



ANNO SEPTIMO

GULIELMI IV. REGIS.

Cap. xxvi.

An Act to amend an Act passed in the last Session of Parliament, for making a Railway from *Birmingham* to *Gloucester*, to extend the Line of the said Railway, and to make Branches therefrom to the City of *Worcester* and the Town of *Tewkesbury*. [5th May 1837.]

WHEREAS an Act was passed in the Sixth Year of the Reign of His present Majesty, intituled *An Act for making a Railway from Birmingham to Gloucester, with a Branch therefrom*: And whereas by the said Act, after reciting that a Bill was then pending in Parliament, intituled *A Bill for making a Railway from Cheltenham and from Gloucester to join the Great Western Railway near Swindon, to be called "The Cheltenham and Great Western Union Railway," with a Branch to Cirencester*, for making a Railway between the Places aforesaid, which said Railway would be applicable between *Cheltenham* and *Gloucester* to the Purposes of the *Birmingham and Gloucester Railway Company*, it was enacted, that in case the said Bill should pass into a Law during that present Session of Parliament, then and in such Case so much of that Act as empowered the said *Birmingham and Gloucester Railway Company* to purchase Lands, and to make a Railway from a certain Field in the Parish of *Cheltenham* numbered Sixty-four in the Plans therein-before mentioned to the intended Depôt at *Gloucester*, should cease and be wholly inoperative: And whereas the said Bill, intituled *A Bill for making a Railway from Cheltenham and from Gloucester to join the Great Western Railway near Swindon, to be called "The Cheltenham and Great Western Union*

[Local.]

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Union

6 W. 4. c. 14.

6 W. 4. c. 77 *Union Railway,* with a Branch to Cirencester, passed into a Law during the said last-mentioned Session of Parliament: And whereas by the said last-mentioned Act, after reciting the said Enactment in the said *Birmingham and Gloucester Railway Act* (therein described as a Bill then pending in Parliament), and also reciting that the said Clause was inserted in the said *Birmingham and Gloucester Railway Bill* by Agreement between the said *Birmingham and Gloucester Railway Company* and the said *Cheltenham and Great Western Union Railway Company*; and also reciting, that in order to give full Effect to the said Clause, and to carry into execution the said Agreement between the said respective Companies, it was necessary and expedient to make Provisions in that Act for the Rights and Interests of the said Two several Companies in the Line delineated on the amended Plans to be deposited as therein-before provided and intended, to connect the Line of the *Birmingham and Gloucester Railway* with the Line of the *Cheltenham and Great Western Union Railway*; and also reciting, that it had been agreed between the said Companies that the Line, as laid down on the Plans to be deposited with the respective Clerks of the Peace for *Gloucester and Wilts* as therein-before provided, for the Purpose of connecting the said *Cheltenham and Great Western Union Railway* with the *Birmingham and Gloucester Railway*, should be formed by the said *Cheltenham and Great Western Union Railway Company*; but for the Purposes of the said *Birmingham and Gloucester Railway Company* it was enacted, that the said *Cheltenham and Great Western Union Railway Company* should and they were thereby required, within One Month after the Line between *Birmingham and Cheltenham* should be completed, to render to the *Birmingham and Gloucester Railway Company* an Account of all and every Sum and Sums of Money which should have been paid and expended by them in and about the Purchase of Land for and the Formation of the said Line intended to connect the said *Cheltenham and Great Western Union Railway* with the *Birmingham and Gloucester Railway*, or in any Manner incidental thereto, and should produce all necessary Vouchers in support of the said Accounts in manner therein-before mentioned, and within Three Months from the Production of the said Accounts the said *Birmingham and Gloucester Railway Company* should and they were thereby required to pay to the said *Cheltenham and Great Western Union Railway Company* all such Sums of Money as they should have so paid and expended as aforesaid, with Interest thereon at the Rate of Five Pounds *per Centum per Annum* from the respective Times when the same should have been respectively paid, whereupon the said Railway to connect the said Main Lines as aforesaid should immediately vest absolutely in the said *Birmingham and Gloucester Railway Company* in as ample a Manner and with such and the same Powers and Authorities as would have been applicable thereto if the same had been made by the said *Birmingham and Gloucester Railway Company* under and by virtue of the Bill for making the said Railway from *Birmingham to Gloucester*, if passed into a Law, and should be deemed to be a Part of the said Railway formed by the said *Birmingham and Gloucester Railway Company*: And whereas it is expedient to connect the said *Birmingham and Gloucester Railway* with the said *Cheltenham and Great Western Union Railway* in a more convenient Manner than is provided for by the said last herein-before in part recited Act, by extending the Line of the said *Birmingham and Gloucester Railway*: And whereas the making of a Branch Railway from the Main Line of the said *Birmingham and Gloucester Railway* to the City of *Worcester,*

cester, and the making of another Branch Railway from the said Main Line to the Town of *Tewkesbury*, would be of great public Advantage by affording additional, cheap, certain, and expeditious Means for the Transit of Passengers, Goods, and Merchandize from the said City of *Worcester* and the said Town of *Tewkesbury*, along the said *Birmingham* and *Gloucester* Railway: And whereas it is expedient that some of the Powers and Provisions of the said first-recited Act should be amended and enlarged; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King'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, Declarations, Provisions, Directions, Restrictions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said first-recited Act (except such of them or such Parts thereof respectively as are by this Act repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force, in respect to the Objects and Purposes of this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Declarations, Provisions, Directions, Restrictions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Powers of first recited Act extended to this Act, except as hereby altered.

