said new or additional Share or Shares, and shall pay such Sum or Sums of Money as shall be called for or demanded under and by virtue of the said first-recited Act and this Act, or either of them, shall have a Vote or Votes in respect of the same at all Meetings of the said Company of Proprietors to be held in pursuance of the said recited Acts and this Act, with Power and Authority to appoint a Proxy in his Room or Stead, in such Way and Manner, to all Intents and Purposes, as is enacted and provided in and by the said first-recited Act with regard to the present or old or original Subscribers to and Proprietors of the said Undertaking; and such Persons respectively shall be entitled to and receive such proportionate Part and Parts of the Profits or Advantage that shall or may arise or accrue from the said Undertaking as is herein-after mentioned.

Power to make Calls.

LXII. And be it further enacted, That if any Owner or Proprietor for the Time being of any Share shall not pay his rateable Proportion, then and in such Case, and as often as the same shall happen, he shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor for the Time being of any such Share shall neglect or refuse to pay such his rateable Proportion, together with Interest (if any), then or at any Time thereafter it shall be lawful for the said Company to sue for and recover the same, in any of Her Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information: Provided always, that no Call shall exceed the Sum of Five Pounds upon each Share, nor shall more than Four Calls be made in any One Year.

After a Call made, no Share to be sold until

LXIII. And be it further enacted, That no Person shall sell or transfer any Share which he or they shall possess in the said Undertaking, upon which any Call shall have been made, after the Day appointed

appointed for the Payment of the same, unless at the Time of such Sale or Transfer he or they shall have paid the full Sum of Money which shall have been called for in respect of each Share. the Call is paid.

LXIV. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Committee of Management of the said Company shall think proper to accept the same, which they are hereby authorized to do, to such Person as the said Committee shall appoint, the respective Sums of Money by them respectively subscribed for, such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares) to make up the full Sum of Fifty Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest at such Rate not exceeding Five Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall be made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the said Committee shall agree upon: Provided also, that it shall be lawful for any General or Special Meeting of the said Company convened and held under and by virtue of this Act to order and direct, that until the said Extension and other Works shall be completed Interest not exceeding Four Pounds *per Centum per Annum* shall be paid out of the Money hereby authorized to be raised upon the Amounts actually paid up in respect of each Share created under the Authority of this Act. Power to pay Subscription in advance.

LXV. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, after the whole of the said Sum of Four hundred thousand Pounds shall have been subscribed for, and after One Half of the same shall have been paid up, to borrow and take up at Interest any Sum or Sums of Money not exceeding in the whole the Sum of One hundred and thirty-three thousand Pounds, in such Proportions as they shall think reasonable, either in anticipation of or in addition to the said Sum of Four hundred thousand Pounds hereby authorized to be raised by Shares as aforesaid; and the said Company are hereby empowered from Time to Time to mortgage and assign the Extension or new Line of Railway and Branch Railway, and the Rates, Tolls, or Duties to be collected thereon, under the Common Seal of the said Company, as a Security for any Money so to be borrowed, with Interest thereon at such legal Rate as may from Time to Time be agreed upon, to such Person or Persons, or to his or their Trustee or Trustees, as shall advance the same respectively, in the like Manner and Form, and with, under, and subject to the like Provisions, Powers, Remedies, Directions, and Regulations, as are in the said first-recited Act contained concerning the borrowing of Money, or securing or recovering the same, or the Interest thereof; and the several Persons to whom Power to raise a further Sum by Mortgage.

whom any Security shall be made under the Authority of this Act shall be equally entitled one with another to the Rates and Premises thereby mortgaged and assigned, in proportion to the Sum of Money for which such Security shall be executed, without any Preference by reason of the Priority in Date of any such Mortgage, or otherwise howsoever.

Securities not to be transferred except by Instrument duly stamped.

LXVI. Provided always, and be it further enacted, That the Securities for Monies which shall be raised under or by virtue of this Act, and the Interest to arise thereupon, shall not be transferrable unless by Instruments duly stamped, in which the Consideration for such Transfer shall be stated, nor shall any Interest be paid upon such Securities unless to the *bonâ fide* Holders thereof, or the Parties to whom the same may have been lawfully assigned under an Instrument duly stamped, or to the Agents of such Holders or Parties duly authorized to receive the same.

Power to increase the Capital Stock by raising additional Shares.

LXVII. And be it further enacted, That in case the said Company, instead of borrowing such further or additional Sum as aforesaid by way of Mortgage, or continuing the same on Mortgage, shall think it advisable to raise such further or additional Sum, or any Part thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sum by way of Mortgage, and to raise the Remainder thereof, or any Part thereof, or any Part of the Remainder, by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company, by the issuing of new Shares in the Manner herein-before directed, to augment their Capital Stock by any further Sum or Sums of Money, so as such augmented Capital, together with any Sum of Money that may be borrowed and continued at Interest by way of Mortgage as aforesaid, shall not exceed in the whole One hundred and thirty-three thousand Pounds hereby authorized to be raised by Shares and by Mortgage as aforesaid; and all such further and additional Capital Stock shall be considered as Part of the general Capital Stock of the said Company, and shall be under and subject to the same Provisions, Regulations, Directions, and Management, in all respects, and to all Intents and Purposes, as if the same had been Part of the Capital Stock of Four hundred thousand Pounds herein-before authorized to be raised by the said Company.

Application of Money raised and to be raised.

LXVIII. And be it further enacted, That all Money which shall be in the Hands of the said Company, or of their Treasurer, Collector, or other Officer on their Behalf, at the Time of the passing of this Act, and all the Rates, Tolls, and other Sums of Money which shall be raised or collected under or by virtue of the said recited Acts and of this Act, any or either of them, and also all the Money which shall be collected and raised under and by virtue of this Act by the Creation of new Shares or by Mortgage as herein-before is mentioned, shall be applied and disposed of in the Manner herein-after mentioned; (that is to say,) the Money to be raised and received under and by virtue of this Act by the Creation of new Shares or by Mortgage shall be applied in the first place in paying and discharging

charging all the Costs, Charges, and Expences incident to and attending the obtaining and passing of this Act, and then in making and completing the said Extension or new Line of Railway and Branch Railway herein-before mentioned and described, and in altering, diverting, and improving the said Railway already made and open to the Public; and until such Extension and new Line of Railway and other Works shall be so made and completed, or certified by the said Justices as herein-before mentioned, all the Money received by the said Company for Rates, Tolls, or Duties under or by virtue of the said recited Acts shall be paid, applied, and disposed of in the Manner by the said recited Acts specified and directed in relation thereto; and when and so soon as such Extension and new Line of Railway and other Works shall be so made and completed, or certified as aforesaid, all the Tolls, Rates, and Duties collected and received upon the entire Railway shall be carried to One general Fund, and shall be applied in maintaining and supporting the said Railway and other Works, and other the Purposes of the said recited Acts and this Act.

LXIX. And be it further enacted, That for the Purpose of carrying into execution the Objects and Purposes of this Act a Committee of Management consisting of Fifteen Members, each of them holding not less than Ten of the Shares created by this Act, shall be elected by the Shareholders in the Undertaking by this Act authorized at the First General Meeting of the said Shareholders to be held within Two Calendar Months after the passing of this Act; up to the Date of which said Meeting *Joseph Frankel Alexander, Henry Bush, Samuel Baker, Alexander Wright Daniel, Francis Fry, Henry Fyson, George Jones, William Morgan, William Ford Mogg, Frederick Ricketts, Thomas Rankin, Silas Dibsall, John Winwood, James Maurice Shipton, and Richard Ricketts*, and the Survivors and Survivor of them, shall form the first Members of the said Committee of Management; and all the Provisions of the said first-recited Act with regard to the Powers and Duties of the Directors thereby appointed, and the Mode of their Election, the Period of their Service, and otherwise relating to the said Directors, shall, so far as the same are not altered or varied or inconsistent with the Provisions of this Act, be held to apply to the Directors to be appointed under the Powers and for carrying into execution the Purposes of this Act: Provided always, that the Holders of Shares created by this Act only shall have the Power of voting in the Election of the Committee of Management for carrying into effect the Purposes of this Act: Provided also, that when the Railway and Works by this Act authorized shall have been completed and opened to the Public all the Powers and Provisions of this Act relative to the said last-mentioned Committee of Management shall cease and determine, and the whole of the Undertaking by this and the said recited Acts authorized shall be under the Management and Control of One Committee of Management, to be appointed in manner and under the Powers of the said first-recited Act.

