



ANNO SEXTO

GULIELMI IV. REGIS.

Cap. xxxvi.

An Act for making a Railway from *Bristol* to *Exeter*, with Branches to the Towns of *Bridgwater* in the County of *Somerset* and *Tiverton* in the County of *Devon*. [19th May 1836.]

WHEREAS the making a Railway from *Bristol* to *Exeter*, with Branch Railways therefrom to *Bridgewater* in the County of *Somerset* and *Tiverton* in the County of *Devon*, would be of great public Advantage, not only by opening an additional, certain, and expeditious Communication between the Cities and Towns aforesaid and the intermediate and adjacent Places, but also by forming a continued Line of Railway, by means of the Great Western Railway, between the Metropolis and the County of *Devon*, and be the Means of facilitating still further Railway Communications with the extreme South-western Parts of *England*: And whereas the King's most Excellent Majesty is entitled to certain Lands upon the Line of the proposed Railway: And whereas the several Persons herein-after named are willing at their own Expence to carry into execution the before-mentioned Undertaking; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That *William Arundell, Frederick Axford, Henry Axford, Samuel Alexander junior, Joseph Frankell Alexander, Abraham Alexander, William Woolfe Alexander,*

Proprietors
incorporated.

[Local.]

14 L

William

William Aldridge, Moses Abraham, Charles Ainger, George Andrewes, James Brown, William Browne of Bristol, John Browne, Richard Ball, Robert Beadon, George Bush junior, Arthur Biggs, Charles Edward Bernard junior, William Baker, Fulke Tovey Barnard, James Bousher, Samuel Bryant, William M'Leod Bannatyne, John Barratt, George Browne, William Browne of Bridgewater, James Bull, Samuel Browne, James Bunter, William Beadon, John Badcock, Edwards Beadon, Richard Ball, Charles Brand, William Baynton, James Brown junior, William Rhodes Bernard, John Braham, Henry Crane Brice Clerk, James Briggs, William Segar Bastard, William Brampton Burne, Richard Bastard, John Beady Beck, John Butler, John Baker, Lancelot Beck, John Bradley, Walter Crawfuird Bernard, John Beddoe, John Bangley, Richard Bligh, William Bushell, John Beames, John Bevan, Richard Boley, Peter Butler, James Baker, Benjamin Bozley, Robert Bayley, William Bastard, William Bevan, John Busvine, William Done Bushell, Robert Bright, Henry Bush, John Beadon, John Bell, Henry Benwell Clerk, John Brothers, George Boucher, George Bishop, Christopher Vickery Bridgman, Thomas Carlisle, Edward Clark, Henry Clark, Edward Culliford, Edward Martin Cole, James Culverwell, John Cockram, Thomas Charles Cornish, Robert Podmore Clarke, John Cross, Robert Castle, John Chilcott, Michael Hinton Castle, Thomas Clark, Jacob Crook, Thomas Cross, Alexander Speers Corrick, John Crawford, John Cheesewright, William Coulsting, James Charlton, Edward Castleman, Jacob Joggett Champante, Thomas Cruttwell, William Cole Cole, George Caunter, Charles Castleman, William Constance, Raymond Cripps, Edward Clifton Carne, Robert Currey, Henry Cox, Hugh Herbert Downman, John Daniell, Joseph Hurle Day, Thomas Dennison, Thomas Drake junior, John Daniell, George Davy, W Davis, Silas Dibsdall, Robert Dymond, William Davies, David Davies, James William Davies, Henry Druitt, David Derry, Thomas Hutchings England, George Edwards, Thomas Edwards, William Escott, Abraham Evans, James Ellery, George Downing Fripp, Zephaniah Fry, Richard Ferris, John Fisher, William Fedden, John Fryer, Edward Farmer, Olcher Fedden, William Fletcher, Thomas Fyson, Henry Fyson, James Norroway Franklyn, George Woodroffe Franklyn, Edward Bowles Fripp, Charles Bowles Fripp, Robert Fiske, Francis Fry, William Freestone, John Fothergill, Henry Fothergill, Sylvanus Fox, Samuel Fox, Sarah Fox, Edward Fox, Charles Fox, Henry Fox, Dorothy Fox, Dorothy Fox junior, Isaac Fryer, Francis Falkner, Henry Farr, William Fleming, George Fox, Charles Fraser, James Foster, Thomas Friend, James Fussell, Thomas Fussell, William Orchard Gwyer, James Gibbs, Sarah Guppy, James Gilpin, Joseph Gwyer, Frederick William Green, Henry Gingell, Amos Greenlade, Thomas Garrard, Thomas Evans Grindon, William James Goodeve, Edmund Gwyer, Sarah Gulley, Harriett Gibbs, Joseph Baker Grindon, Thomas Richard Guppy, Thomas Revel Guest, James Gill, John Gardiner, Henry Hatley Grounds, James Adam Gordon, William Foster Geach, Richard Gaunton, Thomas Gill, Henry Gingell, Mary Guppy, James Gilpin, William Gillett, William Gover Gray, Philip Gowan, Frederick C Grellet, James Golsworthy, Henry Gervis, Daniel Wait Hall, Charles Hare, John Hare junior, Webb Horwood, William Hughes, John Howe, John Hull junior, John Harford, Frederick Horatio Halpen, James Harford, Ann Hull, Richard Hall, William Howe,

Howe, Elizabeth Hull, Euphemia Hull, Anthony Hensler, George John Hutchings, Charles Hodges, George Pullin Hinton, Thomas Holmes, Charles Peter Brandstrom Howell, Edward Harley junior, Archelaus Hodges, Edward Hutchins, Thomas Hawkes, John Hare, Vere Hare, Charles Harman, Thomas Horsey, William Hanham, Henry Harford, James Hammet, John Haddy, James Horsefall, Charles Hickes, George Harford, William Hollister, Thomas Hyett, William Ogle Hunt, Seraphim Hooker, Alexander Hamilton Hamilton, James Houstoun, Charles Heard, Thomas Hart, Anthony Huxtable, William Day Horsey, John William Hamilton, Thomas Heathcock, John Aptin Howe, Alexander Henry, Walter Foggo Ireland, Thomas Eden Jones, Edward Jones, Hugh Jones, Philip Ingram, William Ingram, Henry Brown Jordan, H Jackson, Susannah Ingram, Stephen Jarrett, William Johnson, William Singer Jacques, George Jones, Samuel Johnson, Thomas Henry Inman, Henry James, William Knowles, William Kingdon, Samuel Kingdon, William Kennaway, William King John Kibvert, Thomas Kingsbury, Joseph Hingston, William Lee of Bristol, Samuel Lucas, Thomas Lucas, Solomon Levy, Richard Ayrton Lee, John Little, Robert Leonard, John Edgcomb Lavars, Odiarne Coates Lane, Samuel Lang, Joseph Lane, Thomas Lang, William Henry Land, David Llewelin, William Lancaster, John Lee, John Lawrence, James Law, Peter Llewellyn, Samuel Wilfred Lucas, George La Touche, Joseph Goodall Lansdown, Henry Liddon, Henry James Leigh, Bartrum Little, William Lord, John Lang, Thomas Lawrence junior, William Lee of Exeter, William Morgan of Bristol, William Morgan of Clevedon, John Moore, John Mereweather, Samuel Mereweather, James Martin, William Morcom, Frederick Mullett Manning, Thomas Merrick, J Mealing, John Jenner Mogg, William Ford Mogg, Thomas Gadd Matthews, John Moxham, William Henry Mogg, Robert Suter May, William Mills, William Mallard, James Moore, James Marmont, John Morgan, Eliza Morgan, Ann Morgan, John Matthews, Thomas Mate, Alfred Marriott, Martin Charles Maher, Henry John Mant, Charles Marshall, Henry Mant, George Moger, George Moger junior, Patrick Miller Doctor of Medicine, George Mines, William Mayne, Edward William Mills, Edward Murch, Richard Moxham, Jeremiah Osborne, Robert Osborne, William Purnell, John Price, James Prosser, William Player, Matthew Perkins, William Poole, Benjamin Purnell, William Pedder, Benjamin Poole, James Powell, Thomas Powell, William B Peck, George Frederick Peters, Benjamin Purnell junior, Peter Payne, Hanbury Pargeter, Richard Paterson, Robert Prance, Charles Reed, Thomas Rees, John Rogers, Frederick Ricketts, Isaac Riddle, William Rumsey, Samuel Rennolds, William Lury Riddle, Henry Riley Doctor of Medicine, John Rice, George Reynolds, John Robson, William Rogers, Jacob Ricketts, Alfred Ricketts, Thomas Reynolds, Edward Roberts, Richard Ricketts, William Ringer, Thomas Rowley, Jonathan Ramsey, Henry Robinson, Frederick Renard, James Burton Rayner, Charles Savery, J H Stockfish, William Henry Somerton, John Spencer, Opie Staite, Daniel Stanton, Francis Smith, Abraham Snell, Harriett Sutton, Thomas Browning Smith, Robert Steger, Henry Willis Shew, William Browning Smith, Thomas Stiff, John Street, George Shapland, William Surrage, James Skinner, Thomas Lyddon Surrage, George Sharland, Benjamin Silcox, John Stokes, John Stafford, John Smith, John Swallow,

Swallow, John Stothert, John Stringfield, Samuel George Sloman, John Sawyer, Frederick William Stanton, Brooke Smith, John Spencer (Oakhill), Charles Alexander Saunders, Robert Scott, George Thomas, William Tovey, Charles Taylor, Thomas Terrett Taylor, John Taylor, James Taylor Clerk, Anthony Thomas, James Tratman, John Thomas, William Hickes Townsend, William Tothill, Joseph Thompson, Richard Turle, Mary Ann Turle, John Tonar, John Tyrrell, John Titterton, William Temple, Henry Richard Treherne, William Thompson, Phillip William Vaughan, J W Upham, Joseph Vickery, William Vining, James Verney, Guillaum Louisane Verriere, John Vining, George Upton, Samuel Waring, William Day Wills, Jacob Watts, William Watson, Rowland Hyde Withers, J Williams, William Stitt Wilson, George Wallis, John Withy, James Wason junior, Elizabeth Westcott, William Hopton Wyld, John Hopton Wyld, John Wansbrough, Richard Warr, George Wills, George Wright, Charles Beck Widgery, George Woolley, John Kemp Welch, Richard Brickdale Ward, Emanuel Wait, Henry White, Jonah Smith Wells, Jonah Smith Wells junior, John Woolley, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and Branch Railways and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The Bristol and Exeter Railway Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands for the Use and Benefit of the said Undertaking without incurring any Penalties or Forfeitures, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Rules for the Interpretation of this Act.

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

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding the Sum,

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of One million five hundred thousand Pounds, the whole to be divided into Shares of One hundred Pounds each; and such Shares shall be numbered, beginning with Number One, in arithmetical Progression,

Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Persons and Corporations, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and receive in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act.

of 1,500,000*l.*
to be divided
into Shares of
100*l.* each.

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

Application
of Money to
be raised.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway and Branch Railways herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plan and described in the Book of Reference deposited with the respective Clerks of the Peace for the Counties of *Somerset* and *Devon*, and for the City and County of the City of *Bristol*, and the City and County of the City of *Exeter*, save as herein-after mentioned; that is to say, commencing by a Junction with the Great Western Railway in a certain Field called *Temple Mead*, in the Parish of *Temple* otherwise *Holy Cross* in the City and County of the City of *Bristol*, passing from, through, or into the several Parishes of *Temple* otherwise *Holy Cross* in the City and County of the City of *Bristol*, *Bedminster*, *Long Ashton*, *Flax Bourton*, *Backwell*, *Nailsea*, *Chelvey*, *Brockley*, *Yatton*, *Congresbury*, *Banwell*, *Worle*, *Kewstoke*, *Locking*, *Hutton*, *Bleadon*, *Uphill*, *Lympsham*, *South Brent*, *Burnham*, *Huntspill*, *Pawlet*, *Puritan*, *Chilton*, *Bridgwater*, *Wembdon*, *North Petherton*, *Durston*, *Lyng*, *Creech*, *Saint Michael*, *West Monckton*, *Cheddon Fitzpaine*, *Taunton Saint James*, *Staplegrave*, *Norton Fitzwarren*, *Bishop's Hull*, *Bradford*, *Hillfarance*, *East Nynehead*, *West Buckland*, *Wellington*, *Sampford Arundell*, or some of them, in the County of *Somerset*; *Culmstock*, *Holcombe Rogus*, *Burlescombe*, *Sampford Peverel*, *Halberton*, *Willand*, *Collumpton*, *Bradninch*, *Broad Clist*, *Silverton Rew*, *Stoke Canon*, and *Brampford Speke*, or some of them, in the County of *Devon*; *Saint David*, partly in the County of *Devon* and partly in the City and County of the City of *Exeter*; *Saint Edmund*, *Saint Mary Steps*, or one of them, in the City and County of the City of *Exeter*; *Saint Thomas the Apostle* in the County of *Devon*; and terminating at or near the City of *Exeter* in certain Meadows situate on the South-western

Company
empowered
to make Rail-
way.

Side of the new Basin and Wharfs in the Parish of *Saint Thomas the Apostle* in the County of *Devon*, and adjoining the said Basin and Wharfs; and also a Branch Railway from and out of the said last-mentioned Railway, commencing in the Parish of *Bridgwater* in the County of *Somerset*, and terminating in the said Parish of *Bridgwater*; and also another Branch Railway from and out of the said first-mentioned Railway, commencing in the Parish of *Halberton* in the County of *Devon*, and terminating in the Parish of *Tiverton* in the said County.

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

VI. And whereas Maps or Plans and Sections describing the Line of the said Railway and the Lands upon or through which the said Railway is intended to be carried or made, together with Books of Reference thereto containing Lists of the Names of the Owners or reputed Owners and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the Counties of *Somerset* and *Devon*, and for the City and County of the City of *Bristol*, and the City and County of the City of *Exeter*; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference so deposited shall remain with and be kept by the said Clerks of the Peace respectively; and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections, and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan, Section, or Book of Reference so inspected or referred to may be for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, 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.

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

VII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course, and upon, 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 Dispute about the same), and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties and Cities, as the Case may require.

Power to take Lands, &c.

VIII. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act the said Company, their Agents and Workmen, and all other Persons by them authorized, are hereby empowered to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such

Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein, or otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to make or construct in, upon, across, under, or over the said Railway or other Works, or in, upon, across, under, or over any Lands, Streets, Hills, Vallies, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aque-ducts, Bridges, whether temporary or permanent, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery, Apparatus, and other Works and Conveniences as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses as may be necessary for constructing and maintaining Tunnels, Bridges, whether temporary or permanent, or Passages, over or under the same, and also to divert or alter the Course of any Rivers or Streams of Water, Roads or Ways, or to raise or sink any such Rivers or Streams, Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway, and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway for the Purpose of conveying Water from or to the said Railway; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and to do and execute all other Matters and Things necessary or convenient for making, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction in manner herein-after mentioned to all Persons and Corporations interested in any Lands which shall be taken, used, or injured for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

IX. And whereas the said Railway is intended to be formed in or on a Part of the Pleasure Grounds and Orchard belonging to the Vicarage House of the Vicarage of *Creech Saint Michael* at a considerable Elevation above the present Surface of the Land, by means of which such Vicarage House will be completely destroyed as a Residence for the Vicar of such Vicarage, and the said Railway is also intended to pass through a Plot of Meadow Land held therewith, estimated to contain Four Acres and a Half

Company to
take Vicarage
House of
Creech St.
Michael.

or thereabout, which will be completely intersected and severed thereby; be it therefore enacted, That the said Company shall not be at liberty to purchase any Part of the said Glebe of the said Vicarage of *Creech Saint Michael* without purchasing the Vicarage House, Offices, and Outbuildings, and the whole of the Pleasure Grounds and Orchard, and the said Plot of Meadow Land belonging thereto or held therewith; and that the Whole or any Part of the Compensation to be payable to the Vicar for the Time being of the said Parish of *Creech Saint Michael* for or in respect of such Vicarage House, Offices, Outbuildings, Pleasure Grounds, Orchard, and Meadow Land as may be taken from such Vicarage for the Purposes of this Act may, on Petition to the Court of Exchequer by the Vicar and Patron for the Time being of that Vicarage, and with the Consent of the Ordinary for the Time being of the Diocese, be laid out and disposed of for all or any of the Purposes next herein-after mentioned; (that is to say,) in purchasing other Lands in the said Parish of *Creech Saint Michael* to be annexed to the Glebe of the said Vicarage, in purchasing or in enlarging or otherwise rendering any House in the said Parish fit for a Vicarage House, or in erecting a new Vicarage House on any Lands being now or being at that Time by Purchase as aforesaid Part of the Glebe of the said Vicarage of *Creech Saint Michael*, and also suitable Outbuildings and Offices and Garden Walls to the said Vicarage House, to be approved of by the Vicar, Patron, and Ordinary for the Time being of the same Vicarage; and no Part of the said Vicarage House, Offices, Outbuildings, Pleasure Ground, Orchard, and Meadow Land herein-before stipulated to be purchased by the said Company shall be taken possession of by them within the Term of Two Years from the Time of passing this Act unless another Vicarage House, with suitable Outbuildings and Offices, shall in the meantime, by Purchase or other the Means herein-before mentioned, have been provided for the Occupation of the Vicar for the Time being; and the said House, Offices, Outbuildings, Pleasure Grounds, Orchard, and Meadow Land, Part of the Vicarage of *Creech Saint Michael*, to be so purchased or acquired by the said Company, and not wanted for the Purposes of this Act, shall be sold by the said Company under and subject to the Provisions and Regulations herein-after contained, and the Site of the same shall not be deemed a Part of the Fifty Acres authorized to be purchased for Stations, Wharfs, and other Conveniences.

Penalty on obstructing Persons employed in the Construction of the Railway.

X. And be it further enacted, That if any Person shall obstruct or prevent any Person employed by the said Company in setting out the Line of the said Railway, or engaged in the Construction thereof or of any Part thereof, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Power to treat for the Purchase of Lands.

XI. 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.

XII. And

XII. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees and Feoffees in Trust for charitable or other Purposes, Committees, Executors and Administrators, and all Trustees and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or possessed of or interested in, any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances may be according to the following Form, (unless where they may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary to insert particular Covenants, Conditions, or Agreements,) or as near thereto as the Number of the Parties and the Circumstances of the Case will reasonably admit; (that is to say,)

Persons under legal Disability empowered to sell and convey Lands.

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

Form of Conveyance by the Company.

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or
 [Local.] 14 N aliened,

aliened, and to bar and destroy all Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company, and to attend the Reversion and Inheritance.

Conveyance
of Copyhold.

XIII. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or Parcel, according to the Custom of such Manor, which Surrender shall and may be made by all Persons and Corporations by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect, in respect of such Copyhold or Customary Estates and Interests, as such Conveyance as aforesaid made by the same Person or Corporation would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Person or Corporation; and such Lands shall continue subject to the same Fines, Rents, and Services, or such Proportion thereof as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall, at the Time of such Surrender as aforesaid, be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties, (and which Agreement all Lords of Manors and other Persons and Corporations by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into,) shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, but shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall

so be sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

XIV. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or Parcel, and whether an Individual or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail, or for Life, or other limited Estate, and in case of a Lady, whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee, to contract for, and the several Persons and Corporations aforesaid are hereby empowered and required, if called upon by the said Company, to contract for the Enfranchisement of and to enfranchise such Copyhold or Customary Lands by such or the like Form of Conveyance as by this Act is directed or authorized to be used in Cases of the Conveyance of Lands; and in case such Lord or other Person or Corporation hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall, in case the Parties differ about the same, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Lords of Manors under Disability empowered to enfranchise.

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

Regulation for the Apportionment of Rents of Copyholds.

XVI. 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 or Corporation having such Estate or Interest in the Manor

Waste Lands to be conveyed by the Lords of Manors.

wherein

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 and Corporations 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 this Act is directed to be used in the Case of Conveyances of other Lands,) shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land or other Lands as aforesaid (and which 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 Churchwarden for the Time being of the Parish wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwarden 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) shall be deposited in the Bank of *England* in manner by this Act directed in Cases of other Lands taken by the said Company: Provided also, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where the Lord of such Manor (if any) does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Lands or other Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands (whether vested absolutely in them or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act) shall entitle such Freeholders to Common Right in or over such Common or Waste Lands or other Lands, and whose said Lands in the Rate for the Relief of the Poor shall amount in yearly Value to Three Fifth Parts at 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.

XVII. And

XVII. And be it further enacted, That in all Cases where the Parties entitled to any such Commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid shall exceed Twelve in Number, it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement to be inserted twice at least in some Newspaper circulating in the County or respective Counties in which such Lands shall be situate, for the Purpose of appointing, and which Meeting shall have Power to appoint, a Committee to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights; and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have 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 herein-before mentioned shall be determined by the Verdict of a Jury in manner by this Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury as hereby is authorized, the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual Places of Abode, or with any Occupier of the Lands over which such Commonable or other Rights shall extend, or in case the same shall be unoccupied, then affixed upon some conspicuous Part of such Lands.

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

XVIII. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall be subject, solely or jointly with other Lands not intended 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 Act, shall agree to sell or apportion the same, and which Agreement may be entered into by all Persons and Corporations by this Act authorized and empowered to sell or convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value

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

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 any 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 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 by this Act, or capacitated to apportion such Rent, Payment, or Incumbrance, or to release the Lands so purchased therefrom, with the Consent of the Owner of the Lands so purchased (and also of the Owner of the Lands so jointly subject as aforesaid), to release the Lands so purchased as aforesaid from the Rent, Payment, or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining 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, 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 indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance 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 of such
Lands to be
apportioned.

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 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

if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such 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 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 Rents 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.

XX. And whereas the said Company may 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 of 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 this 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 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 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 shall be purchased by the said Company which 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 shall be holden, together with the Lands, Tenements, or Hereditaments purchased by the said Company, and that the Remedies for the Recovery of such

Where a Part of any Lands to be purchased is subject to a Rent, the Remainder, if Rent be not apportioned, to remain subject thereto.

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 so holden by Lease as aforesaid (together with other Lands, Tenements, or Hereditaments,) shall 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 shall or may be apportioned under the Authority of this 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,

Mortgagees
to convey to
Company.

XXI. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust, and whether in Possession under Mortgage or not,) shall, on Tender by the said Company or by any Person by them authorized of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, immediately alien, release, assign, and transfer such mortgaged Premises to the said Company, or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company, or from the Party entitled to the Equity of Redemption of and in the same Lands, that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such mortgaged Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest and the Costs (if any) due on any such Mortgage as aforesaid into the Bank of *England* at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee
and

and of all Persons in Trust for him shall vest in the said Company, and the said Company shall be deemed to be in the actual, legal, and equitable Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

XXII. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or (as the Case may be) of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them, or in case the Mortgagee, or the Person entitled to the Equity of Redemption, shall be absent from *England*, or not to be found, or under any Disability or Incapacity, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend, and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid; or in case of his neglecting or refusing to alien, release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim of such Mortgagee so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest, Costs, and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of

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

what shall have been so paid shall be indorsed on the Deed creating such Mortgage, at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee; and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company at their Expence to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Parties to deliver a Statement of their Estates and Claims within One Calendar Month after Notice.

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

Satisfaction to be made for Lands taken for Railway.

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

In case the Parties refuse or are incapable to treat, the Value of

XXV. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Person, Corporation, or
Trustee

Trustee so interested or entitled and capacitated to sell, agree, convey, or release as aforesaid, or any other Person, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction, Recompence or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, or of the Share, Interest, or Charge which they may claim to be entitled unto or interested in, in case they shall be required to do so by the said Company, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any ways interested in the Matter in question, then to any of the Coroners of such County not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not be interested as aforesaid (a Person having more recently served either Office being always preferred), commanding such Sheriff or Coroner or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person, at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impanelled, summoned,

Land and of Damages to be settled by a Jury.

summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall, upon their Oaths, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction, Recompence, or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict and the Judgment thereon to be pronounced as aforesaid shall be binding and conclusive, to all Intents and Purposes, upon all Persons and Corporations whatsoever: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall be Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Fourteen Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, either by delivering such Notice to such Party, or by leaving the same at his Place of Abode, or with the Clerk or Agent or principal Officer of the Corporation in the Case of a Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damage to which any such Question shall arise: Provided always; that where any Difference shall arise between the said Company and the Owner and Occupier of or any Person interested in any Mansion House, Park, or Pleasure Grounds which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers

hereby granted, then and in every such Case the said Company shall and they are hereby required to issue such Warrant to the said Sheriff, Coroner, or other Person, commanding him, and he is hereby accordingly empowered and required, to impanel, summon, and return a Jury consisting of such Persons as are usually summoned to serve on Special Juries at the Assizes of the said County in which such last-mentioned Difference shall arise.

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

Compensation Money to be apportioned.

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

Verdicts to be recorded.

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

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

[*Local.*]

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XXIX. And

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

Persons giving false Evidence to be guilty of Perjury.

Persons making false Declaration to be guilty of a Misdemeanor.

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c. 62.

Expences of Jury how to be paid.

