



CHAPTER clxxii.

An Act for making a Railway from the South Staffordshire Railway at Lichfield to the Birmingham and Sutton Coldfield Branch of the London and North-western Railway at Sutton Coldfield ; and for other purposes. A.D. 1872.

[6th August 1872.]

WHEREAS the making of the railway and road and the improvement of the roads herein-after described would be attended with local and public advantage :

And whereas the persons in this Act named, with others, are willing at their own expense to construct such railway and road, and to make such improvement, and it is expedient that they should be incorporated into a company (herein-after referred to as "the Company"), and that powers should be conferred on them for that purpose :

And whereas plans and sections showing the line and levels of the railway and road, and a book of reference to such plans, containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands in or through which the railway and road are to be made and maintained, have been deposited with the clerks of the peace for the counties of Warwick and Stafford and the county of the city of Lichfield respectively ; and those plans, sections, and book of reference are in this Act referred to as the deposited plans, sections, and book of reference :

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 :

1. This Act may be cited for all purposes as "The Birmingham and Lichfield Junction Railway Act, 1872." Short title.

[Ch. clxxii.] *The Birmingham and Lichfield Junction Railway Act, 1872.* [35 & 36 VICT.]

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Provisions
of general
Acts herein
named in-
corporated.

2. "The Companies Clauses Consolidation Act, 1845," Part I. (relating to cancellation and surrender of shares) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to construction of a railway) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpreta-
tion of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expressions "the railway" and "the undertaking" mean the railway and road and alteration of roads and undertaking by this Act authorised; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, 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
incorporated.

4. The Right Honourable the Earl of Lichfield, Sir John William Cradock Hartopp, Baronet, Charles Wilson Swinfen Boun, John Nock Bagnall, William Nicholson, Albert Pelly, 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 Lichfield Junction Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to
make railway
according to
deposited
plans.

5. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railway and road hereinafter described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose:

The railway herein-before referred to and authorised by this Act is as follows:

A railway eight miles and about three furlongs in length, commencing in the parish of Saint Michael, Lichfield, by a

junction with the South Staffordshire Railway at a point near the Militia Depôt Barracks, and terminating in the parish of Sutton Coldfield by a junction with the Sutton Coldfield branch of the London and North-western Railway Company at a point about one hundred and sixty yards southwards of the bridge carrying that branch railway over the road leading from Sutton Coldfield to Sutton Park, known as Park Road :

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The road herein-before referred to and authorised by this Act will be situate in the parish of Shenstone and commence from and out of the public road known as Lynn Lane at a point about one hundred and eighty yards, measured in the direction of the village of Shenstone, from the bridge carrying Lynn Lane over the Bourne Brook, and terminate by a junction with the turnpike road leading from Birmingham to Lichfield at a point about two hundred yards, measured in the direction of Lichfield, from the gate at Shenstone Moss Lodge :

The Company may also alter the levels of and improve the roads in the same parish known as Love Lane and Footherly Lane, and stop up the public road in that parish leading from Shenstone Moss Lodge through the grounds known as Shenstone Moss to Shenstone village, and appropriate the portion of such public road between Love Lane and Footherley Lane to the purposes of the new road.

6. The capital of the Company shall be one hundred and thirty-five thousand pounds, in thirteen thousand five hundred shares of ten pounds each.

Capital.

7. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Shares not to issue until one fifth paid up.

8. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Calls.

9. The Company may from time to time borrow on mortgage of the railway undertaking any sums not exceeding in the whole forty-five thousand pounds, but no part thereof shall be borrowed until the whole capital of one hundred and thirty-five thousand

Power to borrow on mortgage.

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pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice, who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such capital has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

10. The mortgagees of the railway undertaking of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than four thousand pounds in the whole.

Application of moneys.

11. All moneys raised under this Act, whether by shares or borrowing, shall be applied for the purposes of this Act only.

General meetings.