As to Appointment and Power of Committee of Management.

LXX. Provided always, and be it further enacted, That until the said Extension and other Works shall be completed, and the

[Local.]

15 Y

Rates,

As to General Meetings of the Company.

Rates, Tolls, and Duties shall be carried to One general Fund; as herein-after mentioned, the several Persons who have subscribed or shall hereafter subscribe for the Purpose of carrying this Act into execution shall hold their Meetings separate and distinct from the Meetings of the several Persons who have subscribed under and by virtue of the said recited Acts; and all such Meetings, whether General or Special, may be convened and held at the Times and in the Manner provided by the said recited Acts with regard to the Meetings of the Subscribers for the Money thereby authorized to be raised: Provided also, that at all General and Special Meetings of the Proprietors of the Shares hereby authorized to be issued, and also at all General and Special Meetings to be holden after the Completion of the said Extension and other Works, there shall be at least Twenty Shareholders personally present holding in the Aggregate Five hundred Shares in their own Right, or as Proxies; and no Person shall vote either personally or by Proxy at any such Meeting unless he shall have paid all the Calls made upon the Shares held by him in the said Undertaking.

Time for holding the General Meetings of the Company.

LXXI. And be it further enacted, That the General Meetings to be held in each and every Year under and by virtue of the said recited Acts and of this Act may be held in the Month of *February* or in the Month of *March*, as the Committee or Committees of Management of the said Company shall from Time to Time think expedient; and the Accounts to be kept by the said Company shall be made up and balanced to the Thirty-first Day of *December* in each and every Year, instead of to the Month of *September*, as directed by the said first-recited Act.

Bye Laws to be confirmed.

LXXII. And be it further enacted, That no Bye Law which the said Company may have heretofore made under the Authority of the said first-recited Act (except such as may relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants,) shall be valid or binding for a longer Period than Six Months from the passing of this Act; nor shall any Bye Law, except as aforesaid, which may hereafter be made by the said Company, be valid or binding, unless the same shall be allowed by some Judge of One of Her Majesty's Courts of Record at *Westminster*, or by the Justices assembled at some General or Quarter Sessions of the Peace of the City and County of *Bristol* or County of *Gloucester*; which said Justices are hereby authorized and required, at the Request of the said Company, to examine into the Bye Laws which may be tendered to them for that Purpose by the said Company, and to allow of or disallow the same, as to them may seem meet; and all Penalties which may be imposed by virtue of any such Bye Laws shall be so framed as to allow the Justices before whom the same may be sought to be recovered to order the Whole or any Part of such Penalties to be paid.

Proxies to be transmitted to Secretary of Company.

LXXIII. Provided always, and be it further enacted, That, notwithstanding any thing in the said first-recited Act contained to the contrary, it shall not be lawful for any Person to vote as the Proxy of any Person or Corporation whomsoever unless the Instrument appointing

appointing such Proxy shall have been transmitted to the Secretary or Clerk of the said Company Three Days at least before the holding the Meeting at which such Proxy is intended to be used.

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

Power to close Transfer Books at certain Periods.

LXXV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive or stationary Engines or other Power for the drawing or propelling any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and also along and upon any other Railway communicating therewith, and to receive, demand, and recover such Sums of Money for the Use of such Engines or other Power as the said Company shall think proper, in addition to the several other Rates, Tolls, or Sums by the said first-recited Act authorized to be taken: Provided always, that nothing in the said recited Acts or in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine or of any Carriage, and to pay for the same such reasonable Sum as may be agreed upon between the said Company and such Person, any thing herein contained to the contrary thereof notwithstanding.

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

LXXVI. Provided always, and be it further enacted, That the Rates or Tolls and Charges to be taken and made for the Use of the said Railway, or 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 to all Persons, and after the same Rate *per Mile* or *per Ton per Mile*, or after any other Manner in which such Rates and Charges are herein directed or authorized to be taken or charged, 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 upon the same Portions of the Line; and no Reduction or Advance in any of the Rates or Tolls herein-before allowed, or in 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.

Rates for Railway to be charged equally.

LXXVII. And

Railway to be free for all Persons upon Payment of Rates.

LXXVII. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway, with or in Carriages not belonging to the said Company, properly constructed as is by the said recited Acts directed, upon the Payment of all such Rates and Tolls as shall be demanded by the said Company, not exceeding the respective Rates and Tolls authorized by the said first-recited Act and this Act, and also to pass and to convey all Carriages, Animals, and Goods and Merchandize along and upon and to employ and use the said Railway in and upon Carriages belonging to the said Company, upon Payment of all such Rates, Tolls, and Charges as shall from Time to Time be demanded by the said Company, not exceeding the respective Rates and Tolls authorized by the said first-recited Act and this Act, subject however to the Provisions of the said Act, and the Rules and Regulations to be from Time made by the said Company in pursuance of the Powers to them thereby granted.

Packages containing Goods of a dangerous Quality to be marked.

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

Passengers may carry Luggage without extra Charge.

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

Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

LXXX. And whereas it would tend much to the Convenience of the Public if Railway Companies were empowered to enter into mutual Arrangements so as to avoid the Necessity of a Change of Carriages and other Delays arising from a Diversity of Interests; be it therefore enacted, That, notwithstanding any thing in this or the said first-recited Act contained, it shall be lawful for the said *Bristol and Gloucester* Railway Company and they are hereby empowered, from Time to Time, to make and enter into any Contract or Agreement with any other Railway Company (and which Contract or Agreement all other Railway Companies are hereby empowered to make and enter into) either for the Division or Apportionment of the Rates, Tolls, and Duties, or for the Passage over or along the said Railway of any Engines, Coaches, Waggons, or other Carriages of or belonging to any other Railway Company, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggons, or other Carriages which shall belong to the said *Bristol and Gloucester* Railway Company, or which shall pass over or along their Line of Railway, upon the Payment of such Rates, Tolls, or Duties, and under such Conditions and Restrictions, as may be mutually agreed upon, and also to make and enter into any other Contract with any other Railway Company that may be deemed advisable; and every such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon: Provided always, that no such Contract shall in any Manner alter, affect, increase, or diminish any of the Rates, Tolls, or Sums which the respective Companies Parties to such Contracts shall for the Time being be authorized respectively to have, demand, receive, or recover of or from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of any of the said Railways, upon the same Terms and Conditions, and upon Payment of the same Rates, Tolls, and Sums, as they would have been in case no such Contract had been entered into; nor shall any such Contract give any Preference or Advantage to any Company or Person Party thereto over any other Company or Person, but all such Companies and Persons so contracting shall, notwithstanding such Contract, pay the same Amount of Rates, Tolls, or Duties as shall from Time to Time be charged to other Companies or Persons not being Parties to such Contracts; and no Person or Party using the said Railway shall pay or be liable to pay any greater Amount of Rate, Toll, or Duty, for or in respect of any Carriage, Passenger, Goods, Articles, Matters, or Things carried or conveyed upon or along or using the said Railway, than any of such Railway Companies.

LXXXI. And be it further enacted, That in all Cases in which the said Company shall carry for their own Profit any Passengers, Cattle or other Animals, Goods, Wares, or Merchandizes, Articles, Matters, or Things, a separate Account shall be duly kept, showing

[Local.]

