



CHAPTER x.

An Act for empowering the London and North-western Railway Company to construct a new railway to be called the Sutton Coldfield and Lichfield Railway; and for other purposes. A.D. 1880.
—
[29th June 1880.]

WHEREAS it is expedient that the London and North-western Railway Company (in this Act called the Company) should be empowered to make the new railway and other works by this Act authorised and to apply their funds to those purposes :

And whereas plans and sections showing the respective lines and levels of the new railway and other works by this Act authorised, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands by this Act authorised to be acquired, were duly deposited with the several clerks of the peace for the counties of Warwick and Stafford and the city and county of the city of Lichfield, which plans, sections, and books of reference are in this Act respectively referred to as the deposited plans, sections, and books of reference :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted ; and be it enacted by the 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,)

1. This Act may be cited for all purposes as the London and North-western Railway (Sutton Coldfield and Lichfield) Act, 1880. Short title.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act ; (that is to say,)

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. Incorporation of general Acts.
 8 & 9 Vict. c. 18.
 23 & 24 Vict. c. 106.
 32 & 33 Vict. c. 18.
 8 & 9 Vict. c. 20.
 26 & 27 Vict. c. 92.

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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 expression "the railway" means the new railway by this Act authorised ;

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 for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Power to
make rail-
way.

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

The railway herein-before referred to and authorised by this Act is—

The Sutton Coldfield and Lichfield Railway (eight miles three furlongs eight chains and forty links in length), commencing in the parish of Sutton Coldfield, in the county of Warwick, by a junction with the Sutton Coldfield Branch Railway of the Company, and terminating in the parish of Saint Michael, Lichfield, in the city and county of the city of Lichfield, by a junction with the South Staffordshire Railway of the Company.

Tolls, &c.

5. With respect to tolls and charges, and for all other purposes whatever, the railway shall be part of the Company's undertaking :

Provided always, that the Company shall not demand any higher tolls, rates, and charges than the tolls, rates, and charges authorised by the Act (local and personal) ninth and tenth Victoria, chapter two hundred and four, entitled "An Act to consolidate the London and Birmingham, Grand Junction, and Manchester and Birmingham Railway Companies," the London and North-western Railway (Additional Powers) Act, 1872, the London and North-western Railway (New Lines and Additional Powers) Act, 1876, and the London and North-western Railway (Joint and Various Powers) Act, 1877.

35 & 36 Vict.
c. lxxxvii.

39 & 40 Vict.
c. cixxx.

40 & 41 Vict.
c. xci.

6. Subject to the provisions of this Act, the Company may in connexion with the railway execute the works and exercise the powers following, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes; (that is to say,) A.D. 1880.
Power to make approach road, &c.

They may, in the line shown on the deposited plans and according to the levels shown on the deposited sections, make and maintain in the parish of Shenstone, in the county of Stafford, an approach road, commencing from and out of the public road known as Lynn Lane at a point thereon about one hundred and eighty yards or thereabouts, measured in the direction of the village of Shenstone, from the bridge carrying Lynn Lane over the Bourne Brook, and terminating by a junction with the turnpike road leading from Birmingham to Lichfield at a point thereon two hundred yards or thereabouts, measured in the direction of Lichfield, from the gate at Shenstone Moss Lodge; They may also improve the roads in the same parish known as Love Lane and Fotherly 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 they may appropriate the portion of such public road between Love Lane and Fotherly Lane to the purposes of the new approach road.

7. The following provisions shall have effect for the protection of the Board of Surveyors for the highways of Sutton Coldfield; (that is to say,) Provisions as to roads in Sutton Coldfield.

(1.) In altering for the purposes of this Act the roads next hereinafter mentioned the Company shall not make the same of any inclinations steeper than the inclinations hereinafter mentioned in connexion therewith respectively; (that is to say,)

Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
138	Sutton Coldfield	Public road	1 in 30 on each side.
156	Ditto	Ditto	Level on the north side.
191	Ditto	Ditto	Level on the east side, and 1 in 30 on the west side.
218	Ditto	Ditto	Level on the east side, and 1 in 25 on the west side.

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(2.) The Company shall make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of the heights and spans herein-after mentioned in connexion with those roads respectively; (that is to say,)

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
138	Sutton Coldfield	Public road	16 feet	35 feet.
242	Ditto	Ditto	16 feet	35 feet.

