



ANNO NONO & DECIMO

# VICTORIÆ REGINÆ.

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## *Cap. ccclix.*

An Act for making a Railway from the *London and Birmingham* Railway to or near to *Navigation Street* within the Borough of *Birmingham*.

[7th August 1846.]

**W**HEREAS an Act was passed in the Third Year of the Reign of His Majesty King *William* the Fourth, intituled *An Act for making a Railway from London to Birmingham*: 3 & 4 W. 4. c. 36.  
And whereas another Act was passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to enable the London and Birmingham Railway Company to extend and alter the Line of their Railway, and for other Purposes relating thereto*: And whereas another Act was passed in the First Year of Her present Majesty, intituled *An Act to amend the Acts relating to the London and Birmingham Railway*: And whereas another Act was passed in the Second Year of Her present Majesty, intituled *An Act to enable the London and Birmingham Railway Company to raise a further Sum of Money*: And whereas in consequence of the increasing Trade of the said Company it has become necessary  
[Local.] 72 O for

Extending  
Provisions of  
London and  
Birmingham  
Railway Acts  
to this Act.

for the greater Accommodation of the Public that the said Railway and Works should be extended to a more central Point within the Borough of *Birmingham* in the County of *Warwick*: And whereas an Act was passed during the last Session of Parliament for consolidating in One Act certain Provisions usually inserted in Acts authorizing the taking of Lands for Undertakings of a public Nature, called "The Lands Clauses Consolidation Act, 1845:" 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, That all the Provisions of the several Acts relating to the *London and Birmingham* Railway, so far as the same are or may be applicable and are now in force, and except such of them as are by this Act repealed, altered, or otherwise provided for, or as may be inconsistent with the Provisions of the said "Lands Clauses Consolidation Act, 1845," shall extend to this Act, and to the several Purposes thereof, and to the several Matters and Things hereby authorized to be done, as fully and effectually as if the said Provisions were re-enacted in this Act in reference to such Purposes, Matters, and Things; and the said Acts and this Act shall be construed and read together as forming One Act.

8 & 9 Vict.  
c. 18. to be  
construed  
with this Act.

II. And be it enacted, That the Provisions of the said Lands Clauses Consolidation Act, 1845, shall, so far as the same are applicable, and are not modified by this Act, or inconsistent with the Provisions thereof, be held to apply to the Purchase of Lands and Buildings for the Purposes of the Works by this Act authorized to be made, and shall be read and construed as forming Part of this Act.

Formation of  
Railway.

III. And be it enacted, That, subject to the Provisions of this Act and of the said recited Acts as extended to this Act, it shall be lawful for the said *London and Birmingham* Railway Company to make and maintain a Railway, with all proper Works and Conveniences connected therewith, from the present Line of the *London and Birmingham* Railway in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick* to or near a certain Street called *Navigation Street* in the Borough of *Birmingham*.

Railway to  
be made  
according to  
deposited  
Plan.

IV. And whereas a Plan and Section showing the Line and Level of the said proposed Railway from the said *London and Birmingham* Railway to or near *Navigation Street* in the said Borough of *Birmingham*, together with a Book of Reference to the said Plan containing the Names of the reputed Owners and Lessees and of the Occupiers of the Lands which may be required to be taken for the Purposes aforesaid, have been deposited with the Clerk of the Peace of the County of *Warwick*; be it therefore enacted, That it shall be lawful for the said Company to make and maintain such last-mentioned Branch Railway to the Extent shown on the said Plan deposited as aforesaid, and to construct all proper Works, Stations, Approaches to Stations, and Conveniences connected with such Branch Railway upon



upon the Lands delineated on the said Plan and referred to in the said Book of Reference deposited as aforesaid, and to enter upon, take, and use such of the said Lands as may be requisite for such Purpose.