15 Z

Company to keep a separate Account of the Tolls for the Use of the Railway.

the Amount of Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party; and the said Company shall also keep a separate Account of the Amount of the Rates or Tolls which shall from Time to Time be received by the said Company for the Use of the said Railway in respect of any Passengers, Cattle or other Animals, Goods, Wares, Merchandize, Articles, Matters, and Things, carried by any other Party; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Time during the Months of *February* and *August* in each Year: Provided always, that if the said Company shall refuse or neglect to keep such Account they shall forfeit and pay the Sum of Three hundred Pounds for each Default therein; and if the said Company shall refuse to permit or shall not permit any of the said Overseers of the Poor to inspect such Accounts as aforesaid, the said Company shall forfeit and pay the Sum of Fifty Pounds for each Day during which such Refusal shall continue; such several Penalties to be recovered and applied in like Manner as the Penalties are by this Act directed to be recovered and applied.

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

LXXXII. And be it further enacted, That the said Company shall and they are hereby required 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 every 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 said Committee of Management or of the Auditors of the said Account; and the said Company shall transmit a Copy of the said Account, free of Charge, to the Clerk of the Peace for the County or City and County within which the Chief Office of the said Company for the Management of such Funds shall be situate, on or before the First Day of *January* in each Year; which Account shall be open to 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 cause to be prepared and transmitted such Account as aforesaid, they shall forfeit and pay for every such Omission and Neglect the Sum of Twenty Pounds.

Rights of Owners, &c. to cross the Railway to cease when proper Communications are made.

LXXXIII. Provided always, and be it further enacted, That as soon as the said Company shall have constructed proper Bridges, Arches, Culverts, or Passages over or under the said Railway, and communicating between the Lands of the Owner or Owners respectively on one Side of such Railway and the Lands of the same Owner or respective Owners on the other Side thereof, together with lateral Paths or Roads along each Side of the said Railway, from each of such Bridges, Archways, Culverts, or Passages, to the others or other of them within the respective contiguous Lands of each such Owner, the Right of every such Owner from or between and along whose Lands such Bridges, Archways, Culverts, or Pas-
sages

sages and Paths or Roads shall have been made, and also of the Occupier and Occupiers of such Lands, and the Servants, Workmen, and Cattle of every such Owner and Occupier, to pass over the said Railway, pursuant to the Powers contained in the said first-recited Act, shall altogether cease, determine, and be at an end.

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

Penalty on Persons on Foot using the Railway.

LXXXV. And be it further enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds nor less than Ten Shillings.

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

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

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

LXXXVII. And

Officers
under the
Act not in-
competent
Witnesses.

LXXXVII. And be it further enacted, That in case any Dispute, Suit, or Litigation shall arise touching or in anywise relating to the Tolls and Duties, or respecting any Matter or Thing relating to the Undertaking, no Person or Persons acting by or under the Authority or in the Service of the said Company shall for that Reason alone be in any Manner disqualified or incapacitated from giving Evidence in, upon, and respecting such Dispute, Suit, or Litigation respecting any thing unintentionally done by them or any of them in the Execution of their respective Offices or Authorities.

How Debts
may be
proved in
case of Bank-
ruptcy.

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

Committee
of Manage-
ment not
personally
answerable
for Acts
legally done.

LXXXIX. And be it further enacted, That none of the Committee of Management of the said Company shall hereafter, by reason or means or on account of his being Party to, or making, signing, or executing, in his Capacity of Committee Man of the said Company, pursuant to this or the said first-recited Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Committee by this or the said first-recited Act respectively, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of any of the said Committee of Management shall not, by reason or on account or in consequence of any such Contract or other Instrument so entered into or made, signed or executed, by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this or the said first-recited Act, be liable to be arrested, seized, detained, or taken in Execution; but that in every such Case any Person making any Claim or Demand upon the said Company, or upon any Member of the said Committee of Management, under or by virtue of any such Contract or Instrument or other lawful Act, may sue and implead the said Company, in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For Indem-
nity of Mem-
bers of Com-
mittee.

XC. And be it further enacted, That the Members of the said Committee of Management, their Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments hereafter made or Liability incurred, and all Acts, Deeds,

Deeds, Matters, and Things hereafter executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall hereafter respectively incur, in the Execution of the Powers and Authorities hereby and by the said recited Acts granted to them, and they shall be so indemnified out of the Assets for the Time being of the said Company, and if necessary by Calls for that Purpose of the Capital which may remain unpaid; and the Members of the said Committee for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purposes of such Indemnity and Reimbursement.

XCI. And be it further enacted, That where in this Act a Declaration is directed to be made or used, the same shall be made in the Form prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His late Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits;'* and to make other Provisions for the Abolition of unnecessary Oaths, or as near thereto as the Circumstances of the Case will admit, and shall be of the like Force and Effect as if an Affidavit or Affirmation in Writing had been made; and if any Declaration so made shall be false or untrue in any material Particular, the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

Persons making false Declaration to be guilty of a Misdemeanor. 5 & 6 W. 4. c. 62.

XCII. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Acts authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Act not to exempt Railway from Provisions of any general Act.

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

Public Act.

The SCHEDULE to which the foregoing Act refers.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
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CITY AND COUNTY OF THE CITY OF BRISTOL.

Parish of Saint Philip and Jacob.

(IN PARISH.)