12. The first ordinary meeting of the Company shall be held within six months after the passing of this Act; and the quorum for general meetings, whether ordinary or extraordinary, shall be seven shareholders, holding together not less than five thousand pounds in the capital of the Company.

Number of directors.

13. The number of the directors shall not be more than seven nor less than three.

Qualification of directors.

14. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

15. The quorum of a meeting of directors shall be three, but when the number of directors is not more than three, the quorum shall be two.

First directors.

16. The Right Honourable the Earl of Lichfield, Sir John William Cradock Hartopp, Baronet, Charles Wilson Swinfen Broun, John Nock Bagnall, William Nicholson, Albert Pelly, and one other qualified person to be nominated by them, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting

the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act or nominated as aforesaid being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained, and the several persons elected at 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 same Act.

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Election of directors.

17. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed three acres.

Lands for extraordinary purposes.

18. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Powers for compulsory purchases limited.

19. The junctions of the railway with the South Staffordshire and the Birmingham and Sutton Coldfield lines of the London and North-western Railway Company shall be made only at such points, within the limits of deviation shown on the deposited plans, as the principal engineer of that company shall by writing under his hand require; and in case of difference as to such points, the same shall be referred to an engineer to be appointed by the Board of Trade on the application of either party; and the Company shall not, without the consent of that company in writing under their common seal, acquire or interfere with any part of the properties in the parish of Sutton Coldfield, numbered 130 and 132 respectively on such plans, save such parts thereof as it shall be necessary for the Company to acquire or interfere with for making the railway, so that the same shall be carried through the said property numbered 132 at not exceeding the distance of seventeen feet, measured from the extreme south-westerly angle of such last-mentioned property to the centre line of the railway, and the railway shall only be so constructed accordingly, and only as a double line, through the said last-mentioned property; and the Company shall, before they commence the construction of the railway through such

As to junctions and interference with lines, &c. of the London and North-western Railway Company.

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last-mentioned property, make a good and sufficient retaining wall of not less than four feet six inches in height, to fence off the portion of the said property which may be so required for the construction of the railway from the remaining portion thereof, such retaining wall to be placed at not exceeding the distance of eighteen feet, measured from the centre line of the railway to be so constructed as aforesaid.

As to crossing road of London and North-western Railway Company.

20. The railway shall be carried over the road of the London and North-western Railway Company in the said parish of Sutton Coldfield, numbered 130 on the deposited plans, only according to plans to be reasonably approved in writing by and executed under the superintendence and to the reasonable satisfaction in all respects of the principal engineer of that company, and in all things at the expense of the Company, and such railway shall be so carried over such road by means of a girder bridge of a span of not less than thirty feet in the clear measured on the square, and with a clear headway of not less than sixteen feet for its entire width, and the railway and the works connected therewith shall be so carried over and executed by such means and in such manner only as not to interfere with the uninterrupted and safe user of such road.

Maintenance of works.

21. The Company shall at all times maintain the bridge and other works by which the railway shall be carried over the said road, and the said wall, in substantial repair and good condition to the reasonable satisfaction in all respects of the principal engineer of the London and North-western Railway Company, and if and whenever the Company fail so to do, that company may make or do, in and upon as well the lands of the Company as their own lands, all such works and things as such engineer may reasonably think requisite in that behalf, and the sum from time to time certified by him to be the reasonable amount of the expenditure of that company in that behalf shall be repaid to them by the Company, and in default of full payment the amount due may be recovered with full costs by that company from the Company in any court of competent jurisdiction.

Interference with lands of the London and North-western Railway Company.

22. The Company shall not take, use, enter upon, or interfere with any of the railways, works, lands, or property belonging to or under the power of the London and North-western Railway Company, or any lands or property which that company has power to purchase or take, without obtaining in every case the previous consent in writing of that company under their common seal, except only so far as shall be absolutely necessary for executing and maintaining the bridge and other works by which the railway is so to be carried over the said road and through the said property

numbered 132, and for effecting the junctions in manner aforesaid with the railways of that company. A.D. 1872.