V. And be it enacted, That 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. Compulsory Purchase of Lands limited.

VI. And be it enacted, That the maximum Rate of Charge to be made by the Company along the *London and Birmingham* Railway, and which they shall be entitled to charge upon the Railway hereby authorized, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expence incidental to such Conveyance as aforesaid, except Government Duty, shall not exceed the following Sums; that is to say, Maximum Rates of Charges for Passengers.

For every Passenger conveyed in or by any Express Train, the Sum of Two-pence Halfpenny *per* Mile:

For every Passenger conveyed in a First-class Carriage by any other Train, the Sum of Two-pence *per* Mile:

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of One Penny Halfpenny *per* Mile:

For every Passenger conveyed in a Third-class Carriage by any such other Train, the Sum of One Penny *per* Mile.

And with respect to the Conveyance of Goods the maximum Rates of Charge to be made by the Company for the Conveyance thereof along the *London and Birmingham* Railway, and the Railway hereby authorized, including the Tolls for the Use of the Railway, and Waggon or Trucks, and locomotive Power, and every Expence incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums; that is to say, For Cattle, Goods, &c.

For every Horse, Mule, or other Beast of Draught or Burden, Three-pence *per* Mile:

For horned Cattle, the Sum of Two-pence *per* Head *per* Mile:

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

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

For every Carriage, Four-pence *per* Mile:

For all Coal, Cannel, Culm, Coke, and Cinders conveyed any Distance not exceeding Fifty Miles, the Sum of One Penny and One Eighth *per* Ton *per* Mile; and if conveyed for any Distance exceeding Fifty Miles, Seven Eighths of a Penny *per* Ton *per* Mile for the whole Distance travelled:

For all Slack conveyed any Distance not exceeding Fifty Miles, One Penny *per* Ton *per* Mile; and if conveyed any Distance exceeding



exceeding Fifty Miles, Seven Eighths of a Penny *per Ton per Mile* for the whole Distance travelled :

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Stone for building, pitching, and paving, all Brick, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, the Sum of One Penny Halfpenny *per Ton per Mile* if conveyed for a Distance not exceeding Fifteen Miles ; and the Sum of One Penny and One Eighth *per Ton per Mile* if conveyed a Distance exceeding Fifteen Miles :

For Iron not damageable, One Penny *per Ton per Mile* if conveyed for a Distance of Fifty Miles or upwards ; but if for any less Distance than Fifty Miles, One Penny Farthing *per Ton per Mile* :

For damageable Iron, Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, Three Halfpence *per Ton per Mile* if conveyed for a Distance of Fifty Miles or upwards ; but if for any less Distance than Fifty Miles, Two-pence *per Ton per Mile* :

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, *Manchester* Packs, Earthenware, Timbers, Staves, Deals, Metals, Hardware in Packages or Cases, Nails, Anvils, Vices, and Chains, the Sum of Two-pence Halfpenny *per Ton per Mile* if conveyed for a less Distance than Fifty Miles ; and the Sum of Two-pence *per Ton per Mile* if conveyed Fifty Miles or upwards :

For Cotton and other Wools and manufactured Goods, the Sum of Three-pence *per Ton per Mile* if conveyed a less Distance than Fifty Miles ; and the Sum of Two-pence Half-penny *per Ton per Mile* if conveyed a Distance of Fifty Miles or upwards :

For Fish, Feathers, Canes, Cochineal, Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, if conveyed for a less Distance than Fifty Miles, Three-pence Halfpenny *per Ton per Mile* ; and if conveyed for the Distance of Fifty Miles or upwards, the Sum of Three-pence *per Ton per Mile*.

Regulations  
as to maxi-  
mum Rates,  
&c.

