



CHAPTER clxxxii.

An Act to confer further powers on the Halesowen Railway Company; and for other purposes. [26th August 1880.] A.D. 1880.

WHEREAS by the West Midland Railway Act, 1862, the West Midland Railway Company were authorised to make and maintain a certain branch line of railway commencing in the parish of Netherton, near Dudley, in the county of Worcester, and terminating in the parish of Halesowen, in the same county: 25 & 26 Vict. c. lxxxi.

And whereas by the Great Western Railway (West Midland Amalgamation) Act, 1863, the West Midland Railway Company was amalgamated with the Great Western Railway Company, and the powers for the construction of the then authorised Netherton and Halesowen Branch Railway (which had not been commenced) were thereby transferred to the Great Western Railway Company: 26 & 27 Vict. c. cxiii.

And 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 subsequent acquired name, are referred to in this Act as "the Company") were incorporated and authorised to make and maintain with all proper works, stations, and conveniences certain railways in the county of Worcester, being (inter alia): 28 & 29 Vict. c. cccxxiii.

First. A railway commencing in the parish of King's Norton by a junction with the Birmingham and Gloucester division of the Midland Railway, and terminating in the township of The Hill and parish of Halesowen;

Second. A railway entirely situate in the township of The Hill and parish of Halesowen, commencing at the point where the said first described railway ceased, and terminating by a junction with the authorised Netherton and Halesowen branch of the West Midland Railway:

And whereas by section thirty-seven of the Act of 1865 certain heads of agreement contained in and forming the First Schedule to that Act, and made between the Company and the Midland

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Railway Company (herein-after called "the Midland Company") and the Great Western Railway Company (herein-after called "the Great Western Company"), were confirmed and made binding on the said companies respectively :

And whereas by clause one of such heads of agreement the Company agreed at their own expense to make and maintain the railway, stations, buildings, and works by the Act of 1865 firstly and secondly authorised (which railways were therein-after referred to as the Halesowen line), including a terminal station at Halesowen, with the necessary conveniences thereto, and proper sidings at the junction with the Midland Railway for the convenient interchange of traffic in passengers and goods, to the satisfaction of the respective engineers of the three companies, or, in case of their difference, to the satisfaction of an engineer to be, on the application of the three companies or any two or one of them, appointed by the Board of Trade :

By clause two it was agreed that from and after the time when the railways were so completed and authorised to be opened for public traffic, the Midland Company and the Great Western Company at all times at their own joint expense and risk should maintain, manage, man, stock, work, and use the Halesowen line and works, and should work and use the same and the traffic thereon so as properly to develop and accommodate not only the through traffic but also the local traffic of the district to be served by that line ; and that each of the two last-mentioned companies should at all times have separately the full power of running over and using the Halesowen line, and the stations and conveniences connected therewith, with engines, carriages, waggon, and otherwise for all purposes of traffic :

By clause seven that the gross receipts for through traffic should be calculated and divided between the three companies in such manner and in such proportions as therein respectively specified :

By clause eight that each of them the Midland Company and the Great Western Company should allow the Company a proportionate addition by way of rebate as therein specified :

By clause eighteen that all differences between the three companies or any two of them, and all questions as to the carrying into effect of the provisions of that arrangement, should be determined by arbitration under the Railway Companies Arbitration Act, 1859, by a single arbitrator, to be, if not agreed upon, appointed by the Board of Trade with ample powers :

22 & 23 Vict.
c. 59.

And by clause nineteen that a formal agreement for carrying those heads into effect should be prepared and executed by the three companies, and should be binding on all of them :

[43 & 44 VICT.] *Halesowen Railway Act*, 1880. [Ch. clxxxii.]

And whereas by the Halesowen and Bromsgrove Branch Railways Act, 1866 (herein-after called "the Act of 1866"), the Company were authorised to raise additional share-capital to the extent of forty-eight thousand pounds, and to borrow a further sum not exceeding sixteen thousand pounds, and to make and maintain certain other railways which by that Act were declared to be part of the Halesowen line, as if authorised by the Act of 1865 :

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29 & 30 Vict.
c. cccxvii.