House, Shop, and Yard -	The Dean and Chapter of Bristol and William Tyler.	Grace Smith -	William Godwin, William Smith, Grace Smith, Henry Barber, Sarah Woodhouse, and Thomas Morgan.
Part Portico, Dwelling House, and Workshop.	Sarah Martha Sheppard	- - -	Martha Ifield.
Part Portico, and Dwelling House.	Ditto - - -	Samuel Vernon -	Stephen Cowles.
Part Portico and Dwelling House, Brewhouse, and Yard.	Christiana Barrow Edmonds.	Joseph Perrett -	Joseph Perrett.
Yard and Workshops -	The Dean and Chapter of Bristol and William Tyler.	Grace Smith -	Thomas Sanders and George Baker.
House and Shop - - -	The Trustees of the Bristol Charities, James Houlden, and Henry Riddle.	- - -	John Spring.
Tenement and Wash-house	Ditto - - -	- - -	James Phillips.
Ditto - - -	Ditto - - -	- - -	Void.
Ditto - - -	Ditto - - -	- - -	Joseph Evans.
House, Shop, and Wash-house.	Ditto - - -	- - -	James Boulton.
Tenement and Garden -	Ditto - - -	- - -	John Burt.
Workshops, Timber Yard, and Sawpit.	Ditto - - -	- - -	Richard Griffiths.
Tenement and Wash-house	Ditto - - -	- - -	Henry Faugoin.
Tenement - - -	Ditto - - -	- - -	John Milsom.
Stable-yard and Loft -	The Trustees of the Bristol Charities and Reverend Samuel Day.	- - -	Samuel Tyler and John Barns.
House, Loft, Yard, and Wash-house.	Ditto - - -	- - -	Samuel Webb.
House, Shop, Yard, and Warehouse.	The Trustees of Bristol Charities, Catherine Riddle, and Henry Riddle.	Joseph Monks -	John Bush.
Stable - - -	Ditto - - -	Ditto - - -	Richard Morgan.
House, Yard, and Workshop	Catherine Riddle and Henry Riddle.	- - -	John Barns and James Bond.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Street - - -	Commissioners of Pitching and Paving.		
Tenement - - -	Catherine Riddle and Isaac Newman.	- - -	Isaac Newman.
Ditto - - -	Ditto - - -	- - -	William Tyler.
Ditto - - -	Catherine Newman and Isaac Newman.	- - -	Isaac Newman.
Ditto - - -	Catherine Riddle and Isaac Newman.	- - -	Ditto.
Ditto - - -	Ditto - - -	- - -	Thomas England and William Bowden.
Stable-yards, Sheds, and Tenements.	Ditto - - -	- - -	Isaac Newman.
House and Garden - -	Trustees of Church Lands in the Parish of All Saints, Mary Ann Butterworth.	Samuel Brice, Thomas Stock Butterworth, and William Hier.	Michael Cunningham.
Yard - - -	Ditto - - -	- - -	Samuel Brice, Thomas Stock Butterworth, and William Hier.
Tenements - - -	Corporation of Bristol, Trustee of the late Richard Tothill, Robert Fletcher, and James Huish.	- - -	Abraham Pegler.
Tenement - - -	Corporation of Bristol, Trustee of the late Richard Tothill, Robert Fletcher, and William Hedford.	- - -	John Riddle.
Ditto - - -	Corporation of Bristol, Trustee of the late Richard Tothill, Robert Fletcher, and Ann James.	- - -	Francis Weeks.
Tenement and back Yard -	Ditto - - -	- - -	James Lamble.
Tenement - - -	Corporation of Bristol, Trustee of the late Richard Tothill, Robert Fletcher, and Mary Burge.	- - -	John Cook and Anna Meler Pinnell.
Ditto - - -	Sarah Baker and Christopher Darby Griffiths.	- - -	William Jones.
Malthouse - - -	Thomas Harris and Company.	- - -	Thomas Harris and Company.
Tenement - - -	Sarah Baker and Trustee of Thomas Norris.	- - -	William Withers.
Garden - - -	James Bradley - - -	- - -	George Baker.
Ditto - - -	Ditto - - -	- - -	George Wakefield.
Ditto - - -	Ditto - - -	- - -	James Evans and James Usher.
Ditto - - -	Ditto - - -	- - -	William Cowley, James Bees, George Morgan, and Henry Watkins.
Ditto - - -	Ditto - - -	- - -	Thomas Pilot, George M'Kay, John Flower, and Joseph Powell.
Ditto - - -	Ditto - - -	- - -	John Cook.
Ditto - - -	Ditto - - -	John Orchard -	John Orchard, Daniel Jones, and John Godding.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Garden - - -	James Bradley - - -	- - -	Edward Simms.
Ditto - - -	Ditto - - -	Peter Hodge - - -	Peter Hodge, Thomas Gribble, John Jones, William Berry, Michael Daniels, and George Webber.
Ditto - - -	Ditto - - -	James Ricketts - - -	James Ricketts, William Purnell, Richard Harding, Joseph Humphries, Charles Palmer, Richard Usher, John Courtney, and John Squires.
Cottage - - -	Ditto - - -	Ditto - - -	Charles Palmer.
House, Shed, and Pigstye - - -	Ditto - - -	Ditto - - -	James Ricketts.
Shed - - -	James Bradley and Thomas Edwards.	- - -	Thomas Edwards and William Baker.
Cottage and Garden - - -	John Evans - - -	- - -	William Coley.
Ditto - - -	Ditto - - -	- - -	John Evans.
Cottages and Gardens - - -	Ditto - - -	- - -	Benjamin Williams and Robert Bitton
Orchard and Shed - - -	John Rich - - -	- - -	John Rich.
Cottage, Garden, and Sheds - - -	Ditto - - -	- - -	James Cox.
Ditto - - -	Ditto - - -	- - -	Thomas Harris.
Ditto - - -	Ditto - - -	- - -	William Peacock.
Dwelling House, Garden, and Stables.	Hester Bartley - - -	- - -	Hester Bartley and Duke Oliver.
Garden and Summer House - - -	Ditto - - -	- - -	William Godwin.
Ditto - - -	Ditto - - -	- - -	Henry Rudge Hall.
Tenements and Garden - - -	Ditto - - -	- - -	Henry Haynes.
Garden Ground - - -	Ditto - - -	- - -	William Yabbicom.
Ditto - - -	Ditto - - -	- - -	Henry Rudge Hall.
Garden and Summer House - - -	Ditto - - -	- - -	Timothy Bromhead.
Garden Ground - - -	Ditto - - -	- - -	Duke Oliver.
Cottage and Stable - - -	Ditto - - -	- - -	George Cox.
Cottage - - -	Ditto - - -	- - -	Thomas Jones.
Ditto - - -	Ditto - - -	- - -	Jonathan Jones.
Garden Ground - - -	John and Francis Thomas New and their Trustees.	- - -	John Bird.
Garden Ground and Shed - - -	Ditto - - -	John Bird - - -	John Bird, George Shute, and Thomas Tucker.
Railway and Yard - - -	Bristol and Gloucestershire Railway Company.	- - -	In hand.
Dwelling House and Stables - - -	Ditto - - -	William Brain, Pucklechurch Coal Company, and Shortwood Coal Company.	Joseph Bryant.
Garden and Nursery - - -	John and Francis Thomas New and their Trustees.	- - -	Stephen Batchellor
Ditto - - -	Ditto - - -	- - -	Ditto.
Ditto - - -	William Wilkins - - -	- - -	Jeremiah Gully.
Ditto - - -	Ditto - - -	- - -	William Wilkins.
Garden - - -	Joshua Smith and Simmons Smith.	John Rosevear and William Fear.	Joseph Hatton.
Ditto - - -	Ditto - - -	Ditto - - -	Daniel Lock.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Garden and Shed	Simmons Smith	John Rosevear and William Fear.	William Norrish.
Garden	Joshua Smith, Simmons Smith.	Ditto	Joseph Smith.
Ditto	Ditto	Ditto	William Bird.
Ditto	Ditto	Ditto	George Hutchins.
Ditto	Ditto	Ditto	Ditto.
Ditto	Ditto	John Rosevear and George Hutchins.	Joseph Hatton.
Ditto	Ditto	Ditto	Samuel Bromley.
Ditto	Ditto	Ditto	James Thorn.
Ditto	Ditto	Ditto	Samuel Hodges.
Ditto	Ditto	Ditto	John Bigwood.
Ditto	Ditto	Ditto	Richard Shaddock.
Ditto	Ditto	Ditto	John Bigwood.
Ditto	Ditto	William Fear	William Bird.
Garden and Tenement (Watch-house).	Bristol and Gloucestershire Railway Company.	-	In hand.
Garden	Catherine Riddle and Henry Riddle.	Susannah Keefe	Charles Cox.
Ditto	Ditto	-	Susannah Keefe.
Ditto	Joshua Smith, Simmons Smith.	-	Joseph Smith.
Dwelling House, Gardens, and Outbuildings.	Bristol and Gloucestershire Railway Company.	-	David Jones.
Nursery	Trustees of the late John Bull.	-	Walter Lee.
Ditto	Ditto	-	Ditto.
Ditto	Ditto	-	Ditto.
Garden and Orchard	Bristol and Gloucestershire Railway Company.	-	Joseph Smith.
Garden	Joshua Smith, Simmons Smith.	-	Ditto.
Ditto	Bristol and Gloucestershire Railway Company.	-	Ditto.
Ditto	Corporation of Bristol	-	Hannah Matthews.
Warehouse	Ditto	-	Ditto.
Withy-bed	Ditto	-	Ditto.
Ditto	Ditto	-	Ditto.
Withy-bed and Brook House and Court	Ditto	-	Ditto.
Ditto	Henry Riddle and the Trustees of the late William Keevil and Thomas Simmons Williams.	-	William Ship.
Ditto	Ditto	-	Henry Shore.
Ditto	Henry Riddle and the Trustees of the late William Keevil and Joseph Potter.	-	Joseph Potter.
Ditto	Henry Riddle and the Trustees of the late William Keevil and Richard Shaddock.	-	Richard Shaddock.
Ditto	Ditto	-	Philip Harper.
House and Garden	Henry Riddle and the Trustees of the late William Keevil and Samuel Hodges.	-	Samuel Hodges.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
House and Garden - -	Henry Riddle and the Trustees of the late William Keevil and Thomas Gay.	- - -	Thomas Gay.
Garden - - -	Henry Riddle and the Trustees of the late William Keevil.	- - -	William Appleby.
Ditto - - -	Ditto - - -	- - -	Joseph Clark.
Ditto - - -	Ditto - - -	- - -	John Squires.
Ditto - - -	Ditto - - -	- - -	John Hopkins.
Ditto - - -	Ditto - - -	- - -	- Ditto.
Ditto - - -	Ditto - - -	- - -	- Ditto.
House and Garden - -	Henry Riddle and the Trustees of the late William Keevil and Samuel Hodges.	- - -	Moses Fudge.
House, Garden, and Wash-house.	John Wesley Hall and William Warne.	- - -	William Warne.
Ditto - - -	Ditto - - -	- - -	Sarah Warne.
Ditto - - -	Ditto - - -	- - -	William Williams.
Ditto - - -	John Wesley Hall and Henry Pearce.	- - -	James Boulter.
Unfinished House and Garden.	J. W. Hall and Joseph Harding.	- - -	Void.
House and Garden - -	Ditto - - -	- - -	Joseph Harding.
Ditto - - -	Ditto - - -	- - -	James Hurtnole.
Ditto - - -	Ditto - - -	- - -	Maria Harding.
Ditto - - -	Ditto - - -	- - -	Void.
Ditto - - -	John Wesley Hall	Joseph Harding	Edwin Harding.
Ditto - - -	Ditto - - -	Philip Northam	Marianne Jones.
Ditto - - -	Ditto - - -	Ditto - - -	Shipman.
Ditto - - -	Ditto - - -	Ditto - - -	Philip Northam.
Dwelling House, Stable, and Court.	James Bush senior	- - -	James Bush senior.
Tenement and Garden -	John Wesley Hall	Sally Naish - - -	William Budd.
Coal-shed and Court - -	Ditto - - -	James Bush senior	James Bush junior.
Dwelling House and Court	Ditto - - -	Ditto - - -	Void.
Ditto - - -	Ditto - - -	Ditto - - -	Richard Babbage.
Ditto - - -	Ditto - - -	Ditto - - -	George Stokes.
Ditto - - -	Ditto - - -	Ditto - - -	Edoth Buck.
Ditto - - -	Ditto - - -	Ditto - - -	Robert Cante.
Ditto and Garden - -	Bristol and Gloucestershire Railway Company.	- - -	Henry Hunt.
Dwelling House, Garden, and Court.	Ditto - - -	Thomas Morgan, Henry Jones, and Charles Mullins.	Thomas Barton.
Ditto - - -	Ditto - - -	Ditto - - -	John Thomas.
Dwelling House and Garden.	John Wesley Hall and George Pine.	- - -	Mary Ann Stone.
Ditto - - -	Feoffees of the Parish of Saint Mary-le-Port.	John Wyatt - - -	William Gully.
Void Ground - - -	Ditto - - -	Thomas Morgan and Edward Daniel.	—
Ditto - - -	Ditto - - -	Ditto.	—
Dwelling House - - -	Ditto - - -	Ditto - - -	Void.
Parish Road - - -	Waywardens of the Parish.	- - -	—
Garden and Pond - - -	Joseph Hill and Ann Wathen Peall.	Henry Stothert & Co.	Henry Stothert & Co.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Wharf	Joseph Hill and Ann Wathen Peall.	Charles Hardcastle Hewitt.	Charles Hardcastle Hewitt.
Ditto	Ditto	Ditto	Ditto.
Ditto and Coal Depôt	Ditto	Ditto	Ditto.
Iron Works	Ditto	Henry Stothert & Co.	Henry Stothert & Co.
Smith's Shop and Entrance Yard.	Ditto and the Bristol and Gloucestershire Railway Company, or some or one of them.	Charles H. Hewitt	John Heard.
Dwelling House and Court.	Henry Stothert & Co.	-	Martha Alexander.
Ditto	Ditto	-	Ditto.
Ditto and Garden	Ditto	-	William Hazard.
Ditto	Ditto	-	Daniel Sweet.
Ditto	Ditto	-	William Curtis.
Ditto	Ditto	-	Void.
Stoneware Factory and Sheds.	Mary Sheppard and her Trustee.	Henry Stothert and Company.	
Old Factory, Sheds, and Yards.	Ditto	Ditto	Void.
House, Garden, and Wash-house.	Ditto	Ditto	Mary Sheppard.
Tenement	Bristol and Gloucestershire Railway Company.	C. H. Hewitt	Void.