XXIX. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and all Persons who, in any Examination to be taken by virtue of this Act, upon their Oath, or being Quakers upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

XXX. And be it further enacted, That where in this Act a Declaration is directed to be used for the Purpose of Confirmation of written Instruments or Allegations, or of the Execution of Deeds or other Matters, 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 present 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.*

XXXI. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of summoning such Jury and of Witnesses, and also the Bond to be given by the Parties requiring such Jury to be summoned as hereafter mentioned, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; 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 any Goods and Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the County, City, or Place 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, or in case the

said Company shall have required a Statement of the Manner in which any Amount of Money which shall have been demanded as a Satisfaction, Récompence, or Compensation has been computed and made up, and the Jury shall be of opinion that no sufficient Statement was delivered by the Claimant to enable the said Company to make a proper Offer, 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: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

XXXII. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances of any Lands and Hereditaments 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 to the said Lands and Hereditaments, and of all attested Copies which the said Company may require of any Deeds, Evidences, or Writings relating thereto, and all Expences whatsoever incident to the Investigation, Deduction, or 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 and Hereditaments so purchased, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same shall deposit for the Purpose of paying the same, in such Manner as hereinafter mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands and Hereditaments shall be purchased: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands and Hereditaments so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands and Hereditaments 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, with the Name of a Solicitor as their Referee for the Purposes herein-after mentioned; and if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the said Company shall name a Solicitor as a Referee on their Part, and deposit the Amount of the Costs, Charges, and Expences claimed by such Party or Parties as aforesaid in the Hands of the said Two Referees to answer the same; and such Costs, Charges, and Expences shall be settled and determined by the said Two Referees, or in case they should differ about the same, then by a Third Solicitor as
 Umpire

Costs of Conveyances and Assurances of Lands, &c. to be paid by Company.

Umpire to be named and appointed by such Two First Referees before they proceed on the Matter referred to them; and the Award and Determination of the said Two Referees or of the said Umpire, as the Case may be, shall be binding and conclusive, and shall be made within One Calendar Month from the Time of making such Deposit as is herein-before mentioned; and upon such Award and Determination being made the said Two Referees shall, by and out of the Money so deposited with them, pay to the Party or Parties from whom the said Lands and Hereditaments shall be so purchased as aforesaid the Amount of the Costs, Charges, and Expences which shall be so awarded and determined, and the Remainder of the said Money so deposited shall be returned to the said Company: Provided also, that the Expence of determining such Costs, Charges, and Expences as aforesaid 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 Expence of determining the same shall be paid and borne by the said Sellers, and the Amount thereof may then be deducted by the said Company from the Sum payable by them under the Award and Determination of the said Two Referees or of the said Umpire.

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

XXXIII. And be it further enacted, That all Parties with whom the said Company shall have any such Dispute, and who shall require a Jury to be summoned as aforesaid, shall, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond to the said Company in a Penalty of One hundred Pounds to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon them.

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

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

Tenants at Will, &c. to quit Lands after Notice.

XXXV. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interests than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Property to the said Company, or to such Person as the said Company shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left

left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as in any such Notice they shall be respectively required; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept to the Sheriff of the County in which the Premises shall be situate to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the Issuing and Execution of such Precept on the Person so refusing to give Possession by Distress and Sale of his Goods and Chattels.

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

Interest of such Tenants may be settled by a Jury.

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

Persons holding under Leases to produce the same.

XXXVIII. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property in the Execution of any of the

Settling Disputes as to Damages to a small Amount.

Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed the Sum of Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the County, City, or Place in which such Lands 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.

Application
of Compensation
Money
amounting
to 200*l*.

1 G. 4. c. 35.

XXXIX. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or of any Interest therein, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation under this Act, which any Corporation, Trustee, or Feoffee in Trust, or any Person whomsoever, having no Power to convey the Premises in respect of which the same may be payable otherwise than by virtue of this Act, shall be entitled unto or interested in, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Bristol and Exeter Railway Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward, and shall when so paid in there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance, affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary, or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way as aforesaid, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid,

or

or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

XL. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds and shall exceed the Sum of Twenty Pounds, then the same shall, with the Approbation of the said Company signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, upon the Request of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer.

When less than 200*l.* and exceeding 20*l.*

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

When not exceeding 20*l.*

XLII. 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 known or 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

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

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 a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

XLIII. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid, or otherwise upon this Act, touching the Title of any Party to any Lands, or to any Interest in any Land, or to any Compensation Money in respect of Damage done to any Lands, or to any Money to be paid into the Bank of *England* for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act, or for Compensation as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Persons and Corporations claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, or such Interest therein, or to such Money as aforesaid, according to such Possession, unless the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

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

XLIV. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable under the Authority of this Act, the Purchase Money for the same or the Money paid for such Compensation shall be required to be paid into the Bank of *England* for the Purpose of being invested in the Purchase of Consolidated or Reduced Bank Annuities, or in other Government Securities, to be applied in the Purchase of other Lands to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order all the Costs, Charges, and Expences of or which may be incurred in consequence of the Purchase or taking or using of such Lands by the said Company under and by virtue of this Act, and also of the Investment of the Purchase and Compensation Money in Consolidated or Reduced Bank Annuities or other Government Securities, or in the Re-investment of such Purchase and Compensation Money in Land, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, and for the Payment of the Dividends, Interest, and annual Produce of such Consolidated or Reduced Bank Annuities or other Government Securities, to be paid by the said Company

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.

XLV. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Houses taken or used under the Powers of this Act, or for any Compensation or Satisfaction under this Act, shall have been paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The *Bristol* and *Exeter* Railway Company," pursuant to the Directions herein-before contained, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to or in the Receipt of the Rents and Profits of the Houses in respect of which such Money shall have been so paid in, from Time to Time to order such Part, if any, of the said Purchase or Compensation Monies as the said Court shall think fit to be laid out and applied in the repairing or rebuilding of any such Houses or other Buildings taken down or injured in the Construction of the said Railway and Works, in such Manner as to the said Court shall seem fit.

Power for Court of Exchequer to order Compensation to be applied in rebuilding Houses, &c.

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

Persons in Possession may convey.

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

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

or shall refuse, neglect, or be unable from Illness or otherwise to convey the same, then upon Payment of such Money into the Bank of *England* as herein-before directed to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands or such Compensation as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England*, as herein-before directed, to an Account *ex parte* "The *Bristol and Exeter* Railway Company," then and in every of such Cases it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and all Estates Tail, and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company or for any Person acting under their Authority to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purposes of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively: Provided always, that it shall not be lawful for the said Company to make such Entry after Demand made of such Purchase Money or Compensation by the Party entitled thereto, and Default made by the said Company in payment thereof for the Space of Twenty Days after such Demand, unless such Payment shall be delayed by Acts, Neglect, or Default of the Party entitled thereto.

Compensation to be made for temporary Damage.

XLVIII. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the 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 for forming temporary Roads or Approaches to and from the said Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, 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 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 for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof, such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands through or upon which the said Railway and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required to make such Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid within One Calendar Month after the Expiration of the Period by this Act granted for completing the said Railway and other Works: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: 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: Provided always, that before entering upon any such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Persons who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds *per* Acre, conditioned for the Payment of such Compensation, such Securities to be approved of by Two Justices of the Division of the County in which the same Lands shall be situate, in case the Parties differ about the same.

XLIX. And whereas Part of the Lands and Hereditaments required for the Purposes of this Act belong to and form Part of the Duchy of *Cornwall*, and certain Parts thereof are Copyhold or Customary Lands, and are Parcel and held of the Manor of *Bradninch*, whereof His said Majesty, His Heirs and Successors, in respect of His said Duchy, or the Duke of *Cornwall* for the Time being, is and are the Lord or Lords thereof; be it therefore enacted, That it shall be lawful for the Surveyor General for the Time being of the said Duchy to contract and agree with the said Company for the absolute Sale to them, at the best Price or Prices that can be procured for the same, all Lands and Hereditaments required for the Purposes of this Act belonging to and forming Parcel of the said Duchy, and for Compensation for Damages (if any) done thereto
by

Empowering
the Surveyor
General of
the Duchy of
Cornwall to
contract for
the Sale of
Lands be-
longing to
the Duchy.

by the said Company, and for the Enfranchisement of such Copyhold or Customary Lands, and the Price to be paid for such Enfranchisement, and the Recompence and Satisfaction for the Loss of Fines, Heriots, and other Services previous to such Enfranchisement; and in case such Surveyor General and the said Company shall not agree as to the Amount or Value to be paid for such Lands and Hereditaments, or as to such Compensation for Damages, or Price for Enfranchisement, or Recompence or Satisfaction for such Losses as aforesaid, then the same shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof, the said Surveyor General being the Party acting for the said Duchy: Provided always, that neither the Surveyor General of the said Duchy nor any other Person on behalf of the said Duchy shall be required to enter into any such Bond as herein-before is mentioned, either to prosecute any Complaint on the Part of the said Duchy, or to bear and pay any Share of the Costs and Expences of summoning and returning such Jury and taking such Verdict as herein-before mentioned, or of the summoning and Attendance of Witnesses.

Compensation for Damage to Lands belonging to the Duchy within Fifty Yards of the Railway, not exceeding 20*l.* to be settled by Two Justices.

L. And be it further enacted, That in case the Amount of Compensation claimed for any Damage done by the said Company to any Lands belonging to and being Parcel of the said Duchy within the Space of Fifty Yards lengthways of the said Railway shall not exceed Twenty Pounds, the same shall be ascertained and settled by Two or more Justices of the Peace for the County, Liberty or Place in which such Lands and Hereditaments shall lie, upon Application made to them by such Surveyor General and the said Company or either of them, upon Nonpayment of the Damages so ascertained and settled for the Space of Twenty-one Days after the same shall become due, the said Justices or either of them are and is hereby authorized and required to levy such Damages and all Charges respecting the same by Distress and Sale of any Goods and Chattels of the said Company, in the same Manner as by this Act is directed with respect to the Recovery of the Costs of summoning a Jury and the Expences of Witnesses where the Verdict of such Jury has been given against the Company.

Monies payable to the Duchy shall be paid into the Bank of England, and carried to the Account of the Duchy.

LI. And be it further enacted, That the Monies which shall be contracted and agreed to be paid to the said Duchy for and in respect of any such Sale, or for such Compensation for Damages, or for such Enfranchisement, or for such Recompence or Satisfaction for Loss of manorial Rights as aforesaid, or which shall be ascertained and settled by the Verdict of a Jury to be paid to the said Duchy in any of such Cases respectively, shall from Time to Time be paid by the said Company into the Bank of *England*, to be there received by the Cashiers of the Bank, and accounted for and invested in the Manner herein-after directed; and the Governor and Directors of the Bank of *England* shall and they are hereby required to carry to the Credit of the Account now open in their Books under the Title of "The Account of the Duchy of *Cornwall*" the several Monies respectively directed as aforesaid to be paid to the Cashiers of the Bank of *England*.

LII. And

LII. And be it further enacted, That all and every Sums and Sum of Money which shall be paid into the Bank of *England* under or by virtue of this Act on account of the Duchy of *Cornwall* shall from Time to Time be laid out, by Order of the Special Commissioners for managing the Affairs of the said Duchy for the Time being, in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities in the Name of the Duke of *Cornwall*, in which Name the Governor and Company of the Bank of *England* are hereby required to permit Transfers to be made of the Annuities so to be purchased, and they are also required to permit such Transfers to be accepted by the Receiver General for the Time being of the Duchy of *Cornwall*, or his Deputy, for or in the Name of the Duke of *Cornwall*, and such Receiver General or his Deputy is hereby required to accept the same accordingly; and all and singular the Annuities so to be purchased and accepted shall remain vested in the Name of the Duke of *Cornwall*, and shall not be transferred or transferable to any Person or Persons whomsoever; and all the Dividends thereof shall from Time to Time be paid by the said Governor and Company of the Bank of *England* into the Hands of the said Receiver General for the Time being for the Duchy of *Cornwall* or his Deputy, and shall by force and virtue of this Act be deemed and taken by Law to be Part of the Revenues of the said Duchy of *Cornwall*, and shall from Time to Time be answered, accounted for, applied, and appropriated to such and the same Uses and Purposes as the other Revenues of the said Duchy of *Cornwall*.

Commissioners to invest Money in the Funds.

LIII. Provided always, and be it further enacted, That no Contract for the Sale or Enfranchisement to be made by the said Surveyor General with the said Company as aforesaid shall be deemed complete until the same shall have been sanctioned by a special Warrant to be issued for that Purpose by the special Commissioners for managing the Affairs of the said Duchy of *Cornwall*, or any Three or more of them, for the Time being, such Warrant to be given either generally for any particular Class of Cases, or for any particular Sale or Enfranchisement, as to the said Commissioners may seem meet.

Contracts for Duchy Lands not to be made but under special Warrant from the Commissioners.

LIV. And be it further enacted, That whensoever it shall be agreed or ascertained in manner aforesaid that any Sum of Money is to be paid to the said Duchy by the said Company for the Sale of such Lands, or for such Compensation for Damages, or for such Enfranchisement, or for such Recompence and Satisfaction for the Loss of manorial Rights as herein-before mentioned, such Surveyor General shall grant unto the said Company a Certificate under his Hand, specifying the Amount of the Monies agreed or ascertained to be paid to the said Duchy of *Cornwall*, and specifying also the Lands in respect of the Purchase or Enfranchisement of which, or the Compensation for Damages or Satisfaction for Loss of manorial Rights on which, such Monies are to be paid; and the said Cashiers of the Bank of *England* or One of them shall, upon the Production of such Certificate, accept and receive from the said Company the Monies therein specified, and at the Foot or on the Back of such Certificate acknowledge the Receipt of the said Monies, without Fee or Reward; and the said Certificate and Receipt shall be afterwards brought to the Office of the Auditor of the Duchy of *Cornwall*, and be there forthwith enrolled in proper Books to be provided and kept for that Purpose,

Mode of carrying Sales, Enfranchisements, &c. into effect, and Form of Certificate of Contract to be granted to the Company by the Duchy.

separate and apart from the other Business and Proceedings of the said Office; and the said Auditor or his lawful Deputy, having enrolled the said Certificate and Receipt, shall attest the same under his Hand, and return the said Certificate and Receipt to the said Company; and from and immediately after such Enrolment the said Certificate and Receipt, so far as regards any Lands to be purchased or enfranchised, or upon which the Loss of any manorial Rights are to be recompensed, but not further or otherwise, shall be and be deemed, adjudged, and taken to be a valid and sufficient Conveyance unto the said Company and their Successors of all the Estate, Right, and Interest of His Majesty, His Heirs or Successors, or the Duke of *Cornwall* for the Time being, in or to the Lands to which the said Certificate shall relate.

General
Saving of
Duchy
Rights.

LV. And be it further enacted, That nothing in this Act contained shall be construed to give any Right, Title, or Power to any Tenant or Tenants of the Duke of *Cornwall* for the Time being (not having heretofore enjoyed or possessed any Right, Title, or Power in that Behalf,) either to work Mines within the said Duchy, or to contract with the said Company or any other Person or Persons for the Sale or other Disposition of any Mines within the same; and that nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estate, Right, Title, Interest, Privileges, or Authority of the King's most Excellent Majesty, His Heirs and Successors, in right or in respect of His Duchy of *Cornwall*, or of the Duke of *Cornwall* for the Time being, nor at any Time or Times be admitted in any Court of Law or Equity, or otherwise considered as Evidence upon any Occasion, to affect in any Manner such Rights of His Majesty, His Heirs and Successors, in right or in respect of His said Duchy of *Cornwall*, or of the Duke of *Cornwall* for the Time being.

Houses and
Gardens not
to be used
without
Consent
unless speci-
fied in Sched-
ule.

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

Breadth of
Land to be
taken for
Railway.

LVII. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, 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 House, Warehouses, Wharfs, or other Erections and Buildings, and except at or near the Terminations of the said Railway and the
Branches

Branches thereof in the respective Parishes of *Temple* otherwise *Holy Cross* in the City and County of the City of *Bristol*, *Bridgwater* in the County of *Somerset*, and *Tiverton* and *Saint Thomas* in the County of *Devon*, 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: Provided always, that in the Parishes of *Stoke Canon*, *Upton Pyne*, and *Bampford Speke* in the County of *Devon* the Lands to be taken for the Purposes of this Act shall not exceed in any Case the Quantity that will be actually required for the making of the said Railway.

LVIII. And whereas since the said Plans and Books of Reference were deposited as aforesaid a certain Deviation from or Alteration of such Plans and Books of Reference has been agreed upon with the said Company at the Request and with the Concurrence of the several Owners and Occupiers of Lands through which such Deviation or Alteration is intended to be made; be it therefore enacted, That Copies of a Map or Plan showing the altered Line so agreed upon, and authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall, together with amended Books of Reference to such Plans, within Two Calendar Months after the passing of this Act, be deposited with the respective Clerks of the Peace of the Counties of *Somerset* and *Devon*, and for the City and County of the City of *Bristol*, and the City and County of the City of *Exeter*, to the end that all Persons may at all seasonable Times have Liberty to inspect the same, and to take Copies thereof or Extracts therefrom, at their Pleasure, paying to the Clerk of the Peace in whose Custody the Plan, Section, or Book of Reference so inspected or referred to may be for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, 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.

Plans as altered, and authenticated by the Speaker, to be deposited with Clerks of the Peace.

LIX. And be it further enacted, That no Deviation from the Line laid down on the Plan so altered and authenticated as aforesaid between the Points marked V. and W. thereon shall extend to a greater Distance than Ten Yards on either Side of such Line, nor between the Points marked V. and X. and W. and Y. on the said Plan more than Twenty Yards on the Westward Side of the said Line, nor between the Points marked Y. and Z. on such Plan more than Ten Yards on the Westward Side of the Line so laid down, without the previous Consent in Writing of the Owners and Occupiers respectively of the Lands adjoining the said Railway; and that the said Company, in making the said Railway and other Works by this Act authorized, shall not deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned with or without the Consent of the Owners or Occupiers of the Lands or any of them to a greater Distance than One hundred Yards, nor in passing through any City or Town to a greater Distance than Ten Yards from the Line so delineated upon the said

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

said Plans, nor shall any Deviation to be made by the said Company extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference unless the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference: Provided always, that the said Company shall have Power to deviate to the Extent herein-before mentioned, and to make such Deviation in the Section as may be necessary in consequence thereof: Provided always, that the Powers hereby given of deviating from the said Line shall not extend to authorize or enable the said Company to take or occupy by such Deviation any Land belonging to the Mayor, Aldermen, and Burgesses of the City of *Exeter*, either in Possession or Reversion, fronting to any River, Canal, Brook, Stream, Mill Leat, or other Watercourse.

Owners of Lands may plant Slopes of Embankment in Stoke Canon, Brampford Speke, and Upton Pyne.

LX. Provided always, and be it further enacted, That in case the said Railway shall be elevated above the adjoining Lands in the Parishes of *Stoke Canon*, *Brampford Speke*, and *Upton Pyne* in the County of *Devon*, and in that Part of *Saint David's* in the County of the City of *Exeter* between the Boundary of the Parish of *Upton Pyne* and *Cowley Bridge*, it shall and may be lawful for the Proprietors of the adjoining Lands to plant the Slopes of the Embankment thereof with any Sort of Timber Trees, Plants, or Shrubs, which said Timber Trees, Plants, or Shrubs shall belong to and be the Property of the respective Owners of the Lands adjoining thereto; and such Owners and all Persons by them authorized shall have full Power and Authority to enter thereon from Time to Time for the Purpose of planting, pruning, and cutting the same, causing thereby no Injury, Impediment, or Obstruction to the said Railway in such planting, or in the entering upon the said Embankment for the Purposes aforesaid: Provided also, that it shall be lawful for the said Company to lop, cut, or prune any such Trees, Plants, or Shrubs as may overhang or interfere with the proper Use and Maintenance of the said Railway.

Dwelling Houses, &c. not to be built on Lands belonging to Sir Stafford H. Northcote, Bart.

LXI. Provided also, and be it further enacted, That nothing in this Act contained shall extend to authorize the said Company to erect or build any Dwelling House or other Building on any Part of the Line where the Railway is intended to pass through the Lands claimed to belong to Sir *Stafford H. Northcote* Baronet, nor in any other Part of the said Parishes of *Stoke Canon*, *Brampford Speke*, and *Upton Pyne*, nor in that Part of the said Parish of *Saint David* between the Boundary of the said Parish of *Upton Pyne* and *Cowley Bridge*, any Dwelling House or other Building, except such as may be absolutely necessary for the Purposes of the Railway as by this Act authorized to be made, without the previous Consent in Writing of the Owners and Occupiers respectively of the Lands adjoining to the said Railway.

Company to purchase the whole of certain Lands in the Parishes of St. David

LXII. Provided always, and be it further enacted, That in case the said Company shall require to take or use any Part of a certain Piece of Land called the *Long Meadow*, situate in the Parish of *Saint David* in the County of the City of *Exeter*, and numbered 57 in the Plan, or any Part of a certain Cliff situate in the Parish of *Saint Edmund's* in the said County of

of the City of *Exeter*, and numbered One in the Plan, the said Company shall and they are hereby required to purchase and take the whole of such Piece of Land or of such Cliff and the Land adjoining to such Cliff respectively, if requested so to do by the Owner or Owners of such Piece of Land and Cliff and Land adjoining thereto respectively, all which said Lands respectively are claimed to belong to the Proprietors of the *Exeter* Bank, the Value thereof respectively to be ascertained and settled in the same Manner as the Value of other Lands taken for the Purposes of this Act is directed to be ascertained and settled.

and St. Edmund's if required so to do:

LXIII. And be it further enacted, That in making the said Railway the said Company shall and they are hereby required to make and construct a Tunnel or covered Line under certain Lands situate in the Parish of *Rew*, between the North-eastern Boundary of the Field numbered 24 on the Plans and in the Books of Reference herein-before referred to, and the Road in the same Parish numbered 45 on the said Plans and in the said Books of Reference: Provided always, that if by means of the said Tunnel or in making the said Railway in the Parish of *Rew* the Water by which the Inhabitants of the said Parish or any of them shall be thereby lost or diminished, and in case the said Company shall not, within One Month after such Water shall be so lost or diminished, provide for the Use of the said Parish or Inhabitants a Supply of Water of the same Quantity and of as good Quality as the Water so lost or diminished, then and in such Case the said Company shall forfeit Ten Pounds for each and every Day after the said Period during which the said Supply shall continue to be so lost, which Sum shall be recovered in the same Manner as the Penalties incurred by the said Company, and for which no specific Provision is made, are hereby directed to be recovered.

Tunnel or covered Line in Parish of *Rew* to be constructed by Company.

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

Where small Parcels of Land are intersected; Company compellable to purchase the whole.

LXV. And be it further enacted, That if any Person or Corporation by this Act authorized to sell and convey any Lands shall be applied to by or on behalf of the said Company to treat for, sell, dispose of, or convey any Part of any House, Warehouse, Building, or Manufactory in the actual Occupation of One Person or several Persons jointly, and shall by Notice in Writing to be left with the Secretary or Clerk of the said Company

No Person compellable to sell Part of his House, &c. if willing to sell the Whole.

[*Local.*]

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pany within Thirty Days after such Application, signify his Inclination or Desire to treat for, sell, dispose of, and convey the Whole of such House, Warehouse, Building, or Manufactory, and if it shall happen that the said Company shall not think proper or be willing to purchase the Whole of such House, Warehouse, Building, or Manufactory, then and in every such Case nothing in this Act contained shall extend or be construed to extend to compel such Person or Corporation interested therein to treat for, sell, dispose of, or convey, or to authorize the said Company to take or use, Part only or less than the whole of such House, Warehouse, Building, or Manufactory, any thing herein contained to the contrary thereof in anywise notwithstanding.

Empowering
Company to
purchase
Fifty Acres
of Land for
the Purpose
of additional
Stations.

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

Company
authorized to
sell Lands
not required
for additional
Stations, &c.
and after-
wards to pur-
chase other
Lands for the
same Pur-
pose.

LXVII. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses and other Buildings and Conveniences as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner, and for such Considerations, and to such Persons as the said Company shall think proper, and again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes herein-before mentioned shall not exceed at any One Time the Number of Acres for those Purposes expressly specified or allowed in this Act.

Restraining
Company
from pur-

LXVIII. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works,

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

chasing more than Fifty Acres of Land for additional Stations from incapacitated Persons.

LXIX. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Land purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may be necessary to be dug or carried away or used for the Purposes of this Act, or as may be found not deeper than the Line of the Section herein-before mentioned and referred to (unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company); but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid shall (unless the contrary be expressed) be deemed to be excepted out of the Purchase and Conveyance of such Lands, and may (subject to the Restrictions herein-after contained for the Purchase thereof by the said Company) be worked by the respective Owners or Lessees thereof under the said Lands or the Railway or other Works of the said Company, as if this Act had not been passed; provided that in the working of such Mines or Minerals no Damage be wilfully done to the said Railway or Works, and that the said Mines and Minerals be not worked in an improper Manner.

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

LXX. Provided always, and be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals lying under

Owners of Mines to give Notice to the Company of

their Inten-
tion to work,
and Company
to have Li-
berty to
purchase.

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

If Company
purchase /
Mines, Own-
ers of Mines
adjoining on
each Side of
the Railway
may make
Communica-
tions.

LXXI. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Railway, or within the Distance of Forty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines (such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased,) to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines, Measures, or Strata so purchased by the said Company as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Minerals on each Side of the Mines so purchased as aforesaid: Provided always, that no Airway, Headway, Gateway, or Water Level shall be of greater Dimension or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company for all Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, or Water Level at the same Rate or Price at which the said Company shall have purchased and paid for the said Mines: Provided also, that no Airway, Headway, Gateway, or Water Level shall be so cut or made as in any way to injure the said Railway or Works, or to obstruct or impede the Passage upon or along the said Railway.

Method of
discovering
when Mines
are working

LXXII. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works, or any of them; be it further

further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the said intended Railway and other Works shall pass, wherein any such Mines shall be found, or shall be working or be supposed to be working, and likewise to enter into and return from any Coal Pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling, Ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, bore, dig, and measure, latch and use, all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act it shall be lawful for the said Company to give Notice to the Proprietors, Lessees, or Tenants of any such Mines who have so worked or got the same contrary to the Directions of this Act respectively to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Railway and Works, and use due Diligence in effecting the same to the Satisfaction of the said Company or their Engineer, then and in every such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Proprietors, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Proprietor, Lessee, or Tenant who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be applied for the Purposes of this Act.

under the
Railway.

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

No Shaft to
be sunk
under the
Railway.