And whereas by the Halesowen and Bromsgrove Branch Railways Act, 1870 (herein-after called "the Act of 1870"), the Company were authorised to abandon the railway secondly described in the Act of 1866, and the additional capital of the Company authorised by the Act of 1866 was accordingly reduced from forty-eight thousand pounds to twenty-seven thousand pounds, and the powers of borrowing under that Act were reduced from sixteen thousand pounds to nine thousand pounds, and the periods for the compulsory purchase of certain lands by the Company and for the construction of works were extended as in that Act mentioned :

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 Company and the Great Western Company respectively for giving effect to the said heads of agreement scheduled to the Act of 1865 :

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 divert certain portions of their authorised railways, but nevertheless no alteration was made in the authorised termination of the said railway at Halesowen, by a junction with the said Netherton and Halesowen Railway authorised by the West Midland Railway Act, 1862, the construction of which had not then been commenced :

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 Company were authorised to raise additional share-capital to the extent of forty-five thousand pounds and to borrow a further sum not exceeding fifteen thousand pounds, and the powers of the Company for the compulsory purchase of lands were further extended :

39 & 40 Vict.
c. cxxxi.

And whereas the Great Western Company did not, in constructing the said Netherton and Halesowen Railway at or near Halesowen, adhere to the line or course delineated on the plans deposited in respect of the West Midland Railway Act, 1862, but availed themselves of their powers of lateral deviation, and in consequence thereof the Company were unable to effect a junction therewith and construct their railway as a through line of railway as authorised by the Act of 1865 :

[Ch. clxxxii.] *Halesowen Railway Act, 1880.* [43 & 44 VICT.]

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And whereas in consequence thereof, and in order to effect a junction with the line of the Great Western Company, and enable that Company and the Midland Company to fulfil their obligations under the said agreement, the Company were compelled to alter the course of their line as it approached the town of Halesowen and the line and station of the Great Western Company, and to construct it through land over which they had not compulsory powers, so as to form a junction with the railway of the Great Western Company in their Halesowen station, in accordance with a plan of such junction approved by them, and such alteration or deviation in the course of the said line was sanctioned by the Halesowen Railway Act, 1879 :

42 & 43 Vict.
c. cxxvi.

And whereas the Great Western Company have intimated that they were willing that their terminal station at Halesowen should be used by the Company and the Midland Company instead of the independent station contemplated by the Act of 1865 :

And whereas by the Halesowen Railway Act, 1879 (herein-after called "the Act of 1879"), it was among other things provided that, if so agreed between the Company and the Great Western Company, the Company should at their own cost construct a junction with the line of the Great Western 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 should effect such a junction, the same should 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 Company, and that the costs incurred in making the necessary alterations in the said station and line to enable the junction to be effected should, before the junction was opened for traffic, be repaid by the Company to the Great Western Company :

26 & 27 Vict.
c. 92.

And it was by the Act of 1879 further provided that, in case the Company and the other companies parties to the heads of agreement scheduled to the Act of 1865, and to the agreement of the thirtieth day of July one thousand eight hundred and seventy-two (which heads of agreement and agreement are herein-after together called "the recited agreements"), agreed for the accommodation of the traffic of the Company in the Great Western Company's station at Halesowen, and for the due performance at that station of the necessary services in respect of such traffic, the Company should not be required to construct a separate terminal station at Halesowen, but, in addition to the rent or consideration to be paid for the use of the Halesowen station of the Great Western Company, the Company should also pay to that Company the expense of any reasonable alterations of or additions to such

station, and the works or conveniences connected therewith, which might 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 : A.D. 1880.

And it was by the Act of 1879 further provided that the rent or consideration to be paid by the Company to the Great Western 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, should be retained by or paid to the Great Western Company in priority to the debenture interest to be paid out of the gross receipts arising from the working and use of the railway of the Company in pursuance of the recited agreements:

And it was by the said Act further provided, that the railway of the Company then in course of construction might be maintained by the Company in the lines and on the levels according to which the same had been or might be formed, and that such railway, when completed, and the junction to be constructed as aforesaid, should 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 :

And whereas no agreement has hitherto been made between the Companies parties to the recited agreements for the accommodation of the traffic of the Company in the station of the Great Western Company at Halesowen, and for the due performance at that station of the necessary services in respect of such traffic, as contemplated by the Act of 1879, and in the absence of such agreement, and to secure the proper working of the Company's railway, it is expedient that the further provisions in this Act contained should be made :

And whereas it is expedient that the Company should be authorised to acquire additional lands, and that further money powers should be conferred upon them :

And whereas plans of the additional lands which may be taken for the purposes or under the powers of this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of such lands, were duly deposited with the clerk of the peace for the county of Worcester, and are herein-after referred to as the deposited plans 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

[Ch. clxxxii.] *Halesowen Railway Act*, 1880. [43 & 44 VICT.]