II. And be it further enacted, That it shall be lawful for the said *Birmingham* and *Gloucester* Railway Company and they are hereby empowered to make and maintain the Extension Railway and Branch Railways hereinafter mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plans and described in the Books of Reference deposited with the respective Clerks of the Peace for the Counties of *Gloucester* and *Worcester* and of the City of *Worcester*; (that is to say,) an Extension Railway, commencing by a Junction with the said *Birmingham* and *Gloucester* Railway in a certain Field in the Hamlet of *Alstone* in the Parish of *Cheltenham* in the County of *Gloucester*, numbered Seventy on the Plan of the said *Birmingham* and *Gloucester* Railway deposited with the Clerk of the Peace for the said County of *Gloucester*, near to the River *Chelt* there, and terminating by a Junction with the *Cheltenham* and Great Western Union Railway in a certain Field being a Pasture and Brick Ground in the Hamlet of *Alstone* in the said Parish of *Cheltenham* and County of *Gloucester*, numbered Twenty-eight on the Plan of the said *Cheltenham* and Great Western Union Railway deposited with the Clerk of the Peace of the said County of *Gloucester*, near to the Turnpike Road there called the *Lansdown* Road; and also a Branch Railway commencing by a Junction with the said *Birmingham* and *Gloucester* Railway in a certain Field in the Hamlet of *Wadborough* in the County of *Worcester*, numbered Eighteen on the Plan of the said *Birmingham* and *Gloucester* Railway deposited with the respective Clerks of the Peace for the said County of *Worcester*, and for the said County of the City of *Worcester*, near to a Pole lately erected there called *Littleworth* Pole, and terminating at or near a certain Field adjoining the Turnpike Road leading from *Worcester* to

Power to make Extension Railway and Branch Railways to Worcester and Tewkesbury.

Crowls,

Crowle, near a Cottage there in the Occupation of *Thomas Bruton*; and also another Branch Railway, commencing by a Junction with the said *Birmingham and Gloucester Railway* in a certain Field in the Hamlet or Tithing of *Northway* and *Newton* in the Parish of *Ashchurch* in the said County of *Gloucester*, numbered Fifty-one on the Plan of the said *Birmingham and Gloucester Railway* deposited with the Clerk of the Peace for the said County of *Gloucester*, near to the Turnpike Road there leading from *Tewkesbury* to *Stowe*, and terminating at or near a certain Place called the *Quay*, in the Parish of *Tewkesbury* in the said County of *Gloucester*, near to a Public House there called the *Star*; and which said Extension Railway and Branch Railways are intended to pass from, through, or into the several Parishes, Townships, or Places of *Cheltenham*, *Alstone*, *Ashchurch*, *Northway* and *Newton*, and *Tewkesbury*, or some of them, in the said County of *Gloucester* *Saint Andrew* otherwise *Holy Cross*, *Pershore*, *Wadborough*, *Stoulton*, *Norton juxta Kempsey*, *Whittington*, *Saint Peter the Great*, and *Saint Martin*, or some of them, in the said County of *Worcester*, and *Saint Martin* and *Saint Peter*, or One of them, in the City of *Worcester* and County of the same City.

Cheltenham and Great Western Union Railway Company empowered to abandon such Parts of their Line as this Act may render unnecessary.

III. And be it further enacted, That the said *Cheltenham* and Great Western Union Railway Company shall be and they are hereby authorized to abandon such Parts of the said original Railway which by their said recited Act they are empowered to make for the Purpose of connecting the said *Cheltenham* and Great Western Union Railway with the said *Birmingham and Gloucester Railway*, as by reason of the Extension Railway by this Act authorized to be made will be rendered useless and unnecessary; and all the Powers, Authorities, Privileges, and Directions which by the said last-recited Act are given to the said *Cheltenham* and Great Western Union Railway Company for making and maintaining the said original Railway by this Act authorized to be abandoned shall, from and immediately after the making of the said Extension Railway by this Act authorized to be made, cease and determine.

Plans, Sections, and books of Reference deposited with the Clerks of the Peace to remain in their Custody.

IV. And whereas Maps or Plans and Sections, describing the Line of the said Extension Railway and the Lines of the said intended Branch Railways, and the Lands in and 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 and of the Occupiers of such Lands, have been deposited in the Offices of the several Clerks of the Peace for the Counties of *Gloucester* and *Worcester* and of the City of *Worcester*, being the Counties within which such Extension Railway and such Branches respectively are intended to be made; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference, so deposited, shall remain with and be kept by the said Clerks of the Peace respectively; and all Persons interested in any Manner in such Lands shall at all reasonable 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, having the Custody thereof the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and 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,

tion, certified by the said Clerks of the Peace or One of them, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

V. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Extension Railway and the said Branches in the Line or Course, and upon, across, under, or over the Lands delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the 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, City, or Place wherein the Matter in question shall arise (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 be kept by the Clerk of the Peace of the County within which the Matter in question shall arise, and shall be sufficient for all the Purposes of this Act.

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

VI. 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 Thirtieth Day of *November* One thousand eight hundred and thirty-six, 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, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and unless it shall be so certified in the Manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference.

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

VII. And be it further enacted, That the said Company, in making the said Extension Railway and the said Branch Railways and other Works by this Act authorized, shall have full Power to deviate from the Lines of the said Extension Railway and Branch Railways and other Works as delineated on the Maps or Plans thereof deposited with the several Clerks of the Peace as herein-before is mentioned, with such Deviations in the Section as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance in any Town than Ten Yards, or in any other Place than One hundred Yards, from the Lines so delineated on the said Plans; nor shall any such Deviation extend into the Lands 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 or Inadvertence, and unless the Fact that such Omission proceeded from Mistake or Inadvertence shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference: Provided also, that no Deviation shall be made from the Line of the said Extension Railway or Branch Railways in any Part thereof whereby in this or the said first-recited Act the said Company is expressly restricted from deviating.

Power to deviate from the Line described on the Plans to an Extent not exceeding Ten Yards in Towns, and One hundred elsewhere.

[*Local.*]

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VIII. Pro-

Restraining
the Power of
Deviation
through Mr.
Belcher's
Lands.

VIII. Provided always, and be it further enacted, That no Deviation shall be made to the Eastward of the Line of the said Extension Railway, as the same is delineated on the said Maps or Plans thereof deposited with the Clerks of the Peace above mentioned, where the said Extension Line passes through the Lands of *John Nash Belcher*, situate at *Alstone* in the Parish of *Cheltenham* in the County of *Gloucester*, but that through such Lands as aforesaid the Power of Deviation before given shall extend to the Westward only of such Line, unless by the Consent of the said *John Nash Belcher*, his Heirs or Assigns, in Writing first had and obtained.

Power to
purchase
from the Fel-
lows of Jesus
College the
Six Chimney
Farm in the
Parish of
Cheltenham.