LXXIV. And be it further enacted, That the said Company shall and they are hereby authorized to take down or to cause to be taken down all Houses and other Erections and Buildings whatsoever 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

Power to
clear Ground,
and to sell
old Materials.

[*Local.*]

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or

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 Act.

Directing how the Railway is to be carried across the Grand Western Canal, and saving the Rights of the Canal Company.

36 G.3. c. 46.

15G.3. c. 168.

52 G. 3. c. 16.

LXXV. And whereas the said Railway is intended to be carried at different Places over or under the Grand Western Canal maintained and supported under and by virtue of an Act passed in the Thirty-sixth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for making a navigable Canal from the River Exe, near the Town of Topsham in the County of Devon, to the River Tone near the Town of Taunton in the County of Somerset, and for cleansing and making navigable a certain Part of the said River Tone, and for making certain Cuts from the said Canal*; and also under and by virtue of an Act passed in the Fifty-first Year of the Reign of His said Majesty King *George* the Third, intituled *An Act to vary and alter the Line of a Cut authorized to be made by an Act of the Thirty-sixth Year of His present Majesty, for making a Canal from the River Exe, near Topsham in the County of Devon, to the River Tone near Taunton in the County of Somerset, and to amend the said Act*; and also under and by virtue of an Act passed in the Fifty-second Year of the Reign of His said Majesty King *George* the Third, intituled *An Act to alter and increase the Rates of Tonnage authorized to be taken by the Company of Proprietors of the Grand Western Canal, and to amend the several Acts passed for making the said Canal, and also to be carried near to the Aqueducts, Embankments, Bridges, and other Works thereof*; and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal and Cuts, or either of them, or any Part thereof respectively; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said Company of Proprietors of the Grand Western Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or Cuts therefrom, or of the Towing and Foot Paths thereto, or of either or any of them or any Part thereof, or in any Manner to obstruct or impede the Navigation of the said Canal or Cuts therefrom or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or which may be taken for the Use of or which supply the said Canal or Cuts therefrom, or to lessen the Depth of the Pounds of the said Canal, or to interfere with or injure any of the Works of the said Canal or Cuts therefrom, or to take or use any of the Lands or Buildings belonging to the said Grand Western Canal Company, except for making the said Railway as herein-after expressly provided; and the said Railway Company shall at their own Expence, at all Times when requisite, erect and make and repair and maintain all Bridges, Aqueducts, Viaducts, Arches, and Culverts with their respective Wing Walls, Parapets, Towing Paths, and Appurtenances, and every Work connected therewith made necessary by the crossing of the said Canal by the said Railway.

LXXVI. And

LXXVI. And be it further enacted, That before the said Railway Company shall erect any Bridge or Viaduct over, or construct any Viaduct, Arch, or Culvert under the said Grand Western Canal or any Branch thereof, the Form and Dimensions of such Bridge, Viaduct, Arch, or Culvert, if not previously agreed upon or consented to by the said Canal Company, shall be referred, at the Expence of the said Railway Company, to the Decision of Two Engineers, one to be appointed by the said Railway Company and the other by the said Canal Company; and if such Engineers shall not agree in the Premises the Matters in dispute shall be referred to a Third Engineer, at the Expence of the said Railway Company, to be named as Umpire by the said Two Engineers, and the Decision of such Umpire shall be final; and the said Railway Company shall have Power only to construct every such Bridge, Viaduct, Arch, or Culvert according to the Specifications of the said Two Engineers in case they shall agree on the same, or of the said Umpire in case they shall not agree: Provided always, that if the said Canal Company refuse, or for the Space of One Calendar Month next after Notice signed by the Clerk or Secretary for the Time being of the said Railway Company, and left with the Clerk or Superintendent of the said Canal Company, or at his usual Place of Abode, requiring them so to do, shall neglect to nominate an Engineer on their Behalf, the said Railway Company shall have full Power to construct the said Bridge, Viaduct, Arch, or Culvert according to the Plans of their Engineer for the Time being: Provided also, that in case any Engineer appointed by the said Canal Company shall die, or become incapable of acting, or shall refuse, or for the Space of One Calendar Month after his Appointment shall neglect to act, then and in either of the said Cases the said Canal Company shall have Power to appoint, at the Expence of the said Railway Company, another Engineer in his Stead within Ten Days after Notice given in manner herein-before mentioned requiring them so to do; and in default of such Appointment the said Railway Company may construct such Bridge, Viaduct, Arch, or Culvert in like Manner as though no original Appointment of an Engineer had been made by the said Canal Company: Provided also, that if the Engineers appointed as Arbitrators by the said Canal Company and by the said Railway Company respectively shall have named an Umpire, and either of such Arbitrators shall subsequently cease to act, all Matters remaining unsettled may be settled and determined, at the Expence of the said Railway Company, by the Arbitrator who shall continue to act and by the said Umpire, and the Specification of the said Bridge, Viaduct, Arch, or Culvert made by such Arbitrator and Umpire shall be binding: Provided always, that the Award of the said Two Engineers respectively appointed as Arbitrators, or of their Umpire (as the Case may be), shall be made within Three Calendar Months from the Date of the Appointment of the said Two Engineers as Arbitrators, and in default thereof the said Railway Company shall have full Power to proceed with their Works in the same Manner as is herein-before mentioned in the Case of Refusal or Neglect by the said Canal Company to appoint an Arbitrator: Provided further, that whenever it may become necessary for the said Railway Company, either for the Construction of any of the Works authorized by this Act, or for the subsequent Repair of the same, to cause a Stoppage of the said Grand Western Canal, then and in every such Case the Secretary or Engineer of the said Railway Company shall give Seven clear Days Notice in Writing to the Clerk or Superintendent of the said Canal

Bridges over the Canal to be constructed as directed by the Engineers of the Two Companies.

Canal Company of the Time when such Stoppage is to begin, so that no Doubt or Question may arise as to the Commencement of the Interruption to the Navigation of the said Canal.

Compensation to be made for stopping the Navigation of the Canal.

LXXVII. And whereas during the Construction of the said Railway a temporary Interruption may be occasioned to the Trade and Navigation of the said Canal and Cuts ; be it therefore further enacted, That as often as the free Navigation of the said Canal or Cuts is obstructed during the Execution of any of the Works authorized by this Act, or during the Repairs of the same, or by reason of the bad State of Repair of any such Works, or by any Act or Omission of the said Railway Company, or any of their Agents, Servants, or Workmen, so that Boats or other Vessels may be prevented from navigating or using the said Canal and Cuts or either of them, then and in any of the said Cases the said Railway Company shall pay to the said Grand Western Canal Company, as or by way of ascertained Damages, the Sum of Fifty Pounds *per Diem* for every Working Day, and in the same Proportion for any fractional Part of the Day during which such Obstruction shall continue ; and in case any or either of the Bridges, Aqueducts, Viaducts, or other Works of the said Railway which shall in any Way or Manner be connected with any Crossing of the said Grand Western Canal shall at any Time or Times be in want of Repair, and owing to such Want of Repair shall cause any Obstruction to or impede the Navigation of such Canal and Cuts or either of them, and Notice thereof being given by the Clerk or Superintendent of the said Canal Company to the Secretary or Engineer for the Time being of the said Railway Company, and the said Railway Company shall not for the Space of Three clear Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the Grand Western Canal Company from Time to Time to make and do all such Repairs to such Bridges, Aqueducts, Viaducts, or other Works as may be necessary, and all the Expences thereof shall be repaid by the said Railway Company to the said Grand Western Canal Company.

Recovery of Compensation.

LXXVIII. And be it further enacted, That in default of Payment on Demand made of the Treasurer or other Officer for the Time being of the said Railway Company by the Clerk or Superintendent of the said Grand Western Canal Company, either of the said Compensation for Damages or such Expences of Repairs to be respectively paid to the said last-mentioned Company as aforesaid, as the Case may be, the said Grand Western Canal Company shall and may sue for and recover the same against the said Railway Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Protection against Damages by Floods.

LXXIX. And be it further enacted, That in case at any Time or Times hereafter any Damages shall be occasioned to the said Grand Western Canal, or any other Works or Property vested in the said Grand Western Canal Company, by reason of Floods or otherwise arising by the Act or Neglect of the said *Bristol and Exeter* Railway Company, then and in every or any such Case such Damages shall be ascertained and settled by a Jury or otherwise in manner herein prescribed as to other Damages, and the same may be recovered and received by all or any of the Ways and Means herein provided for the Recovery and Receipt of Damages or Monies payable by the said Railway Company.

LXXX. And whereas the said *Bristol* and *Exeter* Railway is intended to be carried over that Part of the River *Tone* in the County of *Somerset* which is commonly called the *Parret*, near the Junction of the *Bridgewater* and *Taunton* Canal Navigation with the same River, and a collateral Branch of the said Railway is intended to be carried over that Part of the said River *Tone* which is commonly called the *Parret*, near the Town of *Bridgewater*; be it therefore enacted, That the said Railway Company shall and they are hereby required to build at their own Expence in a proper Manner, and for ever afterwards maintain in perfect Repair, Two good, firm, and substantial Bridges or Viaducts of Brick, Stone, or Iron over the said River in the several Situations where the said Railway or its said Branch is intended to be carried over the said River; and each of the said Bridges shall be so constructed as to leave within the Abutments of the Arch thereof a free, open, and uninterrupted Waterway at least Ten Feet wider than the Waterway of the present Town Bridge over the same River at *Bridgewater*, together with a Towing Path of Five Feet in Width, to be carried out upon Piles in a sufficient and convenient Manner for the towing of Vessels under the same, and the Height under the Soffit of the Arch of each of the said Bridges shall not be less than the Height under the Soffit of the Arch of the said present Town Bridge.

Regulating
Construction
of the Bridge
over the River
Tone.

LXXXI. And whereas the said Railway is intended to be carried over the said River *Tone* at Two other Places, that is to say, near *Bath Pool* in the Parish of *West Monckton* in the said County of *Somerset*; be it therefore enacted, That the said Railway Company shall and they are hereby required to build at their own Expence in a proper Manner, and for ever afterwards maintain in perfect Repair, Two good, firm, and substantial Bridges or Viaducts of Brick, Stone, or Iron over the said River in the several Situations where the said Railway is intended to be carried over the said River; and each of the said Bridges shall be so constructed as to leave within the Abutments of the Arch thereof a free, open, and uninterrupted Waterway of at least Sixty Feet in Width, or such greater Width as the Commissioners of Sewers of the Western Division of the County of *Somerset* shall direct, together with a Towing Path of Five Feet in Width, and the Height of the Arch of each of the said Bridges above the Water shall be at least equal to the Height of the present Turnpike Road Bridge over the same River at *Bath Pool*.

Construction
of other
Bridges over
the River
Tone near
Bath Pool.

LXXXII. And whereas the said Railway is intended to be carried over the said *Bridgewater* and *Taunton* Canal at or near a Place called *Obridge*; be it therefore enacted, That the said Railway Company shall and they are hereby required to build at their own Expence in a proper Manner, and for ever afterwards maintain in perfect Repair, a good, firm, and substantial Bridge or Viaduct of Brick, Stone, or Iron over the same Canal, in the Situation where the said Railway is intended to be carried over the same Canal; and the same Bridge shall be so constructed as to leave within the Abutments of the Arch thereof a free, open, and uninterrupted Navigable Waterway of Eighteen Feet in Width, together with a Towing Path of Five Feet in Width, and the Height of the Arch of the said Bridge shall be at least Ten Feet above the High-water Level of the same Canal.

Construction
of Bridge at
Obridge.

Compensation for interrupting the Navigation of the Canals.

LXXXIII. And whereas during the Construction of the said Railway a temporary Interruption may be occasioned to the Trade and Navigation of the said River *Tone*, the said *Bridgewater* and *Taunton* Canal, and Cut therefrom to the Grand Western Canal and the said *Chard* Canal respectively; be it therefore further enacted, That as often as the free Navigation of the said River, Canals, or Cut is obstructed during the Execution of any of the Works authorized by this Act, or during the Repairs of the same, or by reason of the bad State of Repair of any such Works, or by any Act or Omission of the said Railway Company, or any of their Agents, Servants, or Workmen, so that Boats or other Vessels may be prevented from navigating or using the said River, Canals, and Cut, or either of them, then and in any of the said Cases the said Railway Company shall pay to the said Canal Companies or either of them (as the Case may be), as or by way of ascertained Damages, the Sum of Fifty Pounds *per Diem* for every Working Day, and in the same Proportion for any fractional Part of the Day, during which such Obstruction shall continue; and in case any or either of the Bridges, Viaducts, or other Works of the said Railway which shall in any Way or Manner be connected with any Crossing of the said River, Canals, or Cut respectively shall at any Time or Times be in want of Repair, and owing to such Want of Repair shall cause any Obstruction to or impede the Navigation of such River, Canals, or Cut, or either of them, and Notice thereof be given by the Clerk or Superintendent for the Time being of the Canal Company whose Navigation may be so obstructed or impeded to the Secretary or Engineer for the Time being of the said Railway Company, and the said Railway Company shall not for the Space of Three clear Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said respective Canal Companies from Time to Time to make and do all such Repairs to such Bridges, Viaducts, or other Works as may be necessary, and all the Expences thereof shall be repaid by the said Railway Company to the said Canal Companies respectively.

Recovery of Compensation.

LXXXIV. And be it further enacted, That in default of Payment on Demand made of the Treasurer or other Officer for the Time being of the said Railway Company, by the Clerk or Superintendent for the Time being of either of the said last-mentioned Canal Companies, either for the said Compensation for Damages or such Expences of Repairs to be respectively paid to the said last-mentioned Companies as aforesaid (as the Case may be), the said Canal Companies respectively shall and may sue for and recover the same against the said Railway Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Regulating Bridge over Chard Canal.

LXXXV. And whereas the said Railway is intended to be carried over the *Chard* Canal now in execution under the Act of Parliament hereinafter referred to, and is so intended to be carried over such Canal in certain Lands claimed to belong to *Charles Warre Loveridge* Esquire, in the Occupation of *John Frupnell*, situate in the Parish of *Creech Saint Michael* in the said County of *Somerset*; be it therefore enacted, That the said Railway Company shall and they are hereby required to build at their own Expence in a proper Manner, and for ever afterwards maintain in perfect Repair,

Repair, a good, firm, and substantial Bridge or Viaduct of Brick, Stone, or Iron over the same Canal in the Situation where the said Railway is intended to be carried over the same Canal; and the same Bridge shall be so constructed as to leave within the Abutments of the Arch thereof a free, open, and uninterrupted Navigable Waterway of Eighteen Feet in Width, together with a Towing Path of Five Feet in Width, and the Height of the Soffit of the Arch of the said Bridge shall be at least Ten Feet above the High-water Level of the same Canal.

LXXXVI. And be it further enacted, That the said Railway Company shall at their own Expence and they are hereby required to make and at all Times keep in repair such Arches, Tunnels, Culverts, Drains, or other Passages under or near to the said Railway, and particularly near to the Wharf at *Creech* claimed to belong to the *Bridgewater* and *Taunton* Canal Company as herein mentioned, and also where the said Railway crosses *North Moor*, as shall be sufficient at all Times to convey the Water as clearly from the adjoining Lands and Property as before the making of the said Railway, and especially so as to prevent the Canals herein mentioned or any of them and the said Wharf from being flooded by the impounding of such Water; and in case at any Time or Times any Damages should be sustained by reason of the Insufficiency of the same, such Damages shall and may, in case the same shall not exceed the Sum of Twenty Pounds, be levied and recovered as any Penalty may by virtue of this Act be levied and recovered; but if such Damages shall exceed Twenty Pounds, the same shall and may be sued for and recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Regulating
the Con-
struction of
Arches, &c.
near Creech.

LXXXVII. Provided always, and be it further enacted, That it shall not be lawful for the said Railway Company, without the Consent of the said *Bridgewater* and *Taunton* Canal Company testified in Writing under their Common Seal, to take or use any Part of the Land situate at *Creech Saint Michael* in the County of *Somerset* (adjoining the Bridge erected by the same Canal Company and the public Road) now used by the said last-mentioned Company as a Wharf; and further, that the said Railway Company shall and they are hereby required to preserve and keep for the Use of the said *Bridgewater* and *Taunton* Canal Company a free and ready Access from and to the said Wharf and from the said public Road leading from *Bridgewater* to *Hatch Beaucham*, to the end that the same Company may use and enjoy the same Wharf in as convenient a Manner as they now use and enjoy the same; and for that Purpose the said Railway Company shall and they are hereby required to make and construct, and ever afterwards maintain and repair, at their own Expence, such Viaducts, Ways, or other Works under or near to the said Railway as may be necessary.

Company
not to use
Wharf at
*Creech Saint
Michael*.

LXXXVIII. Provided also, and be it further enacted, That the said *Bristol* and *Exeter* Railway Company shall not, in erecting the said Bridge or Viaduct over the said River *Tone* commonly called the *Parrett*, for carrying the Branch from the said Railway to *Bridgewater*, make any Deviation from the Line of the said Branch Railway as such Line is laid down in the Map or Plan deposited with the Clerk of the Peace of the County of *Somerset* exceeding Ten Yards, without the Consent of the

Company
not to deviate
from the Line
laid down in
passing
Chard Canal.

said

said *Bridgewater* Canal Company testified in Writing under their Common Seal; nor shall the said *Bristol* and *Exeter* Railway Company, in erecting the said Bridge or Viaduct over the said *Bridgewater* and *Taunton* Canal at or near *Obridge*, deviate from the Line of the said Railway as the same is laid down in the said Map or Plan deposited with the said Clerk of the Peace for the County of *Somerset*, on the Southward Side thereof, more than Fifteen Yards without the like Consent of the said last-mentioned Canal Company testified in like Manner.

Railway Company not to obstruct the Springs used by the *Bridgewater* and *Taunton* Canal and *Chard* Canal Companies.

LXXXIX. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors hereby incorporated to take away, obstruct, or lessen any Springs, Brooks, Streams, Feeders, Waters, or Watercourses which now are or heretofore have been taken for the Use of the said *Bridgewater* and *Taunton* Canal and the said *Chard* Canal respectively, which the said *Bridgewater* and *Taunton* Canal Company and the said *Chard* Canal Company respectively are by Law authorized or empowered to take for the Use of their said Canals or the other Works or Property vested in them respectively; and if at any Time or Times hereafter it may be found necessary for the Purposes of this Act to make or construct any Arches, Bridges, Tunnels, Culverts, Drains, or other Works over or along any of such Springs, Brooks, Streams, Feeders, Waters, or Watercourses, all such Arches, Bridges, Tunnels, Culverts, Drains, and other Works shall be made and constructed at the Expence of the said Company of Proprietors hereby incorporated, and all such Arches, Bridges, Tunnels, Culverts, Drains, and other Works shall from Time to Time be supported, maintained, cleansed, and kept in good, sufficient, and proper Order and Repair by the said Company of Proprietors hereby incorporated; and if at any Time after Seven Days Notice in Writing shall be given by or on the Behalf of the said *Bridgewater* and *Taunton* Canal Company or the said *Chard* Canal Company, as the Case may be, that the said Arches, Bridges, Tunnels, Culverts, Drains, and other Works, or any of them, shall not be cleansed, maintained, kept, and repaired according to the true Intent and Meaning of this Act, it shall and may be lawful for such Companies respectively, at the Expence of the Company hereby incorporated, to make, cleanse, and repair all such Arches, Bridges, Tunnels, Culverts, Drains, and other Works in such Manner as may appear necessary; and all the Costs, Charges, and Expences thereof, in case the same do not exceed the Sum of Twenty Pounds, shall be levied and recovered as any Penalty may by virtue of this Act be levied and recovered; but if such Costs, Charges, and Expences shall exceed the Sum of Twenty Pounds, then the same shall and may be sued for and recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Saving Rights of *Bridgewater* and *Taunton* Canal Company.

4 W. 4. c. 53.

XC. Provided always, and be it further enacted, That nothing in this Act contained shall extend to take away, diminish, or prejudice any of the Rights, Privileges, Powers, or Authorities vested in the said *Bridgewater* and *Taunton* Canal Company by virtue of all or any of the said Three several Acts of Parliament passed relating to the same Canal, or in the said *Chard* Canal Company by virtue of an Act of Parliament passed in the Fourth Year of the Reign of His present Majesty, intituled *An Act for making a Navigable Canal from the Bridgewater and Taunton Canal*

in the Parish of Creech Saint Michael in the County of Somerset, and terminating in the Parish of Chard in the same County, with a collateral Cut therein described, save and except for making the said Railway, as herein expressly provided and enacted.

XCI. And be it further enacted, That before the said Railway Company shall erect any Bridge or Viaduct over the said River *Tone*, and *Bridgewater* and *Taunton Canal* or *Chard Canal*, or any Branch thereof, the Form and Dimensions of such Bridge or Viaduct, except of such Bridges and Viaducts the Dimensions whereof are herein specifically provided for, if not previously agreed upon or consented to by the said Canal Companies respectively, shall be referred, at the Expence of the said Railway Company, to the Decision of Two Engineers, one to be appointed by the said Railway Company and the other by the said Canal Companies respectively, and if such Engineers shall not agree in the Premises the Matters in dispute shall be referred to a Third Engineer, at the Expence of the said Railway Company, to be named as Umpire by the said Two Engineers, and the Decision of such Umpire shall be final; and the said Railway Company shall have Power only to construct every such Bridge or Viaduct according to the Specifications of the said Two Engineers in case they shall agree on the same, or of the said Umpire in case they shall not agree: Provided always, that if the said Canal Companies respectively refuse, or for the Space of One Calendar Month next after Notice signed by the Clerk or Secretary for the Time being of the said Railway Company, and left with the Clerks or Superintendents of the said Canal Companies respectively, or at their usual Place of Abode, requiring them so to do, shall neglect to nominate an Engineer on their Behalf, the said Railway Company shall have full Power to construct the said Bridge or Viaduct according to the Plans of their Engineer for the Time being: Provided also, that in case any Engineer appointed by the said Canal Companies respectively shall die, or become incapable of acting, or shall refuse, or for the Space of One Calendar Month after his Appointment shall neglect to act, then and in either of the said Cases the said Canal Companies respectively shall have Power to appoint, at the Expence of the said Railway Company, another Engineer in his Stead within Ten Days after Notice given in manner herein-before mentioned requiring them so to do; and in default of such Appointment the said Railway Company may construct such Bridge or Viaduct in like Manner as though no original Appointment of an Engineer had been made by the said respective Canal Companies: Provided also, that if the Engineers appointed as Arbitrators by the said Canal Companies and by the said Railway Company respectively shall have named an Umpire, and either of such Arbitrators shall subsequently cease to act, all Matters remaining unsettled may be settled and determined at the Expence of the said Railway Company by the Arbitrator who shall continue to act and by the said Umpire, and the Specification of the said Bridge or Viaduct made by such Arbitrator and Umpire shall be binding: Provided always, that the Award of the said Two Engineers respectively appointed as Arbitrators, or of their Umpire, as the Case may be, shall be made within Three Calendar Months from the Date of the Appointment of the said Two Engineers as Arbitrators, and in default thereof the said Railway Company shall have full Power to proceed with their Works in the same Manner as is herein-before mentioned in the Case of Refusal or Neglect by the said Canal

Bridges over the River *Tone*, and the *Bridgewater* and *Taunton Canal* and the *Chard Canal*, to be constructed according to the Specification of Two Engineers to whom the Matter shall be referred.

Companies to appoint an Arbitrator: Provided further, that whenever it may become necessary for the said Railway Company, either for the Construction of any of the Works authorized by this Act or for the subsequent Repair of the same, to cause a Stoppage of the said Rivers, the *Bridgewater* and *Taunton* Canal or the *Chard* Canal, then and in every such Case the said Secretary or Engineer of the said Railway Company shall give Seven clear Days Notice in Writing to the Clerks or Superintendents of the said Canal Companies respectively of the Time when such Stoppage is to begin, so that no Doubt or Question may arise as to the Commencement of the Interruption to the Navigation of the said Rivers or Canals.

Saving the Rights of the Commissioners of Sewers for Somerset.

XCII. And be it further enacted, That nothing herein contained shall extend or be construed to extend to prejudice, lessen, alter, or take away any of the Rights, Privileges, Powers, or Authorities of the Commissioners of Sewers for the County of *Somerset* by virtue of the general Laws relating to Sewers, or the Powers or Provisions of any Act or Acts of Parliament heretofore passed for the better Drainage of any Lands within the said County of *Somerset* or otherwise, but such Rights, Privileges, Powers, and Authorities of the said Commissioners shall remain, continue, and be in full Force and Effect, and all Bridges, Clyces, Tide Sluices, Doors, Gates, Locks, and other Works which shall be built, erected, made, done, or executed, under the Provisions of this Act, in, over, under, upon, or across any River, Rhine, Drain, or public Watercourse under the Jurisdiction of the said Commissioners of Sewers, and all Dams, Banks, Sea Walls, and other Works which shall be made under the Provisions of this Act for preventing the Sewage or Drainage of any Lands from being impeded, or for preventing the said Lands from being injured by the Influx of the Sea, shall in every respect be built, erected, made, done, and executed, if not previously agreed upon or consented to by the said Commissioners of Sewers, as the same shall be determined on, at the Expence of the said Company, by Two Engineers, one to be appointed by the said Company, and the other by the said Commissioners of Sewers; and if such Engineers shall not agree in the Premises, the Matter in dispute shall be referred to a Third Engineer at the Expence of the said Company, to be named as Umpire by the said Two Engineers, and the Decision of such Umpire shall be final; and the said Company shall give Fourteen Days Notice to the said Commissioners, their Clerk, Agent, or Surveyor, before they shall begin to build, erect, make, do, and execute the same or any of them respectively: Provided always, that nothing herein contained shall extend or be construed to extend to enable the said Commissioners of Sewers to interrupt or hinder the Execution of this Act, the said Company from Time to Time making, erecting, and maintaining all such Bridges, Clyces, Tide Sluices, Doors, Gates, Locks, Dams, Banks, Sea Walls, and other Works, and doing all such other Things as may be necessary and as may be lawfully required by the said Commissioners under the Powers and Authorities vested in them by the Laws relating to the Sewers or the Powers or Provisions of any Act or Acts of Parliament heretofore passed for the better Drainage of any Lands within the said County of *Somerset*, or by the Provisions of this Act to be made, erected, maintained, done, and executed for preventing the Drainage or Sewage of any Lands from being injured or impeded by the Means of the making and maintaining the said Railway and other Works by this Act

authorized to be made and maintained, or any of them, and for preventing the said Lands from being injured by the Influx of the Sea.