23. With respect to any such railways, works, lands, or property mentioned or referred to in the last preceding section, which the Company are by this Act authorised to take, use, enter upon, or interfere with, they shall not purchase and take the same, but the Company may purchase and take, and the London and North-western Railway Company shall sell and grant accordingly, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same. To acquire easements only in such lands.

24. Nothing in this Act contained shall extend to prejudice, alter, or take away any of the rights, privileges, or powers of the London and North-western Railway Company otherwise than is herein expressly provided. Saving rights of London and North-western Railway Company.

25. In constructing the railway at and near to the spot where it is intended to cross under the Wolverhampton, Walsall, and Midland Junction Railway, the Company shall lower the level of their railway, as shown on the deposited section, to the extent of not less than two feet, for the purpose of enabling the Wolverhampton, Walsall, and Midland Junction Railway to be carried over the railway by a bridge with a clear headway of not less than fourteen feet: Provided that the Wolverhampton, Walsall, and Midland Junction Railway Company, in constructing their railway at and near the same spot, shall raise the level of their railway, as shown on the deposited sections, to a like extent for the same purpose: Provided also, that if the Company construct their works outside the limits shown on the deposited plans, the Wolverhampton, Walsall, and Midland Junction Railway Company shall not be bound to deviate vertically from their authorised levels at the point of crossing to a greater extent than two feet, and any further vertical deviation, rendered necessary thereby, shall be made by the Company. Providing for crossing of Wolverhampton, Walsall, and Midland Junction Railway.

26. In carrying the railway over Park Road in the parish of Sutton Coldfield the Company shall comply with the following requirements: For protection of the property of the Wardens and Society of Sutton Coldfield.

- (1.) There shall be constructed an ornamental iron bridge, over which the railway shall be carried as a double line only, the design for the said bridge to be submitted to and subject to the reasonable satisfaction of the surveyor for the time being to the Warden and Society of the Royal Town of Sutton Coldfield:

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- (2.) The span of the said bridge shall not be less in width than the span of the existing bridge carrying the Sutton Coldfield branch of the London and North-western Railway over the said road :
- (3.) The width of the said bridge shall not at any place exceed thirty feet :
- (4.) The parapet on the southern side of the said new bridge shall not be nearer to the parapet on the same side of the road of the said existing bridge than twenty-five feet, and the parapet on the northern side of the said new bridge shall not be nearer to the parapet on the same side of the road on the said existing bridge than forty feet :
- (5.) Proper retaining walls, battered and neatly faced, shall be constructed on both sides of the said road, between the said new bridge and the said existing bridge :
- (6.) The passage under the said new bridge shall be properly lighted during the same hours as the town lamps in Sutton Coldfield are lighted :
- (7.) Any difference between the said surveyor and the engineer of the Company may be determined by the Board of Trade on the application of either party.

For protec-
tion of
Richard
HurstSadler.

27. If the Company take compulsorily the lands numbered on the deposited plans and in the deposited books of reference one hundred and twenty-two, one hundred and twenty-one, one hundred and twenty, one hundred and nineteen, one hundred and eleven, and one hundred and nine, in the parish of Sutton Coldfield, or any part thereof, the claim for compensation to be paid by the Company to Richard Hurst Sadler, or other the owner of such lands for the time being, shall be referred to William Fowler of Birmingham, land agent, and John Chesshire of Birmingham, land agent, who shall together settle the amount of such compensation; and in the event of their failing to agree, the same shall be settled by an umpire to be appointed by them, and in the event of either or both of the said William Fowler and John Chesshire dying, refusing to act, or otherwise becoming incapable to act, there shall be appointed instead of such one or both of the said William Fowler and John Chesshire, so dying, refusing to act, or otherwise becoming incapable to act, such other person or persons, as the case may be, as shall be agreed upon by the Company and the said Richard Hurst Sadler, or other the owner for the time being of the said lands, and in the event of their not agreeing as to the appointment of such other person or persons, he or they shall be appointed by the Board of Trade on the application of either party.

