



ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## *Cap. clxxiv.*

An Act for incorporating a Company for making a Railway in the Counties of *Warwick*, *Stafford*, and in the City and County of the City of *Lichfield*, to be called “*The Birmingham and Sutton Coldfield Extension Railway* ;” and for other Purposes.

[21st July 1863.]

**W**HEREAS the making of a Railway from the *Birmingham and Sutton Coldfield* Railway in the County of *Warwick* to the *South Staffordshire* Railway in the County of the City of *Lichfield* would be of great public and local Advantage: And whereas it is expedient that the Company on the one hand, and the *London and North-western* Railway Company and the *South Staffordshire* Railway Company, or either of them, on the other hand, be authorized to enter into Working, User, and Traffic Arrangements: And whereas the several Persons herein-after named, with others, are willing at their own Expense to carry the Undertaking into execution: And whereas Plans and Sections showing the Line and Levels of the proposed Railway, and the Lands by this Act authorized to be acquired, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been

[*Local.*]

29 I

deposited

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

deposited with the Clerks of the Peace for the Counties of *Stafford* and *Warwick* and for the County of the City of *Lichfield*: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.     **1.** This Act may for all Purposes be cited as "*The Birmingham and Sutton Coldfield Extension Railway Act, 1863.*"

8 & 9 Vict.  
cc. 16. 18. &  
20. and  
23 & 24 Vict.  
c. 106. in-  
corporated.     **2.** "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," are (except when varied by this Act) incorporated with and form Part of this Act.

Same Mean-  
ings to  
Words in  
incorporated  
Acts as in  
this Act.     **3.** The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Interpreta-  
tion of  
Terms.     **4.** In this Act the Expression "the Company" shall mean the Company incorporated by this Act, and "the *North-western* Company" shall mean the *London and North-western* Railway Company, and "the *North-western* Railway" shall mean the Railway of that Company, and "the *South Staffordshire* Company" shall mean the *South Staffordshire* Railway Company, and "the *South Staffordshire* Railway" shall mean the Railway of that Company.

As to  
"Superior  
Courts" or  
"Court of  
competent  
Jurisdic-  
tion."     **5.** The Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated therewith, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Company in-  
corporated.     **6.** *Richard Henegan Lawrie, John Vesey Fitzgerald Foster, Thomas Edward Watkins, and Edward Hall,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "*the Birmingham and Sutton Coldfield Extension Railway Company,*" and by that Name shall be One Body Corporate, with perpetual Succession  
and

---

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

---

and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

7. The First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act. First Meeting.

8. The Capital of the Company shall be One hundred thousand Pounds in Shares of Ten Pounds each. Capital.

9. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any One Share: Provided always, that previously to any Calls being made Two Months Notice of the Intention of the Directors to make a Call shall be given to each Shareholder on the Register by Advertisement, and by Circular sent to his last known Place of Abode, and Two Months at least shall be the Interval between successive Calls. Calls.

10. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of Thirty-three thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of One hundred thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable. Power to borrow on Mortgage

11. The Mortgagees under this Act may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize the Requisition for the Appointment of a Receiver shall be at least Three thousand Pounds. Arrears may be enforced by Appointment of a Receiver.

12. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-after contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced Interest or Dividend not to be paid on Calls paid up.

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of the Company's Capital.

**13.** It shall not be lawful for the Company, out of any Money by this Act authorized to be raised, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

Number and Qualification of Directors.

**14.** The Number of Directors of the Company shall not be less than Four, and the Qualification of a Director shall be the holding in his own Right of such a Number of Shares in the Undertaking as together shall amount in nominal Value to not less than One hundred and fifty Pounds.

Power to vary the Number of Directors.

**15.** It shall be lawful for the Company from Time to Time to increase the Number of Directors, provided that the Number of Directors when so increased do not exceed Six.

First Directors.