XCIII. And whereas the said Railway is intended to cross the River *Axe* between the Parishes of *Bleadon* and *Lympsham* in the said County of *Somerset* near a Farm called *Batch Farm*, situate in the said Parish of *Lympsham*, and will at such Place of crossing stop the Navigation thereof to the Extent of about One Mile and a Half, and the present Quay Walls, Landing Places, and Wharfs at or near the *Ochre House Clyce* will thereby become useless for the Purposes for which they were intended: And whereas great Injury and Inconvenience will be caused to the Public by the stopping of the said Navigation unless at such Place a good and substantial Bridge be built across the said River, and good Quay Walls, Landing Places, and Wharfs be made for the landing and depositing of Coal, and other Goods, Wares, and Merchandizes, on each Side of the said River, and unless good Approaches and Roads be made from the Villages of *Bleadon* and *Lympsham* respectively, or from some public Road or Roads in or leading to the said Villages respectively, to and across the said Bridge, and to such Quay Walls, Landing Places, and Wharfs; be it therefore enacted, That the said Company shall and they are hereby authorized and required, at their own Expence, to build and for ever after maintain a good and substantial Bridge across the said River *Axe*, of the Breadth of Eighteen Feet in the Carriageway, on the Seaward Side of the said Railway, over and above such Part of the Breadth thereof as shall be appropriated to the said Railway, which Breadth of Eighteen Feet shall be for the free Use of all Persons desirous of crossing the said River to go to or from the said Quay Walls, Landing Places, and Wharfs, or to or from any other Place or Places whatever; which Bridge shall be so built and erected as that the same shall form a Tide Sluice having Thirty Feet in Width of clear Waterway, with proper Doors on the Seaward Side thereof to keep back the Sea or Salt Water, and proper Doors on the Land Side thereof to keep the Land or Fresh Water back into the Country in dry Seasons; and the said Company shall, at their own Expence, in like Manner and under the same Regulations as the Dams, Banks, Sea Walls, and other Works are herein directed to be built, erected, made, done, and executed, make and for ever after maintain good, substantial, and sufficient Quay Walls, Wharfs, and Landing Places on the Seaward Side of the said Bridge for One hundred feet in Length and Two hundred Feet in Breadth, on each Side of the said River, for the landing and depositing of Coal and other Goods, Wares, and Merchandizes thereon, for all Manner of Boats and Vessels, Carts, Waggon, and other Carriages to unload upon or load therefrom, free from all Kinds of Toll, Impost, or Obstructions whatsoever; and the said Quay, Walls, Wharfs, and Landing Places shall for ever be subject to the same Rules, Orders, and Regulations as are directed and set forth in the Award of the Commissioners acting under an Act of Parliament passed in the Forty-second Year of the Reign of King *George* the Third, intituled *An Act* 42 G. 3. c. 58. *for draining, preserving from Water, and improving certain low Lands and Grounds lying within the several Parishes or Chapelries of Wookers Westbury, Rodney Stoke, Wedmore, Mear, Weare, Nyland, Badgworth, Biddisham, East Brent, South Brent, Cheddar, Axbridge, Compton Bislop, Loxton, Bleadon, Brean, Berrow, and Lympsham, all in the County of Somerset; and for altering and improving the Navigation of the River*

Regulating
the Forma-
tion of the
Railway
across the
River *Axe*.

River Axe within the said Parishes of Bleadon, Lympsham, Loxton, East Brent, Compton Bislop, Biddisham, Badgworth, Weare, and Axbridge, some or one of them, above and from a certain Place called Southern Mead Barrs, situate within the said Parish of Bleadon, with respect to the Quay in the said Award called "The Axe Navigation Quay;" and the said Company shall, at their own Expence, make and for One Year after the Completion of the said Railway and other Works in the said Parishes of Bleadon and Lympsham, maintain good and sufficient Approaches, Roads, and Ways of the Breadth of Twenty-five Feet at the least from the Villages of Bleadon and Lympsham respectively, or from some public Road or Roads in or leading to the same Villages respectively, to the said Quay Walls, Landing Places, and Wharfs, and to and across the said Bridge hereby directed and required to be made and built; and the said Approaches, Roads, and Ways so hereby directed to be made and maintained as aforesaid shall at all Times hereafter be deemed and taken to be public Highways for the free Use of all His Majesty's Subjects, with their Horses, Cattle, Carts, and Carriages of every Sort and Description, to go, return, and pass thereon.

Company to erect a Dwelling House where the Railway crosses the River Axe.

XCIV. And be it further enacted, That the said Company shall and they are hereby required at their own Expence to build a Dwelling House within One hundred Yards of the said Bridge or Tide Sluice, consisting of Two Rooms on the Ground Floor, containing an Area of not less than Four hundred Square Feet, with a Shed or Lean-to at and adjoining the back Part thereof, with Two Bed-rooms over the Two Rooms on the Ground Floor, and shall cover the same with *Welsh* Slate, lay the Floors, glaze the Windows, and make the same fit for Habitation; and that when the same shall be so built and finished the said Company shall convey the same to the Commissioners of Sewers for the Purpose of being used by them for a Workman or Servant to reside therein to watch over and take care of the Quay Walls, Bridges, Sluices, Doors, Stop Hatches, Wharfs, and the several other Works and Machinery there under the Care and Jurisdiction of the said Commissioners of Sewers, or for any other Purpose they may think fit: Provided nevertheless, that the said Company shall be at liberty to use the same during the Time they shall be building the said Bridge or Tide Sluice, and during the Time they shall be completing their Works in the said Parishes of *Lympsham* and *Bleadon*.

Company to keep Waterway in repair.

XCV. And be it further enacted, That the said Company shall from Time to Time and at all Times hereafter at their own Expence cleanse, scour, and in good Condition keep all that Part of the Waterway of the said River *Axe* which lies between the said Bridge intended to be erected by the said Company, and the Bridge or Clyce built by the *Axe* Drainage Commissioners, called the *Ochre House Clyce*, situate in the Parish of *Bleadon* aforesaid.

Company to invest a Sum of Money in the Funds before interfering with Rivers or Drains under

XCVI. And be it further enacted, That the said Company shall and they are hereby required, before they shall construct the said Railway across any of the Rivers or Drains under the Jurisdiction of the said Commissioners of Sewers, to invest in the Purchase of Stock in the Three Pounds *per Centum* Consolidated Bank Annuities, in the Name of the Treasurer of the said County of *Somerset* for the Time being, upon Trust
to

Jurisdiction
of Commis-
sioners of
Sewers.

to pay the Dividends arising therefrom to the said Company as and when the same shall accrue due and be received, subject to the Provision herein-after contained, the Sum of Two thousand five hundred Pounds, which Stock when so purchased, and all other Stock which shall be purchased under the Provisions herein-after contained for that Purpose, shall be under and subject to the Order of the said Commissioners of Sewers at any Court or Session of Sewers, and shall, under such Order and Direction, be from Time to Time sold and disposed of, either in whole or in part, as Occasion shall require, and the Monies arising from every Sale shall from Time to Time be applied and disposed of by the said Commissioners of Sewers in and towards the Repair or Alteration of any of the Works hereby authorized to be made which in the Judgment of such Commissioners shall or may in any way affect the Drainage or Sewerage of the Country, or the Defences thereof against the Influx of the Sea, and which shall and may in their Opinion require such Repair or Alteration, and also in payment of such Satisfaction or Compensation as the said Company or their Committee of Management may from Time to Time agree to make, or as at any Assessment of Damages before the Sheriff of the said County of *Somerset*, under the Provisions herein contained, may be assessed to any Owner or Occupier of or Person interested in any Lands for any Damage which may be sustained by such Owner or Occupier or Person interested by reason of the Influx of the Waters of the Sea or of the fresh Water, arising from the Failure or Insufficiency of any or either of the Works which shall be made, done, or executed by the said Company under the Provisions of this Act; and all such Stock as shall be sold out by the Order or Direction of the said Commissioners of Sewers for any of the Purposes aforesaid shall immediately after such Sale be replaced and reinstated by the said Company, so that the full Amount of Stock originally purchased as aforesaid shall remain vested in the Name of the said Treasurer of the said County as aforesaid for the Space of Two Years from and after the said Railway shall have been completed within the said County of *Somerset*, and shall be applied and disposed of in manner herein mentioned.

XCVII. Provided nevertheless, and be it further enacted, That from and after the said Railway shall have been completed within the said County of *Somerset*, for the Space of Two Years, it shall be lawful for the said Treasurer of the said County of *Somerset* and he is hereby required, within the Space of Three Calendar Months next after Notice thereof from the said Company, to reduce the said Stock, but so nevertheless that the Sum which shall thenceforth remain and be invested and kept up after such Reduction shall not at any Time thereafter be less than One thousand Pounds Stock in the said Three Pounds *per Centum* Consolidated Bank Annuities; and the Produce arising by the Sale of such Stock, over and above the said Sum of One thousand Pounds Stock, shall be paid by the said Treasurer of the said County to the said Company.

Stock to be
reduced after
Completion
of Railway.

XCVIII. Provided also, and be it further enacted, That in case any Part of the said Bank Annuities shall at any Time be sold under the Direction of the said Commissioners in manner herein-before mentioned, the said Company shall and they are hereby required within Thirty Days to replace the Amount which shall be so sold by purchasing, in the Name of the said Treasurer for the Time being, such Sum in the said

If Stock sold,
Company to
replace the
same.[*Local.*]

15 A

Three

Three Pounds *per Centum* Consolidated Bank Annuities as, together with the like Annuities then remaining in his Name, shall be equal to the Amount from Time to Time required to be standing in his Name under the Provisions of this Act.

Power for Commissioners of Sewers to call Special Courts.

XCIX. And whereas it may be necessary and expedient for the Purpose of this Act from Time to Time to convene Special Courts or Sessions of Sewers in and for the said County of *Somerset*; be it therefore further enacted, That it shall and may be lawful for the Clerk of the said Commissioners of Sewers and he is hereby required at any Time, upon Application in Writing for that Purpose made to him under the Hand of the Clerk or Secretary for the Time being to the said Company, to appoint a Time and Place for holding such Special Court or Session of Sewers, and such Special Court of Session of Sewers so to be appointed as aforesaid shall be a lawful Court of Session of Sewers, and shall be competent to execute all or any of the Powers vested in the Commissioners of Sewers by this Act: Provided always, that no such Special Court of Sewers shall be held as aforesaid until Fourteen Days public Notice thereof shall have been inserted by the Clerk to the said Commissioners of Sewers in Two Newspapers printed or generally circulated in the said County of *Somerset*.

Commissioners of Sewers may nominate a Committee.

C. And be it further enacted, That it shall be lawful for the Commissioners of Sewers acting in and for the said County of *Somerset*, at any General Session or Court of Sewers or any Session of the said Commissioners which may be convened under the Powers of this Act, if they should see fit, to nominate and appoint a Committee of Seven in Number from amongst themselves for the Purpose of superintending and giving Directions as to the Mode of carrying into effect any of the Works hereby required and directed to be made and done, with the Approbation and Consent of such Commissioners or of a Committee to be appointed by them as aforesaid; and that the Consent and Approbation of such Committee or the major Part of them at any Meeting consisting of not fewer than Five in Number, and signed by the Chairman for the Time being of such Meeting, shall and is hereby declared to be a sufficient Authority and Sanction to the said Company for executing the Works for which such Approbation is hereby required, and for the several other Purposes for which such Committee may be appointed, as though such Approbation was given by the said Commissioners at a General or Special Court or Sessions of Sewers.

Communications with the Great Western Railway to be made under Direction of Engineer of that Company.

CI. And whereas it is intended that the said Railway hereby authorized to be made shall communicate with the Great Western Railway, be it therefore enacted, That all Communications between the said Railway hereby authorized to be made and the Great Western Railway, and all such Openings in the Ledges or Flanches of the said Great Western 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 Great Western Railway Company.

Railway not to cross the Great West-

CII. And be it further enacted, That the said 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

ntended to cross or intersect the Great Western Railway, except only for the Purpose of communicating therewith, shall not be made or laid down on the Level of the said Great Western 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 Great Western Railway Company, and so as not to injure the said Great Western Railway, or obstruct or hinder the free Passage over, upon, or along the same.

ern Railway
on a Level.

CIII. 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 Exeter* 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 Great Western Railway Company, or to alter, vary, or interfere with the said Great Western Railway or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the said Great Western Railway Company in every Instance for that Purpose first had and obtained.

Not to take
Lands or in-
terfere with
Works be-
longing to
the Great
Western
Railway
Company.

CIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Great Western Railway Company established and incorporated by an Act passed in the Fifth Year of the Reign of His present Majesty King *William* the Fourth, intituled *An Act for making a Railway from Bristol to join the London and Birmingham Railway near London, with Branches therefrom to Trowbridge and Bradford in the County of Wilts*, but saving and reserving to the said Great Western 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 Great
Western
Railway
Company.

5W.4.c.107.

CV. And whereas it is intended to form an Approach from the Basin in the Parish of *Saint Thomas the Apostle* in the County of *Devon* to the proposed Depôt of the said Railway in the said Parish, upon certain Land and Premises claimed to belong to the Mayor, Aldermen, and Burgesses of the City of *Exeter*; be it therefore enacted, That the Land to be taken for the said Approach shall not exceed the Width of One hundred Feet, and the said Company shall use such Approach for the Purposes only of depositing Articles, Matters, and Things thereon, or of conveying Passengers, Articles, Matters, and Things along such Approach; and it shall not be lawful for the said Company to construct or erect any Building thereon without the Consent in Writing of the said Mayor, Aldermen, and Burgesses, or other the Owner of the said Land, first had and obtained, and the said Company shall for ever thereafter repair and keep in good Repair and Condition the said Approach, and shall have the free Use of the same: Provided always, that nothing herein contained shall prevent the said Mayor, Aldermen, and Burgesses, or other the Owner of the said Land, or their or his Tenants, or any Person claiming under them or him, from the Right of passing along such Approach at all Times, doing or occasioning

Approach to
Depôt in
the Parish of
Saint Tho-
mas not to
exceed One
hundred Feet
in Width.

occasioning no Injury or Obstruction thereby to the said Railway or the Works connected therewith.

Reserving a Road of Thirty Feet on the North Side of Timber Yard in Saint Edmund's; and limiting Land to be taken in Saint Mary Steps and Saint Thomas the Apostle.

CVI. Provided always, and be it further enacted, That in taking the Timber Yard claimed to belong to the Corporation of *Exeter*, situate in the Parish of *Saint Edmund's* in the County of the City of *Exeter*, in the Occupation of *John* and *Joel Ward*, the said Company shall leave to the said Corporation a Space of the Width of Thirty Feet at the least for the Purpose of forming a Road or Highway through and over the said Timber Yard immediately adjoining the Leat on the North Side of the said Timber Yard, as an Approach from *Bridge Street* in the said Parish of *Saint Edmund's* to *Exe Lane* in the Parish of *Saint David* in the County of the City of *Exeter*; and also that the Powers of taking any Lands in the Parish of *Saint Mary Steps* in the County of the City of *Exeter*, or of taking the Workshops, Stables, and Buildings, and Part of the Drying Ground and Timber Yard in the Parish of *Saint Thomas the Apostle* in the County of *Devon*, claimed to belong to the said Corporation, and in the Occupation of *James Jones Tanner*, shall only extend to authorize the said Company to take so much of the same respectively as may be necessary for making the said Railway.

For protecting Cowley Bridge.

CVII. And be it further enacted, That in case the said Company, in the Execution of the said Railway and other Works hereby authorized to be made, shall in any Manner affect the Current of the River *Exe*, by means or in consequence whereof any Injury shall accrue to a certain Bridge called *Cowley Bridge*, situate in the County of *Devon* and the County of the City of *Exeter*, the said Company shall make full Compensation for such Injury to the Mayor, Aldermen, and Burgesses of the City of *Exeter*, or other Persons liable to repair the said Bridge; which Compensation, in case of any Difference arising respecting the same, shall be settled by the Verdict of a Jury as herein is directed.

Saving the Rights of the Corporation of Exeter.

CVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend in anywise to change, lessen, prejudice, or destroy any Rights, Jurisdictions, Privileges, or Franchises belonging or in anywise appertaining to the Mayor, Aldermen, and Burgesses of the City and County of the City of *Exeter*, or the Venerable the Dean and Chapter of the Cathedral Church of *Saint Peter* in *Exeter*, or the Commissioners of Improvement of the said City, or the *Exeter* Water Company, but that all and every such Rights, Jurisdictions, Privileges, and Franchises may be exercised and enjoyed in as full and ample a Manner to all Intents and Purposes as the same were enjoyed before the passing of this Act, save and except as is by this Act provided and enacted.

Saving the Rights of the Exeter Gas Company.

CIX. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to take away, abridge, lessen, or affect the Rights, Powers, or Privileges of the *Exeter* Gas Light and Coke Company to lay Mains, Pipes, and other Apparatus, Matters, and Things for supplying Gas under and by virtue of Two several Acts of Parliament, one passed in the Fifty-sixth Year of the Reign of His Majesty King *George* the Third; intituled *An Act for lighting with Gas the City and County*

County of the City of Exeter, and the other passed in the Sixth Year of the Reign of His present Majesty, intituled *An Act to alter, amend, and enlarge the Powers of an Act for lighting with Gas the City and County of the City of Exeter, and for lighting with Gas the several Parishes of Alphington, Heavitree, Saint Leonard, Saint Thomas the Apostle, and Topsham, in the County of Devon, save and except as is by this Act provided and enacted.* 6 W. 4. c. 27.

CX. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to take away, abridge, lessen, or affect the Rights, Powers, Privileges, and Authorities of the Mayor, Aldermen, and Burgesses of the City and County of the City of *Exeter*, or any Person or Persons claiming through or under them, or acting by or under their Authority by virtue of an Act of Parliament made and passed in the Tenth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act, for altering, extending, and improving the Exeter Canal*, save and except as is by this Act provided and enacted. Saving Rights of Corporation of Exeter in Exeter Canal. 10 G. 4. c. 47.

CXI. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to prejudice, lessen, alter, or take away any of the Rights and Privileges of the *Glastonbury* Navigation and Canal Company, or to authorize the Erection of any Bridges or other Works over or upon the *Glastonbury* Navigation and Canals, or any Part thereof, whereby the Navigation thereof may be impeded, hindered, or interrupted in any Manner whatsoever, save and except as by this Act is provided and enacted. Saving the Rights of the Glastonbury Navigation and Canal Company.

CXII. And be it further enacted, That where the said Railway shall cross any Turnpike Road whatsoever, and where the said Railway shall cross any Highway within the City and County of the City of *Exeter*, either such Turnpike Road or Highway shall be carried over the said Railway, or the said Railway shall be carried over the said Turnpike Road or 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. Railway not to cross Turnpike Roads on a Level.

CXIII. And be it further enacted, That where the said Railway shall cross any public Highway other than a Turnpike Road, the Ledge or Flanch of such Railway, for the Purpose of guiding the Wheels of the Carriages thereon, shall not rise above nor sink below the Level of such Road more than One Inch. As to Ledge of Railway when crossing Highways.

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

[Local.]

15 B

CXV. And

Regulating
Ascent of
Bridges for
carrying pub-
lic Roads
over Railway.

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

Regulations
as to crossing
Highways on
a Level.

CXVI. And be it further enacted, That the said Railway shall not be made across any Street or Highway (upon which Carriages or Carts shall pass) on the Level without the previous Consent in Writing of some Two Justices of the Peace for the County acting for the Division within which the Street or Highway so to be crossed shall be situate; and where the said Railway shall cross any public Footpath in any other Manner than on the Level the said Company shall make and maintain convenient Ascents and Descents (as the Case may be) to such Footpaths.

Openings
into Tunnels
not to be
made in pub-
lic Highways.

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

Providing for
Injury to
Roads.

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

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

CXIX. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway on a Level the said Company shall erect and at all Times maintain good and sufficient Gates across the said Railway at the Point where it shall cross such public Highway, all which Gates shall be constantly kept shut by some Person to be appointed by the said Company (and which Person the said Company are hereby required to appoint under a Penalty of Five Pounds for each Default),

except during the Times when Carriages passing along the said Railway shall have to cross such public Highway, and then the same Gates shall be opened for the Purpose only of letting such Carriages pass through, and that such Gates shall be so constructed as when opened for Passage along the said Railway they shall close the Passage of the said public Carriage Roads across the said Railway; and the Person entrusted with the Care of such Gates shall cause every such Gate to be shut as soon as such Carriages shall have passed through the same, under the Penalty of Forty Shillings for every Default therein.

CXX. And be it further enacted, That the said Company shall, at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect, and from Time to Time maintain, such and so many convenient Gates in, upon, or adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, as Two or more Justices of the Peace acting within their Jurisdiction shall, upon the Application of the Owner or Occupier of any Lands, or of any Person having a Right of Way over any Lands, judge necessary and appoint (in case there shall be any Dispute about the same) for the Use of the Owners or Occupiers of the respective Lands, or of any Person having such Right of Way as aforesaid over any Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same, but making full Compensation for any Damage that may be so done to such Lands to the Owners and Occupiers thereof respectively; and in case the said Company shall refuse to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, or in case any Damage shall arise in consequence of the Omission to erect and maintain any such Fences as aforesaid, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, or, as the Case may require, to maintain and repair, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made and erected aforesaid, so that in making, erecting, repairing, or maintaining

Company to erect Gates for the Protection of adjoining Lands.

maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway or any of the Works by this Act authorized to be made or constructed by the said Company shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, and the Amount of any Damage sustained by reason of such Omission as aforesaid, in case the same shall not exceed the Sum of Ten Pounds, to be settled and allowed by the said Justices (in case there shall be any Dispute about the same), shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid by the said Company, or shall have suffered by such Omission as aforesaid, within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs, Charges, and Damages within the Time aforesaid the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs, Charges, and Damages by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs, Charges, and Damages shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs, Charges, and Damages 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 Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, 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.

Compensation in lieu of Gates, Bridges, &c.

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

Owners of Lands empowered to erect Gates &c. in case of Insuffici-

CXXII. And be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said

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

ency of those erected by the Company.

CXXIII. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, after any Land shall have been taken for the Use of the said Railway and other Works, to separate the same and to keep the same constantly separated from the Lands adjoining to such Railway and other Works with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, in case the Owners of such Lands adjoining to such Railway and other Works, or any of them respectively, shall at any Time desire the same to be fenced off, or in case the said Company shall think proper to fence off the same, instead of erecting Gates across the same as aforesaid; and the said Company shall make and maintain all necessary Gates and Stiles in all such Fences, and in every such Case the Powers, Provisions, Directions, Limitations, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences, and the Gates and Stiles in such Fences, as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, Limitations, and Regulations were here repeated and enacted with respect to such Fences, Gates, and Stiles.

For fencing off Railway through private Lands.

CXXIV. And be it further enacted, That the said Company shall and they are hereby required from Time to Time at their own Expence to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from and to the Lands adjoining or lying near to the said Railway as before making the said Railway; and that the said Company shall not divert, obstruct, or impound any Water to the Prejudice of any Lands; and that the said Company shall also make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of Access to their ancient Watering

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

[Local.]

15 C

Places,

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

Providing
for Supply of
Water to
Moors in
North Pe-
therton.

CXXV. And whereas the said Railway is intended to be carried across certain Moors called *East Moor*, *West Moor*, and *Middle Moor*, in the Parish of *North Petherton* in the County of *Somerset*, and it is expedient to guard against any Diminution in the Supply of Water to the said Moors which may arise by the Construction of the said Railway; be it therefore enacted, That nothing in this Act contained shall extend or be construed to extend to enable the said Company to deprive the Cattle feeding on the said Moors or either of them of a sufficient Supply of Water at all Times of the Year, or the several Owners or Occupiers of the said Moors or either of them of Water for irrigating the said Moors, in such Manner as they may deem necessary; and in order to determine the best Mode of constructing the said Railway so as to prevent any Impediment therefrom to the proper and convenient Supply of Water to the said Moors, the
major

major Part in Value of the Owners and Occupiers of the said Moors shall, if they think fit, within Six Calendar Months after the passing of this Act, nominate and appoint some competent Engineer on their Behalf, who, together with the Engineer of the said Company, shall determine the Mode in which the said Railway shall be constructed so as to insure such Supply as aforesaid; and in case the said Two Engineers cannot agree in the Premises the Question shall be left to the Determination of a Third Engineer, to be nominated by the said Two Engineers, and whose Award shall be final: Provided always, that if the said Owners and Occupiers refuse, or for the Space of One Calendar Month next after Notice, signed by the Clerk for the Time being of the said Company, calling a Meeting of such Owners and Occupiers, and published twice in some Newspaper printed in the said County of *Somerset*, requiring them so to do, shall neglect to nominate an Arbitrator on their Behalf, the said Company shall have full Power to appoint an Arbitrator in the Stead of the one who would have been appointed by the same Owners and Occupiers: Provided also, that in case any Arbitrator appointed by the said Owners and Occupiers shall die, or become incapable of acting, or shall refuse, or for the Space of One Calendar Month after his Appointment shall neglect to act, then and in either of the said Cases the said Owners and Occupiers shall have Power to appoint another Arbitrator in his Stead within Fourteen Days after Notice given in manner herein-before mentioned requiring them so to do, and in default of such Appointment the said Company may act in like Manner as though no original Appointment of an Arbitrator had been made by the said Owners and Occupiers: Provided also, that if the Arbitrators appointed by the said Owners and Occupiers and by the said Company respectively shall have named an Umpire, and either of such Arbitrators shall subsequently cease to act, all Matters remaining unsettled may be settled and determined by the Arbitrator who shall continue to act and by the said Umpire, and the Decision of such Arbitrator and Umpire shall be binding: Provided always, that the Award of the said Two Arbitrators or of their Umpire (as the Case may be) shall be made within Three Calendar Months from the Date of the Appointment of the said Two Arbitrators, and in default thereof the said Company shall have full Power to proceed with their Works in such Manner as they shall think proper.