A.D. 1880. 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, 1880.

Interpretation of terms. 2. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction.

The expression "the recited Acts" means and includes the Act of 1865, the Act of 1866, the Act of 1870, the Act of 1873, the Act of 1876, and the Act of 1879:

The expression "the recited agreements" means the heads of agreement 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:

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.

Incorporation of general Acts. 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18. 8 & 9 Vict. c. 20. 8 & 9 Vict. c. 16. 3. 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, herein-after referred to as "the Lands Clauses Acts";

The Railways Clauses Consolidation Act, 1845, and Part I. (relating to construction of a railway) of the Railways Clauses Act, 1863;

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (namely,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money upon mortgage or bond;

The conversion of borrowed money into capital;

The consolidation of shares into stock;

The general meetings of the Company;

The making of dividends;

The giving of notices;

[43 & 44 VICT.] *Halesowen Railway Act*, 1880. [Ch. clxxxii.]

The provision to be made for affording access to the special Act by all parties interested; A.D. 1880.

Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863. 26 & 27 Vict. c. 118.

4. The Company shall, at their own cost, construct a junction with the line of the Great Western Company at or near the Halesowen Station of that Company in the manner shown on the plan marked A and signed by George Otto Trevelyan, the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred, such junction to be in all respects subject to the provisions of Part I. of the Railways Clauses Act, 1863, and to be formed and completed to the reasonable satisfaction of the engineer for the time being of the Great Western Company. Any difference with respect thereto to be determined by an engineer to be appointed by the Board of Trade, and the Company shall pay to the Great Western Company before the said junction is opened for traffic the costs incurred or to be incurred by that Company in making the necessary alterations in the said station and line to enable the junction to be effected. Any question arising as to the nature of such alterations and the cost thereof in like manner in case of difference to be determined in manner aforesaid. Junction with Great Western Railway near Halesowen Station.

5. Subject to the provisions of this Act the Company may, for the purposes of stations, sidings, roads, approaches, and other accommodation in connexion with their undertaking, enter upon, take, hold, and use the whole or any part or parts of the lands and all or any of the buildings shown on the deposited plans and described in the deposited books of reference; (that is to say,) Lands for station or siding accommodation, &c.

(A.) Certain lands and property in the townships of The Hill, Lappal, and Hunnington, or one of them, in the parish of Halesowen, and county of Worcester, extending northward from the public road called Manor Lane along both sides of the River Stour and along the east side of the pool belonging or reputed to belong to Messieurs Rose Brothers, and west side of the Birmingham Canal to the public road known as the Birmingham and Halesowen turnpike road, including a portion of the said pool and river and an easement for carrying their railway under the last-mentioned road so that the level of the road be not altered:

(B.) Certain lands, buildings, and other property in the said townships of The Hill, Lappal, and Hunnington, or one of them, in the parish of Halesowen, situate on the north side of and abutting upon the said road known as the Birmingham

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and Halesowen turnpike road, and on the east side of and adjoining the Great Western Railway and Station at Halesowen, and numbered on the deposited plans 91, 91A, 92, 92A, 93, 94, and 95 in the said parish of Halesowen: Provided that no more of such last-mentioned land shall be taken than is necessary for the construction of the said junction and other works for completing a connexion between the railway of the Company and the railway of the Great Western Company:

(c.) Certain lands and buildings in the parish of Kings Norton, in the county of Worcester, abutting upon both sides of and parallel to the Birmingham and Bristol Line of the Midland Railway Company, and extending for a short distance north-eastward and also south-westward of the point where the Halesowen Railway joins the said line, including an easement under any roads or highways intersecting the said lands:

(d.) Certain lands in the said parish of Kings Norton situated on both sides of and abutting upon the Halesowen Railway, and extending from the junction thereof with the said Birmingham and Bristol Line to the bridge carrying the public road from Bromsgrove to Birmingham over the Halesowen Railway:

(e.) A strip of land abutting upon each side of the road or lane in the said townships of the Hill, Lappal, and Hunnington, or one of them, in the parish of Halesowen, known as "Narrow Lane" or "Cock Lane," connecting the Dudley and Bromsgrove public (late turnpike) road with the public road leading from Halesowen past Hunnington Village to Bromsgrove, with power to acquire, widen, and improve the said lane.

Period for compulsory purchase of lands.

6. 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.

Power to take easements, &c. by agreement.