28. Subject to the provisions of this Act, the Company shall, in the exercise of the powers conferred by this Act with respect to the property of the Sutton Coldfield Royal Hotel Company (Limited), herein-after called "the Hotel Company," be subject to the provisions, restrictions, and obligations following; that is to say,

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Proviso
respecting
Sutton Cold-
field Royal
Hotel Com-
pany.

(1.) The Company shall purchase the land belonging to the Hotel Company required for the railway, and also all land belonging to the Hotel Company which will be severed by the railway from the hotel, at a price to be settled by the said William Fowler and John Chesshire, as arbitrators, and in the event of either or both of them dying, refusing to act, or otherwise becoming incapable to act, there shall be appointed, instead of such one or both of the said William Fowler and John Chesshire, so dying, refusing to act, or otherwise becoming incapable to act, such other person or persons, as the case may be, as shall be agreed upon by the Company and the Hotel Company, or their successors or assigns in the said land; and in the event of their not agreeing as to the appointment of such other person or persons as aforesaid, he or they shall be appointed by the Board of Trade, on the application of either party; and the said William Fowler and John Chesshire, or other person or persons to be appointed as aforesaid, shall name an umpire to settle, in case of difference between them, the amount to be paid by the Company to the Hotel Company:

(2.) The said arbitrators or umpire, as the case may be, in estimating the value of such land, shall, in addition to the price they may fix for the land, take into consideration and award to the Hotel Company whatever sum they may deem compensation for all damage or injury caused to the hotel, or the trade thereof, or to the grounds adjoining to the hotel, by the construction and maintenance of the railway:

(3.) The Company shall not sell for building purposes any land acquired from the Hotel Company, and should the Company sell any of such land, there shall be inserted in the conveyance thereof a prohibition against building thereon:

(4.) If a passenger station be placed on one or both of the pieces of land numbered on the deposited plans and in the deposited book of reference 125A and 126, in the parish of Sutton Coldfield, the Company shall make and keep open,

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at their own expense, for the convenience of persons to or from the hotel, a private road between the grounds of the hotel and such station :

- (5.) No sidings for coal or goods traffic to be constructed on the east side of the railway on land now belonging to the Hotel Company.

Extension of limits of deviation under certain conditions.

29. The Company may, at any time within twelve months after the passing of this Act, purchase from the Sutton Coldfield Royal Hotel Company (Limited), and Richard Hurst Sadler and Thomas Hayward respectively, all or any part of the lands belonging to them, or any or either of them, situated between the eastern limit of deviation shown on the deposited plans, and delineated by a black dotted line on a plan signed by Charles Douglas Fox, civil engineer, on the part of the Company, by Thomas Halbeard, secretary of the Hotel Company, and by the said Richard Hurst Sadler and Thomas Hayward as relative hereto, and the red dotted line shown on the last-mentioned plan, in the parish of Sutton Coldfield; and if the Company shall, within the said period of twelve months, give notice of their intention to take all or any part of the lands situated between the said black and red dotted lines, the price or compensation to be paid for the same shall be ascertained and settled by the persons herein-before named or referred to, and in manner herein-before provided with reference to the other lands of the said Hotel Company and Richard Hurst Sadler: Provided always, that in the event of the Company acquiring any part of the hotel or grounds forming the curtilage thereof, they may be required to purchase the whole lands and premises of the Hotel Company: Provided also, that the said Richard Hurst Sadler shall have the option of purchasing from the Company any surplus lands they may have acquired from him at the same rate or price as they acquired the same: And provided further, that in the event of the Company acquiring from the said Thomas Hayward any lands, they shall construct, at or near the point on the deposited plans denoting six miles two furlongs, a road bridge over the railway, such bridge to be fifteen feet wide between the parapets, and to have approaches not steeper than one in twenty, and also at or near the point on the same plans denoting seven miles six furlongs, where the said Thomas Hayward may select, another road bridge over the railway thirty-five feet wide between the parapets, and with approaches not steeper than one in thirty.