CXXVI. And whereas the said Railway is intended to be carried across certain Moors between the *Polden Hill* and *Taunton* in the County of *Somerset*, and it is necessary to maintain a sufficient Supply of Water for the Cattle feeding thereon in Summer, and for the irrigating and flooding the said Moorlands at proper Seasons, and it is also necessary to prevent any Impediment being raised to the proper Drainage of the surplus Water from and off the said Moors; be it therefore enacted, That before the said Company shall proceed to construct the Railway over the said Moors, or over or through any Lands in the Vicinity of the said Moors which may affect the Supply of Water as aforesaid of the said Moors, the said Company shall appoint a competent Engineer, and *Edward Berkeley Portman*, his Heirs or Assigns, on behalf of the Owners and Occupiers of Lands in the said Moors, shall appoint a competent Engineer, which Engineer shall determine what Works will be required to give full Protection to the said Moors; and if they agree on a Plan the said Company shall proceed and execute such Plan; and if they fail to execute it the said *Edward Berkeley Portman*,

Providing for
Supply of
Water on
Moors be-
tween Polden
Hill and
Taunton.

Portman, his Heirs or Assigns, may execute it, and receive all Expences occasioned thereby summarily from the said Company, and the Company shall not make the Railway until such Works are made; and if the Engineers disagree they may fix on an Umpire whose Award shall be final, and the Expences of such Engineer and Award shall be defrayed by the said Company.

Act not to prevent the Owners of adjoining Lands to make Branches to communicate with the Railway;

CXXVII. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Land adjoining to the said Railway, or any other Persons, from laying 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, for the Purpose only of bringing Carriages upon such Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons, as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided always, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or for the Purpose of enabling Carriages to cross the said Railway on a Level, or in any Places which they shall have appropriated or set apart for any specific Purpose, with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace acting within their Jurisdiction, whose Determination, after the Examination of such competent Witnesses, as may be produced before them, shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly: Provided also, that the Persons making or using such Branch Railway to communicate with the said Main Railway shall be subject to all such Bye Laws, with respect to Traffic upon the said Main Railway, as shall be from Time to Time made by the Directors thereof.

nor to make Communications across the Railway.

CXXVIII. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining the said Railway from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and to use such Railway, Bridge, or Culvert so made by him for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, Bridge, or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company; and all such Railways, Bridges, and Culverts shall be made and

erected, and from Time to Time repaired or renewed, under the Superintendence of the Engineer of the said Company, and according to Plans and Specifications to be submitted to and approved of by such Engineer previously to the commencing of such Railways, Bridges, and Culverts respectively: Provided always, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within the Space of One Calendar Month, then such Plan and Specification shall be submitted to Two of His Majesty's Justices of the Peace acting within their Jurisdiction, who shall make such Order therein as they shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall be thereby, or by the Want of Repair thereof, done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners for the Time being of the Land for whose Benefit any such other Railway, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, in case the same shall not exceed the Sum of Twenty Pounds, but if the same exceed the Sum of Twenty Pounds by Action of Debt or on the Case, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

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

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

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

First and other General Meetings.

CXXXI. And be it further enacted, That One hundred or more Proprietors of the said Company, holding in the Aggregate Five hundred

[*Local.*]

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Shares Meetings of Proprietors may be spe-

cially convened.

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

Business of Special and adjourned General Meetings.

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

Notice of Meetings how to be given.

CXXXIII. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any other Matters, to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisements inserted in Two or more *Bristol* and Two or more *Exeter* Newspapers; and such last-mentioned Notices, when so published and given, shall be deemed and considered the same as if personally served.

Directing how Subscribers shall vote at Meetings.

CXXXIV. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act all Persons and Corporations who shall have duly subscribed for or become entitled to any Share or Shares, not exceeding Twenty, in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share; and all such Persons and Corporations as aforesaid as shall have subscribed for or become entitled to more than Twenty Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which they shall respectively have for or in respect of the first

Twenty Shares, have an additional Vote for every Five Shares which they shall have subscribed for or shall have become entitled to in the said Undertaking beyond the Number of Twenty Shares; and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking, and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present personally or by Proxy; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meeting; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted and other Circumstances will admit; (that is to say,)

‘ *A. B.* of _____ one of the Proprietors of The *Bristol and Exeter* Railway Company, doth hereby appoint *C. D.* of _____
 ‘ to be the Proxy of the said *A. B.* to vote or give his Assent to or Dis-
 ‘ sent from any Business, Matter, or Thing relating to the said Under-
 ‘ taking which shall be proposed at any General or Special General
 ‘ Meeting of the said Company, in such Manner as he the said *C. D.*
 ‘ shall think proper. In witness whereof the said *A. B.* hath hereunto set
 ‘ his Hand, or Common Seal, the _____ Day of _____

Form of
Proxy.

CXXXV. Provided always, and be it further enacted, That no Person shall be entitled to vote as a Proxy of any Person or Corporation as aforesaid unless the Instrument appointing such Proxy shall have been transmitted to the Secretary of the said Company Five Days at least before the holding of the Meeting at which such Proxy is intended to be used.

Proxies to be
transmitted
to Secretary
of Company.

CXXXVI. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purpose of voting at every General or Special General Meeting of the said Company, be deemed the Proprietor of such Share, and as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such

The Person
whose Name
stands first as
a joint Pro-
prietor with
others to be
deemed the
Owner and
to vote.

such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette* as herein mentioned, as the Case may require, and such Notice shall be deemed sufficient Notice to such Person whose Name shall so stand first as aforesaid, and to all other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given.

Lunatics and Minors to vote by Committees and Guardians.

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

Proprietors in arrear not to vote.

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

First General Meeting to choose Directors.

CXXXIX. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Sixteen Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares 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 Eight shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *February* in the Year of our Lord One thousand eight hundred and thirty-seven, and until others shall be elected in their Stead, in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration (if any) shall from Time to Time be allowed to the Directors of the said Company.

Directors to go out annually by Rotation.

CXL. And be it further enacted, That at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-eight One Fourth of the Directors who shall have been so elected as aforesaid (to be determined by Ballot amongst 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
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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 *February* which will be in the Year One thousand eight hundred and thirty-nine One Third of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty One Half of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and forty-one 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 *February* in every subsequent Year One Fourth 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.

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

Directors going out of Office re-eligible.

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

General Meetings for choosing Directors to consist of 40 Persons possessed of at least Two thousand Shares.

CXLIII. And be it further enacted, That when and so often as any Director of the said Company shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director, and every such Proprietor so elected to fill up any such Vacancy shall 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.

For supplying Vacancies among Directors.

No Person holding Office capable of being a Director.

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

Powers and Duties of Directors.

CXLV. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have Power to use the Common Seal of the said Company on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company; and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and the said Directors shall have Power to meet and adjourn from Time to Time and from Place to Place, such Places being within the Distance of Ten Miles from the Line of the said Railway, as they shall think proper; and there shall be Eight Directors at the least present in order to constitute a Meeting; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present; and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case he shall, if there shall happen to be an equal Division, always have a decisive or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors and by all Persons employed by or under them, and of all Money which they shall receive on behalf of or in respect of such Undertaking from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter into some Books, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies, as the Case shall require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings; and which Books shall be deposited with
and

and kept under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office before he shall enter thereupon. Treasurer to give Security.

CXLVI. 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 and so many of the Matters and Things which the said Directors are hereby authorized to do, or as the said Directors shall think proper to delegate and confide to such Committee or Committees; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any such Committee which shall have been appointed by them, or to remove and displace any Member of such Committee, and to appoint another in its Place and Stead, when and as often as the said Directors shall think proper, and such Committee or Committees shall have Power to meet from Time to Time and to adjourn from Place to Place as they shall think proper and as Occasion shall require for effecting the Purposes aforesaid, and at all Meetings of the said 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 or Committees shall have an additional or casting Vote. Directors may appoint Committees.

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

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

CXLIX. And

Directors to
cause Ac-
counts to be
kept.

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

Chairman
and Deputy
Chairman of
Directors to
be appointed.

CL. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provision herein contained, and at the First Meeting of the Directors which shall be held next after the Half-yearly Meeting in the Month of *February* in each Year, except the Year One thousand eight hundred and thirty-seven, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors, and the Chairman for the Time being of the said Directors shall have the Custody of the Common Seal of the said Company: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die, or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting next after such Vacancy shall have occurred to choose some other of the said Directors to be Chairman or Deputy Chairman; and every such Chairman or Deputy Chairman to be chosen as last aforesaid to fill such Vacancy shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled, under the Provisions of this Act, to continue if such Vacancy had not happened.

At Meetings
of the Com-
pany the
Chairman or
Deputy
Chairman
of Directors
to preside.

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

First Direc-
tors of the
Company.

CLII. And be it further enacted, That *Frederick Ricketts, Samuel Waring, James Charleton, William Watson, John Harford, James Gibbs, Robert Castle, Thomas Carlisle, William Morgan, Thomas H. England,*
James

James Brown, Samuel Lucas, W. D. Wills, William Browne, John Hare junior, Silas Dibsdall, Thomas Drake, Samuel Kingdon, John Tyrrel, Patrick Miller, William Flemming, James Goldsworthy, William Lee, Thomas Kingsbury, John Stothert, Richard Ball, Robert Beadon, John Browne, and Frederick Axford, and the Survivors and Survivor of them, or such of them as shall continue to act, shall be the first Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and they the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in manner herein-before provided with respect to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Sixteen Directors shall have been duly elected as herein-before prescribed, the said Directors herein named, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking as to the said Directors shall seem fit, and shall and may exercise all other Powers and Authorities which are by this Act given to or which may be exercised by the Directors who may be elected in pursuance hereof at the First or any subsequent Annual General Meeting of the said Company.

CLIII. Provided always, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed the Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk or of his Partner, to be Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be the Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

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

CLIV. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company, make out and deliver to the said Company, or to such Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act,

Officers to account.

[Local.]

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and

and such Account shall state how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balances of such Account shall appear to be owing from him to the said Company, or to such Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Company or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by any other Person on their Behalf to any Justice of the Peace acting within his Jurisdiction, such Justice may and he is hereby required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if sufficient Goods or Chattels shall not be found to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or, if appearing, shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required by Warrant under his Hand and Seal to commit such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and have paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company: Provided always, that no Person who shall be committed for Want of

sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

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

Company
empowered
to make Bye
Laws.

CLVI. And be it further enacted, That the said Company shall and they are hereby required to cause a true and particular Account to be kept and to be made up twice in every Year, that is to say, on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making and maintaining the said Railway and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to those Periods respectively, which Account shall be laid before the Half-yearly General Meetings of the said Company herein-before directed to be held in the Months of *August* and *February* respectively: Provided always, that if the Account so to be laid before any Half-yearly General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Ten Shares in the said Undertaking, who shall examine into such Account, and report thereon to a future Meeting of the said Company to be

Accounts to
be made up
half-yearly.

be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times cause to be produced to the said Committee or any Three Members thereof all Books of Accounts, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Dividend to be declared.

CLVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any Half-yearly General Meeting or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than quarterly, and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof, until such Call shall have been paid.

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

CLVIII. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations, and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *prima facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; that is to say,

Form of Certificate.

‘ The *Bristol* and *Exeter* Railway Company.
 ‘ Number
 ‘ THESE are to certify, That *A.B.* of _____ is the Proprietor of
 ‘ the Share [*or* Shares] Number _____ of the *Bristol* and
 ‘ *Exeter* Railway Company, subject to the Rules, Regulations, and Orders
 ‘ of the said Company. Given under the Common Seal of the said Com-
 ‘ pany the _____ Day of _____ in the Year of our Lord _____.’

CLIX. And

CLIX. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out, damaged, lost, or destroyed, then, upon due Proof thereof to the Satisfaction of the said Company, a similar Certificate or Ticket shall be given to the Proprietor of the Share in respect whereof the Certificate or Ticket so worn out, damaged, lost, or destroyed was granted, the said Company receiving for every such Certificate or Ticket which shall so be given or exchanged the Sum of Two Shillings and Sixpence, and no more.

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

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

Company to enter and keep List of Proprietors of Shares.

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

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

Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will in the Course of Administration shall be entitled to receive the same, or be entitled to vote in respect of any Share, the Probate Copy of the said Will or the Letters of Administration shall be produced and shown to the said Company.

To compel
Payment of
Subscrip-
tions.

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

Power to pay
Subscription
in advance,
and Interest
to be paid on
the Amount
in advance.

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

Power of Di-
rectors to
make Calls.

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

Amount of such Calls in any one Year shall not exceed Forty Pounds upon each Share, and an Interval of Three Calendar Months at the least shall elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of another Call, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in Two or more *Bristol* and Two or more *Exeter* Newspapers aforesaid; and all Monies so called for shall be paid to such Persons, at such Times and Places, and in such Manner as in the said Notice shall be appointed; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons, and at such Times and Places, and in such Manner as shall be appointed as aforesaid; and if any Owner or Proprietor for the Time being of any such Share shall not so pay such his rateable Proportion, then and in such Case and as often as the same shall happen he shall pay interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor for the Time being of any such Share shall neglect or refuse 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 His Majesty's Courts of Record by Action of Debt or on the Case, or by Bill, Suit, or Information, or the said Directors may and they are hereby authorized to declare the Shares belonging to such Owner to be forfeited, and to order such Shares to be sold: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company, that such Share hath been declared forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company, such General or Special General Meeting being held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General Meeting or Special General Meeting, the said Company, by an Order to be made at the same or at any subsequent General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited or any of them in manner by this Act directed; and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration in Writing made by some credible Person not interested before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall

If Calls are not paid the Company may sue for them, or declare the Shares forfeited and sell them.

shall his Title to such Share be affected by any Irregularity of proceeding in reference to such Sale, but such Declaration and the Receipt of the Treasurer of the said Company for the Price of such Share shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

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

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

Proceedings in Actions for Calls.

CLXVI. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Money due and payable for or in respect of any Call, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of a Share in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to for a Call or so many Calls of such Sums of Money upon a Share belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such respective Calls was a Proprietor of a Share in the said Undertaking, and that such Call was in fact made, and that such Notice was given as is directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest computed as aforesaid on such Calls, unless it shall appear that any such Call exceeded Ten Pounds *per* Share, or was made payable before the Expiration of Three Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required, or that Calls amounting to more than Forty Pounds in the whole had been made in some one Year; and in order to prove that the Defendant was a Proprietor of such Share in the said Undertaking, as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors from Time to Time of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, and of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall
from

from Time to Time become Proprietors thereof, or be entitled to Shares therein, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein.

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

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

CLXX. 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 Ten Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books, but all such Transfers shall, as between the Party claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more public Newspapers published in *Bristol* and One or more published in *Exeter*.

Power to close Transfer Books at certain Periods.

CLXXI. And be it further enacted, That no Person or Corporation 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 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.

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

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

Receipt of One Proprietor of a Share a sufficient Discharge.

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

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

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

Railway to be free on Payment of Rates.

CLXXV. And be it further enacted, That it shall be lawful for the said Company to demand and receive and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and

Rates of Tonnage allowed to be taken by the Com-

pany for the
Use of the
Railway

and Things which shall be conveyed upon or along the said Railway, any Rates or Tolls not exceeding the following ; (that is to say,)

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

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

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

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

Tolls allowed
to be taken
on Carriages
conveying
Passengers or
Cattle upon
the Railway.

CLXXVI. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for or in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following ; (that is to say,)

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

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

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

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

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

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

CLXXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive or stationary Engines or other Power for the drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and also along and upon any 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 this Act authorized to be taken.

Company
authorized to
carry Passen-
gers.

CLXXVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized, if they shall think proper, to use and employ locomotive Engines or other moving Power, and in Carriages or Waggons drawn or propelled thereby to convey upon the said Railway, and also along and upon any other Railway communicat-

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

CLXXIX. And, for the better preventing of Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper Carriage of certain Goods and Merchandize upon the same, be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, 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 herein the Sum of Ten Pounds: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character, and it shall be lawful also for the said Company to restrain any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Packages containing Goods of a dangerous Quality to be marked.

CLXXX. 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 Forty Pounds in Weight and Four Cubic Feet in Dimensions; and the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of, or for any Loss of or Injury to any Articles, Matters, or Things whatsoever carried upon or along the said Railway, with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried, other than and except such Passenger's Articles of Clothing, not exceeding the Weight and Dimensions aforesaid: Provided always, that nothing herein contained shall in any Case extend, or be deemed or construed to extend, to charge or make liable the said Company further or in any other Case than where, according to the Laws of this Realm for the Time being, Stage-coach Proprietors and common Carriers would be liable, nor shall any thing herein contained extend, or be deemed or construed to extend, in any degree to deprive the said Company of any Protection or Privilege which, either now or at any Time hereafter, common Carriers or Stage-coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

Passengers may carry Luggage without extra Charge.

CLXXXI. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any loco-

Act not to prevent Company from hiring loco-

[*Local.*]

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motive

motive Engines.

motive Engine or of any Carriage, and to pay for the same such reasonable Sum as may be agreed on between the said Company and such Person, any thing herein contained to the contrary thereof notwithstanding.

Company empowered to contract with other Railway Companies.

CLXXXII. 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 Act contained it shall be lawful for the said *Bristol* and *Exeter* 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 Tolls or Rates, or for the Passage over or along the Railway by this 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 *Bristol* and *Exeter* 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.

Company authorized to fix the Price of small Parcels.

CLXXXIII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing and by such Orders to fix the Sum to be charged by the said Company in respect of small Parcels (not exceeding Five hundred Pounds Weight each) as to them shall seem proper: Provided always, that the Provision herein-before contained shall not extend to Articles, Matters, or Things sent in large

aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels, unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time.

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

Regulating
the Charge
for short
Distances.

CLXXXV. And be it further enacted, That (without Prejudice to any of the Provisions herein-before contained) in all Cases in which there is a Fraction of a Ton a Proportion of the said Rates or Tolls may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered as a Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Six Miles or any greater Number of Miles, the Proportion of the Rates or Tolls which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein; and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof at the Distance of One Quarter of a Mile from each other.

Regulating
the Charge in
Cases of frac-
tional Parts
of a Ton or
of a Mile.

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

Power to re-
duce the
Rates or
Tolls.

CLXXXVII. Provided always, and be it further enacted, That the afore-said Rates and Tolls to be taken by virtue of this Act shall at all Times be charged equally and after the same Rate *per Ton per Mile* throughout the whole of the said Railway in respect of the same Description of Articles, Matters, or Things, and that no Reduction or Advance in the said Rates and Tolls shall either directly or indirectly be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Rates and Tolls upon any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the whole

Rates to be
charged
equally.

whole and every Part of the said Railway upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and shall extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, and Things thereon, any thing to the contrary thereof in anywise notwithstanding.

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

CLXXXVIII. And be it further enacted, That the said Company shall cause to be painted on Boards, and to be affixed and continued, and renewed as often as the same shall be obliterated or defaced, to or upon every Toll House or Building at which any of the Rates or Tolls by this Act authorized shall be collected or received, in some conspicuous Place, in large and legible Characters, an Account or List of the several Rates and Tolls which the said Company shall from Time to Time direct and appoint to be taken, and which shall be payable by virtue of this Act; and in case any Owner or Master of or Person having or assisting in the Charge of any Carriage passing upon the said Railway, or any Collector of the Rates or Tolls aforesaid, shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon specified, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Rates or Tolls only payable whilst Boards remain.

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

Penalty on defacing Boards.

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

For preventing Toll Collectors misbehaving.

CXCI. And be it further enacted, That every Collector of the Rates or Tolls by this Act granted shall and he is hereby required to place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of the Toll House or other Building whereat he shall be on Duty, each of the Letters of such Names to be at least Two Inches in Height and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the said Rates or Tolls shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or less Rate or Toll from any Person than he shall be authorized to do by virtue of the Powers of this Act, and of the Orders of the said Company made in pursuance thereof, or shall refuse to permit or shall not permit any Person to read or shall in anywise hinder any Person from
reading

reading the Inscriptions on the Board to be affixed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same and who shall have paid the legal Rates or Tolls, or shall in answer to such Demand give a false Name or Names, or upon the legal Rate or Toll being paid or tendered shall unnecessarily detain or wilfully obstruct or hinder any Carriage or any Person from passing upon the said Railway, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the said Company, or to any Passenger upon or to any Person lawfully using the said Railway, then and in every such Case every such Collector shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

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

Recovery of
Rates or
Tolls.

CXCIII. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give an exact and true Account in Writing signed by them to the Collectors of the Rates or Tolls at the Places where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in or upon the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left or taken off the said Railway; and if the Goods or other Things contained in or upon any such Carriage shall be liable to the Payment of different Rates or Tolls, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls; and in case any such Owner or other Person as aforesaid shall neglect or refuse so to give and deliver such Account, or to produce his Bill of Lading, to any Collector demanding the same, or shall give a false Account, or shall leave or deliver out or take off any Part of his Lading or Goods at any other Place than may be mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates or Tolls, and shall be thereof convicted before any Justice of the

Owners of
Carriages to
give Account
of Lading.

[*Local.*]

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Peace

Peace acting within his Jurisdiction, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding Five Hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or Five Hundred Weight, as the Case may be, which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently left, delivered out, or taken off as aforesaid, as the Case shall happen, over and above the Rate or Toll to which such Goods or Things may be liable.

Weight of
Goods ascer-
tained.

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

In case of
Difference
concerning
Weight, Col-
lector may
weigh or
measure the
Carriage.

CXCV. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls, or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing upon the said Railway, or of any Goods, Articles, or Things in or on such Carriage, or respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon; and in case the same shall, upon such examining, weighing, measuring, or gauging, appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage and the respective Owners of such Goods and other Things shall also, at the Option of the said Company, be liable to pay, the Costs and Charges of such examining, weighing, measuring, or gauging; all which Costs and Charges, upon Refusal or Neglect of Payment thereof on Demand, shall and may be recovered and recoverable by and in such Ways and Manner as the said Rates and Tolls are in this Act authorized to be recovered and levied; and if such Goods, Articles, or Things shall appear to be of the same Quantity and Quality, or of less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall appear to any Justice of the Peace acting within his Jurisdiction, on the Oath, or in the Case of a Quaker Affirmation, of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made appear to such Justice upon the

Complaint of the said Company, and upon the like Oath or Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious, on the Part of such Collector or other Officer as aforesaid, then such Collector or other Person as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods of the said Company, or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), upon Demand, after deducting the Costs of such Distress and Sale, to the said Company, or to the said Collector or other Officer as aforesaid (as the Case may require).

CXCVI. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls due to the said Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or (as the Case may require) the Proceeds of the Sale thereof, until the Amount of the Rates or Tolls due, or (as the Case may require) such Rates or Tolls, and the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting within his Jurisdiction, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmations of the Parties or other Witnesses, and determine the Amount of the Rates or Tolls due, or (as the Case may be) such Amount and also the Amount of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Non-payment thereof on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same by Warrant under the Hand and Seal of such Justice.

For settling
Disputes
about the
Amount of
Rates
Tolls

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

Company
empowered
to lease the
Rates or
Tolls.

thereof intended to be let, shall be given by the said Company by Advertisement to be inserted in some *Bristol* and *Exeter* Newspaper at least Fourteen Days prior to any Meeting of the said Company or of the said Directors at which it may be intended that the said Rates and Tolls shall be let as aforesaid.

Power of Re-
entry in case
of Nonper-
formance of
Conditions of
Leases of
Rates or
Tolls.

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

farm the said Rates or Tolls to the same or any other Person, or cause them to be collected, in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

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

Weights allowed to be carried on the Railway.

CC. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and the Times when the same shall be open for Use, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode or Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages or in any of the Stations or Premises occupied or belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working the said Railway and other Works, and by all Travellers and Passengers passing upon the said Railway, upon pain of forfeiting and paying a Sum not exceeding Five Pounds, which the said Company may attach to any such Default: Provided always, that in every Case of Infraction or Nonobservance of any such Rules or Regulations which shall be attended with Danger to the Public or Annoyance to Travellers, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction, Nuisance, or Hindrance.

Company empowered to regulate the Passage on Railway.