7. Persons empowered by the Lands Clauses Acts to sell and convey or release lands, may, if they think fit, subject to the provisions of those Acts and of this Act, grant to the Company any easement, right, or privilege required for the purposes of this Act in, over, or affecting lands, and the provisions of the Lands Clauses Act with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants, easements, rights, and privileges as aforesaid respectively.

Great Western Halesowen Station to be used instead of a separate station.

8. In lieu of the Company constructing a terminal station of their own at Halesowen, as provided by the recited agreement of the thirtieth July one thousand eight hundred and seventy-two, the Great Western Company shall afford proper accommodation for the traffic of the Company or of the Midland Company when using

[43 & 44 VICT.] *Halesowen Railway Act*, 1880. [Ch. clxxxii.]

the railway of the Company in the Halesowen Station of the Great Western Company, so that such station, except as otherwise provided by this Act, may be and become for all purposes the terminal station for the traffic of the Company or of the Midland Company when using the railway of the Company, as if such station was the terminal station provided for in the said agreement, and the said agreement and this Act shall be read and have effect accordingly. A.D. 1880.

9. The Company shall pay to the Great Western Company before the opening of the junction for traffic the costs incurred or to be incurred by the Great Western Company in constructing an additional office if required, and all such other alterations and additions, signal arrangements, platforms, sidings, and other works as may in the opinion of the engineer of the Great Western Company be necessary, consequent upon the user of the Great Western Company's Halesowen Station for such traffic as aforesaid. If any further works or conveniences are required at the said station after the opening of the said junction, the same shall be constructed and provided at the cost of the Company, but if the Company are unable to provide the capital required for such purpose, the same shall be advanced by the Great Western Company and the Midland Company in equal moieties, and until it is repaid the Company shall pay interest thereon at the rate of five pounds per centum per annum, which may be deducted from any amounts payable to the Company under the recited agreement of the thirtieth day of July one thousand eight hundred and seventy-two, after payment of interest on the existing debenture stock of the Company and on the mortgages or debenture stock authorised by this Act. All such works as aforesaid shall be constructed under the superintendence and to the satisfaction of the engineer of the Great Western Company, and also of the inspecting officer of the Board of Trade, and any difference arising between the Company and the Great Western Company with respect to any matters to which this section relates shall be settled in case of difference by an arbitrator to be appointed by the Board of Trade. Provision for cost of additions to and alterations of the Halesowen Station.

10. The Company shall pay to the Great Western Company by way of rent for the right to use such station the sum of two hundred and fifty pounds per annum. Rent for use of Halesowen Station.

11. The Midland Company shall be entitled to place a booking clerk and goods agent, and also an officer in the nature of a coaching agent in the said Halesowen Station, and the Great Western Company shall provide porters and other staff for conducting the traffic passing to and from the Halesowen line. All the staff in the station shall be under the exclusive control and Conduct of and facilities for traffic to and from Halesowen Railway.

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management of the Great Western Company. The Great Western Company shall afford all proper, reasonable, and necessary facilities to, and conduct such traffic in all respects as fully as if it were their own proper traffic: Provided that in the event of the Great Western Company failing so to conduct such traffic, or to afford such facilities, the Great Western Company shall from time to time on complaint thereof to an arbitrator to be appointed by the Board of Trade on the application of the Midland Company, afford thereafter such additional facilities for the traffic of the Midland Company as the said arbitrator shall determine to be proper, reasonable, and necessary within the meaning of this enactment, and the Great Western Company shall likewise pay to the Company or the Midland Company, by way of penalty on such default, such a sum or sums of money as the said arbitrator may award and determine.

Midland Company to pay proportion of expense of maintenance and working of Halesowen Station.

12. The Midland Company to pay such a proportion of the maintenance of the said station and of the working and other expenses thereof as may be from time to time agreed upon between that Company and the Great Western Company, or as in default of agreement may be settled by an arbitrator to be appointed by the Board of Trade.

Priority of rent of Halesowen Station:

13. The rent to be paid by the Company to the Great Western Company for the user of the Halesowen Station, amounting to the sum of two hundred and fifty pounds per annum, shall, in accordance with the provisions of section five of the Halesowen Railway Act, 1879, be retained by or paid to the Great Western 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.

Power to use portion of Great Western Railway at Halesowen.

14. Subject to the provisions of this Act, the Company and the Midland Company when using the railway of the Company may run over and use so much of the railway of the Great Western Company as shall be situated between the junction therewith of the railway of the Company and the Halesowen Station of the Great Western Company, including that station and all buildings, conveniences, and accommodations connected with such station.

During exercise of running powers railways to be deemed continuous.