And the following Regulations shall apply to such maximum Rates and Charges :

The Company shall be at liberty to fix a minimum Charge of Ten Shillings to be taken for each Carriage, and of Five Shillings for every Horse, conveyed upon the Railway, notwithstanding the Charge for the Distance for which such Carriage or Horse respectively may be conveyed according to the Rates aforesaid may not amount to those Sums :

The Company shall not be compellable to provide Waggon or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders ; but where such Waggon or Carriages are not provided by the Company, a Deduction of One Eighth of a Penny *per Ton per Mile* shall be made from the above Rates of Carriage for as many Miles as the Company shall charge the said Rates ; but where any of the before-mentioned Articles, Matters, Per-  
sons,



sons, or Things shall be conveyed on the said Railways for a less Distance than Six Miles, the said Company are hereby empowered to demand and receive the aforesaid Charges, Rates, or Tolls (as the Case may be) for Six Miles; and that where any such Articles, Matters, or Things shall be carried a Distance exceeding Fifty Miles, the Company are hereby empowered to demand and receive Rates, Tolls, or Charges as for Fifty Miles at the least:

Where a Waggon for the Carriage of Cattle or Sheep shall be conveyed by One Party, the Charge for any such Waggon capable of containing Six Oxen or Twenty-five Sheep shall not exceed Sixpence *per* Mile:

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

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

VII. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; that is to say,

Tolls for small Parcels and Articles of great Weight.

For the Carriage of small Parcels, that is to say, any Parcels not exceeding Five hundred Pounds Weight, the Company may demand any Sum which they think fit; provided always, that such Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Terms shall apply only to single Parcels in separate Packages:

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

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

VIII. Provided always, and be it enacted, That nothing herein contained shall be held to prevent the said Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof by Passenger or other Train, or by reason of any other special Service performed by the said Company in relation thereto, and also any Sum by way of Pontage, Toll, or otherwise

Company may take increased Charges by Agreement.

otherwise which may be authorized by any Act of Parliament already passed or to be passed in the present Session of Parliament in consideration of the Construction of any Bridge or other important Work which, under or by virtue of any such other Act and this Act, or either of them, will or may hereafter devolve upon or belong to the Company hereby incorporated.

Passengers  
Luggage.

IX. And be it enacted, That every Passenger travelling upon the Railway in a First-class Carriage may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight, and every Passenger travelling in a Second-class Carriage may take with him his ordinary Luggage, not exceeding Sixty Pounds in Weight, and every Passenger travelling in a Third-class Carriage may take with him his ordinary Luggage, not exceeding Forty Pounds in Weight, without any Charge being made for the Carriage.

Power to  
raise Money  
on the Credit  
of the Under-  
taking.

X. And whereas the estimated Expence of the Works by this Act authorized is Three hundred and fifty thousand Pounds; be it enacted, That it shall be lawful for the said Company to raise for the Purposes of this Act on the Credit of their Undertaking, and the surplus Revenue arising thereon, any further Sum or Sums of Money in the whole not exceeding the Sum of Three hundred and fifty thousand Pounds.

Provisions of  
8 & 9 Vict.  
c.16. to apply  
to borrowed  
Money.

XI. And be it enacted, That all the Provisions of the "Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money by the Company, and to the Conversion of Money borrowed or authorized to be borrowed into Capital, shall be held applicable to the borrowing by the said Company of all or any of the Monies by this Act authorized to be raised by them, and to the Conversion thereof into Capital: Provided always, that it shall not be lawful for the said Company to borrow on Mortgage until the whole of their Capital shall have been subscribed or taken up, and Half thereof paid up, or any Sum or Sums of Money which, together with such Sums as may be due and owing by the said Company on Mortgage of their Undertaking, at the Time of the borrowing of such Sum or Sums of Money would amount to more than One Third of the said Capital of the Company in Shares or Stock.

Old Mort-  
gages, &c. to  
have Priority.

XII. Provided always, and be it enacted, That all Mortgages, Bonds, and other Securities created under the Powers of the said recited Acts or any of them shall during the Continuance thereof respectively have Priority over any Security to be granted under the Powers of this Act.

Power to  
purchase  
Lands for ex-  
traordinary  
Purposes.