CCI. And be it further enacted, That no Carriage shall pass along or be upon the said Railway or any Part thereof, or the Works connected therewith, (except in directly crossing the same, as herein authorized, for

Carriages not to be used, unless constructed as the

[Local.]

directed by
the Com-
pany.

the Occupation of the respective Lands through which such Railway shall be laid, or in passing any public or private Carriage Road which may happen to cross the said Railway,) unless such Carriage shall have been originally constructed according to the Rules and Regulations which the said Company may from Time to Time make in regard to Carriages, (and which Rules and Regulations the said Company are hereby expressly required to make, and are authorized wholly or partially to alter or revoke from Time to Time, with Power to make new Rules and Regulations from Time to Time in lieu of or in addition to any former Rules and Regulations,) nor unless such Carriage shall at all Times, so long as it shall be used or shall be on the said Railway and Works or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may from Time to Time or at any Time require: Provided always, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they shall have any Effect as Rules and Regulations, be published once in some One Newspaper of every County through which the said Railway shall pass; and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever, and the Production of a Newspaper of each of the said Counties containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company shall for all Purposes be considered as sufficient Evidence of the due making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time and from Time to Time arise between the said Company and the Owner of any such Carriage as to the original Construction or as to the State or Condition from Time to Time or at any Time of any such Carriage, in reference to the then past or existing Rules and Regulations of the said Company, such Disputes shall from Time to Time, when and as often as they may arise, be immediately referred to Three indifferent Persons, one to be appointed by the said Company, and another by the Owner of any such Carriages, and the Third to be appointed by the Two so first appointed previous to their entering on the Business of the Reference; and the Decision in Writing of such Two Arbitrators and their Umpire, or of any Two of them (as the Case may be), shall be final and conclusive, and which Decision they are hereby required to make; and if either the said Company or the said Owner shall for Ten Days after being so required in Writing by the other of them neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party shall alone make a final Decision in Writing; and such Award or Decision shall, upon Proof of the Signatures thereto, be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence for all Purposes whatsoever of all the Facts therein stated; and if any Carriage not originally constructed according to the then Rules and Regulations of the said Company, or not from Time to Time or at any Time being in the State and Condition which the Rules and Regulations of the said Company in existence at that Time may require, shall pass or be upon any Part of the said Railway or the Works connected therewith (except as aforesaid), the Owner thereof or his Servant, or any one of his Servants, having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

CCII. And

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

Engines used on Railway to be approved by the Company.

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

Locomotive Engines to consume their own Smoke.

CCIV. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and carrying Passengers or Goods for Pay, Hire, or Reward, shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground Two Inches in

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

in Height at the least, and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company, or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage or who shall conduct the same upon the said Railway without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Owners of Carriages to be accountable for Damage done by their Servants.

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

him, either upon Proof made, or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

CCVI. Provided always, and be it further enacted, That in case any Owner of any Carriage passing or being upon the said Railway and Works, or any Part thereof, shall be compelled to pay any Penalty or to make any Satisfaction for any Damage by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both (as the Case may be), with the Costs attending the same, to such Owner; and in case of Non-payment thereof on Demand, and Oath, or in the Case of a Quaker Affirmation, made by such Owner of the Payment by him of such Penalty and Satisfaction, or either of them (as the Case may be), and that the same hath not been repaid to him by such Servant although demanded, (such Oath or Affirmation being made before some Justice of the Peace for the County, City, or Place in which such Penalty or Damage was incurred,) such Penalty and Satisfaction, or either of them (as the Case may be), and the Costs aforesaid, shall be levied by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction, or either of them (as the Case may be), and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction, or either of them, and the Costs so by him paid for the wilful Neglect or Default of such Servant as aforesaid; and in case no sufficient Distress can be had such Justice shall and he is hereby required to commit such Servant to some Common Gaol or House of Correction for the said County, City, or Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months, with or without hard Labour.

Owners may recover from their Servants any Money paid for their Neglect.

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

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

CCVIII. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall at their own Expence have made proper and convenient Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to any Agreement with any Owner or Occupier thereof, or according to the Provisions of this Act,) at all Times to pass

Owners and Occupiers of adjoining Lands to cross Railway without Payment of Toll.

[Local.]

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and

and repass, and to lead and conduct any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly, but not otherwise, over or across such Part and such Part only of the said Railway as shall be made in or upon their respective Lands for the Purpose of occupying the same Lands, without Payment of any Rate or Toll for the same; provided that by so doing, or by consequence thereof, the Passage upon or along the said Railway be not in any way hindered or obstructed, or the same or the Works connected therewith be not in any way damaged.

Right of such Owners and Occupiers to cross the Railway to cease when proper Communications are made.

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

Penalty on Persons on Foot using the Railway.

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

Penalty on Persons obstructing the free Course of the Railway.

CCXI. And be it further enacted, That if any Person shall throw, place, or wilfully scatter or drop any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works (unless by Authority of the said Company), or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he and every Person actually or constructively aiding or assisting therein shall respectively forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Penalty on destroying Works.

CCXII. And be it further enacted, That if any Person shall wilfully, and to the Detriment of the said Undertaking or of the said Company, injure, break, throw down, destroy, steal, or take away any Part of the said Railway or other Works erected or made by virtue of this Act, or

any Part of the Materials of any such Works, so as that the Use of or Passage on the said Railway shall be or shall be liable to be obstructed, impeded, or otherwise interrupted, every Person, being lawfully convicted of any such Offence, shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of Simple Larceny.

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

Punishment
of Persons in
the Service
of the Com-
pany for
Drunkenness.

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

Indictments,
&c. how to
be preferred
or instituted.

CCXV. And

Penalty for
obstructing
the Railway.

CCXV. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Thirty Inches over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage or any Goods or Things shall be placed or be suffered to remain on any Part of the said Railway or other Works, so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be unloaded (if necessary), and to be removed in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained; nor shall they or he be liable for the safe Custody of any such Carriage, or any Goods or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

Damages and
Charges, in
Cases of Dis-
pute, to be
settled by
Two Justices.

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

In case of
Nonpayment
of Compen-
sation for
Damages, &c.
the same to
be levied by
Distress of
the Goods of

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

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

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

Recovery and
Application
of Penalties.

such Justices shall not be required to issue such Warrant of Distress, but they are hereby required by Warrant under their Hands and Seals to commit such Offender to some Common Gaol or House of Correction for the County, City, or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, with or without hard Labour, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

Justices may proceed by Summons in the Recovery of Penalties.

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

For securing Offenders whose Names and Residences are unknown.

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

Forms of Information and Conviction:

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

Form of Information.

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

Form of Conviction.

‘ } BE it remembered, That on the Day of
 ‘ to wit. } in the Year of our Lord A.B. is convicted
 ‘ before me C. D., one of His Majesty’s Justices of the Peace for the
 ‘ County

‘ County of [here describe the Offence, and the Time and
 ‘ Place when and where committed,] contrary to an Act passed in the
 ‘ Year of the Reign of His Majesty King *William* the Fourth,
 ‘ intituled [insert the Title of this Act]. Given under my Hand and Seal
 ‘ the Day and Year first above written. C.D.’

CCXXII. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace acting within their Jurisdiction from Time to Time to appoint such fit and proper Persons as shall be nominated to them by any Three of the Directors of the said Company for that Purpose to be Special Constables within the said Railway and other Works, and every or any Part thereof; and every Person so appointed shall make a Declaration, to be administered by the said Justices of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed, and having made a Declaration as aforesaid, shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the said Premises, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences; and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable, and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

Justices to
 appoint Spe-
 cial Con-
 stables.

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

General
 Power to Jus-
 tices to ad-
 minister
 Oaths.

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

For compel-
 ling Wit-
 nesses to at-
 tend.

CCXXV. And

Mortgagee,
Lessee, and
Secretary
may be Wit-
nesses.

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

Company to
keep a sepa-
rate Account
of the Tolls
for the Use
of the Rail-
way.

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

Persons ag-
grieved may
appeal to
Quarter Ses-
sions.

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

CCXXVIII. And

CCXXVIII. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Secretary or Clerk of the said Company, or leaving the same at the Office of the said Company or of the Secretary or Clerk, or delivering the same to some Inmate of such Office of the Company, or at the last or usual Place of Abode of such Secretary or Clerk, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent or Officer employed by the said Company, or on any One Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent or Officer, shall be deemed good and sufficient Service of the same respectively on the said Company.

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

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

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

CCXXX. And be it further enacted, That in all Cases in which by this Act any Notice is required to be served upon the Churchwarden of the Parish, Township, or Place to which the same shall relate, or any Sum of Money is directed to be paid to such Churchwarden, or any Act, Matter, or Thing is directed to be done by such Churchwarden, and the Place in respect of which such Notice, Payment, Act, Matter, or Thing shall arise shall be extra-parochial, Notice served upon and Payment made to, and every Act, Matter, or Thing done by a Constable acting within such Extra-parochial Place, shall be as good, valid, and effectual as if the same were respectively served upon, made to, and done by any Churchwarden as herein directed.

In Extra-parochial Places Constable to do the same Acts as Churchwarden.

CCXXXI. 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

How Debts may be proved in Cases of Bankruptcy.

or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

Directors
empowered
to grant Re-
leases to Wit-
nesses.

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

Authenti-
cated Bye
Laws to be
Evidence.

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

Distress not
unlawful for
Want of
Form.

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

Proceedings
not to be
quashed for
Want of
Form.

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

CCXXXVI. And

CCXXXVI. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities, or any of the Orders made, given, or directed in, by, or under this Act, unless Twenty Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence, at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been so done, or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Limitation
of Actions.

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

Plaintiff not
to recover
after Tender
of Amends.

CCXXXVIII. And be it further enacted, That none of the Directors of the said Company hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his being Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted,

Directors
not person-
ally answer-
able for Acts
legally done
as Directors

or

or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors or any of them shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into, or made, signed or executed, by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in Execution, but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Directors thereof, under or by virtue of any such Contract or Instrument, or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For the Indemnity of the Directors.

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

Provision for Deficiencies of Land Tax.

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

Providing for Deficiency in Poor Rates.

CCXLI. And whereas, by reason of the Exercise of the Powers by this Act granted, there may be Deficiencies in the Assessments for Poor Rates in the several Parishes or Townships through or in which the several

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

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

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

CCXLIII. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for either of the respective Counties of *Somerset* and *Devon*, or for the City and County of the City of *Bristol*, or the City and County of the City of *Exeter*, that the whole of the said Sum of One million five hundred thousand Pounds hath been subscribed as aforesaid, (and which Certificate such Justice is hereby authorized and required to grant on Application made to him by the said Company, and on Production of the Subscription Deed of or relating to the said Company,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of One million five hundred thousand Pounds has been subscribed.

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

CCXLIV. And whereas by means of the Purchases which the said Company are empowered or are required to make by virtue of this Act they may happen to be seised or possessed of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Seven Years from the Expiration of the Time allowed for completing the said Railway, to contract for and to sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof any Part of such superfluous Lands as shall not be required for the Purposes of this Act, save and except any Lands adjoining any Station belonging to the said Company, or any Estate or Interest purchased by the said Company in such Lands, or any Part thereof,

Enabling the Company to sell Lands not wanted.

[*Local.*]

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thereof,

thereof, in such Manner as they shall deem most advantageous; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Persons being in *England*, and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; but in Cases where the said Lands shall have been purchased from any Corporate Body the said Lands shall first be offered for Sale to the said Corporate Body before the same shall be offered to any one whose Lands shall adjoin the said Land so offered for Sale; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease; and a Declaration in Writing, made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County, City, or Place where such Lands may be situate, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused, or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made, and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and such Person and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which shall be made by the said Company pursuant to the Authority by this Act in them reposed shall be adjudged sufficient to vest such Estate in the Purchaser as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance.

Company,
upon Pay-
ment of Mo-
nies, to give
Receipts.

CCXLV. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands or of any Interest therein belonging to the said Company, which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under his Act, it shall be lawful for any Two Directors of the said Company, or

for the Secretary or Clerk, or any Officer appointed by the said Directors for the Purpose, to sign and give a Receipt for the Money so paid ; which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received, and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

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

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

CCXLVII. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Five hundred thousand Pounds, on the Credit of the said Undertaking ; and the Directors of the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof,

(the

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

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

Form of
Transfer of
Mortgage.

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

CCXLVIII. And be it further enacted, That in case the said Company, at any Special Meeting to be called as in this Act is directed, 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 Part of the Remainder thereof by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company by the issuing of new Shares to augment the Capital Stock of the said Company by any further Sum or Sums of Money, so as the same, together with any Sum of Money that may be borrowed and continuing at Interest by way of Mortgage as aforesaid, shall not exceed such further and additional Sum of Five hundred thousand Pounds hereby authorized to be raised as aforesaid; and all such further and additional Capital Stock, not exceeding such additional or further Sum as aforesaid, as shall be so raised, shall be considered as Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management in all respects and to all Intents and Purposes as if the same had been Part of the original Capital Stock of the said Company, except as to the Times of making Calls for the said additional Capital Stock and the Amount of such Calls, which Times and the Amount of such Calls respectively shall from Time to Time be appointed by the said Company: Provided always, that all the Regulations, Provisions, and Authorities herein contained in relation to the Calls for the Capital Stock of the said Company, and to the Recovery thereof or of any Arrears thereof, and to the Forfeiture of any Sums

Power to
increase Ca-
pital Stock
by raising
the Amount
by Shares.

[Local.]

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advanced

advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum hereby authorized to be raised and subscribed as aforesaid, or such Part thereof as shall be required to be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

Power to borrow Money of Exchequer Loan Bill Commissioners, and give Security.
3 G. 4. c. 86.

CCXLIX. And be it further enacted, That it shall be lawful for the said Company at any Time or from Time to Time, by Order of any General or Special General Meeting, to borrow of the Commissioners for carrying into execution an Act of Parliament passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to amend Two Acts of the Fifty-seventh Year of His late Majesty and the First Year of His present Majesty, for authorizing the Issue of Exchequer Bills and the Advance of Money for carrying on Public Works and Fisheries and Employment of the Poor, and to authorize a further Issue of Exchequer Bills for the Purposes of the said Act*, any Sum of Money not exceeding in the whole the Sum of Money hereby authorized to be raised by Mortgage as aforesaid, and by Deed under the Common Seal and at the Costs of the said Company to assign or assure to the Secretary for the Time being of the said Commissioners, and as they shall direct, free from Incumbrances, the said Undertaking, and all the Works and Property of the said Company, and all Rates, Tolls, Profits, and Receipts accruing and thereafter to accrue to or for the Use of the said Company under or by virtue of the Authority of this Act or otherwise, for securing to the said Commissioners the Repayment of the Amount of the Exchequer Bills to be so borrowed as aforesaid.

Security to Commissioners to have Priority.

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

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

CCLI. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the said Counties of *Somerset* and *Devon*, or for the City and County of the City of *Bristol*, or the City and County of the City of *Exeter*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interests shall be so in arrear, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid, and the Money so to be received by such Person is hereby

declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, shall be fully paid and satisfied, and after such Interest and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CCLII. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company. Creditors not to vote.

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

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

CCLV. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after For securing Repayment of Principal Money borrowed.

after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the said Counties of *Somerset* and *Devon*, or for the City and County of the City of *Bristol*, or the City and County of the City of *Exeter*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Twenty thousand Pounds, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case Mortgages are paid off, Company may raise the Amount again.

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

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

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

If Railway not completed in Seven Years Powers to

CCLVIII. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from

from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace for any of the said Counties of *Somerset* and *Devon*, or for the City and County of the City of *Bristol*, or the City and County of the City of *Exeter*, or any One of them, assembled at any General or Quarter Sessions of the Peace to be held in and for any of the said Counties of *Somerset* and *Devon*, or for the City and County of the City of *Bristol*, or the City and County of the City of *Exeter*, at any Time before the Expiration of the Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses upon Oath, or in the Case of Quakers Affirmation, to be produced before such Justices for that Purpose.

cease, except as to such Part, if any, as shall be completed.

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

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

CCLX. 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.

CITY AND COUNTY OF THE CITY OF BRISTOL.

Parish of Temple otherwise Holy Cross.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
House, Workshop, and Garden.	John Hare sen.	- - -	Joseph Veryard
House and Garden -	Ditto - - -	- - -	Samuel Bissix.
House - - -	John Hare sen. - - -	- - -	Thomas Jones.
Brick-yard, Sheds, and Wharf.	Ditto - - -	- - -	Charles Hare, Charles Hare jun., and John Hare jun.
Inn-yard and Stable -	Ditto - - -	- - -	James Leonard Cozens.
House - - -	Ditto and Henry Hawkins - - -	- - -	William Wall, Samuel Maggs.
Tenement and Yard -	Ditto - - -	- - -	Thomas White.
Ditto - - -	Ditto - - -	- - -	Void.

CITY AND COUNTY OF THE CITY OF BRISTOL AND COUNTY OF SOMERSET.

Parish of Bedminster.

House and Garden -	Paul Methuen - - -	Thomas Wise	Richard Brown.
Ditto - - -	Ditto - - -	James Hobbs	John Morgan.
Ditto - - -	Ditto - - -	Thomas Sims	James Hobbs.
Cottage and Garden -	Ditto - - -	Thomas Wise	John Veryard.
Tenement - - -	Ditto - - -	Thomas Sims	Ann Wilson.
Yards, Sheds, and Out-buildings.	Ditto - - -	Ditto	Thomas Sims.
Cowshed - - -	Ditto - - -	Ditto	Mrs. Ann Cotton and Jacob Rees.
Barn - - -	Ditto - - -	Ditto	James L. Cozens.
House - - -	Ditto - - -	Ditto	George Gay.
Cottage and Garden -	Ditto - - -	Thomas Wise	Thomas Priest.
House and Garden -	Ditto - - -	Thomas Priest	Thomas Priest jun.
Twinespinner's Shop -	Ditto - - -	Thomas Wise	Robert Veryard.
Garden Ground - - -	Ditto - - -	- - -	Thomas Wise.
Rope-walk and Sheds -	Ditto - - -	Thomas Wise	Robert Veryard.
Ditto - - -	Ditto - - -	Thomas Sims	Thomas Sims, Nath. Martin, Joseph Goldsworthy, Thomas Chathey, James Treble.
Pasture, Shed, and Barton.	Ditto - - -	- - -	William Jeffreys.
Garden Ground - - -	Paul Methuen and George Travis.	- - -	John Booth, Aminadab Randel, Henry Harding.
House and Garden -	S. and W. Brown and G. Travis	- - -	William Hasselbury.
Ditto - - -	S. and W. Brown and John Brooking.	- - -	William Noyes.
Ditto - - -	S. and W. Brown and G. Travis	- - -	John Westlake.
Ditto - - -	P. Methuen, S. and W. Brown, and the Representatives of the late John Roberts.	- - -	George Case.
Ditto - - -	Ditto - - -	- - -	Angel Churchill.
Ditto - - -	Ditto - - -	- - -	Daniel Davis.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
House and Garden -	P. Methuen, S. and W. Brown, and Rt. Cameron.	- - -	John Reynolds.
Ditto - -	P. Methuen, S. and W. Brown, and Jane Evans.	- - -	Jane Evans.
Ditto and Yard -	S. and W. Brown and Thomas Howard.	- - -	William Howard.
Ditto - - -	Ditto - - -	- - -	J. D. Ridler.
Ditto - - -	Ditto - - -	- - -	Richard Baker.
Ditto - - -	S. and W. Brown and William Johns.	- - -	James Adlam.
Ditto - - -	Ditto - - -	- - -	Samuel Neal.
Ditto - - -	Ditto - - -	- - -	Thomas Price.
House and Yard -	S. and W. Brown and Robert Taylor.	- - -	Void.
Ditto - - -	Ditto - - -	- - -	Ditto.
Ditto - - -	Ditto - - -	- - -	Sarah Dingley
Ditto - - -	Ditto - - -	- - -	John Harris.
Ditto and Garden	S. and W. Brown and Thomas Sheppard.	- - -	James Harris.
Garden Ground - -	Feoffees of St. Mary Redcliff Church Lands.	Samuel Evans Batemen.	William Old, Benjamin Green, James Davey, Ann Week, John Withers, Joseph Watkins, James Jenkins, Thomas Jenkins, John Atherley, Jas. Weeks, John Dindwiddy, Walter Taylor, John Palser, Thomas Webber, and Charles Tanner.
Shed - - -	Ditto - - -	Ditto - - -	Samuel Button.
House and Garden -	Ditto - - -	Ditto - - -	John Ingram.
Ditto - - -	Ditto - - -	Ditto - - -	William Wilcox.
Unfinished House -	Ditto - - -	Ditto - - -	
Ditto - - -	Ditto - - -	Ditto - - -	
Cottage and Garden -	Ditto - - -	Ditto - - -	Thomas Clarke.
Ditto - - -	Ditto - - -	Ditto - - -	Thomas Shafer.
Ditto Yard and Shed	Ditto - - -	Ditto - - -	Jas. Watkins and Samuel Evans Bateman.
Cottage and Garden -	Ditto - - -	Ditto - - -	John Parker.
Ditto - - -	Ditto - - -	Ditto - - -	John Dindwiddy.
Ditto - - -	Ditto - - -	Ditto - - -	Walter Taylor.
Ditto and Shed -	Ditto - - -	Ditto - - -	Void.
Cottage and Garden -	Ditto - - -	Ditto - - -	John Palser.
Ditto - - -	Col. W. G. Langton	Thomas Washer Gibbs.	Charles Tanner.
Ditto and Shed -	Ditto - - -	Ditto - - -	Ann Small.
Garden Ground - -	Ditto - - -	Ditto - - -	Benjamin King Palmer, Thomas W. Gibbs, William Walters, Robert Moggridge, Jer. Crooker, William Mortimer, and William Bishop.
Pasture and Shed -	Ditto - - -	Ditto - - -	Ditto.
Pasture, Quarry, and Limekiln.	James Gough	- - -	Himself.
Four unfinished Houses	Samuel Lucas	- - -	Henry Brady.
Garden Ground -	Ditto - - -	Henry Brady	Himself, Thomas Webber, James Parker, Robert Reed, James Marshall, Chas. Stenner, Henry Torrington, James Jones, Philip Morgan, Richard Spear, Mary Reed, and T. Wittington.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
House and Garden	Representatives of the late William Waters.	- - -	Mary Ann Sweeting.
Ditto	Ditto	- - -	Daniel Griffith.
Ditto	Ditto	- - -	John Stanley.
Ditto	Ditto	- - -	Henry Jenkins.
Ditto	Ditto	- - -	John Warne.
Ditto	Ditto	- - -	William Perkins.
Ditto	Ditto	- - -	Mary Reed.
Ditto	Ditto	- - -	John Peavey.
Ditto	Ditto and George Hamley	- - -	George Hamley.
Ditto	Representatives of the late W. Walters and Thomas Whittington.	- - -	Edward Burnett.
Ditto	Ditto	- - -	Thomas Whittington.
Ditto	Ditto	- - -	John Davey.
Ditto	Ditto	- - -	William Bache.
Ditto	Ditto	- - -	Mary Robertson.
Ditto	Ditto	- - -	John Long.
Ditto	Ditto	- - -	Samuel A. Gregory.
Ditto	Representatives of the late William Waters.	- - -	Void.
Ditto	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Ditto.
Ditto	Ditto and Elizabeth Nickless.	- - -	Ditto.
Ditto	Ditto	- - -	Elizabeth Nickless.
Unfinished House and Garden.	Representatives of the late William Waters.	- - -	Henry Torrington.
Ditto	Ditto	- - -	Void.
Ditto	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Ditto.
Pasture and Shed	Rev. R. Watson	- - -	Mary Jones.
Cottage and Garden	John Haydon	- - -	Himself.
Garden	George Broad	- - -	Himself.
Cottage and Garden	Thomas Parish Ward	- - -	Himself.
Garden	John Acraman	- - -	Benjamin Luxton.
Ditto	John Natriss	- - -	George Salvidge.
Garden Ground	Representatives of the late Wm. Waters and Eliz. Walters.	- - -	John Tutton.
Garden	John Natriss	- - -	George Salvidge.
Ditto and Sheds	James Cheese	- - -	James Cheese.
House, Garden and Sheds.	Trustees of Joan Langton's Charity.	- - -	Martha Duffetty.
Garden	Sir John Smyth	Ann Cass and Ambrose Brain.	Ambrose Brain and Martha Duffetty.
House, Coach-house, Stables, and Garden.	Philip Parker	- - -	Thomas Shaw.
House, Stable, Gardens, and Sheds.	Sir John Smyth	Ann Cass	Ambrose Brain.
House	Ditto	Ditto and Ambrose Brain.	Henry Morgan.
Orchard	Dowager Lady Milman	- - -	Joseph Evans.
House, Yard, Barton, and Sheds.	Ditto	- - -	Ditto.
Garden	Ditto	- - -	Ditto.
Garden Ground	Ditto	- - -	Ditto.
Pasture, Shed, and Occupation Road.	Ditto	- - -	Ditto.
Turnpike House and Garden.	Trustees of Bristol Turnpike Roads.	Joseph Blandy	Himself.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Cottage and Garden -	Joseph Fisher - - -	- - -	William Watts.
Ditto - - -	Ditto - - -	- - -	Void.
Ditto - - -	Hannah Jefferies - - -	- - -	Herself.
Garden - - -	Col. William Gore Langton	- - -	Jonathan Rennolds.
House, Stables, Waggon-house, Barns, and Sheds.	Ditto - - -	- - -	Ditto.
Orchard and Garden -	Ditto - - -	- - -	Ditto.
Fish-pond, Yard, and Waste Ground.	John Nattriss - - -	- - -	Himself.
Cottage - - -	Thomas Woodbridge - - -	- - -	Himself.
House, Garden, and Cow-house.	Sir John Smyth and Colonel William Gore Langton.	- - -	Joseph Green.
Old Brick-kiln - - -	John Nattriss.	- - -	
Cottage and Garden -	James Burt - - -	- - -	Himself.
Ditto - - -	William Baker - - -	- - -	Himself.
Garden - - -	Richard Chamberlain sen.	- - -	Himself.
Ditto - - -	Sir John Smyth - - -	- - -	Joseph Green.
House and Garden -	William Esgar and Charlotte Esgar.	- - -	William Esgar.
Garden Ground - - -	Richard Chamberlain sen.	- - -	Himself.
Cottage and Garden -	Richard Chamberlain jun.	- - -	Himself.
Ditto - - -	Richard Chamberlain sen.	- - -	Himself.
Ditto - - -	William Oldfield - - -	- - -	Himself.
Houses and Gardens -	Thomas Reynolds and George Burgess.	- - -	Themselves.
Ditto - - -	Mary Ann Manley - - -	- - -	Edward Smith.
Ditto - - -	Ditto - - -	- - -	John Tovey.
Ditto - - -	Ditto - - -	- - -	Edward Derrick.
Garden - - -	Israel Rose - - -	- - -	Himself.
Unfinished Cottage and Garden.	Joseph Oldfield - - -	- - -	Himself.
Garden - - -	Moses Rennolds - - -	- - -	Himself.
Cottages and Garden	James Fryer and George Davis.	- - -	Themselves.
Pasture and Cow-shed	Sir John Smyth - - -	- - -	Sarah Sprod.
Garden Ground - - -	Churchwardens of the Parish of Bedminster.	Representatives of Tho. Waters.	Thomas Woodbridge.
Pasture, House, and Occupation Road.	John Hardwick - - -	- - -	Bedminster Coal Company.
Coal Works - - -	Bedminster Coal Company	- - -	Themselves.
Pasture and Shed - - -	Dowager Lady Milman - - -	- - -	Bedminster Coal Company
House and Garden - - -	Churchwardens of Bedminster and George Longbotham.	- - -	Void.
Garden - - -	Col. G. Langton - - -	- - -	Bedminster Coal Company.