IX. And whereas the Line of the said Railway passes over and through a Farm and Lands lying and being in the Parish of *Cheltenham* aforesaid, and called the *Six Chimney Farm*, in the respective Occupations of *James Akill* and *John Stokes*, belonging to the Principal, Fellows, and Scholars of *Jesus College* in the University of *Oxford*, of the Foundation *Queen Elizabeth*, and it is expedient that the said Company should be enabled to purchase certain Portions of the said Farm and Lands, containing by Estimation Fifty-four Acres One Rood and Twelve Perches, or thereabouts, and be required to sell so much thereof as shall not be wanted for the Purposes of the said Company; be it therefore enacted, That, notwithstanding any thing herein contained to the contrary, it shall be lawful for the said Company and they are hereby empowered to contract with the said Principal, Fellows, and Scholars to purchase and take the same; and that it shall be lawful for the said Principal, Fellows, and Scholars and they are hereby empowered to sell, surrender, and convey the same, with the Appurtenances, unto the said Company and their Successors, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purposes of making the said Railway and other Works by this Act authorized; and the said Company are hereby also empowered and required to resell so much of the Land aforesaid as shall not be wanted for the Purpose of making the said Railway.

Not to take
Lands be-
longing to
the Chelten-
ham and
Great Wes-
tern Union
Railway
Company
without
Consent.

X. And be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize the said *Gloucester* and *Birmingham* Railway Company, in making and constructing or maintaining the said Railway, to take or enter upon any of the Lands or Grounds belonging to the said *Cheltenham* and *Great Western Union Railway Company*, or to alter, vary, or interfere with the said last-mentioned Railway 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.

Communica-
tion with the
Cheltenham
and Great
Western
Union Rail-
way not to
be altered
without
Consent.

XI. Provided also, and be it further enacted, That the said Company in constructing their said Railway shall not deviate from the Line of the said Railway, or vary the Point of Junction with the *Cheltenham* and *Great Western Union Railway* in the said Parish of *Cheltenham*, where and as the same is delineated in the Plan deposited with the Clerk of the Peace for the County of *Gloucester* as aforesaid, without the Consent of the said *Cheltenham* and *Great Western Union Railway Company* under the Common Seal of the said Company, or in Writing under the Hands of any Five of the Directors of the said last-mentioned Company, first had and obtained: Provided always, that nothing herein contained shall extend
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to enable this Company to purchase or take any Lands upon the Line of the Extension Railway hereby authorized to be made for the Purpose of any Depôt or Warehouse, or for any other Purpose than the Formation of the said Extension Line of Railway hereby authorized to be made, except at the Point of Junction with the said *Cheltenham* and Great Western Union Railway, and there not to a greater Extent than One Acre, for the Purpose of a Station for taking up and setting down Passengers and Goods.

Company not to make any Depôt on the Extension Line.

XII. Provided also, and be it further enacted, That the Junction with the said *Cheltenham* and Great Western Union Railway hereby authorized to be made, and all such Openings in the Ledges or Flanches of the said *Cheltenham* and Great Western Union Railway as may be necessary or convenient for effecting such Junction, shall be made and effected under the Direction and Superintendence of the Engineer of the said *Cheltenham* and Great Western Union Railway Company, or other Person authorized by them for that Purpose, at the Expence of the said *Birmingham* and *Gloucester* Railway Company, and shall be made in such Manner as to form a convenient and safe Communication with the said *Cheltenham* and Great Western Union Railway, according to the Level upon which the same may be constructed at the said Point of Junction, and without altering or interfering with the same.

Junction to be made under the Superintendence of the Engineer of the *Cheltenham* and Great Western Union Railway Company.

XIII. And be it further enacted, That where the said Extension Railway and Branch Railways hereby authorized to be made, or either of them, shall cross any Highway or public Carriage Road, either such Highway or public Carriage Road shall be carried over the said Railway, or the said Railway shall be carried over the said Highway or public Carriage Road, by means of a Bridge of such Construction as in the said first-recited Act is mentioned, except in the Case of the public Roads in the Borough of *Tewkesbury*, which may be crossed on the Level, subject to the Proviso next herein-after mentioned.

Branches not to cross any Highway or public Carriage Road on a Level;

XIV. Provided always, and be it further enacted, That nothing in this Act contained shall permit or enable the said Company to cross any public Roads in the Borough of *Tewkesbury* aforesaid on the Level with locomotive Engines.

nor to cross Roads with locomotive Engines.

XV. And be it further enacted, That where the Level of any Road shall be altered in making the Extension Railway and Branch Railways hereby authorized to be made, the Ascent of such Road, if a Turnpike Road, shall not be more than One Foot in Thirty Feet, and if any other public Carriage Road not more than One Foot in Twenty Feet; and that a good and sufficient Fence of Four Feet high at the least shall be made on each Side of every Bridge which shall be erected in pursuance of this Act.

Regulating Ascent of Roads altered for Purposes of Railway.

XVI. And whereas by the said recited Act for making a Railway from *Birmingham* to *Gloucester*, with a Branch therefrom, it is enacted, that when any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any public Carriage Road, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such Road to the Centre of such Arch of not less than Sixteen Feet,

As to the crossing of the Holy-head Road.

Feet, and the Descent under such Bridge shall not exceed One Foot in Thirteen Feet: And whereas it may be necessary to erect a Bridge for the Purpose of carrying the said Railway from *Birmingham* to *Gloucester* over the Turnpike Road called "The *London and Holyhead*," at *Smallbeath* near *Birmingham*, and the Dimensions of Bridges over public Carriage Roads specified in the said Act will be wholly insufficient and unfit for such a Bridge as the public Convenience will require for carrying the said Railway over the said *London and Holyhead* Road; be it therefore enacted, That the said recited Clause, so far as it relates to the Turnpike Road called "The *London and Holyhead* Road," shall be henceforth repealed; and in lieu thereof it is further enacted, That Plans and Specifications of every Bridge, Tunnel, or Viaduct which it may be necessary to erect or construct for carrying any Part of the said Railway over or under the said *London and Holyhead* Turnpike Road, and of the Approaches thereto respectively, shall be submitted to the Commissioners for the Time being acting under the Authority of an Act passed in the Third and Fourth Years of the Reign of His present Majesty, intituled *An Act for transferring to the Commissioners of His Majesty's Woods and Forests several Powers now vested in the Holyhead Road Commissioners, and for discharging the last-mentioned Commissioners from the future Repairs and Maintenance of the Roads, Harbours, and Bridges now under their Care and Management*, for the Approval of the said Commissioners, previously to the Commencement of the Erection or Construction of any such Bridge, Tunnel, or Viaduct, and of the Approaches thereto respectively; and that the Width and Height of every such Bridge, Tunnel, or Viaduct, and the Mode of Construction thereof, and of the Approaches thereto respectively, shall be settled and determined by the Engineer for the Time being of the said Commissioners and by the Engineer for the Time being of the said Company, and in the event of their differing in Opinion with regard thereto, then by some Third Person to be appointed by them, whose Decision in the Matters referred to him shall be final and conclusive.