Provision for the protection of the South Staf-

30. Where the railway or any of the works connected therewith will cross or otherwise interfere with the main pipe or conduit of the South Staffordshire Waterworks Company (herein-after called

the Waterworks Company) which is laid along or by the side of the South Staffordshire Railway, the Company shall make and for ever afterwards maintain (either on the present site of such main pipe or conduit, or on such other site within the limits of deviation marked on the deposited plans as such main pipe or conduit may for the purposes of this Act be removed to) all necessary works to protect such main pipe or conduit from injury, and to enable the Waterworks Company, their officers and servants, to have free access thereto at all times, for the purpose of repair and replacement; and where it shall be necessary to move any part of the said main pipe or conduit for the purpose of making or executing any such deviation or works as aforesaid, the same shall be done by the Waterworks Company at the expense of the Company; and the Company shall not at any time interfere with the said main pipe or conduit, or any part thereof, or execute any work whatsoever under, over, or adjoining the same, until after they shall have delivered to the Waterworks Company and to the owners of the South Staffordshire Railway respectively a plan and drawing of so much of the works proposed to be executed as affect the before-mentioned main pipe or conduit, or any deviation thereof, with a specification in writing describing the proposed manner of executing the same works, and shall have obtained from the principal engineer of the said waterworks and railway respectively a certificate, under his hand, approving of such plan, specification, and proposed manner of executing the said deviation of works, and the same shall be executed accordingly under the superintendence and to the reasonable satisfaction of such principal engineers, and in no other manner: Provided also, that such engineers respectively shall, within twenty-one days next after the delivery of such plan and specification, signify their approval or disapproval thereof, and if disapproved, the matter in question may be referred to and settled by arbitration in manner herein-after mentioned: Provided also, that if such respective engineers shall not, within twenty-one days next after the delivery of such plan, signify their approval or disapproval thereof in writing, as herein-before required, they shall be deemed to have approved thereof, and the Company may thereupon proceed with the works in the same way as if they had obtained the certificate or certificates of approval; and in case of any such deviation as aforesaid extending beyond the property of the South Staffordshire Railway, the Company shall make or procure and deliver to the Waterworks Company a valid grant of easement over the new site of so much of the main pipe or conduit removed beyond such property, similar to the easement to which the Waterworks Company

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Staffordshire
Waterworks
Company.

A.D. 1872. have over the present site of such main pipe or conduit, subject nevertheless to the provisions of this Act.

Penalty for interrupting supply of water.

31. If any interruption in the supply of water by the Waterworks Company shall be occasioned by the acts, neglect, or default of the Company, or by the acts, neglect, or default of any of their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, the Company shall forfeit and pay to the Waterworks Company, for the benefit of the Waterworks Company, a sum equal to and after the rate of ten pounds for every hour such interruption shall continue, and shall save harmless the Waterworks Company from all damages and costs in respect of such interruption, such sum, damages, and costs to be recoverable by the Waterworks Company in any court of competent jurisdiction; and the expense of all repairs or renewals of the same main pipe or conduit, or any works in connexion therewith, which may be at any time hereafter rendered necessary by the acts or defaults of the Company, their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, shall be borne and paid by the Company, and may be recovered from them by the Waterworks Company as aforesaid.

Arbitration in case of difference.

32. If any difference shall arise between the Company and the Waterworks Company or the owners of the South Staffordshire Railway, or their respective engineers, as to the execution of any works affecting the said main pipe or conduit, such difference shall be settled by a competent engineer to be appointed on the application of either party by the Board of Trade.

Saving rights of Waterworks Company.

33. Except as herein expressly provided, nothing contained in this Act shall extend or be construed to extend to prejudice, diminish, alter, or take away any of the rights, powers, privileges, or authorities of or belonging to or vested in the Waterworks Company.

Company to construct bridge over the Birmingham Canal in manner prescribed by the engineer of Canal Company.