COUNTY OF GLOUCESTER.

Parish of Saint George, A. a.

House, Garden, and Shed	John Glasscot Vawdrey	-	John Hughes.
House, Garden, and Sheds	Ditto	-	William Parry and William Parry junior.
House	John Summers	-	Richard Hurley.
Ditto	Ditto	-	Thomas Ettery.
Ditto, Court, and Pump	Ditto	-	Thomas Hibbard.
House	Ditto	-	William Busvine.
Ditto	Ditto	-	Samuel Fussell.
Ditto and Smith's Shop	Ditto	-	George Tucker.
House and Yard	Ditto	-	Joseph Hardacre.
Ditto	Ditto	-	George Bailey.
House, Smith's Shop, and Yard.	Ditto	-	William Francis.
Brick-yard, Kiln, Sheds, Weighbridge, and small Tenement.	Richard Richards	Samuel Sage senior	James Headford, Samuel Sage junior, and John Davey.
Garden Ground	George Bartley	-	Rebecca Gerrish.
Ditto	Ferdinand Beeston, Receiver in Chancery in the Cause of Grace v. Baynton.	-	John Hill.
Ditto	Edward Francis Colston	-	George Hassell.
Ditto	Ditto	-	Ditto.
Ditto	Thomas Jones	-	George Johnso

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
<i>Parish of Saint George, A.</i>			
Arable and Garden Ground, Orchard, and public Foot-path.	Thomas Hooper Riddle and Waywardens of the Parish.	-	John Cooke.
Arable and Garden Ground	Representative of Isaac Leonard.	-	John Honey.
Ditto	Thomas Hooper Riddle	John Honey	Ditto.
Garden	Thomas Hobbs	-	Thomas Hobbs.
Ditto	Hannah Pearce	-	Hannah Pearce.
Cottage and Garden	Representative of Isaac Leonard.	John Honey	John Hobbs.
Cottage	Phœbe Bayley	-	Void.
Ditto	Ditto	-	Void.
Cottage and Garden	Ditto	-	Phœbe Bayley.
House, Outbuildings, and Yard.	Samuel Cozens	-	Samuel Cozens.
Garden Ground	Ditto	-	Ditto.
Ditto	Ditto	-	Ditto.
Ditto and Orchard	Mary Smith	-	Mary Smith.
Ditto	Thomas Hobbs	-	Thomas Hobbs.
Garden Ground and Orchard	Hannah Pearce	-	Hannah Pearce.
Cottage and Garden	Bristol and Gloucestershire Railway Company.	-	Charles Lambert.
House, Outbuildings, Yard, and Garden.	Hannah Thomas	-	Dorcas Lambert.
Garden and Well	Susan Flook	-	Samuel Flook.
Cottage and Garden	Joseph Phipps	-	Abraham Pickett.
Ditto	Elizabeth Poole	-	Elizabeth Poole.
House and Orchard	Thomas Harding	-	Thomas Harding.
Cottage	George Harding	-	George Harding.
Cottages and Gardens	James Morse	-	James Morse and William Thomas.
Garden Ground	Robert Phipps	-	Robert Phipps, and void.
<i>Parish of Stapleton.</i>			
Pasture, Brook, and Coal-yard.	Andrew Drummond	-	William Brain.
Arable, and Pond, and old Coal Works,	Sir John Smith Baronet.	-	Thomas Emmet.
Cottage and Garden	Charles Stone	-	Charles Stone.
Ditto	Ditto	-	Charles Thomas.
Ditto	Ditto	-	George Bees.
Ditto	Hester Smith	-	Isaac Webley.
Ditto and Well	Ditto	-	George Tyler junior.
House, Garden, and Well	Duke of Beaufort and William Jones.	-	William Jones.
Cottage and Garden	Hester Smith	-	Samuel Tyler.
Ditto	Ditto	-	Joseph Thomas.
Garden and Outbuildings	Mary Bawn and George Bawn.	-	Mary Bawn and George Bawn.
Garden Ground	Bristol and Gloucestershire Railway Company.	-	Samuel Coleman.
Cottage and Garden	Samuel Brown	-	Joseph Burgess.
Ditto	Mary Ward	-	John Smith.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Garden Ground	Bristol and Gloucestershire Railway Company.	- - -	In hand.
Two Cottages, Gardens, and Well.	Samuel Brown	- - -	Samuel Brown.
Cottage, Garden, Well, and Outhouses.	Duke of Beaufort and Isaac Hutton.	- - -	Isaac Hutton.
Cottage, Garden, and Shed	Duke of Beaufort and William Sainsbury.	- - -	William Sainsbury.
Garden	Duke of Beaufort and Samuel Webber.	- - -	Samuel Webber.
Garden Ground	Duke of Beaufort	- - -	Isaac Hutton.
Gardens and Outhouse	Andrew Keater	- - -	Charles Mark Flook and William Stock.
Garden	Bristol and Gloucestershire Railway Company.	- - -	Thomas Hawkins.
Orchard	James Poole	- - -	Thomas Poole.
Garden, Orchard, and Well	Thomas Poole	- - -	Henry Poole.
Cottages, Gardens, Arable, and Well.	George Hobbs senior	- - -	George Hobbs senior, and George Hobbs junior.
House, Garden, Orchard, Outbuildings, and Well.	John Burgess	- - -	John Burgess.
Garden	George Hobbs senior	- - -	George Hobbs senior.
Cottage, Garden, and Outbuildings.	Samuel Whittuck and Snailham.	- - -	Thomas Snailham.
Cottage, Garden, and Outhouse.	Daniel Rogers	- - -	John Fox.
Cottage and Garden	Charles Frankham	- - -	Thomas Shipway.
Cottage, Garden, and Brew-house.	William Watkins	- - -	William Watkins.
Cottage and Garden	Samuel Whittuck and William Burchall.	- - -	William Burchall.
Garden	Joseph Morgan	- - -	Joseph Morgan.
Coal Works and Garden	Thomas Wadham	Joseph Fryer and Thomas Wadham.	Joseph Fryer.