3 & 4 W. 4.
c. 43.

Company to
erect Screen
on Side of
Railway in
case of
Danger to
Passengers
on Turn-
pike Roads.

XVII. And be it further enacted, That in case the said Railway shall at any Time 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 or Persons to make Complaint thereof to any Two Justices of the Peace acting for the District where such Turnpike Road shall be, who shall summon the Clerk or Secretary for the Time being of the said Company or One of the Directors thereof 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 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 Secretary, within such Time as shall be appointed by the said Justices commence, and within such Time as shall be appointed by the said 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 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 due 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

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 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 recited Act.

XVIII. And whereas by the said first-recited Act Power is given to the Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, to lay down either upon their own Lands, or upon the Lands of other Persons, with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway: And whereas it is expedient that the said Company should be authorized and enabled to execute any Branch Railway or Branch Railways, upon the Request of any Land Owner or Land Owners, under such Terms and Restrictions as may be mutually agreed upon between them; be it therefore enacted, That the said Company may and they are hereby empowered, upon the Request in Writing of any Land Owner or Land Owners through whose Lands the said Branch Railway or Branch Railways is or are desired to be made, and with the Consent in Writing previously obtained of all and every the Owners and Occupiers of Land through which the said Branch Railway or Branch Railways respectively is or are intended to be made, to construct, make, and execute such Branch Railway or Branch Railways as aforesaid, and to enter into and carry into effect such Arrangements with respect to the said Branch Railway or Branch Railways, and the Mode of Construction thereof, or relating to the Cost and Expences which may be thereby incurred, as may be mutually agreed upon between the said Land Owner or Land Owners and the said Company: Provided always, that no such Branch Railway or Branch Railways shall be made by the said Company without the Sanction of a General or Special General Meeting of the Proprietors of the said Company: Provided also, that the said Company and the said Owner or Owners of Land as aforesaid shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch Railway or Branch Railways to be made as aforesaid.

Power to make Branch Railways with the Consent of Land Owners, and with the Sanction of Shareholders in the Company.

XIX. 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 or the said first-recited 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 Purpose of this or of the said first-recited Act, or either of them, and the Residue of such Lands; and such Apportionments 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 to be taken in pursuance of this or the said first-recited Act is directed to be settled in case of a Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the 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

Rents on Leases to be apportioned.

[*Local.*]

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Lease

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 or the said first-recited 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 or the said first-recited Act, or either of them, 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 or the said first-recited Act, or either of them, but the same shall, as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

Where Lands purchased by the Company are, jointly with other Lands not purchased, subject to Rents, Covenants, &c. the Lands not purchased to be subject to the Rents, if not apportioned, and to the Covenants, &c.

XX. And whereas the said Company have already purchased and may hereafter purchase Lands, Tenements, or Hereditaments holden, together with other Lands, Tenements, or Hereditaments 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, 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 have been or may hereafter be apportioned, and Part of such Rent or Rents may have been or may hereafter be extinguished, and the Term or other Estate and Interest of the Lessee or Lessees may have been or may be hereafter merged and extinguished; and under the Authority of the said first-recited Act and of this present Act such Proportion of the Rent or Rents payable for or in respect of the Leasehold Premises comprised in any one Lease as may not be or may have been intended to be extinguished, and the Remedies for the same, are preserved; but it is deemed advisable that the Provisions of the said first-recited Act should be extended for the Benefit of the Lessors in any such Leases, and their Representatives, and of all other Persons entitled or to become entitled to such Rents, and the Benefit of such Covenants, Provisoes, and Agreements; be it therefore enacted, That in all Cases where any Lands, Tenements, or Hereditaments have already been or shall hereafter be purchased by the said Company which were or shall be holden together with other Lands, Tenements, or Hereditaments not purchased by the said Company, under one or the same Lease, such last-mentioned Lands, Tenements, or Hereditaments shall (in case there shall 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 were, are, or shall be holden together with the Lands, Tenements, or Hereditaments 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, Tenements, or Hereditaments 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, Tenements, or Hereditaments

Hereditaments so holden by Lease as aforesaid together with other Lands, Tenements, or Hereditaments, have already been or shall hereafter be purchased by the said Company, all the Covenants, Provisoos, Conditions, and Agreements contained in any such Lease or Leases as aforesaid shall be and remain as effectual with respect to the Lands, Tenements, or Hereditaments comprised in such Lease or Leases, and not purchased by the said Company, as if the Lands, Tenements, or Hereditaments not so purchased had alone been originally comprised in such Lease or Leases; save and except that where any Rent or Rents hath or have been or shall or may be hereafter apportioned under the Authority of the said first-recited Act or of this present Act, such Covenants, Provisoos, and Agreements, so far as the same relate to the Payment or Nonpayment of Rent, shall extend only to such Proportion of Rent as shall not have been merged or extinguished; and it is hereby declared, that this present Enactment shall have a retrospective as well as a prospective Operation, and shall extend as well to the Cases of Purchases already made as to those which may hereafter be made by the said Company.

XXI. And whereas by the said first-recited Act it was enacted, that at all General and Special General Meetings held by virtue of that Act all Corporations and Persons who should have duly subscribed for or become entitled to any Shares (not exceeding Ten) in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, should have a Vote for each such Share; and all such Corporations and Persons as aforesaid as should have subscribed for or become entitled to more than Ten Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, should, over and above the Ten Votes which they would respectively have for or in respect of the first Ten Shares, have an additional Vote for every Two Shares which they should have subscribed or should have become entitled to in the said Undertaking beyond the Number of Ten Shares up to the Number of Thirty Shares, and should have an additional Vote for every Two Shares which they should have subscribed for, or should have become entitled to in the said Undertaking beyond the Number of Thirty Shares: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That so much of the said recited Provision as enacts, that at all General and Special General Meetings held by virtue of the said first-recited Act all Corporations and Persons who shall have duly subscribed for or become entitled to any Shares in the said Undertaking shall have an additional Vote for every Two Shares which they shall have subscribed for or shall have become entitled to in the said Undertaking beyond the Number of Thirty Shares, shall be and the same is hereby repealed.