**16.** Major *Robert Wilberforce Bird*, *John Vesey Fitzgerald Foster*, and *Richard Henegan Lawrie* shall be the First Directors of the Company.

Election of Directors.

**17.** The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of the Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Subsequent Election of Directors.

**18.** At the First Ordinary General Meeting to be held in every Year after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office in conformity with the Provisions in this Act and in "The Companies Clauses Consolidation Act, 1845," respectively contained in such Behalf; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-recited Act.

Newspapers for Advertisements.

**19.** The Newspaper for Advertisements shall be any Newspaper published in the Counties of *Warwick* or *Stafford* or in the City of *Lichfield*.

**20.** The

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

20. The Quorum of a Meeting of Directors shall be Three.

Quorum.

21. It shall be lawful for Eight or more Shareholders, holding in the aggregate not less than One Twentieth of the subscribed Capital of the Company, by Writing under their Hands at any Time to require the Directors to call an Extraordinary Meeting of the Company, and in order to constitute a Meeting (whether ordinary or extraordinary) there shall be present, either personally or by proxy, Shareholders holding in the aggregate not less than One Tenth of the subscribed Capital of the Company, and being in Number not less than Ten.

As to Extraordinary Meetings by Shareholders.

22. For the Purposes of the several Works by this Act authorized, and for carrying this Act into effect, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as the Company from Time to Time think expedient.

Power to take Lands.

23. The Company may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased compulsorily, any Quantity of Land for the extraordinary Purposes specified in the "Railways Clauses Consolidation Act, 1845," not exceeding Two Acres.

Land for extraordinary Purposes.

24. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for compulsory Purchases limited.

25. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Period for Completion of Works.

26. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Sections, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Power to make Railway according to deposited Plans.

27. The Railway to be made and maintained by the Company shall be the following ; (that is to say,)

Describing Railway.

A Railway commencing in the Parish of *Sutton Coldfield* in the County of *Warwick* by a Junction with the *Birmingham and Sutton Coldfield* Railway of the *London and North-western* Railway Company at a

[*Local.*]

29 K

Point

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

Point upon that Railway at or about Thirty Yards in a South-westerly Direction from the present Terminus of the said *Birmingham and Sutton Coldfield* Railway in the Parish of *Sutton Coldfield* in the County of *Warwick*, and thence passing from, in, through, or into the several Parishes, Townships, and Extra-parochial or other Places following, or some of them; that is to say, *Sutton Coldfield* in the County of *Warwick*, *Shenstone* in the County of *Stafford*, and the Township and Hamlet of *Wall* in the Parish of *Saint Michael's, Lichfield*, and the Parish of *Saint Michael's, Lichfield*, in the City and County of the City of *Lichfield*, or in the County of *Stafford*, or in both of such Counties, and terminating at a Point upon the *South Staffordshire* Railway at or near to an Occupation Bridge opposite to and about Thirty Yards from the Militia Depôt Barracks in the County of the City of *Lichfield*, and forming a Junction with the *South Staffordshire* Railway at such Point.

Power to  
alter Engi-  
neering  
Works.

28. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Works as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to them upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Junctions  
with  
London and  
North-  
western and  
South Staf-  
fordshire  
Railways.

29. The Junction of the Railway hereby authorized with the *Birmingham and Sutton Coldfield* Railway of the *London and North-western* Railway Company shall be made at such Point within the Limits of Deviation shown on the Plans as the Engineer-in-chief for the Time being of that Company shall in Writing require, and the Junction of the Railway with the *South Staffordshire* Railway shall be by means of a Siding at such Place as the Engineer-in-chief for the Time being of the *South Staffordshire* Railway Company shall in Writing agree to, and not otherwise;

*The Birmingham and Sutton Coldfield Extension Railway Act, 1863.*

otherwise; and all Works required for effecting the Junctions upon or affecting the Lands or Works of the *London and North-western Railway Company*, or of the *South Staffordshire Railway Company*, shall be made according to the Plans first approved in Writing by such respective Engineers of the said last-mentioned Companies, and shall be executed under their respective Superintendence and Control at the Expense of the Company.