Parish of Bitton.

Garden Ground	James Brimble	- - -	James Brimble.
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Parish of Siston.

Cottage and Garden	Thomas Vowles	- - -	George Hiscocks.
Ditto, Shed, and Well	Edward Prewett	- - -	Samuel Brain.

Parish of Pucklechurch.

Cottage and Garden	Earl Radnor, Henry Shephard, and Mary Shephard.	- - -	Richard Williams.
Coal Works	Earl Radnor and Hannah Withy.	- - -	Jeffries Bryant and Company.

Parish of Westerleigh.

Wood	Lord Middleton, Sir John Smyth, Baronet, and Edward Francis Colston.	- - -	In hand.
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Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Wood - - -	Lord Middleton, Sir John Smith Baronet, and Edward Francis Colston.	Francis Jeffrey Jones.	Moses Knight.
Garden Ground - - -	Ditto - - -	Samuel North Hathway.	George Carter.
Cottage and Well - - -	Ditto - - -	Ditto - - -	Joseph Offer.
Cottage - - -	Ditto - - -	Ditto - - -	George Carter.
Garden Ground - - -	Ditto - - -	Ditto - - -	Joseph Offer.
Garden - - -	Ditto - - -	- - -	James Offer.
Ditto - - -	Ditto - - -	- - -	John England.
Ditto - - -	Ditto - - -	- - -	Isaac Highman.
Pasture and Pond - - -	Ditto - - -	- - -	Joseph Gibbs junior.
Farmhouse, Barton, Yards, Stable, and Outhouses.	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Ditto.
Garden - - -	Ditto - - -	- - -	Ditto.
Stable, Rick-yard, Well, and Arable.	Ditto - - -	- - -	Ditto.
Cottage, Garden, Well, and Orchard.	Ditto - - -	Joseph Gibbs senior	Thomas Rolph.
Cottage, Garden, and Well	Ditto - - -	Ditto - - -	John Offer.
Cottage and Sheds - - -	Ditto - - -	Ditto - - -	William Luton and John Offer.
Orchard - - -	Ditto - - -	- - -	Joseph Gibbs junior.
Stable and Waggon-house - - -	Ditto - - -	- - -	Ditto.
Cottage and Garden - - -	Ditto - - -	Charles Frape	James Nicholls.
Ditto - - -	Ditto - - -	Ditto - - -	Charles Frape.
Garden - - -	Ditto - - -	Ditto - - -	Ditto.
House, Garden, Outbuildings, and Well.	Ditto - - -	William Wright	William Wright.
Garden Ground - - -	Ditto - - -	- - -	Thomas Pearce, Ann White, and James Nicholls.
Garden - - -	Ditto - - -	- - -	Charles Hollister.
Ditto - - -	Ditto - - -	- - -	James Williams.
Cottage, Garden, and Well	Ditto - - -	Joseph Offer	Joseph Offer.
Garden - - -	Ditto - - -	- - -	Moses England.
Ditto - - -	Ditto - - -	- - -	James England.
Ditto - - -	Ditto - - -	- - -	William Barnfield.
Ditto - - -	Ditto - - -	- - -	Aaron Miles.
Ditto - - -	Ditto - - -	- - -	John Bryant.
Ditto - - -	Ditto - - -	- - -	George Wiltshire.
Ditto - - -	Ditto - - -	- - -	Samson Britton.
Ditto - - -	Ditto - - -	- - -	Samuel Tayler senior.
Garden and Brook - - -	Ditto - - -	- - -	Moses Hearn.
Ditto - - -	Ditto - - -	- - -	Celia Bowyer.
Ditto - - -	Ditto - - -	- - -	Samuel Tayler junior.
Ditto - - -	Ditto - - -	- - -	James Ricketts.

Parish of Yate.

Garden - - -	Frances Spencer	- - -	James Ritchings.
Ditto - - -	Ditto	- - -	James Spencer.
House, Garden, Barton, Barn, and Sheds.	Trustees of the Poor of the Yate.	- - -	Thomas Allway.
Garden Ground and Well - - -	Ditto	- - -	Ditto.
Orchard - - -	John Wadham	- - -	Alfred James.
Cottage - - -	Thomas Pearce	Charles Alsop	Void.
Garden - - -	Francis Spencer	- - -	Widow Burnell.
Arable and unfinished House	Joseph Stealey	- - -	Joseph Stealey.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Cottage, Workshop, Stable, Yard, Coal Works, and Arable.	Thomas Pearce	- - -	Stephen Bryant.
Garden	Frances Spencer	- - -	John Turner and Sarah White.
Ditto	Ditto	- - -	Samuel Coombs.
Ditto	Ditto	- - -	Charles Ranger.
Cottage	Frances Spencer and Robert Hinchcombe.	- - -	John Powell.
Cottage, Garden, and Stable	Ditto	- - -	Robert Hinchcombe.
Garden and Brook	Sir Christopher Bethell Codrington, Baronet.	- - -	Mary Pearce.
Garden	Frances Spencer	- - -	Joseph Ranger senior.
Ditto	Ditto	- - -	George Hook.
Ditto	Ditto	- - -	Thomas Pearce.
Ditto	John Hook	- - -	John Hook.
Cottage, Cowshed, and Garden.	Frederick Ricketts.	William Hooper	Thomas Griffin.
Cottage, Gardens, and Sheds	John Hook	- - -	John Hook.
Cowhouse and Sheds	William Bartellmore, Samuel Sharp Burtill, and Mary Ann his Wife.	- - -	Edward Ford.

Parish of Wickwar.