34. And whereas the railway hereby authorised and described in section 5 of this Act 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 construct 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 said

railway is intended to be carried over the same canal as shown upon the said plans so deposited as aforesaid, 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 aforesaid 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 underside 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 forty feet.

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35. 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 in lieu thereof (and which shall be at the same place, in the like direction, and of the like dimensions and capacity as are herein-before mentioned), together with all works belonging to or connected therewith respectively, in good and complete repair, to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company; 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 upon notice in writing thereof being given by the Birmingham Canal Company or their clerk to the Company, then the Company shall, within the space of ten days after such notice, commence the repairs, or, as the case may require, the raising or rebuilding or 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 rebuilding or reconstruction shall be wholly completed; and if the Company shall fail to commence the same within the said space of ten days, or to proceed therein with all reasonable expedition as aforesaid, it shall be lawful for the Birmingham Canal Company to make all such repairs to any such bridge or works, 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 Bir-

Company to
keep bridge,
&c. in repair.

A.D. 1872. mingham 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 authorised 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) 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, 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.

Company
not to alter
the course or
obstruct the
navigation of
Birmingham
Canals.

36. 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 canal, or to contract the width of the same, or the towing path thereof, or of any space reserved or intended as a 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 canal, 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 canal; and it shall not be lawful for the Company (except for the purpose of crossing the said canal) to take or interfere with the said canal or any of the lands of the Birmingham Canal Company, or to make any lateral deviation from the course or direction of the said railway hereby authorised, as delineated on the said plans so deposited as aforesaid, by which deviation any of the lands, wharves, warehouses, buildings, locks, side ponds, towing-paths, bridges, reservoirs, feeders, or other works of any kind of the Birmingham Canal Company shall be taken, used, or damaged, without the consent in writing of the Birmingham Canal Company, under their common seal, first obtained.

In case of
obstruction
to naviga-

37. If by or by reason or in execution of any of the works by this Act authorised, 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 canals of the Birmingham Canal Company, or any of them, or of any other works by this Act authorised 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 of them, or the towing-paths thereof or any of them, or any of the works connected therewith, shall be so injured or obstructed that boats or other vessels using the same with their usual and accustomed loads shall be obstructed, impeded, or delayed in their passage along the said canals or any 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 twenty-four hours during which any such obstruction or impediment 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, in any of the superior courts.

A.D. 1872.
tion, railway
company
liable to
damages for
same.

38. 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 any sum or sums in the nature of liquidated damages is or are hereby imposed or made payable beyond the amount thereof.

Nothing to
prevent other
persons
sueing for
damages.

39. Nothing herein contained shall authorise 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 empowered to take and make use of for the purposes of the said canals, or any of them, or to prevent or interfere with any of such waters flowing into the said canals, or any of them, or into any feeder or reservoir of the Birmingham Canal Company, 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 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 relating to the Birmingham Canal Navigations, or any of them.

The springs,
&c. of the
Birmingham
Canal Com-
pany to be
preserved.

A.D. 1872.

Company not
to obstruct
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tion of
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cating with
the Birming-
ham Canals.

40. 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 authorised may intervene between some or one of 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 purposes of carrying such cuts, canals, railways, tramways, or roads over, under, or across the said railway; therefore, in the event of the Birmingham Canal Company, or 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 of them, the Company shall afford all requisite and proper facilities for the formation thereof where necessary, either over, under, across, or by the side of the said railway; and if any difference shall arise between the Company and the Birmingham Canal Company, or 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 under "The Railways Clauses Consolidation Act, 1845."

Communi-
cations
between the
canals and
certain lands
not to be
obstructed.

41. And whereas the said railway may also intervene between the said canals, or some of them, and lands on which steam engines may hereafter be erected, between which and the said canals, or some or one of them, communications 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, such difference shall in like manner be settled by arbitration under "The Railways Clauses Consolidation Act, 1845." A.D. 1872.