XIII. And be it enacted, That, notwithstanding any thing in the said recited Acts to the contrary, it shall be lawful for the said Company to purchase from any Person who may be willing to sell the same any Lands adjoining or contiguous to their Railway, or to any of their Stations thereon, not exceeding Twenty Acres in Quantity,  
in



in addition to the Land now held by the said Company, or which they are authorized to purchase for all or any of the extraordinary Purposes mentioned in the said Railway Clauses Consolidation Act, 1845; and it shall be lawful for all Persons who are by the said Lands Clauses Consolidation Act allowed to sell Lands to contract for and to sell and dispose of Lands to the said Railway, not exceeding Twenty Acres, for the Purposes aforesaid.

XIV. And whereas it is proposed under the Powers of this Act to form a Station between *Worcester Street* and *Navigation Street* in the Borough of *Birmingham*, and a considerable Portion of a certain Street called *Peck Lane* now leading from *New Street* to *Dudley Street* will be required for that Purpose, and so much of the said Street called *Peck Lane* as lies between *New Street* and the Boundary of the said intended Station will, in the event of such Station being made, become useless as a public Thoroughfare; be it therefore enacted, That so much of the said Street called *Peck Lane* which extends from *New Street* down to the Boundary of the Land to be purchased for the said intended Station shall, from and after the said Company shall have taken possession of the Land for the said Station, be no longer used as a public Street, Road, or Thoroughfare, but the same shall be and is hereby declared to be vested in the Owners for the Time being of the Lands immediately adjoining the same on either Side in the Proportions in which their said Lands may so adjoin the same.

Part of Peck Lane to be vested in adjoining Land Owners.

XV. And be it enacted, That the said Station which shall be made between *Worcester Street* and *Navigation Street* aforesaid shall be entirely roofed or covered in, and shall be used only as a Station for the Arrival and Departure of Horses, Carriages, Passengers, and their Luggage, and also of small Parcels, and not for the Deposit, loading, or unloading of Goods, Wares, or Cattle of any Kind, except as above mentioned, and that no Locomotive Engine shall be brought within the said Station until the same shall be wanted to bring to or convey away from the said Station a Train or Railway Carriage, and shall not remain upon the said Station longer than shall be indispensably necessary for that Purpose.

The Station in New Street to be a Passenger Station only.

XVI. And be it enacted, That no Buildings or Works shall be erected or used between *Worcester Street* or *Navigation Street* aforesaid for making or repairing Locomotive Engines, Carriages, Apparatus, or Machinery, nor as a Manufactory of any Kind.

Restrictions as to Buildings for repairing Engines.

XVII. And be it enacted, That it shall not be lawful for the said Company to make the Entrance out of *New Street* to the said Station nearer to the Free Grammar School of King *Edward* the Sixth than is shown upon the said Plans which have been deposited as aforesaid, nor to take more Land to widen *King Street* for such Entrance than will be required for the Carriageway and Footpaths of the Width shown on the said Plans, without the Consent in Writing

As to the Entrance to the Railway out of New Street.



Writing of the Governors of the said Free Grammar School under their Common Seal first had and obtained.

Company to purchase Land in Peck Lane and Dudley Street.

XVIII. And be it enacted, That the said Company shall purchase the whole of a Piece of Land at the Corner of *Dudley Street* and *Peck Lane* which is held under a Lease from the Governors of the said Free Grammer School, and numbered 148 on the Plans deposited as aforesaid.

Company to make a Bridge or Viaduct over the Birmingham Canal in a prescribed Manner.

XIX. And whereas the said Railway hereby authorized to be constructed is intended to be carried over the 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 *Digbeth Branch*, by means of a Bridge or Viaduct at a Point near to the Station of the said Railway Company in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick*; be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to build in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham Canal Company*, a good and substantial Bridge or Viaduct over the said Canal, and the Towing Paths and other Works thereof, at the aforesaid Point where the said Railway is intended to be carried over the same Canal as shown upon the said Plans so deposited as aforesaid, or within such limited Deviation therefrom as is herein-after authorized; and the clear Opening or Span of the Arch of such Bridge or Viaduct 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 the Towing Path thereof; and such Bridge or Viaduct shall have close Fences, not less than Six Feet high above the Level of the Rails; and the Spring of the Arch or Socket 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 under Side of the middle of the Arch shall not be less than Ten Feet above the High-water Level of the said Canal.