Repeal of Provision as to Proprietors of more than Thirty Shares having an additional Vote for every Five Shares above that Number.

XXII. And be it further enacted, That at all General and Special General Meetings held by virtue of the said recited Act all Corporations and Persons who shall have duly subscribed for or become entitled to more than Thirty Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have an additional Vote for every Five Shares which they shall have so subscribed for or shall have become so entitled to in the said Undertaking beyond the Number of Thirty Shares.

Proprietors of more than Thirty Shares to have an additional Vote for every Five Shares above that Number.

XXIII. And

Repeal of
Provision as
to First Ge-
neral Meet-
ing to choose
Directors.

XXIII. And whereas by the said first-recited Act it was enacted, that at the first General Meeting to be held as therein-before mentioned, or at some Meeting to be held by Adjournment therefrom, Eighteen Persons who should be Proprietors and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking should be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting either personally or by Proxy; Seven at the least of which Directors so qualified should be Proprietors residing in or within Ten Miles of *Birmingham*, and Seven at the least should be Proprietors residing in or within Ten Miles of the City of *Gloucester*, and of the Directors so elected as aforesaid Six should be competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, should continue in Office and be Directors until the Half-yearly General Meeting of the said Company which would be held in the Month of *August* in the Year of our Lord One thousand eight hundred and thirty-seven, and until others should be elected in their Stead in pursuance of that Act; and the said Company at any General Meeting should have Power to fix what Remuneration should from Time to Time be allowed to the Directors of the said Company: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That the said recited Provision shall continue in operation until the General Meeting to be held in the Month of *August* next after the passing of this Act, or until some Meeting to be held by Adjournment therefrom, and no longer, and from and after that Time the same shall be and is hereby repealed.

At General
Meeting
Directors to
be appointed.

XXIV. And be it further enacted, That at the first General Meeting to be held in the Month of *August* next after the passing of this Act, or at some Meeting to be held by Adjournment therefrom, Twelve Persons who shall be Proprietors and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting either personally or by Proxy, and of the Directors so elected as aforesaid Five shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors of the said Company until the Half-yearly General Meeting of the said Company which shall be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-eight, and until others shall be elected in their Stead in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration shall from Time to Time be allowed to the Directors of the said Company: Provided also, that the future Directors of the said Company shall be unrestricted as to Places of Residence.

Repeal of
Provision as
to Directors
going out of
Office annu-
ally by Rota-
tion.

XXV. And whereas by the said first-recited Act it was also enacted, that at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-seven One Third of the Directors who should have been so elected as aforesaid (to be determined by Ballot among themselves) should go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who should be Proprietors and respectively pos-
sessed

sessed in their own Right of Ten Shares at the least in the said Undertaking should be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *August* which would be in the Year of our Lord One thousand eight hundred and thirty-eight One Half of the remaining Directors who should have been so primarily elected as aforesaid (to be determined as aforesaid) should go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *August* which would be in the Year of our Lord One thousand eight hundred and thirty-nine the remaining Directors who should have been so primarily elected as aforesaid should go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *August* in every subsequent Year One Third of the Directors who should have been longest in Office should go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; provided always, that the Places of Directors should be so supplied as that Seven at the least of the Directors for the Time being of the said Company should always consist of Proprietors residing in or within Ten Miles of *Birmingham*, and Seven at the least of Proprietors residing in or within Ten Miles of the City of *Gloucester*: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

XXVI. And be it further enacted, That at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-eight One Third of the Directors who shall have been elected as aforesaid under the Provisions of the said first-recited Act or of this Act (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company; and an equal Number of Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-nine One Half of the remaining Directors who shall have been so primarily elected under the Provisions of this Act (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and forty the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* in every subsequent Year One Third of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

Directors to go out annually by rotation.

XXVII. And whereas by the said first-recited Act it was also enacted, that when and so often as any Directors of the said Company should die, or should resign, or should become disqualified or incompetent to

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Repeal of Provision for supplying Vacancies in Direction.

act as a Director, or should cease to be a Director from any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it should be lawful for the remaining Directors, if they should think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy should be a Member of the same Board of Directors, and should continue in Office as a Director so long only as the Person in whose Place or Stead he might be elected would have been entitled to continue had he lived and remained in Office: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

For supply-
ing Vacancies
in Direction.

XXVIII. And be it further enacted, That when and so often as any Director of the said Company shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall be a Member of the same Committee or Committees, and shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

Repeal of
Provision as
to Meeting
of Directors
to chose
Committees,
and as to the
Appointment
of Sub-Com-
mittees.

XXIX. And whereas by the said first-recited Act it was also enacted, that at the first Meeting of Directors which should be held after the passing of that Act, and at the first Meeting of the Directors which should be held next after the first Appointment of Directors under the Provisions therein contained, and at the first Meeting of Directors which should be held next after the Half-yearly Meeting in the Month of *August* in each Year except the Year One thousand eight hundred and thirty-six, the Directors present at such Meeting of Directors should choose out of the Directors of the said Company Two Committees, each of which Committees should consist of Nine Directors; and the one of such Committees should be called "The *Birmingham* Committee," and the other "The *Gloucester* Committee;" and that of the *Birmingham* Committee Seven Members at the least should be Directors residing in or within Ten Miles of *Birmingham*, and the other Two Members should be unrestricted as to Place of Residence; and that of the *Gloucester* Committee Seven Members at least should be Directors residing in or within Ten Miles of *Gloucester*, and the other Two Members should be unrestricted as to Place of Residence; and such Committees respectively should have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors should from Time to Time think proper to entrust to the Care and Management of such Committees respectively (save and except the making of Calls for Money upon the Proprietors of the said Undertaking); and such Committees respectively should have Power to meet from Time to Time and to adjourn from Place to Place as they should think proper and as Occasion should require for effecting the Purposes aforesaid;