**30.** Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands or Property of the *London and North-western Railway Company*, or of the *South Staffordshire Railway Company*, or to alter, vary, or interfere with the *London and North-western Railway* or the *South Staffordshire Railway*, or any of the Works thereof respectively, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *London and North-western Railway Company* and of the *South Staffordshire Railway Company* respectively.

Company not to take Lands belonging to the *London and North-western Railway Company*, or the *South Staffordshire Railway Company*, without Consent.

**31.** The *London and North-western Railway Company* and the *South Staffordshire Railway Company* may from Time to Time erect, maintain, and alter such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons, as they may deem necessary for the Prevention of Danger to, Detention of, or Interference with the Traffic at or near the said Junction; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Persons, whether on the Land of the said *London and North-western Railway Company* or of the said *South Staffordshire Railway Company*, or on the Land of the Company, shall belong exclusively to the *London and North-western Railway Company* or the *South Staffordshire Railway Company*; and all the Expense during each Half Year of erecting, altering, repairing, and maintaining such Signals, Works, and Conveniences, and of the Wages of such Watchmen, Pointsmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company to the *London and North-western Railway Company* or the *South Staffordshire Railway Company*, as the Case may be, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Signals, &c. to be erected, &c., and Persons appointed by *London and North-western and South Staffordshire Railway Companies* at Points of Junctions.

**32.** Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western Railway Company* or of the *South Staffordshire Railway Company* otherwise than is herein expressly provided.

Saving Rights of the *London and North-western and South Staffordshire Railway Companies*.

**33.** Before

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

Station to be  
made near  
Road leading  
to Little  
Aston Hall.

**33.** Before the Company open the Railway for public Traffic they shall make and fit up, and shall after such opening and thenceforth maintain and keep open, a Passengers and Goods Station and Station House at the Point where the Railway shall cross the public Road leading from *Watford Gap* to *Little Aston Hall* in the County of *Stafford* (such Road being, as shown upon the deposited Plans, the Boundary of the Counties of *Warwick* and *Stafford* and of the Parishes of *Sutton Coldfield* and *Shenstone*), together with all proper and sufficient Approaches, Sidings, Sheds, Works, and Conveniences connected therewith, and all Passenger Trains whatsoever from Time to Time passing on the Railway by that Station shall stop thereat for the Purpose of taking up and setting down Passengers and such Things as are usually conveyed by Passenger Trains.

Bond for  
Completion  
of Railways.

**34.** Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Seven thousand six hundred and Eighty Pounds, being Eight *per Centum* upon the Amount of the estimated Cost of the said Railway, has been deposited with the Court of Chancery in *England* in respect to the Application to Parliament for this Act: Be it enacted, That notwithstanding anything contained in that Act, the Sum of Seven thousand six hundred and eighty Pounds shall not (except upon the Execution and Deposit of such a Bond as hereinafter mentioned) be paid or transferred to or on the Application of any of the Persons named in the said Warrant or Order, unless the Company before the Expiration of the Period limited by this Act for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half; and if that Period expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the Sum of Seven thousand six hundred and eighty Pounds shall have been executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned  
for



---

*The Birmingham and Sutton Coldfield Extension Railway Act,*  
1863.

---

for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Seven thousand six hundred and eighty Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if the Bond be deposited with the Solicitor to the Treasury, then such Sum of Money, and Interest and Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies to be recovered upon the Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if the Bond were not so executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

**35.** The Company may demand and take any Tolls for the Use of the Railway not exceeding the following; (that is to say,) Tolls.

In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof; (as follows,) Tonnage on Goods.