Company to keep the said Bridge in repair.

XX. And be it enacted, That the said Railway Company shall at all Times for ever after the said Bridge or Viaduct shall have been completed keep the same and every future Bridge or Viaduct to be erected or made in lieu thereof (and which shall be at the same Place, in the like Direction, and of the like Dimensions, Capacity, and Materials, as are herein-before severally mentioned), together with all Works belonging to or connected therewith, in good and complete Repair; and in case of any Want of Repair to any such Bridge or Viaduct, or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of such Bridge or Viaduct, or any Part thereof respectively, or from any other Cause whatsoever, and Notice thereof being given by the said *Birmingham Canal Company* to the said Railway Company or their Clerk,



Clerk, then if the said Railway Company shall not, within the Space of Ten Days after such Notice, commence the Repairs, or, as the Case may require, the raising or rebuilding or Reconstruction of the said Bridge or Viaduct which shall be out of repair as aforesaid, 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, it shall be lawful for the said *Birmingham* Canal Company to make all such Repairs to any such Bridge or Viaduct, and raise or rebuild or reconstruct the same, or such Part thereof as shall be necessary, in such Manner as they may think proper; and all the Expences thereof shall be repaid by the said Railway Company to the said *Birmingham* Canal Company, upon demand; and in default of such Payment the said *Birmingham* Canal Company may sue for and recover such Expences as aforesaid against the said Railway Company by Action of Debt or on the Case in any of the Superior Courts: Provided always, that during the Progress of reconstructing any such Bridge or Viaduct, and at all future Times during any Repairs, raising or rebuilding or Reconstruction thereof, the Engineer for the Time being of the said *Birmingham* Canal Company, with the requisite Assistants and Workmen, shall have free Access to such Bridge or Viaduct, and full Permission to inspect the Workmanship and Materials thereof.

XXI. And be it enacted, That it shall not be lawful for the said Railway Company or any Person in execution of this Act to alter the Course of the said Canal, or to contract the Width of the same, or of the Towing Paths thereof, or of any Space reserved or intended as a Towing Path thereof, or to obstruct the Course or Supply of the Water in or to the said Canal, or in any Manner to impede the Navigation thereof or Access thereto, or to injure any of the Works thereof; nor shall the said Railway Company in the Erection or Construction of such Bridge or Viaduct, and without the Consent in Writing of the said *Birmingham* Canal Company under their Common Seal first had and obtained, make any lateral Deviation from the Line laid down on the said Plan deposited with the Clerk of the Peace for the County of *Warwick* to any greater Extent than Thirty Yards.

Company  
not to alter  
the Course  
or obstruct  
the Navi-  
gation of the  
*Birmingham*  
Canal.

XXII. And be it enacted, That if by or by reason or in execution of any of the Works by this Act authorized, or by reason of the bad Construction or by the State of Repair or sinking of any such Works, or by any Act or Omission of the said Railway Company, or any of their Agents or Servants, it shall happen that the said Canal or the Towing Paths thereof, or 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 impeded in their Passage along the said Canal, or shall not be able to pass freely along the same, then and in any such Case the said Railway Company shall pay to the said *Birmingham* Canal Company as or by way of ascer-

If Navigation  
obstructed  
the Company  
to make good  
the Damage.

[*Local.*]

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tained



Not to prevent Canal Company recovering Special Damages.

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

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

XXIII. Provided also, and be it enacted, That, except as hereby authorized, nothing in this Act contained shall extend to prejudice, diminish, or alter or take away any of the Rights, Privileges, Powers, or Authorities vested in the said *Birmingham* Canal Company in and by all or any of the several Acts of Parliament now in force relating to the said Canal, except as is expressly enacted by this present Act.

Protecting the Interests of the Commissioners of Streets within the Town of *Birmingham*.