aforesaid; and all Powers and Authorities thereby vested in or which should by the said Directors be confided to any such Committee within the Intent and Meaning of that Act should and might be exercised by Five of the Members present at the respective Meetings of such Committee; and at all Meetings of the said Committee one of the Members present should be appointed Chairman, and all Questions should be determined by a Majority of the Members present; and the Chairman should be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee should have an additional or casting Vote: And whereas by the said first-recited Act it was also enacted, that it should be lawful for the said *Birmingham* Committee and *Gloucester* Committee respectively from Time to Time to nominate and appoint out of their own Body Sub-Committees, who should have full Power and Authority to do, execute, and perform all such and so many of the Matters and Things which the said Committees were thereby authorized to do, or which should be confided to them by the said Directors, as the said Committees respectively should think proper to delegate and confide to such Sub-Committees respectively; and it should be lawful for the said *Birmingham* Committee and *Gloucester* Committee respectively, by an Order or Resolution for that Purpose, to break up or dissolve any Sub-Committee which should have been appointed by them respectively, or to remove or displace any Member or Members of such Sub-Committee, and to appoint another or others in his or their Place and Stead, when and as often as such Committees respectively should think proper; and such Sub-Committees should have Power to meet from Time to Time and to adjourn from Place to Place as they should think proper, and as Occasion should require, for effecting the Purposes aforesaid; and at all Meetings of the said Sub-Committees one of the Members present should be appointed Chairman, who should be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Sub-Committee should have an additional or casting Vote: And whereas it is expedient that the said recited Provisions should be altered and amended; be it therefore enacted, That the said recited Provisions shall continue in operation, and the respective Committees and Sub-Committees appointed by virtue thereof shall continue to act, until the General Meeting to be held in the Month of *August* next after the passing of this Act, or until some Meeting to be held by Adjournment therefrom, and from and after that Time the same Provision shall be and the same is hereby repealed.

XXX. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint out of their own Body a Committee or Committees, who shall have full Power and Authority to do, execute, and perform all such Matters and Things as they the said Directors shall think proper to delegate and confide to such Committees respectively; and it shall be lawful for the said Directors by an Order or Resolution for that Purpose to break up and dissolve any Committee which shall have been appointed by them, or to remove and displace any Member or Members of such Committee, and to appoint another or others in his or their Place and Stead, when and as often as such Directors shall think proper; and such Committees respectively shall have Power to meet from Time to Time and to adjourn from Place

Directors
may appoint
Committees.

to

to Place, as they shall think proper and as Occasion shall require for effecting the Purposes aforesaid; and at all Meetings of the said Committees one of the Members present shall be appointed Chairman, who shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote.

Repeal of Provision as to General Meetings for choosing Directors.

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

General Meetings for choosing Directors to consist of Persons possessed of at least 1,000 Shares.

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

Recital of Clause directing Company to keep a separate Account of the Tolls.

XXXIII. And whereas by the said first-recited Act it was enacted, that in all Cases in which the said Company should carry for their own Profit any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account should be duly kept, showing the Amount of Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals, Goods, Wares, Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and that

that the said Company should also keep a separate Account of the Amount of the Rates or Tolls which should from Time to Time be received by the said Company for the Use of the said Railway in respect of any Passengers, Cattle, and other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, carried by any other Party or Parties; and that the Overseers of the Poor of the several Parishes and Townships through which the said Railway should pass should have free Access to and Liberty to inspect the same at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year: And whereas it is expedient by means of a sufficient Penalty to ensure the keeping and Inspection of such Accounts; be it further enacted, That if the said Company shall neglect or refuse to keep such Accounts, or to permit such Inspection as aforesaid, they shall forfeit and pay for every such Neglect or Refusal the Sum of Three hundred Pounds, and the further Sum of Fifty Pounds for every Day during which such Neglect or Refusal may continue.

Penalty for not keeping such Account, and permitting Inspection thereof.

XXXIV. And whereas by the said first-recited Act it is enacted, that the Person or Corporation for the Time being in the Possession or in the Receipt of the Rents and Profits of any Lands should, for the Purposes of the said first-recited Act, be enabled to contract for, sell, and convey the same to the said Company, and to agree for the Amount of any Compensation for any Damage, Loss, or Inconvenience to be sustained by reason of the Execution of the said first-recited Act; and that every Contract, Sale, Conveyance, or Agreement, whether thereafter made with or to the said Company by any such Person or Corporation, should be valid and effectual; and that in every Case in which the Amount of the Price of any Lands or of any Compensation should be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands in manner provided by the said first-recited Act, such Payment, and every Contract or Agreement in pursuance whereof it was made, should be good to all Intents and Purposes, and the said Company should not be bound to see to the Application thereof, provided that such Agreement be made *bond fide*, and without any Fraud or Collusion between the said Company and the Party contracting; be it enacted, That the said recited Provision shall be and the same is hereby repealed; and the said first-recited Act shall be deemed, construed, and taken, and all Contracts, Sales, Conveyances, and Agreements, and Payments of Purchase and Compensation Money under and by virtue of the said first-recited Act, shall have such and the same Effect as if the said recited Provision had not formed Part of or been inserted in the said Act.

Provision contained in first-recited Act, enabling Persons in Possession to sell Lands, repealed.

XXXV. 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 Interest; be it therefore enacted, That, notwithstanding any thing in this or the said first-recited Act contained, it shall be lawful for the said *Birmingham* 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

Company empowered to contract with other Railway Companies.

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panies are hereby empowered to make and enter into), either for the Division or Apportionment of Tolls or Rates, or for the Passage over or along the Railway by this and the said first-recited Act authorized to be made of any Engines or Carriages of or belonging to any other Railway Company or other Person, 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 or Carriages which shall belong to the said *Birmingham and Gloucester* Railway Company, or which shall pass over or along their Line of Railway, upon the Payment of such Tolls or Rates, 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 any such Contract may contain such Covenants, Clauses, Provisoes, 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 respectively authorized and entitled to have, demand, recover, or receive 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 Tolls, Rates, 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 Tolls or Rates 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 Toll or Rate 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.

As to the Formation of the Railway between Rodborough and Worcester.