42. 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 the said canals, except as is expressly enacted by this Act. Company not to interfere with the rights, &c. of the Canal Company.

43. The agreement made between William Antony Freston, solicitor, for and on behalf of the Company, and Thomas Hewitt is hereby confirmed and made binding on the Company and the said Thomas Hewitt. Confirmation of agreement with Thos. Hewitt.

44. In altering, for the purposes of this Act, the inclination of the public road numbered on the deposited plans eighty-seven, in the parish of Sutton Coldfield, the Company may make the inclination of the road, when altered, not steeper than one in eighteen on the eastern side and level on the western side of the railway. Inclination of road.

45. 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 pounds three per centum reduced annuities, being equal in value to six thousand four hundred pounds, five per centum upon one hundred and twenty-eight thousand pounds, the amount of the estimate in respect of the railway and other works, has been transferred to the Accountant General of the Court of Chancery in England in respect of the application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said stock shall not be paid to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall, previously to the expiration of the period limited by this Act for 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 authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said Deposit money not to be repaid until line opened or half the capital paid up and expended.

A.D. 1872.

capital; and if the said period shall 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 said stock shall be applied in the manner herein-after specified; and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified; and it shall not be necessary to produce any certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding.

Application
of deposit.

46. The said sum shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said sum shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum, or such portion thereof as may not be required as aforesaid, shall be paid to or on the application of the person or persons or the majority of the persons named in such warrant or order as aforesaid, or the survivors or survivor of them: Provided, that until the said sum shall have been repaid, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the person or persons or the majority of the persons named in such warrant or order as aforesaid, or the survivors or survivor of them.

Period for
completion
of works.

47. The railway shall be completed within five years from the passing of this Act; and if the railway shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railway or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

48. The Company may demand and take for the use of the railway, and for the supply of carriages, waggons, or trucks, any tolls not exceeding the following; (that is to say,) A.D. 1872.
Tolls.

First.—In respect of passengers conveyed upon the railway, or any part thereof, as follows: For pas-
sengers.

For every person, twopence per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile.

Secondly.—In respect of animals conveyed upon the railway, or any part thereof, as follows: For animals.

Class 1. For every horse, mule, or other beast of draught or burden, threepence per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

Class 2. For every ox, cow, bull, or neat cattle, twopence per head per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

Class 3. For every calf, pig, sheep, lamb, and other small animal, three farthings per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one farthing per mile.

Thirdly.—In respect of goods conveyed upon the railway, or any part thereof, as follows: Tonnage on
articles of
merchandise.

Class 4. For all dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, coals, culm, cinders, cannel, ironstone, iron ore, limestone, chalk, sand, slag, and clay (except fireclay), per ton per mile one penny farthing; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny:

Class 5. For all coke, charcoal, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, wrought iron, heavy iron castings, railway chairs, slabs, billets and rolled iron, lime, bricks, tiles, slates, salt, fireclay, and stone, per ton per mile one penny halfpenny; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny:

Class 6. For all sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, and for light iron castings, per ton per mile twopence halfpenny; and if

A.D. 1872.

conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny :

Class 7. For cotton and other wools, drugs, and manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile threepence; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny :

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, conveyed on a truck or platform belonging to the Company, sixpence per mile; and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

Tolls for propelling power.

49. The Company may demand for the use of engines for propelling carriages on the railway any sum not exceeding one penny per mile for each passenger or animal, or for each ton of goods or other articles.

Maximum rates of charge.

50. The maximum rates of charge to be made by the Company for the conveyance of passengers along 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; (that is to say,)

For passengers.

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 farthing per mile.

For animals and goods.

51. And with respect to the conveyance of goods, carriages, and animals, the Company may lawfully demand and receive as a maximum rate of carriage for the conveyance thereof along the railway, including the tolls for the use of the railway and waggons 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, and any other services incidental to the duty or business of a carrier, where such services, or any of them, are or is performed by the Company), any rates or sums not exceeding the rates or sums following; (that is to say,)

For every animal in class 1, fourpence per mile :

For every animal in class 2, threepence per mile :

A.D. 1872.