Provided that the Company may, in order to obtain the height described by this section, lower to the extent of one foot the level of the said road numbered 242 where the same will be carried under the railway :

(3.) The Company shall make the roadway over the bridge by which the road numbered on the deposited plans 170 in the parish of Sutton Coldfield will be carried over the railway of the width between the fences thereof of not less than thirty-five feet.

Protection of the trustees of the Sutton Coldfield Grammar School.

8. In constructing the Sutton Coldfield and Lichfield Railway the Company shall make and provide an archway or opening under the same at a point on that railway in a straight line with the occupation road shown on the deposited plans, and thereon numbered 121 in the parish of Sutton Coldfield, and such archway or opening shall be of blue brick, with stone dressings and parapets coped with stone, and not less than forty feet in width and sixteen feet in height.

Protection of Midland Railway Company.

9. In constructing and maintaining the works authorised by this Act where they will pass under the Walsall and Water Orton Branch of the Midland Railway, the Company shall be subject to the following conditions; videlicet,

(1.) All works crossing or affecting the said branch shall be executed at the expense of the Company, under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company, and according to plans and specifications to be previously submitted to such engineer and approved by him in writing; provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have

been submitted to him, he shall be deemed to have A.D. 1880.
approved thereof :

- (2.) The bridge carrying the railway under the said branch shall be constructed of a clear width between the parapets of fifty-two feet :
- (3.) The works shall be constructed and maintained so that the traffic upon the said branch shall not be in anywise impeded or interfered with, and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the engineer of the Midland Railway Company, and in all things at the expense of the Company :
- (4.) If by reason of the construction or maintenance of the works or any of them, or the failure of any of the works, or of the maintenance thereof or otherwise, the said branch or the works connected therewith shall be injured or the traffic thereon impeded, the Company shall compensate the Midland Railway Company for all costs to which that company may be put in repairing the said damage, and shall also pay by way of liquidated damages to the Midland Railway Company ten pounds for every hour during which such traffic shall be impeded :
- (5.) The Company shall also indemnify the Midland Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on the said branch, or by reason of any accident on that branch, which interruption or accident shall have been occasioned by the acts or defaults of the Company, or any of their contractors, or their respective servants or workmen :
- (6.) The Company shall not acquire any estate or interest in the lands and property of the Midland Railway Company, other than an easement or right of constructing or maintaining therein the works by this Act authorised :
- (7.) The amounts to be paid for the acquisition of such easements shall be settled in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement.

10. In the execution of the works and exercise of the powers within the limits of supply of the water and gas undertakings of the mayor, aldermen, and burgesses of the borough of Birmingham (in this section called the corporation) by this Act authorised the following

Protection of
the Corpora-
tion of Bir-
mingham.

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A.D. 1880. provisions for the protection of the said corporation shall have effect; that is to say,

- (1.) The provisions of the Railways Clauses Consolidation Act, 1845, contained in the sections 18 to 23 inclusive shall, subject to the provisions of this Act, extend and apply to the water and gas mains, pipes, and apparatus of the corporation, and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the corporation:
- (2.) The Company shall not interfere with any watercourse or any gas or water main, pipe, or apparatus of the corporation until they shall have given to the town clerk of the said borough seven clear days notice in writing of their intention to commence the intended works, and a similar notice to the gas or water engineer of the corporation, as the case may be, accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the watercourses, gas and water mains, pipes, and apparatus proposed to be interfered with:
- (3.) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing gas or water main, pipe, or apparatus, the Company shall repay to the corporation such additional cost, which shall be a debt due from the Company to the corporation, and be recoverable accordingly:
- (4.) If by reason of the execution of any of the powers of this Act any increased length of gas or water mains or pipes or any additional apparatus shall become necessary, the same shall be forthwith constructed and laid by the Company, upon such plan and in such manner as shall be approved of by the engineer of the corporation aforesaid:
- (5.) The corporation may at their own cost from time to time lay any gas or water main or pipe at right angles under the railway, and for those purposes, or for the necessary repair or inspection of the same, and for making connexions and communications therewith, may break up the soil or surface of the railway; but all works done by the corporation by virtue of this power shall be done under the superintendence, and to the reasonable satisfaction, and according to such plans, in such manner, and at such times only as shall be reasonably approved by the engineer of the Company,

and shall also be so done as not to interrupt the traffic on the railway : A.D. 1880.