COUNTY OF SOMERSET.

Parish of Long Ashton.

Orchard - - -	Sir John Smyth - - -	- - -	Ann Fox.
Barton and Pond - - -	Ditto - - -	- - -	Ditto.
Farm-house, Yards, and Sheds.	Ditto - - -	- - -	Ditto.
Orchard and Mowbar-ton.	Ditto - - -	- - -	Ditto.
Garden - - -	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Ditto.
Garden - - -	Col. William Gore Langton	George Parsons	Richard Goscombe.
Orchard - - -	Sir John Smyth - - -	- - -	George Goulstone.
Pasture, Garden, and Shed.	Representatives of the late Henry Shell.	- - -	William Bacon.

[Local.]

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Orchard - - -	Sir John Smyth - - -	- - -	John Lewis.
Ditto - - -	Ditto - - -	- - -	Charles Holder.
Ditto - - -	Ditto - - -	- - -	Ditto.
House, Orchard, and Waggon-house.	Ditto - - -	- - -	Ditto.
Arable, Orchard, and Brook	Ditto - - -	- - -	William Fox.
Pasture and Orchard -	Ditto - - -	- - -	Ditto.
House, Yards, Bartons, Gardens, and Sheds.	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Ditto.
Ditto - - -	Ditto - - -	- - -	Charles Holder.
Ditto - - -	Ditto - - -	- - -	Ditto.
Withy Bed - - -	James Sparrow - - -	- - -	William Hitchman.
Garden - - -	Sir John Smyth - - -	- - -	Daniel Keedwell.
Cottage and Garden -	James Hardwedge - - -	- - -	Himself.
Farm-house, Buildings, Yards, and Gardens.	James Sparrow - - -	- - -	Levy Star.
House and Garden -	Sir John Smyth - - -	Wm. Hitchman junior.	Daniel Keedwell.
Orchard - - -	James Sparrow - - -	- - -	Levy Star.
<i>Parish of Bourton.</i>			
Withy Bed and Brook	James Sparrow - - -	- - -	Sarah Baker.
Orchard - - -	Ditto - - -	- - -	Ditto.
Garden - - -	Ditto - - -	- - -	Ditto.
Poor House and Garden	Joseph Fisher, Trustee of the Poor of the Parish.	- - -	
Orchard and Pasture -	James Sparrow - - -	- - -	William Vowles.
Ditto - - -	Ditto - - -	- - -	Ditto.
<i>Parish of Backwell.</i>			
Cottage and Garden -	Marquis of Bath - - -	James Garland	Himself.
Ditto - - -	Ditto - - -	Ditto - - -	Isaac Crew.
Ditto - - -	Ditto - - -	Joseph Jones	Himself.
Ditto - - -	Ditto - - -	Charles Hall	James Jones.
Garden Ground - - -	Ditto - - -	Richard Hunt	James Vowles.
Orchard - - -	Ditto - - -	Ditto - - -	Ditto.
Orchard and Pasture -	Ditto - - -	Joseph Ham -	Henry Watts,
Mowbarton, Yard, Shed, Orchard, and Footpath.	Ditto - - -	Ditto - - -	Ditto.
Orchard - - -	Ditto - - -	Joseph Ham	Ditto.
Ditto - - -	Ditto - - -	Representatives of the late John Collins and Thomas Woolley.	Thomas Woolley.
Barton and Cow-shed	Ditto - - -	Ditto - - -	Ditto.
Cottage and Garden -	Ditto - - -	John Sperrin	John Stokes.
Ditto. - - -	Ditto - - -	Ditto - - -	Joseph Hedger.
Orchard - - -	Ditto - - -	R. Henry Bean	Benjamin Cooke.
Ox-stall - - -	Ditto - - -	Ditto - - -	Ditto.
Orchard - - -	Ditto - - -	Ditto - - -	Ditto.
Pasture, Engine-house, and Footpath.	Ditto - - -	J. F. Hanson -	Joshua Flesher Hanson.
<i>Parish of Chelvey.</i>			
Orchard - - -	Colonel Tynte - - -	- - -	John Cottle.
Ditto - - -	Ditto - - -	- - -	Ditto.
Ditto - - -	Ditto - - -	- - -	Ditto.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Farm-house, Garden, and Buildings.	Colonel Tynte	- - -	John Cottle,
Orchard - - -	Ditto	- - -	Ditto.
Coppice - - -	Ditto	- - -	Ditto.
Orchard and Barn -	Ditto	- - -	John Light.
Alder Bed and Brook	Ditto	- - -	Ditto.
Wood and Brook -	Ditto	- - -	Ditto.

Parish of Brockley.

Withy Bed - - -	John Hugh Smith Pigott	- - -	Himself.
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Parish of Nailsea.

Withy Bed and Brook	The Executors of John Withey.	- - -	George Withey.
House, Garden, and Barton.	Joseph B. Sherring	- - -	Mary Wedmore.
Garden Ground -	Ditto	- - -	Ditto.
Alder Bed and Brook	John Hugh Smith Pigott	- - -	Elizabeth Wilcox.
Withy Bed - - -	Ditto	- - -	Ditto.
Pond and Brake -	Ditto	- - -	Ditto.
Orchard - - -	Ditto	- - -	Ditto.
Pond and Brake -	Ditto	- - -	Ditto.

Parish of Yatton.

Pasture and Garden -	John Hugh Smith Pigott	- - -	John Manning sen.
Orchard and Stable -	Elizabeth Cambridge	- - -	Ditto.
Orchard - - -	Ditto	- - -	Ditto.
House and Garden -	George Turner Seymour	- - -	Bishop Gregory.
Pasture, Barn-yards, Barton, and Buildings.	Ditto	- - -	Ditto.
Orchard, Pasture, and Ox-house.	John Hugh Smith Pigott	- - -	Isaac Mulford and James Mulford.
Orchard - - -	Ditto	- - -	Ditto.
Ditto - - -	Mary Hunt, C. Parsons, and R. Bryant.	- - -	Nathan Ainsworth.
Farm-house, Garden, Yards, Bartons, Stack Yard, Barn, and Buildings.	Ditto	- - -	Ditto.
Dwelling House, Barn, Stables, Cow-house, Yards, Garden, Barton, and Buildings.	Bishop Gregory	- - -	Sarah Doggett.
Orchard - - -	Ditto	- - -	Ditto.
Cottage and Garden -	William Gregory and Martha Gregory.	- - -	George Coombs.
Cottage and Blacksmith's Shop.	Ditto	- - -	George Yeeles
Orchard - - -	John Tripp	- - -	Himself.
Farm-house, Yards, Barns, and Stables, Orchards, Gardens, and Buildings.	William Atherton	- - -	Frederick Blew.
Garden - - -	Ditto	- - -	Ditto.
Orchard - - -	Trustees of the late Richard Woolfrey.	- - -	William Bowle.
Pasture and Shed -	George Turner Seymour	- - -	James and Peter Cox.
Ditto - - -	Robert Phippen	- - -	William Wilkin.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Nursery Garden, Barton, and Occupation Road.	Robert Phippen - - -	- - -	William Wilkin.
Arable and Withy Bed.	Ditto - - -	- - -	Ditto.
Farm-house, Garden, Yards, Barton, Mowpen, and Buildings.	Ditto - - -	- - -	Ditto.

Parishes of Congresbury, Kewstoke, and Puxton intermixed.

Orchard, Garden, and House.	George Counsel - - -	- - -	Josiah Ride.
House and Garden -	Anthony Stubbins - - -	- - -	Himself.
Orchard - - -	Governors of Queen Elizabeth's Charity.	- - -	William Bowles.
Garden - - -	Ditto - - -	- - -	Ditto.
Orchard - - -	Samuel Baker - - -	- - -	Charles Hardwick.
Farm-house, Gardens, Yards, Barton, Mowpen, and Outbuildings.	Ditto - - -	- - -	Ditto
Orchard - - -	Ditto - - -	- - -	Ditto
Pasture and Sheds -	Ditto - - -	- - -	Ditto.
Orchard, Sheds, and Buildings.	Ditto - - -	- - -	Ditto.

Parish of Wick St. Lawrence.

House, Garden, and Orchard.	Henry Sheppard - - -	- - -	Samuel Palmer.
Cottage and Garden -	Edward Whitly - - -	- - -	Isaac Palmer.
Ditto - - -	Ditto - - -	- - -	Void.
Ditto - - -	Ditto - - -	- - -	Void.
Ditto - - -	Ditto - - -	- - -	Hesther Palmer.
Ditto - - -	Ditto - - -	- - -	George Gamlin.
Ditto - - -	Ditto - - -	- - -	Void.
Orchard - - -	Hester Palmer - - -	- - -	Herself.

Parish of Banwell.

Barn and Orchard -	Bishop of Bath and Wells	Geo. Emery -	Mary and Arthur Chapman.
Garden - - -	Ditto - - -	Jas. B. Hellier	Joseph Burgess.
House, Barton, and Orchards.	Ditto - - -	Ditto -	Ditto.
Garden - - -	Ditto - - -	John Soper -	John Soper.
Orchard - - -	Ditto - - -	Jas. B. Hellier	Joseph Burgess.
Ditto - - -	Ditto - - -	Geo. Emery -	Mary and Arthur Chapman.
Orchard - - -	Ditto - - -	Mary Day -	Thomas Ryall.
Cottage and Garden -	Ditto - - -	Geo. Emery.	William Follett.
Orchard - - -	Ditto - - -	John Soper -	John Soper.
Five Cottages and Garden.	Ditto - - -	Thomas Edwards.	John Tedball, Charles Binding, George Pain, Henry Jenkins, and Thomas French.
Orchard - - -	Ditto - - -	George Emery	George Emery.

Parishes of Worle and Kewstoke intermixed.

House, Garden, and Orchard.	Thomas Nicholls - - -	- - -	George Thayer.
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Parish of Lympsham.

Garden - - -	Mary Wyndowe and David Day.	- - -	James Day.
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Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
<i>Parish of South Brent.</i>			
Farm-house, Buildings, Yards, and Stables.	William Petheram - - -	- - -	Thomas Frost.
Garden Ground - -	Ditto - - -	- - -	Ditto.
House and Garden -	Thomas Barnstaple - -	- - -	Himself.
Garden Ground - -	Archdeacon of Bath and Wells.	George Haynes	William Body.
Ditto - - -	William Bennet sen. - -	- - -	Christopher Bennett.
Houses and Gardens -	James Day - - -	- - -	James Primme and James Day.
<i>Parish of Burnham.</i>			
Orchard - - -	A. K. Deane - - -	- - -	T. Daunton.
Rick Barton - - -	Ditto - - -	- - -	Ditto.
House, Yard, Garden, and Buildings.	Ditto - - -	- - -	Ditto.
Garden - - -	Henry Clothiar - - -	- - -	Robert Beecham.
Orchard - - -	Ditto - - -	- - -	Ditto.
Garden - - -	Robert Wilkins - - -	- - -	Himself.
Cottage and Garden -	Henry Clothiar - - -	- - -	Robert Beecham.
Ditto - - -	Trustee of Maria Davis -	- - -	John Hogley.
Orchard and Garden -	Ditto - - -	- - -	John Dodd.
Cottage, Shed, and Gar- den.	James Hastings - - -	- - -	Joseph Clist.
Orchard - - -	Rev. John Chard - - -	- - -	Joseph Stevens.
<i>Parish of Huntspill.</i>			
Garden - - -	John Martin - - -	- - -	Himself.
Cottage, Orchard, and Shed.	Jane Gane - - -	- - -	Herself.
Cottage, Orchard, Gar- den, and Shed.	James Bagg - - -	- - -	Thomas Hockey.
House, Orchard, Gar- den, and Two Tene- ments.	Robert Gane - - -	- - -	John Deacon and William Reason.
Cottage and Garden -	Sarah Buncombe - - -	- - -	Herself.
Cottage and Garden -	Rebecca Howe - - -	- - -	Herself.
Cottage and Garden -	Ditto - - -	- - -	Sarah Smith.
House, Workshop, Shed, and Gardens.	William Watts - - -	- - -	Himself.
Cottage, Shop, and Garden.	Ditto - - -	- - -	John Theyr.
House and Garden -	John Lee - - -	- - -	Himself.
Ditto - - -	Wm. Milliar and John Cox	- - -	John Cox.
Ditto - - -	William Milliar - - -	- - -	Himself.
Orchard - - -	William Bennett sen. - -	- - -	Himself.
House, Yard, Garden, Orchard, and Build- ing.	Ditto - - -	- - -	Himself.
Orchard - - -	B. C. Greenhill - - -	- - -	Abraham Winter.
Plantation - - -	Ditto - - -	- - -	Himself.
Ditto - - -	Silas Wood Blake - - -	- - -	Abraham Winter.
Ditto - - -	B. C. Greenhill - - -	- - -	Himself.
Ditto - - -	Ditto - - -	- - -	Himself.
<i>Parish of Chilton Trinity.</i>			
Pasture Road and Barton.	Rev. James Mitchell and Wife, and Trustees of the late Edmund Morton Pleydell.	- - -	William Bulpin.

[Local.]

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Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
<i>Parish of Wembdon.</i>			
Pasture and Rick-yards	Duke of Buckingham	- - - -	William Keddell.
<i>Parish of Bridgewater.</i>			
Pasture and Barton	The Rev. James Mitchell and Wife, and Trustees of the late Edmund Morton Pleydell.	- - -	John Whiting.
Arable or Garden Ground	Thomas Short	- - -	John Ellis, William Bussell, Robert Bussell, Edward Houghton, Jonas Merritt, Geo. Clarke, and John Green.
House and Garden	Joseph Reed	- - -	Joseph Dauben.
Garden Ground	John Freeman	- - -	Henry Trollop.
House and Garden	Thomas Short	John Freeman	Ditto.
Pasture and Garden, Shed, Rick-yard, and Pond.	Edward Sealy	- - -	Samuel Hodge.
House and Garden	Trustees of Sidcott Charity	- - -	William Hodge.
Ditto	Ditto	- - -	Robert Edwards.
Pasture and Shed	Colonel Tynte	- - -	Robert Jones.
Ditto and Shed	Rev. John Jeffery	- - -	Thomas Rookley.
Pasture and Cow-house	John William Trevor	- - -	William Lockyer.
Ditto and Shed	William East	- - -	Thomas Rookley.
Ditto and Rick-yard	John Brown	- - -	Thomas Williams.
Ditto and Shed	Ditto	- - -	Ditto.
Orchard and Shed	Ditto	- - -	Ditto.
House, Garden, and Out-buildings.	Ditto	Tho. Williams	John Baker.
Orchard	Ditto	- - -	Thomas Williams.
Garden	Colonel Tynte	- - -	Charles Champion.
Pasture and Cow-house	Andrew Tucker Follett	- - -	William Davies.
Orchard	Ditto	- - -	Ditto.
Plantation	Ditto	- - -	John Sealey.
House and Garden	Robert Jones	- - -	Jeffery Davis.
Orchard	Ditto	- - -	Himself.
Brick Ground and Brick Yard and Buildings.	Frederick Axford and Harriet Axford, and the Trustees of the Will of the late Charles Axford.	- - -	John Brown
House, Garden, Limekiln, and Shed.	Jeffery Allen	- - -	James Foster.
Arable and Garden Ground.	John Browne	- - -	Himself.
Turnpike House and Garden.	Trustees of the Bridgewater Turnpike Roads.	- - -	Mary Lyford.
House and Garden	Edward Sheppard, Symes Colmer Symes, Peter Roe, and Emily his Wife, and John Symes and Richard Symes.	- - -	Henry Read.
Pasture and Orchard	Colonel Tynte	- - -	Charles Campion.
Orchard	Robert Colthurst	- - -	William Stone.
Ditto and Brick-Yard	Samuel Fursland	- - -	Himself.
Orchard	Robert Colthurst	- - -	William Stone.
Ditto	Ditto	- - -	Himself.
Ditto	Ditto	- - -	Himself.
Ditto	Charles Chapman	- - -	William Stone
Ditto	Robert Colthurst	- - -	Himself.
Barn, Barton, and Sheds	Ditto	- - -	William Stone.
Orchard	John Evered	- - -	William Gristock.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Cottage and Outbuildings.	John Warner - - -	- - -	James Moate.
Orchard - - -	Ditto - - -	- - -	Ditto. -
Ditto - - -	E. B. Portman - - -	Eliz. Turner	William Heal.
Cottage, Garden, and Shed.	Bridgewater and Taunton Canal Company.	- - -	Thomas Cotty.
Ditto - - -	Ditto - - -	- - -	Edmund Macey.
Orchard - - -	Elizabeth Turner - - -	- - -	William Heal.
Cottage, Garden, and Outbuildings.	Bridgewater and Taunton Canal Company.	- - -	William Coate.
Ditto - - -	Ditto - - -	- - -	Thomas Macey.
Orchard - - -	Elizabeth Turner - - -	- - -	William Heal.
Ditto - - -	Uriah Hearn - - -	- - -	Himself.
Ditto - - -	Thomas Whitehead - - -	- - -	Himself.
Cottage, Garden, Orchard, Outbuildings, and Drain.	Joan Parsons - - -	- - -	James Wells.
Orchard - - -	Robert Evered - - -	- - -	Himself.
Stack-yard, Barton, and Drain.	Ditto - - -	- - -	Ditto.
Cabbage Ground, Shed, and Drain.	William Nation - - -	William Paramore.	Michael Hole.
Cottage, Garden, Orchard, and Outbuildings.	Sarah Parsons - - -	- - -	Herself.
Orchard - - -	Samuel Turner - - -	- - -	Himself.
Ditto - - -	Hannah Parsons - - -	- - -	Herself.
Cottage, Garden, and Outbuildings.	Samuel Turner - - -	- - -	Himself.
Garden - - -	Sir John Slade, Robert Evered, and Elizabeth Coles.	Geo. Kearl, George Wiltshire, and James Green.	George Kearl, James Green, and George Wiltshire.
Cottage, Garden, and Outbuildings.	Ditto - - -	Ann Parsons	Ann Parsons and George Kearl.
Ditto - - -	Ditto - - -	Geo. Wiltshire	George Wiltshire.
Ditto - - -	Ditto - - -	James Green	James Green.
Ditto - - -	Robert Evered, Eliz. Coles, Hannah Parsons, and William Mead jun.	- - -	William Mead jun.
School-house and Pigstye.	William Nation - - -	William Paramore.	Michael Hole
Nursery Ground -	Elizabeth Coles and Robert Evered.	- - -	Robert Evered.
Pasture and Shed	Ditto - - -	- - -	Ditto.
Withy Bed - - -	William Nation - - -	- - -	Himself.
Ditto - - -	Ditto - - -	Wm. Paramore	George Reading.
Orchard - - -	Rachel Ingram and Charles Ingram.	- - -	Themselves.
Withy Bed - - -	Robert Ingram - - -	- - -	Himself.
Plantation - - -	Robert Evered - - -	- - -	Himself.
Garden and Orchard	Rachel Ingram and Charles Ingram.	- - -	Themselves.
Orchard - - -	Robert Evered - - -	- - -	Valentine Gardiner.
Ditto - - -	Sir John Slade - - -	- - -	Robert Hembrow.
Ditto - - -	Ditto - - -	- - -	Ditto.
Cottage, Barn, Barton, Shed, and Garden.	Ditto - - -	- - -	Ditto.
Garden - - -	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Ditto.
House, Garden, Orchard, Brewhouse, Garden, Outbuildings, and Stack-yard.	Ditto - - -	- - -	Ditto.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Barn, Barton, and Stack-yard.	Sir John Slade	- - -	Robert Hembrow.
Orchard - - -	E. B. Portman	Jas. Carpenter	James Carpenter.
Barn, Barton, Stack-yard, and Arable.	Henry Seymour	- - -	Representatives of Robert Gready.
Pasture and Shed -	Ditto	- - -	Thomas Banfield.

Parish of Durston.

Pound - - -	Rev. Robert Gray	- - -	Thomas Fouracres.
Orchard - - -	Ditto	- - -	Ditto.

Parish of Lyng.

Orchard - - -	Mary Buncomb and her Trustees.	- - -	Robert Buncombe.
Farm-house, Barn, Barton, Stack-yard, and Pond.	Ditto	- - -	Ditto.
Orchard - - -	Ditto	- - -	Ditto.
Ditto - - -	Ditto	- - -	Ditto.
Ditto - - -	Thomas Mullins	- - -	William Payne.
Barns, Bartons, and Shed	Ditto	- - -	Ditto.
Orchard - - -	Lydia Innals	- - -	Herself.
Cottage and Garden -	Ditto	- - -	Ditto.
Barn, Yard, and House	Frances Richardson	- - -	Representatives of Robert Gready.
Stable, Shed, and Yard	Sir P. Acland	- - -	William Innals sen. and William Innals jun.
Cottage and Outbuildings.	Ditto	- - -	Ditto.
Orchard - - -	Lydia Innals	- - -	Herself.
Ditto - - -	Jacob and James Warfield	- - -	William Innals sen.
Ditto - - -	Francis Richardson	- - -	Representatives of Robert Gready.

Parish of Creech St. Michael.

Orchard - - -	John Matthew Quantock	- - -	John Syms.
Ditto - - -	Ditto	- - -	Ditto.
Cottage, Garden, and Orchard.	William Stone	- - -	Himself.
Ditto - - -	George Crocome	- - -	Himself.
Orchard - - -	Thomas Harvey	- - -	Himself.
Ditto and Arable -	William Stone	- - -	Himself.
Cottage and Garden -	John Matthew Quantock	John Syms	David Templeman.
Orchard and Shed -	George Coombs	- - -	George Coombs.
Feeder - - -	Bridgewater and Taunton Canal Company.	- - -	- - -
Culvert and Tunnels -	Ditto.	- - -	- - -
Engine-house, Shed, and Yard.	Ditto	- - -	Bridgewater and Taunton Canal Company.
Cottage and Garden -	Ditto	- - -	John Allen.
Pasture and Orchard -	John Dare	- - -	Robert Couzens.
Cottage, Garden, and Occupation Road.	Ditto	- - -	Ditto.
House, Garden, and Outbuildings.	David Bubbett	- - -	Himself.
Orchard - - -	George Bickham	- - -	Ditto.
Cottage, Garden, and Shed.	Richard Drew	- - -	Ditto.
Cottage and Garden -	Ditto	- - -	Void.
Ditto - - -	Ditto	- - -	William Hatchwell

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Orchard and Shed -	Rev. H. Creswell - -	- - -	Himself.
House, Garden, and Out- buildings. - -	Samuel Ellice - -	- - -	Ditto.
Vicarage House, Gar- den, Orchard, and Outbuildings.	Rev. H. Creswell - -	- - -	Ditto.
Cottage, Garden, and Timber Yard.	Bridgewater and Taunton Canal Company.	John Linton -	Wm. Smith and John Pleass.
Wharf and Towing Path	Ditto - - -	- - -	John Linton.
Cottage and Garden -	Rev. H. Creswell - -	- - -	Mary Davis.
Ditto - -	Betty Broom - -	- - -	John Smith.
Ditto - -	Ditto - - -	- - -	Betty Broom.
House, Garden, Or- chard, and Outbuild- ings.	James Rich - - -	- - -	John Pleass.
Orchard and Cow-house	Samuel Dyer - - -	- - -	John Hancock.
Brewhouse - -	Ditto - - -	- - -	Samuel Dyer.
Orchard and Shed -	Ditto - - -	- - -	Himself.
House, Mill, Yard, Stable, Outbuildings, Garden, Orchard, and Brook.	Ditto - - -	- - -	Ditto.
Mill-pond and Tail- stream.	Ditto - - -	- - -	Ditto.
Cottage, Garden, and Orchard.	Sarah Porter, John Rich- ards, Eliz. Richards, Mary Richards.	- - -	Robert Dyer.
Cottage and Garden -	John Wain - - -	- - -	Himself.
Ditto - -	Betty Philpott and William Philpott.	- - -	William Adams.
Farm-house, Garden, Orchard, Yard, and Sheds.	Charles Warre Loveridge -	- - -	George Trapnell.
Orchard - - -	Ditto - - -	- - -	Ditto.

Parish of West Monkton.

Orchard - - -	Mary Ann Brooke - -	- - -	G. W. Culverwell.
Pasture and Orchard -	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Jasper Woodhouse Culverwell.
Site of Old Barton -	Ditto - - -	- - -	G. W. Culverwell.
Farm-house, Garden, Yards, Stables, Out- buildings, and Bartons.	Ditto - - -	- - -	Ditto.
Farm-house, Garden, Yard, Stables, Out- buildings, and Bartons.	Rev. Dr. Francis Warre -	- - -	John Liddon.
Orchard - - -	Ditto - - -	- - -	Richard Hodge.
Cottages and Gardens	William Ford - - -	- - -	Joseph Hooper, James Crid- dle, and Richard Leach.
House, Garden, Tim- ber Yard, Shed, and Outbuildings.	William Yates - - -	- - -	Himself.
Pasture and Orchard -	Isaac Bryant - - -	- - -	William Yeates.
Orchard - - -	Eliz. Southey - - -	- - -	John Ford.
Ditto - - -	Thomas Godfrey - - -	- - -	Thomas Trump.
Orchard and Pond -	John Norman - - -	- - -	John Morrish.