XXIV. And in order that the public Streets and Roads in the Town of *Birmingham* may not be obstructed, and that the Drainage of such Town, and the due Supply of Water to the Inhabitants thereof, may not be prejudiced by the Works of the Company, and for such other Purposes as are herein-after provided for, be it enacted as follows; (that is to say,)

The said Railway shall not cross any of the public Streets or Roads in the Town of *Birmingham* on a Level, and that so much of the Railway Clauses Consolidation Act, 1845, as is consistent with the Provisions relating to Roads, Bridges, or other Works, or which the Provisions for other Purposes in or relating to the Town of *Birmingham* herein-after contained, shall not apply to such Roads, Bridges, Works, or Purposes, or otherwise to the Town of *Birmingham*, in any Manner which may restrict or prejudice such Provisions:

Before the Company shall proceed to stop up or otherwise interrupt the Passage along a Road in the Parish of *Birmingham* called *Bartholomew Street*, and numbered 37 on the Plan relating to that Parish deposited as aforesaid, they shall, at their own Expence, lay out, form, and perfect in the Line shown for the Purpose on the said Plan, and to the Satisfaction of the Commissioners of the *Birmingham* Street Act, a good and sufficient Road instead of the said Road, which new Road, when completed and made fit for Use, and opened to the Public, shall become



and thenceforth continue to be a public Highway; and if the Company do not cause another sufficient Road to be so made as aforesaid, and opened to the Public, before they interfere with the said *Bartholomew Street* Road, they shall forfeit Ten Pounds for every Day during which such substituted Road shall not be made and opened for public Use after the free Passage upon and Use of the said *Bartholomew Street* Road shall have been interrupted; and such Penalty shall be paid to the Commissioners of the *Birmingham Street* Act, and applied by them for the Purpose of such Act, and shall be recoverable, with Costs, by Action in any of the Superior Courts:

It being intended to erect a Station in or near to Streets or Roads respectively called *New Street* and *Peck Lane* in *Birmingham*, in consequence of which *Peck Lane* will be altogether stopped up, the Company shall, at their own Expence, if required by the said Commissioners, construct and at all Times maintain through, under, or over the said Station in the Line of *King Street* a Passage for the Convenience of Foot Passengers, which Passage shall be of such Width not exceeding Twelve Feet, and of such Height if under the Railway, as the said Commissioners shall approve of, and shall be kept open to the Public, and in repair and lighted, at such Times and in such Manner as the said Commissioners shall approve of, at the Expence of the Company:

The Approach to the proposed Station in or near *New Street* shall be formed at Right Angles with the Points of such Station by Means of a spacious Street of not less than Twenty-six Yards wide, of which Street the Site of the present Street called *King Street* shall be the Centre:

In every Case where the Railway shall be carried over any of the Streets or Roads within the Town of *Birmingham* herein-after mentioned, that is to say, *Fazeley Street*, *Canal Street*, and *Banbury Street*, or any Part of any such Street or Road, the Company shall form for the Purpose a Bridge or Viaduct which shall be built of Brick, Stone, or Iron, or some of those Materials, and that the Openings or Arches of the Bridges to be made over the following Roads and Streets shall be of not less than the Dimensions following; that is to say,

The clear Width of the Street or Road under the Bridge over *Fazeley Street* shall not be less than Thirty-six Feet Three Inches, and the clear Height of the Opening under such Bridge shall in no Part thereof be less than Eighteen Feet:

The clear Width of the Street or Road under the Bridge over *Canal Street* shall not be less than Forty-two Feet, and the clear Height of the Opening under such Bridge shall in no Part thereof be less than Eighteen Feet:

The clear Width of the Street or Road under the Bridge over *Banbury Street* shall be not less than Forty-two Feet, and the clear Height of the Opening under such Bridges shall in no Part thereof be less than Eighteen Feet:

And



And in computing the Widths and Heights aforesaid no Work whatever of the Company shall be included in the Measurement; and the Height of any such Opening shall be measured up to the lowest Part of the under Side of the Bridge or Viaduct from the Level of the Road over which the Bridge forming such Opening shall be constructed, the Level of the Crown of the Carriageway as the same will exist when the Bridge is completed being deemed the Level of such Road throughout; and the Piers and Abutments of each of the said Bridges or Viaducts shall be constructed in such a Manner as that the same shall in no Case whatever encroach upon any public Carriage, Horse, or Foot Way in the said Town:

The Company shall, at their own Expence, and to the reasonable Satisfaction of the said Commissioners, and before the Railway shall be in any Manner used for the Passage of Locomotive Engines in the Town of *Birmingham*, erect and for ever afterwards maintain a good, firm, and substantial Parapet or Battlement of Stone, Brick, Iron, or Timber on each Side of every Bridge or Viaduct which the Company shall construct in forming the Railway over any public Street or Road, and on each Side of every Bridge or Viaduct which the Company shall construct in forming any public Street, Road, or Communication over the Railway; and every such Parapet or Battlement shall be at least Fifteen Feet in Height from the Surface of each Bridge or Viaduct, and throughout the entire Length thereof over any such Street or Road or the Railway, as the Case may be, and for such further Extent at each End of such Bridge or Viaduct as shall be necessary, so as effectually to prevent Horses and other Animals passing along the Street or Road from seeing any Engine or Train passing along the Railway; and if the said Commissioners shall deem any such Battlement or Parapet, of whatever Height the same may be, insufficient in any Place for answering the Purposes aforesaid, the Company shall, when thereunto required in Writing by the Commissioners, increase the Height of the Battlement or Parapet marked in such Requisition, and maintain the same thereafter of such increased Height as shall be necessary:

The Company shall at all Times after any Bridge, Viaduct, Tunnel, Battlement, Parapet, or such Wall as aforesaid shall have been constructed keep the same and every Part thereof, and all and every future Bridge, Viaduct, Tunnel, Battlement, Parapet, or other Work to be erected by the Company in lieu thereof or otherwise, in perfect Repair; and in case of any Repair or Rebuilding being necessary, if the Company do not, within Seven Days after Notice thereof in Writing being given to the Company by the Surveyor of the said Commissioners, or by any Agent or other Person authorized by the said Commissioners, commence such Repair or Rebuilding, and proceed therein with all reasonable Expedition until the same shall be completed, the said Commissioners may from Time to Time make such Reparations or Rebuildings



Rebuildings as the Case may require; and all the Costs and Charges thereof shall be repaid by the Company to the said Commissioners, upon demand; and in default of such Payment within Seven Days after being demanded shall be recoverable, with Costs, by the said Commissioners from the Company by Action in any of the Superior Courts:

In all Cases where in exercise of any of these Powers the Company shall interfere with or affect any Sewer, Drain, or public Watercourse in the Town of *Birmingham*, or any Sewer, Drain, or Watercourse hereafter to be constructed for the effectual Drainage of the said Town, the Company shall, before they commence any Work which shall interfere with or affect any such Sewer, Drain, or public Watercourse, construct and substitute, either for temporary or for permanent Use, according as Circumstances shall require, and to the reasonable Satisfaction of the said Commissioners, such other Sewer, Drain, or Watercourse instead of the Sewer, Drain, or Watercourse so to be interfered with or affected as shall be equally convenient for Purposes of Drainage, and as available for all Purposes as the Sewer, Drain, or Watercourse so to be interfered with or affected is or might have been if not affected by the Works of the Company; and in case any such substituted Sewer, Drain, or Watercourse shall be intended for temporary Use, the Company shall, as soon as possible, restore for Use the Sewer, Drain, or Watercourse which shall have been interfered with for temporary Purposes only; and in case any such substituted Sewer, Drain, or Watercourse, whether temporary or permanent, shall not be found equally convenient for the Purposes of draining, or other Purposes for which the previously existing Sewer, Drain, or Watercourse is or would have been available if the same had not been interfered with, then in every such Case the Company shall, at their own Expence, on the Requisition in Writing of the said Commissioners, and to their Satisfaction, do such Acts, and make and execute such other Works, as shall be necessary for restoring, preserving, and maintaining the effectual Drainage of the Town in all Cases in which and so far as the same shall be interfered with or affected by the Works of the Company; and in default of the Company substituting an efficient Sewer, Drain, or Watercourse in any Case in which they shall interfere with or affect any public Sewer, Drain, or Watercourse, the Company shall forfeit to the said Commissioners for every Day during which the Drainage of the said Town, or any Part thereof, shall be prejudiced by any Works of the Company, or during which any substituted Sewer, Drain, or Watercourse shall be unavailable for the Purposes aforesaid, or during which no such Sewer, Drain, or Watercourse shall be provided by the Company, the Sum of Ten Pounds; and such Penalty shall be paid to the said Commissioners, and applied by them for the Purposes of their Act, and be recoverable, with Costs, by Action in any of the Superior Courts; in case either during the Formation or after the Completion of any of the Works of the Company