For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, and for heavy Iron Castings, including Railway Chairs, *per Ton per Mile* not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Coals, Coke, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets and Rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fire-clay, Cinders, Slag, and Stone, *per Ton per Mile* One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Mile* not exceeding One Halfpenny:

For all Culm, Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, Clay (except Fire-clay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, *per Ton per Mile* Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny:

[*Local.*]

29 L

For

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, and Things, *per Ton per Mile* not exceeding Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny:

And 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 belonging to the Company, *per Mile* not exceeding Sixpence:

And a Sum *per Mile* of One Penny Halfpenny for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage weighs beyond One Ton.

Tolls for  
Passengers  
and  
Animals.

In respect of Passengers and Animals conveyed in Carriages upon the Railway or any Part thereof; (as follows,)

For every Person conveyed in or upon any such Carriage, *per Mile* not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Penny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox or Bull, Cow or Neat Cattle, conveyed in or upon any such Carriage, *per Mile* not exceeding Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny:

For every Calf or Pig, Sheep or Lamb, or other small Animal, conveyed in or upon any such Carriage, *per Mile* not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Farthing.

Tolls for  
propelling  
Power.

**36.** The Tolls which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per Mile* for any Passenger or Animal, or for every Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations  
as to Tolls.

**37.** The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Goods or Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand Tolls for Passengers as for One Mile; and for Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction thereof as for a Quarter of a Mile:

For

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton :

And with respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight :

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity.

**38.** With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may demand and take Tolls not exceeding the following; (that is to say,) Tolls for small Parcels and Articles of great Weight.

For the Carriage of small Parcels on the Railway, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Three-pence ;

For any Parcel exceeding Seven and not exceeding Fourteen Pounds in Weight, Fourpence ;

For any Parcel exceeding Fourteen and not exceeding Twenty-eight Pounds in Weight, Sixpence ;

For any Parcel exceeding Twenty-eight and not exceeding Fifty-six Pounds in Weight, Eightpence ;

And for Parcels exceeding Fifty-six Pounds in Weight and not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit :

Provided always, that Articles sent in large aggregate Quantities, although made up as separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term applies only to single Parcels in separate Packages :

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which including the Carriage exceeds Four Tons but does not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per Ton per Mile* :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which with the Carriage exceeds Eight Tons, the Company may demand such Sum as they think fit.

**39.** Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof. Passengers Luggage.

**40.** With

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

Maximum  
Rates of  
Charges for  
Goods and  
Animals.

40. With respect to the Conveyance of Animals, Carriages, and Goods, the maximum Rates of Charges to be made by the Company, including the Tolls for the Use of the Railway, and Waggon or Trucks, and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection thereof, and any other Services incidental to the Business or Duty of a Carrier, when such Services or any of them are or is performed by the Company, shall not exceed the following Sums :

For every Horse or other Beast of Draught or Burden before classed with Horses, Fourpence *per* Mile :

For Cattle, Twopence each *per* Mile :

For Calves and Pigs, One Penny each *per* Mile :

For Sheep and small Animals, Three Farthings each *per* Mile :

For every Carriage not weighing more than One Ton, Sixpence *per* Mile ; if weighing more than One Ton, an additional Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton which such Carriage may weigh beyond One Ton :

For Manure and other Articles in this Act classed therewith, One Penny Halfpenny *per* Ton *per* Mile :

For Coals, Coke, Ironstone, and other Articles in this Act classed therewith, One Penny Halfpenny *per* Ton *per* Mile :

For Sugar and other Articles in this Act classed therewith, Threepence *per* Ton *per* Mile :

For Cotton and other Goods and Articles in this Act classed therewith, Fourpence *per* Ton *per* Mile.

Maximum  
Rates of  
Charges for  
Passengers.

41. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums :

For every Passenger conveyed in a First-class Carriage, Threepence *per* Mile :

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile :

For every Passenger conveyed in a Third-class Carriage, One Penny Halfpenny *per* Mile :

Charges for  
Special  
Trains.

Provided always, that the Restriction as to the Charges to be made does not extend to any Special Train that may be required to run upon the Railway, but applies only to the Express and Ordinary Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the Railway.