- For every animal in class 3, one penny per mile :
- For everything in class 4, one penny halfpenny per ton per mile :
- For everything in class 5, twopence per ton per mile :
- For everything in class 6, threepence per ton per mile :
- For everything in class 7, fourpence per ton per mile :
- And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and weighing more than one ton, carried or conveyed on a truck or platform, per mile sixpence ; and if weighing more than one ton, one penny halfpenny for every additional quarter of a ton or fraction of a quarter of a ton which such carriage may weigh.

52. The following provisions and regulations shall be applicable to the fixing of such tolls and charges ; (that is to say,)

Regulations
as to the
tolls.

For articles 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 on animals and merchandise for such fraction, in proportion to the number of quarters of a mile contained therein ; and if there be a fraction of a quarter of a mile, such fraction shall be deemed a quarter of a mile ; and in respect of passengers, every fraction of a mile beyond an integral number of miles shall be deemed a mile :

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 :

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.

53. And with respect to small packages and single articles of great weight, be it enacted that, notwithstanding the rates of tolls prescribed by this Act, the Company may lawfully demand tolls not exceeding the following ; (that is to say,)

Tolls for
small parcels
and single
articles of
great weight.

For the carriage on the railway, or any part thereof, of any parcel not exceeding seven pounds in weight, threepence :

A.D. 1872.

For the like carriage of any parcel exceeding seven pounds but not exceeding fourteen pounds in weight, fivepence:

For the like carriage of any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight, sevenpence:

For the like carriage of any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence:

And for the like carriage of any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight, the Company may demand any sum which they may think fit:

Provided always, that articles sent in large aggregate quantities, although made up of separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but such term shall apply only to single parcels in separate packages:

For the carriage of any one 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, shall exceed four tons but shall 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 one boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which with the carriage shall exceed eight tons, the Company may demand such sum as they think fit.

Passengers
luggage.

54. 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.

Terminal
station.

55. No station shall be considered a terminal station, in regard to any goods conveyed on the railway, unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Restrictions
as to charges
not to apply
to special
trains.

56. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company
may take
increased

57. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act

limited, for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains. A.D. 1872.
charges by agreement.

58. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845." Interest not to be paid on calls paid up.

59. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking. Deposit for future Bills not to be paid out of capital.

60. Nothing herein contained shall be deemed or construed to exempt the railway from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act. Railway not exempt from provisions of present and future general Acts.

61. All costs, charges, and expenses of and incidental to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company. Expenses of Act.

A.D. 1872.

SCHEDULE referred to in the foregoing Act.

MEMORANDUM of AGREEMENT made the 15th day of March 1872, between WILLIAM ANTONY FRESTON, on behalf of the Birmingham and Lichfield Junction Railway Company, and THOMAS HEWITT, of 27, Ely Place, Holborn, solicitor.

WHEREAS a Bill is now pending in Parliament, entitled the Birmingham and Lichfield Junction Railway; and whereas the said Thomas Hewitt is interested in certain lands in the parish of St. Michael, Lichfield, and numbered 26a, 28, 32, 35, 38, 40, 42, and 44 respectively on the deposited plan and in the deposited book of reference, certain other lands, and the said Thomas Hewitt has presented a petition against the said Bill in respect of such interest; now it is hereby agreed by and between the said parties hereto, that in consideration of the said Thomas Hewitt withdrawing his said petition, and refraining from all further opposition, directly or indirectly, to the said Bill, and in discharge of all his claims, and in reference to the said land limiting his claims to the sum herein-after mentioned, that the Company shall, within six months after the passing of the said Bill into law, pay to the said Thomas Hewitt the sum of one thousand two hundred pounds, as a sum agreed and settled between the parties in discharge of all his claims as aforesaid.

15/3/72

Stamp.

W. A. FRESTON.
THOMAS HEWITT.