15. During the exercise by the Company or any company or person lawfully using the railway of the Company of the powers by this Act conferred upon them of using the said portion of the railway and station of the Great Western Company, that portion of railway and the railway of the Company shall for the purposes of short-distance tolls and charges be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the one railway and partly on the other railway

for a less distance than three miles, tolls and charges may only be charged as for three miles; and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond three miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the one railway and partly on the other railway.

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16. The Company and any company or persons lawfully using the railway of the Company in using or traversing the said portion of the railway and station of the Great Western Company in accordance with the provisions herein-before contained, shall at all times observe the regulations and byelaws for the time being in force on the same, so far as those byelaws are applicable to the Company or persons exercising such powers. In the event of difference between the Company and the Great Western Company as to the reasonableness of any such regulation or byelaw, such difference shall from time to time be determined by an arbitrator to be appointed as by this Act before provided.

Byelaws to be observed by the Company.

17. All disputes and differences between the Company, the Great Western Company, and the Midland Company, or any two of them, and all questions as to the carrying into effect of the provisions of this Act, the settlement of which is not otherwise provided for, shall, unless the companies respectively agree upon some other method, be determined in manner provided by article eighteen of the recited agreement of the thirtieth day of July one thousand eight hundred and seventy-two.

Disputes how to be settled.

18. Nothing in this Act contained shall authorise or empower the Company to take or interfere with the roads belonging to the board of surveyors of highways of the parish of Kings Norton, or to take or interfere with any bridges carrying such roads over any stream or railway, without the consent in writing of the said highway board, but such consent shall not be unreasonably withheld, and if any difference shall arise between the Company and the said board with reference to the subject-matter of this clause, the same may be referred on the application of either party to an arbitrator to be appointed by the Board of Trade, and all costs and expenses of and incident to such reference and arbitration shall be borne by the Company.

Clause for the protection of the Kings Norton highway.

19. The Company shall purchase and pay for all lands of the Right Honourable Charles George Lord Lyttelton in the fields numbered 60, 61, 90, 96, 97, and 98 respectively, in the parish of

Limitation of period for purchase of Lord Lyttelton's land.

A.D. 1880. — Halesowen, on the deposited plans, which they may require for the purposes of this Act within twelve calendar months from the passing of this Act, and in case of default in their so doing all the powers of the Company as to those lands shall at the expiration of that period cease and determine.

Company
to make and
fence a road
in parish of
Halesowen.

20. The Company shall previously to the opening of their line of railway, or any part thereof, construct on the eastern side of their railway and adjacent thereto in the parish of Halesowen a road thirty feet in width and three hundred and fifty yards in length, commencing on the south side of the Birmingham and Halesowen turnpike road in the field numbered 61, in the parish of Halesowen, on the deposited plans, passing through the fields numbered 60 and 59 in that parish, and terminating in the field numbered 55 in that parish, on the said plans, and according to a section, with inclinations not exceeding one in twenty, to be approved of in writing by Lord Lyttelton, his heirs or assigns, and shall put up a close fence along the western side of the said road adjoining the railway of such description as shall be agreed upon between Lord Lyttelton and the Company's engineer, or an umpire in case of difference. The road referred to in this section shall be formed to the reasonable satisfaction of Lord Lyttelton, his heirs or assigns, but the Company shall not be required to metal the said road, nor to put up a fence on the eastern side thereof.

Protection
of Ferdin-
ando
Dudley Lea
Smith.

21. For the protection of Ferdinando Dudley Lea Smith and other the owner for the time being of the Grange estate at Halesowen (herein-after in this section called "the said owner") the following provisions shall have effect; (that is to say,)

1. The Company shall not take any portion of the lands shown upon a plan signed by George Otto Trevelyan, the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred, as relative hereto (herein-after called "the signed plan"), and respectively numbered thereon and on the deposited plans 42 and 86, other than so much thereof as is distinguished on the signed plan by a pink colour, and they shall as far as possible avoid cutting down trees on any portion of the land numbered 42 which may be taken as aforesaid:
2. The said owner may from time to time enter upon the slopes of the railway nearest to the Grange House and constructed through the lands respectively numbered on the deposited plans 38, 40, and 42, and plant the same with Scotch firs or other ornamental trees, as he may think fit, and may from time to time thin, lop, prune, and replant such trees, so that he do not thereby interfere with the line

of railway, or with the traffic thereon, and subject thereto the Company shall permit the trees to grow uninterruptedly, and the trees shall remain the property of the said owner: A.D. 1880.