42. No

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

**42.** No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee. Definition of Terminal Station.

**43.** The Restriction as to the Charges to be made for Passengers does not extend to any Special Train required on the Railways, but applies only to the Express and Ordinary Trains from Time to Time appointed by the Company for the conveying of Passengers and Goods upon the Railway. Restriction as to Charges not to apply to Special Trains.

**44.** Provided always, That the Company may take any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto, or with respect to the Conveyance of any Goods other than small Parcels by Passenger Trains. Company may take increased Charges by Agreement.

**45.** And whereas the Railway by this Act authorized is intended to be carried by means of a Bridge over a Canal and Towing-path and certain Land of the Company of Proprietors of the *Birmingham Canal Navigations*, which Company is herein-after referred to as "the *Birmingham Canal Company*," situate in the City of *Lichfield*, near to the *Lichfield Wharf*: Therefore the Company shall at their own Expense build in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham Canal Company*, a good and substantial Bridge over the said Canal, and the Towing-path, Banks, and other Works thereof, at the Point where the Railway is intended to be carried over the same Canal as shown upon the said Plans so deposited as aforesaid, or within such limited Deviation therefrom as herein-after authorized, and the clear Opening or Span of the Arch of such Bridge between the Walls or Abutments thereof shall be of such Width on the Square as shall be equal to and sufficient to clear and leave unobstructed at the Point of crossing the whole navigable Waterway of the Canal, and a Space of not less than Eight Feet wide on each Side thereof for a Towing-path, and such Bridge shall have close Fences not less than Six Feet high above the Level of the Rails, and the Spring of the Arch or Soffit of the Girders shall at the Point of crossing over the said Canal commence at a Point not being less than Eight Feet above the present Surface of the Towing-path of the said Canal, and the under Side of the Middle of the Arch shall not be less than Ten Feet above the Top-water Level of the said Canal, and the extreme Width of such Bridge shall not exceed Thirty Feet. Company to construct Bridge over the Birmingham Canal in manner prescribed by the Engineer of the Canal Company.

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

Company to  
keep the  
Bridge in  
repair.

46. The Company shall at their own Expense, at all Times for ever after the said Bridge shall have been completed, keep the same, and all future Bridges to be erected or made respectively in lieu thereof (and which shall be at the same Place, in the like Direction, and of the like Dimensions, Capacity, and Materials, as are herein-before severally mentioned), together with all Works belonging to or connected therewith respectively, in good and complete Repair; and in case of any Want of Repair to any such Bridge, or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of any such Bridge, or any Part thereof respectively, or from any other Cause whatsoever, and Notice in Writing thereof being given by the *Birmingham Canal Company*, or their Clerk, to the Company, then if the Company shall not within the Space of Ten Days after such Notice commence the Repairs, or, as the Case may require, the raising or rebuilding or the Reconstruction of the said Bridge which shall be out of Repair, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild, or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising, or re-building, or Reconstruction, shall be wholly completed, it shall be lawful for the *Birmingham Canal Company* to make all such Repairs to any such Bridge, and to raise or rebuild or reconstruct the same, or such Part thereof respectively as shall be necessary, in such Manner as they may think proper, and all the Expenses thereof shall be repaid by the Company to the *Birmingham Canal Company* upon Demand; and in default of such Payment any Two of Her Majesty's Justices of the Peace for the County of *Stafford* shall, on Application by the *Birmingham Canal Company*, or their Clerk, or any other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, cause the Amount of such Expenses (which Amount shall be settled and allowed by such Justices after hearing or giving the Parties an Opportunity of being heard thereon) to be levied by Distress and Sale of the Goods and Chattels of the Company, and to be paid to the *Birmingham Canal Company*, their Agents or Clerk, rendering the Overplus (if any) on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the Company, or otherwise the *Birmingham Canal Company* may sue for and recover such Expenses as aforesaid against the Company in any of the Superior Courts: Provided always, that during the Progress of reconstructing any such Bridge, and at all future Times during any Repairs, raising, or rebuilding, or Reconstruction thereof, the Engineer for the Time being of the *Birmingham Canal Company*, with the requisite Assistants and Workmen, shall have free Access to such Bridge, and full Permission to inspect the Workmanship and Materials thereof.