XXXVI. And whereas a Bill is now pending in Parliament for making a Railway from the *Birmingham and Gloucester* Railway near *Worcester* to the Grand Junction Railway near *Wolverhampton*, with Branches therefrom, to be called "The Grand Connexion Railway": And whereas, in case the Bill for making the said Grand Connexion Railway shall pass into a Law, the Branch Line of the *Birmingham and Gloucester* Railway Company from *Worcester* to the Hamlet of *Wadborough*, hereby authorized to be made, will not be required; be it therefore enacted, That if the said Grand Connexion Railway Bill shall pass into a Law during this present Session of Parliament, authorizing the Formation of that Part of their Line lying between the Hamlet of *Wadborough* and *Worcester*, then and in such Case so much of this Act as empowers the said *Birmingham and Gloucester* Railway Company to purchase Lands and to make a Railway from the Hamlet of *Wadborough* in *Worcester* aforesaid shall cease and be wholly inoperative.

For defraying the Costs of this Act.

XXXVII. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any way

way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised and received, or out of the first Money to be raised or received by virtue of the said first-recited Act or this Act, in preference to any other Payment whatsoever.

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

The SCHEDULE to which the foregoing Act refers.

WORCESTER BRANCH.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
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The Parish of Stoulton in the County of Worcester.

7a	Orchard - -	The Right Honourable Somers.	- - -	Thomas Matthews.
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The Parish of Norton juxta Kempsey in the County of Worcester.

1	Pasture Land and Orchard.	Thomas Hook	- - -	Thomas Hook.
4	Pasture Land and Orchard.	Benjamin Hook	- - -	Benjamin Hook.
9a	Cottage and Garden	Philip Brewer	- - -	Philip Brewer.
9	Cottage and Garden	Bishop of Worcester	Benjamin Hook	Thomas Farley and John Hemming.
11	Pasture Land and Orchard.	Benjamin Hook	- - -	Benjamin Hook.
12	House and Garden	John Walker	- - -	Mary Checketts.
13	Pasture Land and Orchard.	Benjamin Hook	- - -	Susanna Stanton.
15	House, Buildings, and Garden.	Benjamin Hook	- - -	Susanna Stanton.
16	Pasture Land and Orchard.	Benjamin Hook	- - -	Susanna Stanton.
17	Orchard and Buildings	Edward Isaac	- - -	John Palmer.
18	Two Cottages, Buildings, and Gardens.	Edward Isaac	- - -	Samuel Sutor and John Palmer.
19	Cottage and Garden	Edward Isaac	- - -	Joseph Young.

That Part of the Parish of Saint Peter the Great which is in the County of Worcester.

8	Orchard and Pasture Land.	Sir John Sebright, Baronet.	- - -	William Coney.
21	House and Garden	Sir John Sebright, Baronet.	Thomas Wilkes	William Green.
23	The Sebright Arms Inn	Sir John Sebright, Baronet.	John Curnock	John Curnock.
24	Cottage and Garden	Sir John Sebright, Baronet.	John Chambers	John Chambers.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
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That Part of the Parish of Saint Martin which is within the New Parliamentary Boundary of the City or Borough of Worcester, or in the County of Worcester.

1 a	Nine Cottages and Garden	John Knapp, a Minor, or Charles Bedford and William Bingle, his Trustees or Guardians, or some one of them.	-	-	Samuel Woodward. Edward Jaques. Thomas Crowfoot. George Pastridge. Thomas Jeynes. Thomas Vernon. John Emerton. George Cartor. Fanny Smith.
1 b	Four Cottages and Garden	John Jackson	-	-	Edward Rea. Charles Rea. Stephen Silvester. Elizabeth Burton.
1 c	Four Cottages and Gardens	William Bingle	-	-	William Bingle. Ann Palfrey. John Roberts. William Marsh.
1 d	Four Cottages and Gardens	William Martin	-	-	Sarah Priest. — Munn. — Brimmell.
5	Pasture Land and Shed	Christ Church College, Oxford.	John Nash	-	John Cooke.
9	Cottage and Garden	Christ Church College, Oxford.	John Nash	-	James Bunn.
10	Pasture Land and Shed	Christ Church College, Oxford.	John Nash	-	James Grove.
12	Pasture Land and Shed	Christ Church College, Oxford.	William Mence	-	George Sneyd.
13	Pasture Land and Shed	Christ Church College, Oxford.	Samuel Brampton.	-	William Henry Hicks.
14	Pasture Land and Shed	Christ Church College, Oxford.	James Woakes	-	Thomas Hayes and William Ballinger.
16	Two Cottages and Gardens.	Christ Church College, Oxford.	James Woakes	-	Henry Hickes.
19	Meadow Land and Shed	Christ Church College, Oxford.	Jane Jones	-	Thomas Bruton.
21	Cottage and Garden	Christ Church College, Oxford.	Jane Jones	-	Thomas Bruton.

TEWKESBURY BRANCH.

Hamlet or Ty'hing of Northway and Newton in the Parish of Ashchurch in the County of Gloucester.

10	House, Garden, Out-houses, &c.	John Packer	-	-	-	Richard Barnes.
9	House, Garden, Out-house, and Orchard.	Thomas Gannaway	-	-	-	Thomas Gannaway.
7	Pasture Land and Out-houses.	William Seale Evans	-	-	-	Thomas Holt.

[Local.]