- (6.) The corporation will bear, and on demand pay to the Company, the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the railway with reference to and during the construction of any such gas or water main or pipe as aforesaid, and for preventing as far as may be all interference, obstruction, danger, and accident which may arise from any of the operations of the corporation, or from acts or defaults of their contractors, or of any person or persons in their employment or otherwise :
- (7.) The corporation shall at all times maintain the gas and water mains and pipes so to be constructed by them in substantial repair and good order to the reasonable satisfaction of the engineer of the Company, and if and whenever the corporation fail so to do the Company may make and execute such repairs, and the corporation shall repay the cost, which shall be a debt due from the corporation to the Company, and be recoverable accordingly :
- (8.) The corporation and the Company may enter into agreements for any variation in the works to be done under this section or in the mode of executing the same :
- (9.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised within the said limits of supply of the water and gas undertakings of the corporation, or as to the mode of giving effect thereto, shall be determined in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

11. And whereas the railway hereby authorised is intended to be carried by means of a bridge over a certain canal of the Company of Proprietors of the Birmingham Canal Navigations (which company is herein-after referred to as the Birmingham Canal Company) called "the Wyrley and Essington Canal," in the parish of Saint Michael, in the city of Lichfield, as shown upon the deposited plans :

Provisions
for protec-
tion of Bir-
mingham
Canal Com-
pany.

Therefore the following provisions shall be observed and have effect :

- (1.) The Company shall at their own expense construct in a proper manner, and to the reasonable satisfaction of the

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engineer for the time being of the Birmingham Canal Company, a good and substantial bridge over the said canal and the towing-paths, 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, 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 one 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 thirty feet :

- (2.) 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 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 severally 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 such bridges, or either of them, or any work belonging thereto or connected therewith, and whether such want of repair shall arise from the sinking of such bridges, or either of them, 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 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. A.D. 1880.
And if the Company shall fail to commence the same within the said space of ten days or 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 Birmingham Canal Company upon demand, and in default of such payment the Birmingham Canal Company may sue for and recover the same against the Company in any court of competent jurisdiction: 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:

- (3.) 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 any other canals of the Birmingham Canal Company, or to contract the width of the same, or any of them, or the towing-paths 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 canals, or any 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 of them. 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 canals, or any of them, or any of the lands of the Birmingham Canal Company, or to make any lateral deviation from the course or direction of the railway hereby authorised as delineated on the deposited plans, 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

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Birmingham Canal Company shall be taken, used, or damaged, without the like consent in writing of the Birmingham Canal Company :

- (4.) 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 said canals, 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 three 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 court of competent jurisdiction :
- (5.) 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 :
- (6.) 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 way, 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 : A.D. 1880.

- (7.) 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 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 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 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, 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

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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 :

- (8.) 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 :
- (9.) 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.

Provisions
for protec-
tion of South
Stafford-
shire Water-
works Com-
pany.

12. For the protection of the South Staffordshire Waterworks Company (herein-after called the waterworks company) the following provisions and conditions in relation to the works in the city and county of the city of Lichfield by this Act authorised shall be observed and performed by the Company ; that is to say,

- (1.) In constructing the railway by this Act authorised in and through the fields in the parish of Saint Michael, Lichfield, in the city and county of the city of Lichfield, numbered on the deposited plans 55 and 57 in the said parish, and also in constructing the junction between such railway and the South Staffordshire Railway of the Company at or near the place numbered on the said plans 68 in the said parish, the Company shall, unless otherwise agreed, make and for ever afterwards maintain culverts or subways of sufficient length and dimensions round and over the pumping mains of the waterworks company

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which will have to be crossed by the railway at those three places to protect the same from injury and to enable the waterworks company and its officers and servants to have free access thereto at all times for the purposes of repair and replacement; and if the said culverts or subways, or either of them, shall not be constructed round and over the said mains, and when it shall be necessary to move the same, or either of them, for the purpose of laying them, or either of them, in such culverts or subways, the same shall be done by the waterworks company at the expense of the Company, and who in addition to such expense shall pay and make compensation to the waterworks company for all loss that company may sustain through loss of water or interference with their business, and it shall not be lawful for the Company at any time to interfere with the said mains, or either of them, until after the Company shall have delivered to the waterworks company plans and drawings of so much of the works proposed to be executed at the points of crossing, in accordance with the provisions of this Act, as affect the before-mentioned mains, with specifications in writing describing the proposed manner of executing the same works respectively, and shall have obtained from the principal engineer of the waterworks company a certificate under his hand approving of such plans, specifications, and proposed manner of executing the said works, and the same shall be executed accordingly under the superintendence and to the reasonable satisfaction of such principal engineer, and in no other manner without the consent in writing of the waterworks company under their common seal: Provided always, that such engineer shall within fourteen days next after the delivery of such respective plans and specifications signify his approval or disapproval thereof, and if disapproval, the matter in question shall in such case be referred to and settled by arbitration in manner herein-after mentioned: Provided also, that if such engineer shall not within twenty-one days next after the delivery of such respective plans and specifications signify his approval or disapproval thereof in writing as herein-before required, he 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:

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(2.) In case of disagreement between such engineer and the engineer of the Company as to such works, or any of them, or in case of disagreement as to any other works required to be done by the Company for the protection of the said main, pipes, and works of the waterworks company, or as to the amount of costs and expenses or compensation to be paid to the waterworks company under the preceding provisions, or any other difference under this section, the same shall be settled as a competent engineer, to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers, shall direct or determine :

(3.) If any interruption whatever in the supply of water by the waterworks company shall be in any way occasioned by the Company, or by the acts, neglect, or default of any of its contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them (other than such interruption, if any, as shall be requisite for the due execution of the works by these provisions authorised, and for which payment and compensation is to be made as herein-before provided), 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 twenty pounds for every hour during which 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 expenses of all repairs or renewals of the said mains of the waterworks company, or either of them, and of all the pipes and 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, shall be borne and paid by the Company, and may be recovered against them by the waterworks company in manner aforesaid :

(4.) 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.

Owners may
be required
to sell parts

13. And whereas in the exercise by the Company of the powers of this Act it may happen that portions only of the properties

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numbered on the deposited plans 18 and 51 in the parish of Sutton Coldfield will be sufficient for the purposes of the Company, and that such portions may be severed from the remainder of the said properties without material detriment thereto :

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 only of cer-
 tain lands
 and build-
 ings.

Therefore, notwithstanding section 92 of the Lands Clauses Consolidation Act, 1845, the owners of and persons interested in the said properties respectively whereof parts only are required for the purposes of the Company may, if such portions can in the judgment of the jury, arbitrator, or other authority assessing or determining the compensation under that Act be severed from the remainder of the said properties without material detriment thereto, be required to sell and convey to the Company the portions only of the properties so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof, or other parties interested therein, by severance or otherwise : Provided always, that this section shall have no effect in the event of the Company deviating the centre line of railway to the north-westward of the centre line shown on the deposited plans between the roads numbered on the said plans 8 and 56 in the said parish of Sutton Coldfield.

14. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Notice to be
 given of
 taking
 houses of
 labouring
 classes.

15. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person otherwise agree) procure sufficient accommodation elsewhere for such person : Provided always, that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice. The Company may, for the purpose of providing such accommodation, appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase lands by agreement, and may on any such lands erect labouring-

Company to
 procure
 accommoda-
 tion for per-
 sons of the
 labouring
 classes to be
 displaced.

[Ch. x.] *London and North-western Railway [43 & 44 Vict.]
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A.D. 1880. class dwellings, and may let or otherwise dispose of such lands and dwellings.

Power to
grant ease-
ments, &c.

16. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands, may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege (not being an easement of water), required for the purposes of this Act, in, over, or affecting lands, and the provisions of the said Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and apply to such grants, easements, rights, and privileges as aforesaid respectively.

Period for
compulsory
purchase of
lands.

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

Period for
completion
of railway.

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

Penalty if
railway not
opened
within pre-
scribed time.

19. If the Company fail within the period limited by this Act to complete the railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway:

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act, 1854:

17 & 18 Vict.
c. 31.

Every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Chancery Division of the High Court of Justice, in the bank and to the credit named in such warrant or order, and shall not be paid thereout except as herein-after provided:

But no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening

the railway by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control. A.D. 1880.

20. Every sum of money so recovered by way of penalty as aforesaid 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 conferred upon the Company by this Act of taking property for the purposes of the railway, 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 Chancery Division of the High Court of Justice may seem fit: Provision for application of penalty.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the said Chancery Division, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

21. The quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed five acres. Land for extraordinary purposes.

22. The Company may apply to the purposes of this Act any of the moneys which they now have in their hands or which they have power to raise by shares, stock, debenture stock, or mortgage by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable. Power to apply corporate funds to purposes of Act.

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Provision as
to general
Railway
Acts.

23. Nothing in this Act contained shall exempt the Company or their railways 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 to be taken by the Company.

Costs of Act.

24. 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.

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