47. And

*The Birmingham and Sutton Coldfield Extension Railway Act,*  
1863.

47. And whereas, under and by virtue of the Acts relating to the Canals belonging to the *Birmingham Canal Company*, or some of them, certain Powers are reserved to the Owners of Mines, Works, and Lands adjoining to the said Canals, or some of them, or for the *Birmingham Canal Company*, at the Request of such Owners, to form Cuts, Canals, Railways, Tramways, or Roads, not exceeding a certain Length therein specified, in order to communicate with the said Canals: And whereas the Railway by this Act authorized may intervene between the said Canals and some of the Mines, Works, or Lands of Persons to whom such Powers are reserved as aforesaid, and additional Expense would be occasioned by the Construction of Bridges, Viaducts, or Aqueducts for the Purpose of carrying such Cuts, Canals, Railways, Tramways, or Roads over, under, or across the said Railway: Therefore in the event of any such Person being desirous to make or procure to be made any such Cuts, Canals, Railways, Tramways, or Roads as aforesaid to communicate with the said Canals, or any or either of them, the Company shall afford all requisite and proper Facilities for the Formation thereof, when necessary, either over, under, across, or by the Side of the said Railway; and if any Difference shall arise between the Company and any Person so desirous to make or procure to be made any such Cut, Canal, Railway, Tramway, or Road as aforesaid, or between the Company and the *Birmingham Canal Company*, either as to the Mode of carrying the same over, under, across, or by the Side of the said Railway, or as to the Place where the same should be so carried, or as to the Facilities to be afforded by the Company for the Purposes thereof, or as to the Proportion of the Costs (if any) of making and maintaining the same to be borne by the Company, or as to the Use thereof at any Time thereafter by the Owners, Lessees, or other Persons in the Occupation thereof, such Difference shall be settled by Arbitration.

Company not to obstruct the Formation of Branches communicating with the Birmingham Canal.

48. If by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction or of the bad State of Repair of any such Bridge as aforesaid, or any of the Slopes, Banks, or Works of the said Railway near the said Canals, or any or either of them, or of any other Works by this Act authorized to be constructed, or by any Act or Omission of the Company, or any of their Agents or Servants, it shall happen that the said Canals, or any or either of them, or the Towing-path thereof, or any or either of them, or the Works connected therewith respectively, or any of them, shall be so injured or obstructed that Boats or other Vessels using the same with their usual and accustomed Loads shall be impeded in their Passage along the said Canals, or any or either of them, or shall not be able to pass freely along the same, then and in such Case the Company shall pay to the *Birmingham Canal Company* as or by way of ascertained Damages the Sum of One hundred Pounds for every

In case of Obstruction to Navigation of Canal, Railway Company liable to Damages for the same.

Twenty-

*The Birmingham and Sutton Coldfield Extension Railway Act,*  
1863.

Nothing to prevent other Persons suing for Damages.

Twenty-four Hours during which any such Impediment or Obstruction shall continue, and so in proportion for any less Period than Twenty-four Hours; and in default of Payment of any such Sum on Demand made on the Company the *Birmingham Canal Company* may sue for and recover the same, together with full Costs of Suit, against the Company, by Action of Debt or on the Case in any of the Superior Courts: Provided always, that nothing herein contained shall extend to prevent the *Birmingham Canal Company*, or any other Company or Person, from recovering against the Company any special, further, or other Damages that may be sustained by the *Birmingham Canal Company*, or any other Company or Person, on account of any Act or Default of the Company in respect of which the said Sum in the Nature of liquidated Damages is hereby imposed or made payable beyond the Amount thereof, and the *Birmingham Canal Company*, or any other such Company or Person, are hereby authorized to sue for and recover such special, further, and other Damages accordingly.