Orchard and Garden Ground	Earl Ducie	- - -	Ann Pullin.
Orchard	Ditto	- - -	John Minett.
Cottage, Garden, and Shed	Ditto	John Minett	Edward Hearn.
Orchard and Pasture	Reverend Thomas Le Quesne Jones.	- - -	Reverend Thomas Le Quesne Jones.
House, Garden, and Out-buildings.	Ditto	- - -	Ditto.
Cottage, Workshop, Garden, and Shed.	Abraham Philpotts	- - -	Abraham Philpotts.
Garden	Earl Ducie and the Reverend Thomas Roupell Everest.	- - -	Reverend Thomas Roupell Everest.
Garden, Lawn, and Pond	Ditto	- - -	Ditto.
Toolhouse, Shed, and Garden.	Ditto	- - -	John Roberts.
Cottage and Garden	Ditto	- - -	Widow Morley.
Lane and Well	Earl Ducie.	- - -	- - -
Cottage, Garden, and Pigsty	Ditto	George Comley	James Dowdin.
Ditto	Ditto	Ditto	William Somers.
Ditto	Ditto	- - -	John Lovell.
Cottage, Garden, and Yard	Ditto	Samuel Lord	William Lovell.
Cottage and Gardens	Ditto	Joseph Phillips	Joseph Tyler.
Cottage	Ditto	Ditto	Mary Pearce.
Ditto, Garden, and Brew-house.	Ditto	- - -	Thomas Watts.
Garden and Pigstye	Ditto	Jonathan White	Jonathan White.
Cottage	Ditto	Ditto	Ditto.
Ditto and Garden	Ditto	Anne Watts	William Watts.
Ditto and Gardens	Ditto	- - -	Charity Cooke, Hannah Wilkins, Rose Philpotts, and Joseph Phillips.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Garden and Shed - -	Earl Ducie - - -	- - -	Joseph Phillips.
House, Yard, Stable, Garden, and Shed.	Ditto - - -	- - -	Ditto.
Public House, Garden, and Outbuildings.	Thomas Arnold - - -	- - -	Charles Watts.
House, Offices, and Garden	William Barber - - -	- - -	Void.
Orchard and Shed - -	Ditto - - -	- - -	In hand.
Orchard - - -	Ditto - - -	- - -	William Barber.
Garden - - -	Ditto - - -	- - -	In hand.
Ditto - - -	Ditto - - -	- - -	Ditto.
Ditto - - -	Earl Ducie - - -	- - -	William Minett.
Cottage and Garden - -	Ditto - - -	- - -	Hester Philpott.
Church Path - - -	Churchwardens of the Parish of Wickwar.	- - -	
Cottage and Garden - -	William Barber - - -	- - -	John Underhill.
Ditto - - -	Ditto - - -	- - -	Void.
Cottage - - -	Ditto - - -	- - -	Void.
Garden and Brewhouse - -	Ditto - - -	- - -	William Barber.
Garden Ground - - -	G. Dubourg and Susan his Wife. - - -	- - -	Charles Watts.
Cottage, Garden, and Shed	Ditto - - -	- - -	William Jones.
Orchard - - -	Ditto - - -	- - -	Charles Watts.
Plantation and Brook - -	Ditto - - -	- - -	Ditto.
Orchard - - -	Earl Ducie - - -	- - -	Charles Davis.

COUNTY OF WILTS.

Parish of Kingswood.

Garden Ground - - -	James Robinson - - -	- - -	James Robinson.
Pasture, Occupation, Road, and Shed.	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Ditto.
Garden Ground - - -	Ditto - - -	- - -	Ditto.
Barton, Shed, and Stable - -	Ditto - - -	- - -	Ditto.

Parish of Charfield.

Farmhouse, Outbuildings, and Garden.	Earl Ducie - - -	- - -	Charles Davis.
Rick-yard - - -	Ditto - - -	- - -	Ditto.
Orchard and Brook - - -	Ditto - - -	- - -	Ditto.
Garden Ground - - -	Ditto - - -	- - -	Ditto.
Garden Ground and Brook - -	Ditto - - -	- - -	Ditto.
Garden Ground - - -	James Robinson - - -	- - -	James Robinson.
Pasture, Brake, and Brook - -	Ditto - - -	- - -	Ditto.
Nursery and Garden Ground	Ditto - - -	- - -	Ditto.
Garden Ground - - -	Ditto - - -	- - -	Ditto.
Orchard - - -	William Pullen - - -	- - -	William Pullen.
Farmhouse, Barn, Bartons, Pond, Outbuildings, and Garden.	Ditto - - -	- - -	Ditto.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Orchard - - -	William Pullen - - -	- - -	William Pullen.
Ditto - - -	Ditto - - -	- - -	Ditto.
Two Tenements, Garden, and Sheds.	Earl Ducie - - -	- - -	Thomas Coster and Mary Musty.
Orchard and Arable - - -	Joseph Powell - - -	- - -	Joseph Heaven.
Orchard - - -	Ditto - - -	- - -	Ditto.
Farmhouse, Yard, Garden, Bartons, Barns, and Out-buildings.	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Ditto.
Cottage and Garden - - -	David Selman - - -	- - -	James Young.
Cottages and Gardens - - -	William Pullin - - -	- - -	Robert Fowler and Thomas Fowler.
Cottage and Garden - - -	Thomas Tanner - - -	- - -	Ann Roberts.
Ditto - - -	Ditto - - -	- - -	Jonas Musty.
Farmhouse, Garden, Barn, and Bartons.	Sophia Doröthea Le Cainea.	- - -	William Champion.
Orchard - - -	Ditto - - -	- - -	Ditto.
Orchard and Cowshed - - -	Ditto - - -	- - -	Ditto.
Cottages and Gardens - - -	John Milsom - - -	- - -	John Milsom and Zara Earl.
Cottage and Garden - - -	John Bletchley - - -	- - -	Void.
Ditto - - -	Ditto - - -	- - -	John Ponting.
Cottages and Gardens - - -	John Ross - - -	- - -	William Pulling, and One void.
Cottage, Garden, and Sheds - - -	William Shipway - - -	- - -	William Shipway.
Ditto - - -	Luke Roberts - - -	- - -	Luke Roberts.
Cottage and Garden - - -	Job Webb - - -	- - -	James Whitworth.
Ditto - - -	Ditto - - -	- - -	Elizabeth Wells.
Ditto and Pigsties - - -	William Bodman - - -	- - -	William Bodman.
Garden Ground - - -	John Prout - - -	- - -	William Morton.
Dwelling House and Garden - - -	Samuel Long - - -	- - -	Samuel Long.
<i>Parish of Wotton-under-Edge.</i>			
Orchard - - -	John Stout Stibbs and the Trustees of the Marriage Settlement of Martha Bush.	- - -	John Adams.
Garden - - -	Ditto - - -	- - -	Ditto.
Mill-pond - - -	Ditto - - -	- - -	John Brinkworth.
Garden - - -	Ditto - - -	- - -	Ditto.
Garden - - -	Ditto - - -	- - -	Ditto.
Clothing Mill - - -	Ditto - - -	- - -	Ditto.
Cottage - - -	Ditto - - -	John Adams	Thomas Talboy.
Handle-house - - -	Ditto - - -	- - -	John Brinkworth.
Cottage - - -	Ditto - - -	- - -	James Bond.
Ditto - - -	Ditto - - -	- - -	John Brinkworth.
Drying-house - - -	Ditto - - -	- - -	Ditto.
Workshop - - -	Ditto - - -	- - -	Ditto.
Handle-house - - -	Ditto - - -	- - -	Ditto.
Cottage and Garden - - -	Ditto - - -	- - -	John Young.
Garden - - -	Ditto - - -	- - -	John Brinkworth.
Orchard - - -	Ditto - - -	- - -	John Adams.
Arable and Garden Ground - - -	Robert Poulden Humphreys.	Charles Long	John Organ.
<i>Parish of Berkeley.</i>			
Garden Ground - - -	John Organ - - -	- - -	Samuel Shipway and John Andrews.
Cottage and Garden - - -	Nathaniel Sargent - - -	- - -	Betty Peek.
Farmhouse, Garden, Barton, and Sheds - - -	Ditto - - -	- - -	Nathaniel Sargent.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Orchard - - - -	Nathaniel Sarjent - -	- - - -	Nathaniel Sarjent.
Ditto - - - -	Ditto - - - -	- - - -	Ditto.
Shed and Barton - -	Lord Segrave - - - -	- - - -	Richard Barton senior.
Pasture, Pond and Brake -	Ditto - - - -	- - - -	Ditto.
Garden - - - -	Ditto - - - -	- - - -	Thomas Selby.
Ditto - - - -	Ditto - - - -	- - - -	Henry Watts.
Cottage, Orchard, and Garden.	Ditto - - - -	- - - -	Simon Nicholls.
Orchard, Pasture, and Orchard.	George Cornock - - - -	- - - -	John Gab b.
Mill Stream - - - -	Adonijah Harris - - - -	- - - -	Daniel Cooke.
Garden Ground - - - -	Trustees of the Poor of the Parish of Stinchcombe.	- - - -	William Cornock.
Plantation - - - -	John Cornock - - - -	- - - -	John Cornock.
Ditto - - - -	Peter Deshon - - - -	- - - -	John Lawrence.
Ditto - - - -	John Cornock - - - -	- - - -	John Cornock.
Wood - - - -	George Bengough - - - -	- - - -	In hand.
Plantation - - - -	Robert John Hooper Purnell.	- - - -	Ditto.
Ditto - - - -	Ditto - - - -	- - - -	Ditto.