10 H

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
<i>Parish of Tewkesbury in the County of Gloucester.</i>				
81	Garden - -	Ann Papwell Smith -	- -	John Ancill. George Green. John Gaddes. Henry Davis. John Spurrier. Charles Edward Chandler. Thomas Wass. Thomas Harris, Reverend Henry Welsford. Thomas Oldland. Thomas Williams. Charles Chandler. William Morse.
80	Garden - -	John Clarke - -	- -	James Organ.
79	Garden - -	Esther Hartlebury -	- -	Ferdinand Wright.
78	House, Shop, and Garden	Michael Procter and Elizabeth Procter.	- -	Francis Chapman.
76	Garden - -	Margaret Holland -	- -	John Scott.
75	Garden - -	Margaret Holland -	- -	Thomas Baylis.
74	House, Garden, and Out- house.	Thomas Baylis -	- -	
73	House and Garden -	Charles Reynolds Wilkes.	- -	Elizabeth Jones and Charles Reynolds Wilkes.
72	House and Garden -	Charles Reynolds Wilkes.	- -	John Fincher.
71	Garden - -	Joseph Smith -	- -	Joseph Smith.
70	Garden, Yard, Sheds, and Outbuildings.	Charles Banaster -	- -	Charles Banaster.
69	House, Outbuildings, and Garden.	Robert Warder -	- -	John Howell and John Hyde.
68	House, Outbuildings, and Garden.	Henry Matthey -	- -	Henry Matthey.
64	Garden and Pigstyes -	Trustees of the late James Law.	- -	Joseph Fryzer and others.
62	House - -	William Potter -	- -	John Timms.
61	House - -	William Fletcher -	- -	William Crump.
60	Stable - -	John Alexander Gre- gory.	- -	Richard Goddard.
59	House - -	John Alexander Gre- gory.	- -	Joseph Need.
58	House, Outbuildings, and Premises.	William Fletcher -	- -	William Fletcher and William Walter Fletcher.
57	House, Outbuildings, and Premises.	William Potter -	- -	John Timms.
56	House, Yard, Stable, Coach-house, Garden, Slaughter-house, and Premises.	William Dobbins -	- -	Benjamin Dobbins.
55	House, Malthouse, Out- buildings, and Premises.	John Alexander Gre- gory.	- -	Mary Gardner and James Agg Gard- ner.
54	House, Stables, Yards, Outbuildings, and Pre- mises.	Trustees of the late James Law.	- -	Joseph Fryzer.
52	House - -	Joseph Smith -	- -	Joseph Smith.
51	House - -	Joseph Smith -	- -	Samuel Bishop.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
50	House and Stable	William Moore	- - -	William Matthews.
49	House and Stable	William Moore	- - -	William Matthews.
48	House	Henry Insall, Trustee of the late William Jordan.	- - -	John Scott.
47	Warehouse	Henry Insall, Trustee of the late William Jordan.	- - -	John Scott.
46	Malthouse	Henry Insall, Trustee of the late William Jordan.	- - -	Joseph Smith.
45	House, Yard, and Stable	William Hawkley	- - -	William Hawkley junior.
44	House and Yard	Thomas Merrett	- - -	William Browett.
43	House and Yard	Thomas Merrett	- - -	William Browett.
42	House	Joseph Smith	- - -	Charles Halling.
41	House	John Evans	- - -	Reuben Clifton.
40	House	William Potter and Thomas Whithorn, Trustees of the late James Kingsbury.	- - -	James M'William.
39	House, Warehouse, and Garden.	William Potter and Thomas Whithorn, Trustees of the late James Kingsbury.	- - -	William Bridges.
38	House	Michael Procter	- - -	William Procter.
37	House	Michael Procter	- - -	Robert Dixon.
36	Malthouse	Michael Procter	- - -	William Procter.
35	House	Michael Procter	- - -	Void.
34	House	Michael Procter	- - -	Void.
33	House	Trustees of the late William Hughes.	- - -	Thomas Hawker.
32	House	Trustees of the late Richard Harris.	- - -	John Rice.
31	House	Captain William Rayer	- - -	James Woodward.
30	House	Trustees of the late John Phillips, Esquire.	- - -	Void.
29	Stable	James Martin	- - -	William Browitt.
28	Stable	James Martin	- - -	William Browitt.
27	Stable	Michael Procter	- - -	James M'William.
26	House	Michael Procter	- - -	Benjamin Ricketts.
25	Stable	Michael Procter	- - -	William Browitt.
24	Coachhouse and Stable	Michael Procter	- - -	William Procter and William Browett.
21	Key Bridge and Toll House.	Trustees of Key Bridge.	- - -	William Browett.
18	Warehouse	John Moore	- - -	Michael Procter.
17	Counting-house	Thomas Brookes	- - -	Humphrey Brown, Joseph William Judd, and William Lloyd Chandler.
16	House	Thomas Brookes	- - -	Charles Bathurst.
14	Counting-house, Warehouses, and Yard.	Thomas Brookes	- - -	Thomas Brookes, Thomas Fluck, Joseph Biddle, and Thomas Orme.
13	House	Lindsey Winterbotham	- - -	Samuel Townley.
12	House	Lindsey Winterbotham	- - -	Benjamin Rice.
11	House	Lindsey Winterbotham	- - -	Philip James.
10	Warehouse and Counting-house.	Lindsey Winterbotham	- - -	William Rice.

N ^o . on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
9	House - - -	Thomas Brookes -	Richard Rice -	John Heming.
8	House - - -	Thomas Brookes -	- - -	Charles Townley.
7	Yard and Stable - -	Thomas Brookes -	- - -	Thomas Brookes.
5 and 6	House and Warehouse -	Nathaniel Lloyd -	- - -	Richard Rice.
4	House and Stable -	Joseph Glover -	- - -	Joseph Glover.

CHELTENHAM EXTENSION LINE.

Hamlet or Tything of Alstone in the Parish of Cheltenham in the County of Gloucester.

24	Orchard - - -	Representatives of the late Henry Butt.	- - -	Representatives of the late Henry Butt.
23	Farmhouse and Buildings.	Representatives of the late Henry Butt.	- - -	Representatives of the late Henry Butt.
21	Outbuildings - - -	Richard Roy - - -	- - -	Thomas Cooke.
20	House, Outbuildings, and Garden.	Robert Long - - -	- - -	Robert Long.
19	House, Outbuildings, and Garden.	William Gibbins - - -	- - -	John Davis.
18	House, Outbuildings, and Garden.	William Long - - -	- - -	William Long.
17	House, Outbuildings, and Yard.	Richard Roy - - -	- - -	Richard Roy.
16	House and Garden -	Hannah Snelus - - -	- - -	Hannah Snelus.
15	Orchard - - -	Richard Roy - - -	- - -	Richard Roy.
14	Orchard - - -	Richard Roy - - -	Michael Bricknell	William Hawkins.
13	House and Garden -	Thomas Tale - - -	- - -	Thomas Tale.
12	Cottage and Garden -	Benjamin Hartless and John Dovey.	- - -	Benjamin Hartless.
5a	Toll House and Garden -	The Cheltenham and Gloucester Tramway Company.	- - -	Thomas Roberts.
1	Cottage, Brickfield, and Arable Land.	Richard Roy - - -	- - -	John Harper, James Franklin, and William Wells.

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