The Springs, &c. of Birmingham Canal Company to be preserved.

**49.** Nothing herein contained shall authorize or empower the Company to take away, obstruct, or lessen any Springs, Brooks, Streams, Feeders, Drains, Waters, or Watercourses which now are or heretofore have been taken for the Use of the *Birmingham Canal Navigations*, or which the *Birmingham Canal Company* are by Law authorized or empowered to take for the Use of their Canals or Feeders, or any or either of them, or to take away or obstruct or in any Manner impede the free Use of any Communication already made between the Water of the said Canals, or any or either of them, and any Steam Engine, or to take away or prejudice the Right of any Person to make such Communication pursuant to the Provisions of the Acts of Parliament for regulating or otherwise relating to the *Birmingham Canal Navigations* or any of them.

Company not to alter the Course or obstruct the Navigation of the Birmingham Canals.

**50.** It shall not be lawful for the Company, or any Person in execution of this Act, without the Consent in Writing of the *Birmingham Canal Company* under their Common Seal first obtained, to alter the Course of the said Canals, or any or either of them, or to contract the Width of the same, or any or either of them, or of the Towing Path or Paths thereof, or of any Wharf or Wharves of the *Birmingham Canal Company*, or to obstruct the Course or Supply of the Water in or to the said Canals, or any or either of them, or in any Manner to impede the Navigation thereof or the Access thereto or to any Wharf or Wharves adjoining, or to injure any of the Banks or other Works of or belonging to the said Canals, or any or either of them, and it shall not be lawful for the Company (except for the Purpose of crossing the said Canal as before mentioned) to take or interfere with the said Canals, or any or either of them, or any of the Property of the *Birmingham Canal Company*, and it shall not be lawful for the Company to make any lateral Deviation  
from



*The Birmingham and Sutton Coldfield Extension Railway Act,*  
1863.

from the Course or Direction of the said Railway hereby authorized to be made, as delineated on the said Maps or Plans so deposited as aforesaid, by which Deviation any of the Wharves, Warehouses, Buildings, Locks, Side Ponds, Towing-paths, Bridges, Banks, Tunnels, Air Shafts, or Feeders of the *Birmingham Canal Company* shall be taken, used, or damaged, without the Consent in Writing of the same Company under their Common Seal first had and obtained.

**51.** And whereas the said Railway may also intervene between the said Canals, or some or one of them, and Lands on which Steam Engines may hereafter be erected, between which and the said Canals, or some or one of them, Communication for the Passage or Supply of Water may require to be made: Therefore, if any such Communications are hereafter so required to be made, the Company shall afford all requisite Facilities for the Purposes thereof by constructing, at the Expense of the Party applying for the same, or permitting to be constructed through, under, or over the said Railway such Culverts, Arches, Pipes, Tunnels, or other Works as may be necessary, and in the event of any Difference arising between the Company and the *Birmingham Canal Company*, or any other Person, as to the Nature and Amount of the Facilities so to be afforded by them, every such Difference shall in like Manner be settled by Arbitration.

Communica-  
tion between  
the Canals  
and certain  
Lands not  
to be ob-  
structed.

**52.** 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 *Birmingham Canal Company* in and by all or any of the several Acts of Parliament now in force relating to their Canals or any of them, except as is expressly enacted by this Act.

Company not  
to interfere  
with the  
Rights, &c.  
of the Canal  
Company.