Parish of Leonard Stanley otherwise Stanley Saint Leonard's.

Coppice - - - -	Trustees under the Wills of the late Rebecca Holland and Amy Timbrell.	- - - -	In hand.
Ditto - - - -	Ditto - - - -	- - - -	Ditto.
Ditto - - - -	John Beard - - - -	Henry Fletcher - -	Henry Fletcher.
Arable and Withy-bed Plantation - - - -	Reverend John Price Jones - - - -	- - - -	Samuel Brown.
Garden Ground, Stable, and Barton.	John Beard - - - -	Henry Fletcher - -	Henry Fletcher.
Nursery - - - -	Ditto - - - -	Ditto - - - -	Ditto.
Orchard - - - -	Ditto - - - -	Ditto - - - -	Ditto.
Cottage - - - -	Ditto - - - -	Ditto - - - -	William Lusty junior.
Workshop - - - -	Ditto - - - -	Ditto - - - -	Henry Fletcher.
Cottage - - - -	Ditto - - - -	Ditto - - - -	Henry Griffiths.
House, Counting-house, Garden, and Shrubby.	Ditto - - - -	Ditto - - - -	Henry Fletcher.
Clothing Mills - - - -	Ditto - - - -	Ditto - - - -	Ditto.
Cottages and Gardens - -	Ditto - - - -	Ditto - - - -	Owen Benton and William Lusty senior.
Garden - - - -	Ditto - - - -	Ditto - - - -	William Lusty junior.
Ditto - - - -	Ditto - - - -	Ditto - - - -	Henry Griffiths.
Ditto - - - -	Ditto - - - -	Ditto - - - -	Thomas Stephens.
Ditto - - - -	Ditto - - - -	Ditto - - - -	Ditto.
Drying-ground, Houses, and Plantation.	Ditto - - - -	Ditto - - - -	Henry Fletcher.
Mill-pond - - - -	Ditto - - - -	Ditto - - - -	John Beard.

Parish of Cam.

Garden Ground - - - -	Lord Segrave and the Churchwardens and Overseers of the Poor of Cam.	- - - -	Thomas Cannon.
Garden - - - -	Ditto - - - -	- - - -	Samuel Greening.
Cottage and Garden - - -	Ditto - - - -	- - - -	James Till.
Garden Ground - - - -	Ditto - - - -	- - - -	Morris Workman.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Less	Occupiers.
Garden Ground - - -	Lord Segrave and the Churchwardens and Overseers of the Poor of Cam.	- - -	Herbert Greening and Thomas Greening.
Ditto - - - -	Ditto - - - -	- - -	Morris Workman.
Ditto - - - -	Ditto - - - -	- - -	George Greening.
Ditto - - - -	Lord Segrave - - -	- - -	Job Howell.
Cottage and Garden - - -	Ditto - - - -	Thomas Rose - - -	Ditto.
Cottage and Sheds - - -	Ditto - - - -	Ditto - - - -	Ditto.
Garden - - - -	Lord Segrave and the Churchwardens and Overseers of the Poor of Cam.	- - -	Thomas Malpass.
Orchard, Pasture, and Well	Edward Bloxsome - - -	- - -	William Drew.
Waste Garden Ground - - -	Lord Segrave - - - -	- - -	Void.
Cottage and Garden - - -	Robert Sparks - - - -	- - -	Thomas Sparks.
Orchard - - - -	Ditto - - - -	- - -	Ditto.
Ditto - - - -	Ditto - - - -	- - -	Ditto.
Orchard and Pasture - - -	Thomas Shakell - - -	- - -	Sidney Smith.

Parish of Slimbridge.

Orchard - - - -	Edward Bloxsome - - -	- - -	William Drew.
Garden Ground - - - -	Lord Segrave - - - -	Thomas Ind junior	George Pearce.
Ditto - - - -	Ditto - - - -	- - -	John White.
Cottage and Garden - - -	Ditto - - - -	- - -	Samuel Bullock.
Garden - - - -	Ditto - - - -	- - -	Ditto.
Pasture and Withy-bed - - -	John Marsh - - - -	- - -	John Harding.
Cottage and Garden - - -	Lord Segrave and Robert Sparkes.	- - -	Robert Sparkes.

Parish of Coaley.

Orchard and Brook - - -	Lord Segrave - - - -	- - -	Samuel Gabb.
Mill Stream - - - -	Ditto. - - - -	- - -	- - -
Garden Ground, Shed, and Brook.	Ditto - - - -	- - -	John Bick.
Orchard - - - -	Ann Underwood - - -	- - -	William Savage.
Cottage and Garden - - -	Lord Segrave and John Leonard.	- - -	Sophia Ford.
Cottages and Gardens - - -	Ann Underwood - - -	William Savage - - -	George Davis, John Bick, Daniel Griffin, William Ford, John Painter, and Elizabeth Ford.
Orchard - - - -	Lord Segrave - - - -	- - -	John Bick.
Garden - - - -	Ditto - - - -	- - -	George Hancock.
Ditto - - - -	Ditto - - - -	- - -	Sophia Ford and Elizabeth Ford.
Orchard - - - -	Elizabeth Ricketts - - -	- - -	Robert Smith.
Orchard and Pasture - - -	Ditto - - - -	- - -	Jesse Smith.
Garden and Orchard - - -	Lord Segrave - - - -	- - -	John Dangerfield.
Farmhouse, Yards, and Outbuildings.	Ditto - - - -	- - -	Ditto.
Farmhouse, Garden, Yards, and Outbuildings.	John Blatch - - - -	- - -	Joshua Smith and John Blatch.
Orchard - - - -	Ditto - - - -	- - -	Joshua Smith.
Barn, Cowpen, and Pool - - -	Lord Segrave - - - -	- - -	John Dangerfield.

Description of Property.	Owners or reputed Owne.	Lessees or reputed Lessees.	Occupiers.
<i>Parish of Frocester.</i>			
Plantations - - -	John Altham Graham	- - -	In hand.
	Clarke.		
Coppice - - -	Ditto - - -	- - -	In hand.
Orchard - - -	Ditto - - -	- - -	Eleanor Evans.
Cottages and Gardens - -	Ditto - - -	- - -	Robert Collier and William Kent.
Orchard - - -	John A. G. Clarke.	- - -	Isaac Manning Gaze.
Ditto - - -	Ditto - - -	- - -	Ditto.
Farm Buildings - - -	Ditto - - -	- - -	Ditto.
Cottage and Garden - -	Ditto - - -	John Neems - -	Henry Woodman.
Rick-yard and Shed - -	Caroline Matilda Harmer and Reverend William Mills.	- - -	John Fryer.
Barns, Barton, and Yard -	Ditto - - -	- - -	Ditto.
Orchard - - -	Hannah Ricketts - -	- - -	Hannah Ricketts.
Ditto - - -	Ditto - - -	- - -	Ditto.
Ditto - - -	Caroline Matilda Harmer and Reverend William Mills.	- - -	John Fryer.
Pasture and Brake - - -	Ditto - - -	- - -	Ditto.
Pasture - - -	Ditto - - -	- - -	Ditto.
<i>Parish of Stonehouse.</i>			
Wood - - -	Edward P. Carruthers -	- - -	William Raisher.
Orchard - - -	Ditto - - -	- - -	Ditto.
Pasture - - -	Ditto - - -	- - -	Ditto.
Cottages and Gardens - -	Henry Clarke - - -	- - -	Richard Anesty, Wil liam Harris, James Kirby, and John Rodway.
Orchard - - -	Frederick Eycoffe - -	- - -	William Werrett.
Ditto and Occupation Road	Ditto - - -	- - -	Ditto.