3. In addition to all other compensation or purchase money the Company shall pay to the said owner before entering upon or interfering with any land belonging to him the sum of one hundred and fifty pounds towards the cost of planting or providing an effectual screen between the land taken by the Company and the Grange House:
4. Any portion of the land numbered 42 as aforesaid which may be taken by the Company shall be used by the Company for the purpose of sidings only, and no shed, cattle-pen, or wharf, or any building or erection of any description other than buffer stops shall at any time be erected or placed thereon by the Company:
5. The said owner shall in addition to all other compensation or purchase money payable to him be fully compensated by the Company for all damage that may be occasioned by the Company either by interference with view, noise, or otherwise, or by the erection, placing, or user of any shed, building, or work of any description on the lands respectively numbered 45 and 48 on the signed plan and the deposited plans, or any adjoining or neighbouring lands:
6. The portion of the land numbered 86 as aforesaid which may be taken as aforesaid shall be used by the Company solely for the purpose of widening and improving the existing road lying between that land and the land numbered 87 on the signed plan and the deposited plans, and the road when widened shall throughout its entire length be at least thirty-six feet in width, including two footpaths each not less than six feet in width, and the south side of the road shall be properly fenced to the reasonable satisfaction of Mr. Benjamin Wooldridge, of Stourbridge, in the county of Worcester, land agent, or other the agent for the time being of the said owner, and such fence shall belong to the said owner, who shall have the right of building up to the frontage of the road:
7. The compensation or purchase money to be paid for the land to be taken by the Company from the said owner for the purposes of this Act, and for severance and otherwise with reference thereto, shall be assessed and paid to the said owner before any land belonging to him is taken or interfered with by the Company, and subject to the provisions herein-before contained, all other compensation shall be

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from time to time assessed and paid if and when the right of the said owner to compensation arises ;

8. Except as aforesaid the Company shall not enter upon, take, or use without the previous consent in writing of the said owner any land belonging to him.

Saving
rights of
Midland
Railway
Company.

22. Nothing in this Act contained shall authorise the Company to enter upon, take, or use any of the lands or works of the Midland Company, other than so far as may be necessary for the construction of the junction authorised by the Act of 1865, without the consent in writing of that Company under their common seal.

Power to
apply funds.

23. The Company may apply for 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, debenture stock, or mortgage, and which may not be required for the purposes to which they are by the recited Acts made specially applicable.

Power to
raise addi-
tional
capital.

24. The Company may, subject to the provisions of Part II. of the Companies Clauses Act, 1863, raise any additional capital not exceeding in the whole twenty-one thousand pounds by the issue at their option of new ordinary shares or stock, or new preference shares or stock, or wholly or partially by any one or more of those modes, but the Company shall not issue any share of less nominal value than ten pounds, nor shall any share vest in the person or corporation 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.

New shares
or stock to
be subject
to the same
incidents
as other
shares or
stock.

25. Unless otherwise expressly provided, the capital in new shares or stock created by the Company under this Act, and the new shares or stock therein, and the holders thereof respectively, shall be subject and entitled to the same powers, provisions, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description, and the new shares or stock were shares or stock in that capital.

Power to
borrow on
mortgage.

26. The Company may, in respect of the additional capital of twenty-one thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole seven thousand pounds, but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted, and one half of such capital 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 shares for the whole of such capital have been issued and

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accepted, and that one half of such capital 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 until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also; so far as the said additional capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, and 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 certificate shall be sufficient evidence thereof.

27. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages and bonds, and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted, have priority over any mortgages granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Existing mortgages to have priority.

28. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise money by borrowing for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal, or principal and interest, shall be and the same is hereby repealed, but without prejudice to any appointment which may have been made, or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

Repeal of provisions of former Acts with respect to appointment of a receiver.

29. The mortgagees 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 seven thousand pounds in the whole.

Appointment of a receiver.

30. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863;

Power to create debenture stock.

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but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Saving for
rent of
Halesowen
Station.

31. Nothing in this Act contained shall alter or disturb the priority of or conditions attached to or declared concerning the rent for the use of the Halesowen Station of the Great Western Company by section five of the Act of 1879, if and when such rent shall become or so long as it shall continue payable.

Interest not
to be paid
on calls
paid up.

32. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall 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.

Deposits
for future
Bills not to
be paid out
of capital.

33. 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.

Provision as
to general
railway
Acts.

34. Nothing in this Act contained shall exempt the Company or 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.

Expenses of
Act.

35. 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.