**53.** The Company on the one Part, and the *North-western Company* and the *South Staffordshire Company* or either of them on the other Part, may from Time to Time enter into and carry into effect Contracts or Agreements for or in respect of the working and Use of the Railway hereby authorized, as well as in respect of the working and Use by the Company of such Portions of the Railways of the Two last-mentioned Companies respectively as may form the Subjects of such Contracts or Agreements, and of the Works and Conveniences belonging thereto respectively, and for or in respect of the Regulation and Management of the Traffic, and the Payment, Division, and Apportionment of the Tolls, Rates, and Charges received in respect thereof and any Matter incidental thereto: Provided always, that during the Continuance of any Agreement entered into under the Authority of this Act the Railways the Subject Matter of the Agreement between the contracting Companies shall for the Purposes of Tolls and Charges be considered One Railway; and in estimating the Amount of Tolls or Charges in

Power to  
enter into  
Traffic Ar-  
rangements  
with the  
North-  
western  
Company  
and the  
South  
Stafford-  
shire  
Company.

[Local.]

29 N

respect

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

respect of Traffic conveyed partly on the Railway of one Company and partly on the Railway of the other Company, Parties to the Agreement, for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles, and for each Mile or Fraction of a Mile beyond One Mile as for One Mile only in respect of Passengers, and for each Quarter of a Mile or Fraction of a Quarter of a Mile as for a Quarter of a Mile in respect of Goods, Minerals, and Animals; and no other Short-distance Charge than such as is herein-before mentioned shall be made for Traffic passing on the Railways of the contracting Parties during the Continuance of any such Agreement.

Not to affect  
Persons not  
Parties  
thereto.

**54.** No such Agreement shall in any Matter increase, diminish, alter, or affect any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railway to which any such Agreement may relate upon Terms and Conditions at least as favourable, and on Payment of Tolls, Rates, and Charges on at least as low a Scale, as they would have been in case no such Agreement had been entered into.

Agreements  
to be  
approved.

**55.** Any such Agreement shall not have any Operation or Effect unless and until the same shall have been submitted to and approved of by the Board of Trade, and by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at a Meeting of each Company Party thereto specially convened with Notice of this Purpose.

Meetings,  
how to be  
convened.

**56.** Every such Meeting of the Company, or of the *North-western* Company, or of the *South Staffordshire* Company, shall be called by Advertisement inserted for Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of the Company convening such Meeting is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of such Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Board of  
Trade may  
modify  
Agreements.

**57.** Provided always, That it shall be lawful for the Board of Trade, if they think fit, on the Expiration of every Ten Years from the Commencement of any such Agreement, or on the Expiration of any Ten Years from the Period when any Revision thereof shall be made by them, to  
cause

---

*The Birmingham and Sutton Coldfield Extension Railway Act,  
1863.*

---

cause the same to be revised, and the Board of Trade shall have Power to declare any Modification required by that Board Part of such Agreement, and thenceforth such Agreement shall be construed and take effect accordingly.

**58.** At the Expiration of any such Contract or Agreement the Company and the *North-western* Company and the *South Staffordshire* Company, subject to the Approval of the Board of Trade, may enter into a further Contract or Agreement for all or any of the Purposes aforesaid: Provided, that before such Companies shall enter into any such further Contract or Agreement as aforesaid they shall give Notice of their Intention to enter into such Contract or Agreement by Advertisement in a Form to be approved of by the Board of Trade inserted once in each of Three successive Weeks in some Newspaper published or circulated in the County of *Warwick* or the County of *Stafford* or in the City of *Lichfield*, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract or Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade, and no such Contract or Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Agreement may be renewed with Approval of Board of Trade.

**59.** It shall be lawful for the Company, if they shall think fit, from Time to Time to establish and lay down and to maintain or to contract with any Companies or Persons for laying down and maintaining along the Lines of Railway by this Act authorized One or more Line or Lines of Telegraph.

Power to lay down Electric Telegraph.

**60.** Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made or the Company from the Provisions of any General Act relating to Railways, or the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges and of the Rates for small Parcels authorized by this Act.

Railway not exempt from Provisions of present and future General Acts.

**61.** All the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

Expenses of Act.

---

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1863.

