



CHAPTER ccxvi.

An Act to confer further powers on the Halesowen Railway Company; and for other purposes. [11th August 1879.] A.D. 1879. —

WHEREAS by the Halesowen and Bromsgrove Branch Railways Act, 1865, (herein-after called "the Act of 1865,") the Halesowen and Bromsgrove Branch Railway Company (who under that or any subsequently acquired name are referred to in this Act as "the Company") were incorporated and authorised to make and maintain certain railways in the county of Worcester, with all proper works, stations, and conveniences, and certain heads of arrangement contained in the schedule to that Act, and made between the Company and the Midland and Great Western Railway Companies respectively, were confirmed: 28 & 29 Vict. c. cccxxiii.

And whereas by the Halesowen and Bromsgrove Branch Railways Act, 1866, (herein-after called "the Act of 1866,") the Company were authorised to make and maintain certain other railways: 29 & 30 Vict. c. cccxvii.

And whereas by the Halesowen and Bromsgrove Branch Railways Act, 1870, (herein-after called "the Act of 1870,") the capital of the Company was reduced, the periods for the compulsory purchase of certain lands by the Company and for the construction of works were extended, and the Company were authorised to abandon the railway secondly described in the Act of 1866: 33 & 34 Vict. c. cl.

And whereas on the thirtieth day of July one thousand eight hundred and seventy-two a formal agreement was executed by the Company and by the Midland and Great Western Railway Companies respectively for giving effect to the said heads of arrangement scheduled to the Act of 1865, with certain modifications thereof:

And whereas by the Halesowen and Bromsgrove Branch Railways Act, 1873, (herein-after called "the Act of 1873,") the Company were, among other purposes, authorised to construct certain deviations of their authorised railways: 36 & 37 Vict. c. clxv.

And whereas by the Halesowen Railway Act, 1876, (herein-after called "the Act of 1876,") the name of the Company was changed to "The Halesowen Railway Company," and the powers 39 & 40 Vict. c. cxxxii.

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And whereas it is expedient that the railway of the Company now partly formed should when completed be and be deemed for all purposes to be the railway and undertaking of the Company authorised by the recited Acts and referred to in the recited agreements, and that the arrangements as to station accommodation, and otherwise in relation thereto, should be as herein-after mentioned :

And whereas the holders of upwards of three fourths of the amount of the Company's debenture stock have consented in writing to any station rent which may become payable under the provisions of this Act being paid in priority to the interest on such debenture stock :

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 be cited as the Halesowen Railway Act, 1879.

Interpretation of terms.

2. In this Act—

The expression "the recited Acts" means and includes the Act of 1865, the Act of 1866, the Act of 1870, the Act of 1873, and the Act of 1876 :

The expression "the recited agreements" means the said heads of arrangement set forth in the First Schedule to the Act of 1865, and the said agreement of the thirtieth day of July one thousand eight hundred and seventy-two.

As to junction with line of Great Western Railway at or near Halesowen Station.]

3. If so agreed between the Company and the Great Western Railway Company, the Company shall at their own cost construct a junction with the line of the Great Western Railway Company at or near the Halesowen Station of that company, or if, under or in pursuance of any power or authority possessed in that behalf, the Company shall effect such a junction, the same shall be in all respects subject to the provisions of Part I. of the Railways Clauses Act, 1863, and in accordance with a plan to be approved by and to the reasonable satisfaction of the engineer for the time being of the Great Western Railway Company ; and the costs incurred in making the necessary alterations in the said station and line to enable the junction to be effected shall, before the junction is opened for traffic, be repaid by the Company to the Great Western Railway Company.

26 & 27 Vict. c. 92.

4. The Company and the other companies parties to the recited agreements may agree for the accommodation of the traffic of the Company in the Great Western Railway Company's station at Halesowen, and for the due performance at that station of the necessary services in respect of such traffic, and in that case the Company shall not be required to construct a separate terminal station at Halesowen, but, in addition to the rent or consideration which may be agreed to be paid for the use of the Halesowen Station of the Great Western Railway Company, the Company shall also pay to that company the expense of any reasonable alterations of or additions to such station, and the works and conveniences connected therewith, which may from time to time be necessary consequent upon such right of user of the said station and of the accommodation of the Company's traffic therein.

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Power to Company, &c. to agree with Great Western Company as to use of station at Halesowen.

5. Anything in the recited Acts or agreements, or any of them, to the contrary notwithstanding, any rent or consideration which may be agreed to be paid by the Company to the Great Western Railway Company in pursuance of any agreement for the use of the Halesowen Station of that company, not exceeding two hundred and fifty pounds per annum, shall be retained by or paid to the Great Western Railway Company in priority to the debenture interest to be paid out of the gross receipts arising from the working and use of the Company's railway in pursuance of the recited agreements, and the amount of such interest so to be paid shall in each year be rateably reduced by the whole or such portion as may be requisite of the amount of the said rent or consideration, unless and until the Company's proportion of the gross receipts shall be sufficient to pay the amount of such debenture interest after payment of the said rent or consideration: Provided always, that any such reduction of debenture interest shall be made good out of the Company's proportion of the gross receipts, so far as the same will extend for that purpose, in any subsequent year or years, after repayment to the Midland Railway Company and the Great Western Railway Company respectively of any amounts which such companies may have from time to time advanced, beyond the amount of the Company's proportion of the gross receipts of the Halesowen line, in payment of the said rent, or as provided by article 17 of the recited agreement of the thirtieth day of July one thousand eight hundred and seventy-two; but nothing in this section contained shall be considered as determining the amount of the rent to be paid by the Company to the Great Western Railway Company for the user of the said Halesowen Station.

As to payment of rent by Company to Great Western Company.

6. The Company may maintain their railway now in course of construction in the lines and on the levels according to which the

Railway when completed to be

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the under-
taking of
Company.

same has been or may be formed, and such railway when completed, and the junction to be constructed as aforesaid, shall be and be deemed for all purposes to be the undertaking of the Company authorised by the recited Acts and referred to in the recited agreements.

Lord Lyttel-
ton's pro-
perty to be
acquired by
agreement
only.

7. The Company shall not, except with the previous consent in writing of the Right Honourable Charles George Lord Lyttelton, his heirs or assigns, enter upon, take, use, or interfere with any of the lands or property of the said Lord Lyttelton, his heirs or assigns, other than those in respect of which agreements now exist between the Company and the said Lord Lyttelton.

Railway not
exempt from
provisions of
present or
future gene-
ral Railway
Acts.

8. Nothing in this Act contained shall be deemed or construed to exempt the railway of the Company 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 the rates for small parcels, authorised to be charged by the Company.

Expenses of
Act.

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