Parish of Cheddon Fitzpaine.

Plantation - - -	J. A. Warre - - -	- - -	Samuel Bruford.
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[Local.]

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Orchard - - -	Thomas Hall - - -	- - -	Himself.
Ditto - - -	John Easton and Wife - - -	- - -	John Mockeridge.
Farm-house, Barton, Yard, Shed, and Out-buildings.	Ditto - - -	- - -	John Rowsell.
Ditto - - -	Ditto - - -	- - -	John Mockeridge.
Wharf and Shed -	Bridgewater and Taunton Canal Company and Grand Western Canal Company.	- - -	Bridgewater and Taunton Canal Company and Grand Western Canal Company.
Road and Wharf -	Ditto - - -	- - -	Ditto.
Pasture and Shed -	Richard Autton - - -	- - -	Himself.
Plantation - - -	Grand Western Canal Company.	- - -	- - -

Parish of Norton Fitzwarren.

Orchard - - -	Trustees under the Will of Miss Anne Hawker and Mrs. Mary Bernard.	- - -	Benjamin Pring.
Ditto - - -	Ditto and Honble. C. M. Welman.	Abram Turner	John Chappall jun.
Ditto - - -	Abraham Turner - - -	- - -	Ditto.
Cottage, Orchard, and Gardens.	Richard Chappall - - -	- - -	Mary Brake.
Orchard - - -	Anne Shattock - - -	Harriet Pile -	Harriet Pile.
Orchard, Occupation Road, and Brook.	Trustees under the Will of Miss Anne Hawker, Mrs. Mary Bernard, and the Honble. Charlotte Marretta Welman.	Ditto -	Ditto.
Orchard, Shed, and Brook	Abraham Turner - - -	- - -	Thomas Chappall.
Orchard - - -	Thomas Chappall - - -	- - -	Himself.
Ditto - - -	Trustees under the Will of Miss Anne Hawker and Mrs. Mary Bernard.	- - -	Thomas Bunter.
Pasture, Orchard, and Cow-shed.	Ditto and Hon. C. M. Welman.	- - -	Ditto.
Pasture, Pond, and Shed	Ditto - - -	Thomas Slape	Thomas Slape.
Arable and Barn	Ditto - - -	- - -	Ditto.

Parish of Hillfarence.

Orchard - - -	Thomas Slape and Wife -	- - -	Thomas Slape
Ditto - - -	Representatives of the late William Easton.	- - -	Charlotte Easton.
Orchard and Pasture -	Thomas Slape and Wife -	- - -	Thomas Slape.
Orchard & Watercourse	Representatives of the late William Easton.	- - -	Charlotte Easton.
Orchard - - -	Ditto - - -	- - -	Ditto.
Mowbartons and Barns	Ditto - - -	- - -	Ditto.
Farm-house, Garden, Sheds, Stables, and Outbuildings.	Thomas Slape and Wife -	- - -	Thomas Slape.
House, Gardens, Farm-yard, Sheds, and Outbuildings.	Representatives of the late William Easton.	- - -	Charlotte Easton.
Cottage and Garden -	Isaac Langford - - -	- - -	Himself.
Outbuildings, Orchard, and Garden.	Robert England - - -	- - -	Himself.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Pasture, Brook, Foot-path, and Sheds.	Robert England - - -	- - -	Himself.
Pasture, Orchard, and Brook.	Mrs. Holboro' - - -	- - -	Elizabeth Bond.
House, Outbuildings, Garden, Withy Bed, and Brook.	Mary Dyer - - -	- - -	Herself.
Copse and Pit - - -	Rev. William Burridge - - -	- - -	Elizabeth Bond.
Barns, Yard, and Shed	Ditto - - -	- - -	Ditto.
Orchard, Shed, and Pond	Edward Ayshford Sanford - - -	- - -	William Rendell.

Parish of Nynehead otherwise Ninehead.

Arable and Garden -	William Carpenter and Mary his Wife.	- - -	John Burch.
Cottage and Garden -	John and William Baker -	Thomas Baker	John Jacobs.

Parish of West Buckland.

Garden - - -	E. A. Sanford - - -	- - -	Thomas Baker.
Farm-house, Yard, Bartons, Stables, Sheds, Cow-house, and Outbuildings.	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Ditto.
Mills, Yard, Garden, and Sheds.	Ditto - - -	- - -	William Morrish.
Barn and Barton -	Ditto - - -	- - -	Thomas Baker.
Orchard and Stack-yard	Ditto - - -	- - -	Ditto.
Dwelling House, Garden, Court, Tan-yard, and Outbuildings.	Francis Thomas - - -	- - -	Himself.
Orchard - - -	Ditto - - -	- - -	Ditto.

Parish of Wellington.

Plantation - - -	E. A. Sanford - - -	- - -	Himself.
Private Road - - -	Ditto - - -	- - -	Ditto.
Plantation - - -	Ditto - - -	- - -	Ditto.
Plantation and Ponds -	Rev. W. P. Thomas - - -	- - -	Himself.
Withy Bed - - -	Ditto - - -	- - -	William Farrant.
Orchard - - -	Ditto - - -	- - -	Ditto.
Ditto - - -	Ditto - - -	- - -	Ditto.
Orchard and Pasture	William Farrant - - -	- - -	Robert Farrant.
Orchard - - -	John Robert Henry Jackson - - -	- - -	Himself.
House, Garden, Plantation, and Sheds.	Ditto - - -	- - -	Ditto.
House, Yard, and Garden.	Edward Sylvanus Sam. Henry and Charles Fox.	- - -	Henry Fox.
Paddock - - -	Ditto - - -	- - -	Ditto.
House, Yard, and Garden.	Ditto - - -	- - -	Sarah Fox.
Mill Stream and Reservoir.	Ditto - - -	- - -	Themselves.
Orchard and Stream -	Ditto - - -	- - -	Ditto.
Orchard - - -	Edward Fox - - -	- - -	Himself.
Cottage, Orchard, and Sheds.	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Ditto.
House, Garden, Stable, and Paddock.	Ditto - - -	- - -	Isaac Whitewood.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Pasture, Barn, and Sheds	Edward Fox - - -	- - -	Thomas Cutler.
Fellmonger's Yard,	Ditto - - -	- - -	Ditto.
Buildings, and Orchard.			
Mill Stream - - -	Edward Sylvanus Sam. Henry and Charles Fox.	- - -	Themselves.
Plantation - - -	Ditto - - -	- - -	Ditto.
Orchard - - -	Richard Morgan - - -	- - -	Himself.
Ditto - - -	William Bird - - -	- - -	Thomas Cutler.
Ditto - - -	Sir William Webb Follett	John Clarke -	Ditto.
Garden Ground - - -	William Bird - - -	- - -	John Ventin.
Orchard and Brook - - -	Thomas Bond - - -	- - -	Himself.
Withy Bed and Brook - - -	Ditto - - -	- - -	Ditto.
Orchard and Brook - - -	Representatives of the late Richard Barron Bellett.	- - -	William Pring.
Withy Bed and Brook - - -	Ditto - - -	- - -	Ditto.
Ditto - - -	Ditto - - -	- - -	Ditto.

Parish of Sampford Arundel.

Pasture and Stables - - -	William Cottrell - - -	- - -	Himself.
Pasture and Shed - - -	Reverend George Bellett and George Gifford Bellett.	- - -	George Luxton.
Orchard - - -	Thomas Waltham Were - - -	- - -	William Hurford.
House, Orchard, Barton, and Garden.	Ditto - - -	- - -	William Payne.
Orchard - - -	Ditto - - -	- - -	Ditto.
Plantation - - -	Ditto - - -	- - -	Ditto.
Pasture, Orchard, Plan- tation, and Sheds.	Ditto - - -	- - -	Himself.

COUNTY OF DEVON.

Parish of Holcombe Regis.

Plantation - - -	Thomas Waltham Were - - -	- - -	Himself.
Ditto - - -	William Hill - - -	- - -	Ditto.
Withy Bed - - -	Ditto - - -	- - -	Ditto.
Arable and Shed - - -	Dean and Chapter of Exeter	Mary Loy and Eliz. Coram.	William Coram.
Plantation and Road - - -	Ditto - - -	Ditto - - -	Ditto.

Parish of Burlescombe.

Orchard - - -	Thomas Cockram and Richard Hurley.	- - -	Thomas Cockram.
Pasture, Pool, and Orchard	Ditto - - -	- - -	Ditto.
House, Barton, Barn, Garden, Sheds, and Occupation Road.	Ditto - - -	- - -	Ditto.
Copse - - -	Richard Hurley - - -	- - -	Richard Hurley.
Orchard - - -	Ditto and Thomas Cockram	- - -	Himself.
Dwelling House, Or- chard, Barn, Pond, House, and Stable.	Henry Marder - - -	- - -	Himself.
Plantation - - -	E. A. Sanford - - -	- - -	Himself.
Pasture and Cow-shed	Ditto - - -	- - -	John Morgan.
Ditto - - -	Ditto - - -	- - -	Ditto.
Plantation and Brook - - -	Ditto.	- - -	- - -
Plantation - - -	E. A. Sanford - - -	- - -	Himself.
Cottage, Garden, and Brook.	Ditto - - -	Sarah House, David Dunn.	Richard Stone.
Orchard - - -	John Marshall - - -	- - -	Himself.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
<i>Parish of Sampford Peverell otherwise Great Sampford.</i>			
Coppice - - -	Elizabeth Rowe - - -	- - -	Herself.
Orchard, Cottage, and Garden.	Mary Clark - - -	John Brooks -	Thomas Searle.
Plantation and Orchard	Ditto - - -	- - -	John Anstey.
Pasture and Plantation	Christopher Le Roche and George Wood.	- - -	John Anstey and Peter Thorne.
Orchard - - -	Mary Clark - - -	- - -	John Anstey.
Ditto - - -	William Brice and Robert Chichester.	- - -	William Brice.
Withy Bed and Pasture	Henry Cooke - - -	- - -	Himself.
Mowbarton - - -	Mary Salter - - -	- - -	Mary Salter.
Withy Bed - - -	Capt ⁿ G. Wyndham -	Christopher Le Roche.	Edward Gillard.
Orchard - - -	Christopher Le Roche -	- - -	William Williams.
Pasture, Brook, Yard, and Shed.	Ditto - - -	- - -	Edward Gillard.
Pasture and Orchard -	Ditto - - -	- - -	William Williams.
Mill-stream, House, Garden, Pasture, Out-buildings, and Occupation Road.	John Veals - - -	- - -	Himself.
Cottage and Garden -	Christopher Le Roche -	- - -	Richard King.
Ditto - - -	Ditto - - -	- - -	Charles Arvin.
Cottages, Gardens, and Orchards.	John Hines - - -	- - -	John Hine and William Woodly.
Cottage and Garden -	Ditto - - -	- - -	James Arvin.
Ditto - - -	Ditto - - -	- - -	William Gallin.
Ditto - - -	Ditto - - -	- - -	James Davey.
Ditto - - -	Ditto - - -	- - -	John Babb.
Orchard - - -	Dean and Chapter of Bristol	The Earl of Poulett and Abraham Manley.	Abraham Manley.
Farm-house, Yards, Barns, Barton.	Ditto - - -	Ditto -	Ditto.
Orchard - - -	William Nation - - -	James Densem	James Densem.
Farm-house, Yards, Garden, Barns, Bartons, and Occupation Road.	Ditto - - -	Ditto -	Ditto.
Orchard - - -	Dean and Chapter of Bristol	Earl Poulett and Repre ^s of late W. Finnimore.	Representatives of late William Finnimore.
House, Garden, and Barn	Ditto - - -	Ditto -	Thomas Sweet.
Cottages, Gardens, Orchard, and Shed.	Richard May - - -	- - -	John Lake and James Carter.
Farm-house, Yards, Barns, Gardens, and Orchard.	Dean and Chapter of Bristol	The Earl Poulett and Eliz. May.	Elizabeth May.
Orchard - - -	Ditto - - -	The Earl Poulett and Representatives of late William Finnimore.	Abraham Heard.
Orchard and Arable -	Ditto - - -	The Earl Poulett and Richard May.	Abraham Manley
Pasture and Sheds -	Ditto - - -	The Earl Poulett and Henry Manley.	Henry Manley.
Nursery - - -	Ditto - - -	Ditto -	Thomas Sweet.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
<i>Parish of Tiverton.</i>			
Orchard - - -	King's College, Cambridge	Peter Passmore	Himself.
Ditto - - -	Ditto - - -	Thomas Haydon	Himself.
Ditto - - -	Lord Harrowby, Sir W. B. Carew, Rev. W. Spurway, and Rev. W. Spurway jun.	Mrs. Cath. Cummins and the Rev. Wm. Spurway jun.	Peter Passmore.
Ditto - - -	R. B. Heath and Capt ⁿ Wyndham.	- - -	John Glendinning.
Withy Bed - - -	Ditto - - -	- - -	Ditto.
Cottage, Garden, Barn, Yard, and Buildings.	Rev. T. Huyshe and Sir W. P. Carew.	- - -	John Harwood.
Orchard - - -	Ditto - - -	- - -	Ditto.
Pasture and Nursery Garden.	James Partridge - - -	- - -	John Harwood.
Ditto and Shed - - -	John Shapleigh - - -	- - -	James Baker.
Orchard - - -	John Owen and Edward Bovill and James M'Donald, and the Trustees of their Marriage Settlements.	- - -	William Body.
Pasture and Shed - - -	Henry Dunsford - - -	- - -	James Barnett.
Garden and Shed - - -	John H. Howe - - -	- - -	Himself.
Cottage - - -	Ditto - - -	- - -	Hugh Parkhouse.
<i>Parish of Willand.</i>			
Wood and Brook - - -	Captain Wyndham and George Wood.	- - -	Richard Borne.
Orchard and Brook - - -	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Ditto.
Farm-house, Yards, Barton, Garden, and Outbuildings.	Ditto - - -	- - -	Ditto.
Orchard and Shed - - -	Richard Cleeve - - -	- - -	Simon Broome.
Farm-house, Yards, Barton, Outbuildings, and Garden.	Sarah Roe - - -	Sarah Roe - - -	Robert Radford and John Salter.
Orchard - - -	Sarah Binford and the Trustees of the Will of the late John Binford.	- - -	Charles Potter.
Pasture and Shed - - -	Edward Broome - - -	- - -	Edward Broome.
Cottage and Garden - - -	Sarah Binford and the Trustees of the Will of the late John Binford.	- - -	Henry Broome.
Cottages and Gardens - - -	Ditto - - -	- - -	William Pring and Thomas Richards.
<i>Parish of Collumpton.</i>			
Orchard - - -	William Henry Walrond - - -	T. Blackmore and Humphrey Mills.	Thomas Blackmore.
Plantation and Occupation Road.	Robert Churly - - -	- - -	Himself.
Orchard - - -	Richard Mortimer - - -	- - -	Himself.
Ditto - - -	Trustees of Bone's Charity	- - -	John Phillips Rowe.
Coppice - - -	Mary Clarke - - -	- - -	Roger Rowe.
Ditto - - -	Ditto - - -	- - -	Ditto.
Wood - - -	Bethel Walrond - - -	- - -	Himself.
Wood and Plantation - - -	Ditto - - -	- - -	Himself.
Cottage and Garden - - -	Ditto - - -	- - -	John Manley.
Coppice - - -	Thomas Blampin - - -	- - -	Thomas Blampin.
Orchard - - -	Robert Salter - - -	- - -	Himself.
Ditto - - -	Robert Cross - - -	- - -	Charles Salter.
Ditto - - -	R. C. Campion - - -	- - -	Ambrose Pring.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
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Parish of Bradninch.

Cottage and Occupation Road.	Duchy of Cornwall	Chas. Matthews	Charles Matthews and William Heyden.
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Parish of Silvertown.

Outbuildings	Rev. J. Scobell		Robert Dewdney.
Cottage	Ditto		William Martin.
Ditto	Ditto		Robert Paynter.
Barton and Barn, Shed and Buildings.	Rev. J. Scobell		Robert Dewdney.
Wood	Ditto		Ditto.
Orchard	Ditto		Ditto.
Garden	Ditto		William Martin and Robert Paynter.
Orchard	Ditto		Robert Dewdney.
Alder Bed	Capt ⁿ Lewis		Richard Broughton.
Orchard	Ditto		Ditto.
Ditto	Ditto		Ditto.
Arable and Barn	Ditto		Ditto.
Garden	Sir T. D. Acland		Robert Carnell.
Orchard and Cow-sheds	Capt. Lewis		Richard Broughton.
Mowbarton, Sheds, and Buildings.	Ditto		Ditto.
Garden and Stable	Ditto		Ditto.
Orchard	Sir T. D. Acland		Robert Carnel.
Barns, Stables, Cow-sheds, Yards, and Buildings.	Ditto		Ditto.
Two Cottages	Ditto		William Venn.
Cottage and Garden	Ditto	William Webber	John Webber.
River Culm	Ditto.	—	—
Flour-mill, Garden, and Outbuildings.	Captain Wyndham and Earl of Ilchester.	William Gale	William Gale.

Parish of Rew.

Garden	Captain Wyndham and Earl of Ilchester.	John and Gilb. Ware and Grace Ocock.	John Lipscombe.
Orchard and Garden	Ditto		John Chamberlain.
Garden	Ditto	Rob ^t May	Robert May.
Pasture, Orchard	Ditto	Thos. Cleeve	Thomas Cleeve.
House, Tan-yard, Garden, Drying Loft, Barton, and Outbuildings.	Ditto	Ditto	Ditto.
Orchard and Garden	Ditto	Robert May	Robert May.
Farm-house, Yard, Buildings, Orchard, and Garden.	Ditto	Ditto	Void.
Orchard	Ditto		Lewis Batting.
Farm-house, Garden, Yard, and Outbuildings.	Ditto		Ditto.
Orchard	Ditto	Rob ^t May	Robert May.
Cottages, Garden, and Outbuildings.	Ditto	Chr. Hill, Richard Matthews, and Joseph Littlejohn.	Joseph Littlejohn and John Mildon.
Blacksmith's Shop, Garden, Yard, and Shed.	Ditto	Chr. Hill and Rich. Matthews.	Joseph Littlejohn.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Farm-house, Buildings, Garden, Yard, and Orchard.	Captain Wyndham and Earl of Winchester.	Rob ^t May	Robert May.
Orchard and Barn	Ditto and Rev. H. Strangways.	- - -	Rev. H. Strangways.
Occupation Road.	Ditto	- - -	Ditto.
Pasture and Shed	Captain Wyndham and Earl of Ilchester.	Robert May	Robert May,
Orchard	Ditto	Ditto	Ditto.
Public House, Garden, and Outbuildings.	Ditto	Joseph Rounsfell	Joseph Rounsfell.
Cottage and Garden	Ditto and Overseers of the Parish.	- - -	Henry Nethercott.
Ditto	Captain Wyndham and Earl of Ilchester.	Thomas Cleeve	Robert Jourdan sen.
Ditto	Ditto	Ditto	William Moore.
<i>Parish of Stoke Canon.</i>			
Orchard	Ralph Barnes	- - -	Charles Coles.
Orchard	Dean and Chapter of Exeter	Rev. John Bond	Rev. John Bond.
Garden	Ditto	Ditto	Ditto.
Cottage and Garden	Ditto	- - -	John Battishill, John Hillman, and Robert Coles.
Dwelling House, Garden, and Orchard.	Ditto	Joan Coles	Charles Coles and Philip Greenslade.
Dwelling House, Court, Garden, and Orchard.	Ditto	Ralph Barnes	John White.
Ditto	Ditto	John Bartlett	Thomas Camberlain.
Cottage and Orchard	William Hill	- - -	William Hill.
Garden	Dean and Chapter of Exeter	Ralph Barnes	John White.
Orchard	Ditto	Mrs. Rookes	Chr. Hill.
Cottage, Garden, and Orchard.	Ralph Barnes	- - -	William Stamp, James Heale, and John Greenway.
Orchard	Ditto	- - -	Charles Coles.
Garden	Dean and Chapter of Exeter	Rev. John Bond.	Thomas Bonner.
<i>Parish of Brampford Speke.</i>			
Orchard	Sir Stafford Henry Northcote Bart.	- - -	Charles Salter.
Ditto	Ditto	- - -	Ditto.
<i>Parish of St. David.</i>			
Coppice and Road	John Herman Merivale	- - -	Himself.
Public-house, Garden, and Stables.	Cha ^r Bodley	- - -	John Bowden.
Road and Bridge	Ditto and Corporation of Exeter.	- - -	- - -
Coppice	Sir S. H. Northcott	- - -	Himself.
Ditto	John H. Merivale	- - -	Himself.
Ditto	Dean and Chapter of Exeter	Rev. John Bond	Rev. John Bond.
House and Garden	C. O. Hamlin	Copplestone Cross.	John Kelly.
Ditto	Ditto	Ditto	William Challenge.
Garden	Corporation of Exeter	Ann Gray, or Exeter Water Company.	William Hancock.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
House, Garden, and Oil Mill.	Corporation of Exeter	Ann Gray, or Exeter Water Company.	William Hancock.
Farm-house, Buildings, Barn, and Barton.	Ditto	Francis Cross	William Snell, George Farr, William Mugford, and Francis Cross.
Occupation Road to Mill	Ditto	Ann Gray, or Exeter Water Company.	William Hancock.
Garden	Ditto	Ditto	William Snell.
Orchard	Ditto	Ditto	Francis Cross.
Garden	Ditto	Ditto	George Farr.
Ditto	Thomas Hugo	-	John Connett.
Farm-house, Buildings, and Barton.	Ditto	Ditto	Ditto.
Orchard	Ditto	Rich. May	Richard May.
Scavenger's Yard	Copplestone Cross	Sam. Arthur	William Tarrant.
Pasture and Skittle-ground	Dean and Chapter of Exeter	-	-
Yard, Stables, and Barns	Ditto	Ditto	Ditto.
Garden	B. J. M. Praed	-	John Drew.
Occupation Road	John Carew	-	Himself.
Ditto	R. Hart, Chamberlain	-	Ditto.
Garden	Feoffees of Saint Lawrence	James Bunt, Bar. Coombs, and B. Salter.	Bartholomew Caombs.
Withy Bed	John Carew	-	Himself.
Road	J. Rogers and John Carew.	-	-
Coppice and Road	Proprietors of Exeter Bank	-	Themselves.

CITY AND COUNTY OF THE CITY OF EXETER.

Parish of St. Edmund's.

Coppice	Proprietors of Exeter Bank.	-	Themselves.
Workshop	Corporation of Exeter	George Copp	John Follett.
Cottage	Ditto	Thomas Payne and George Buckland.	William Hutchings.
House, Garden, and Mill	Ditto and Thomas Payne	-	Edward N. Tremlett.
House and Garden	Corporation of Exeter	-	Mary Fisher.
Ditto	Ditto	-	Daniel Way.
Ditto	Ditto	-	Edward Day.
Ditto	Ditto	-	Henry Lascelle.
Ditto	Ditto	-	Thomas Hawkins.
Ditto	Ditto	-	William White.
Ditto	Ditto	James Strong	Richard Neale.
Unfinished House and Garden.	Ditto	Ditto	Himself.
House and Garden	Ditto	Ditto	Thomas Cartwright
Plantation	Ditto	Ditto	James Strong.
Rope-walk and Shed	Ditto	Ditto	John Clogg.
Timber Yard	Ditto	-	John and Joel Ward.
House and Shop	Ditto	William Bishop and — Mortimer.	John Rickard.
Ditto	Ditto	Robert Dymond	Henry E. Grayebrook.
Ditto	Ditto	William Curtis	William Curtis.
Ditto	Ditto	Eliza, Mary, and Dor. Westlake and Tho. Woodham.	Thomas Woodman.
House and Garden	Ditto	William Crockett	William Crockett.
Street and Bridge	Trustees of Exeter Turnpike Roads and Exeter Improvement Commission ^{rs} .	-	Ditto.
Garden	Corporation of Exeter.	-	-

[Local.]

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Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
<i>Parish of St. Mary Steps.</i>			
Timber Yard - -	Corporation of Exeter - -	Thomas Horrell	Thomas Horrell.
House and Garden - -	Ditto - -	Ann Crook - -	Philip Hellyer.
Ditto - -	Ditto - -	Ditto - -	William Rogers.
Ditto - -	Ditto - -	Henry Gould - -	John Marden.
Ditto - -	Ditto - -	Ditto - -	John Shepherd, John Clement, and James Hookway.
Ditto - -	Ditto - -	- - - -	Thomas Bennett.
Ditto - -	Ditto - -	Elizabeth Howe	John Warrington.
Ditto - -	Ditto - -	Ditto - -	S. Edlestein and Elizabeth Howe.
Ditto - -	Ditto - -	Ja ^s Northam - -	William Collings.
Ditto - -	Ditto - -	Ditto - -	Thos. Lydden.
Ditto - -	Ditto - -	Ditto - -	Abraham Dicker.
Ditto - -	Ditto - -	Ditto - -	William Sprague.
House, Warehouse, and Yard.	Ditto - -	- - - -	James Northam.
Iron Foundry - -	Ditto - -	Ditto - -	Ditto.
Part of Drying Ground and Timber Yard.	Ditto - -	- - - -	James Jones Tanner.

COUNTY OF DEVON.

Parish of St. Thomas the Apostle.

Workshops, Stables, and Buildings.	Corporation of Exeter - -	- - - -	James Jones Tanner.
Part of Drying Ground and Timber Yard.	Ditto - -	- - - -	Ditto.
Timber Yard and Road	Ditto - -	Anne Gray - -	Betty Orchard and John Letherens.
Landing Yard and Wharfs	Ditto - -	- - - -	Themselves.
Pasture and Shed - -	George Copp - -	- - - -	John Taylor.

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