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pany in the Parish of *Birmingham*, and in consequence of the Works of the Company, any public or private Pump, Well, Spring, Fountain, Tank, or Reservoir for Water, or the Supply of Water by means thereof, shall be stopped, diminished, drawn off, abated, or prejudiced, or the Quality or Purity of the Water shall be damaged in any Manner, or any Pipe for the Supply of Water shall be obstructed, damaged, or interfered with, the Company shall, at their own Expence, forthwith restore such Supply of Water, or so long as there shall be any Want of Supply or Deficiency in the Supply of Water, or Injury to Water caused by any or either of the Means aforesaid, the Company shall, at their own Expence, make good all such Want or Deficiency, and remove the Cause of such Injury, and make full Compensation to all Persons who, so far as respects their Supply of Water, or the Quality thereof, shall be prejudiced by or in consequence of the Works of the Company :

The Company shall make and complete all Buildings, Erections, Tunnels, and other Works in the Parish of *Birmingham* connected with the said Railway within Three Years next after the passing of this Act ; and in every Case in which the Company shall commence any Work in *Birmingham*, either preparatory to or otherwise for the Purposes of the Railway, they shall forthwith proceed with and complete such Work as soon as practicable, and without any Delay which can be avoided ; and in every Case in which, after having commenced any such Work, the Company shall either not proceed therewith, or shall proceed therewith in such a Manner as to cause unnecessary Delay in the Completion thereof, they shall make Compensation to all Persons who shall be damnified by any such Default for all Loss occasioned thereby, and shall, in addition thereto, forfeit and pay to the said Commissioners for every Day during which such unnecessary Delay shall be suffered to exist the Sum of Ten Pounds ; and such Penalty shall be paid to the said Commissioners for the Purposes of their Act, and be recoverable, with Costs, by Action in any of the Superior Courts : Provided nevertheless, that nothing herein-before contained shall prevent the said Commissioners from consenting to any of the Works respecting which Provision is herein-before made being formed in any Manner different from or not in accordance with the Provisions relating thereto herein-before contained, or from consenting to the Omission of any Work herein-before required, or from waiving or abstaining from enforcing any such Penalty as aforesaid, or from compromising any Claim for Compensation or Penalty for the Non-observance of any of the said Provisions, so that such Consent be given by the Commissioners in each Case in Writing on the Request in Writing in each Case of the Company ; but such Power of consenting as aforesaid shall not apply to any Alteration in or Deviation from the Provisions aforesaid, or Omission of any such Work as aforesaid, which Alteration, Deviation, or Omission shall in any Manner be prejudicial to the Public, or which shall be prejudicial to any private



private Person, or to any Company, unless with the written Consent also of such Person or Company; and with respect to any Work which may be altered with Consent as aforesaid the Company may form the same according to the Plan consented to, and with respect to any Work which may be omitted with Consent the Company may omit the same accordingly:

Provided also, that none of the Provisions herein-before contained shall prejudice any Right of Action or Claim for Compensation on account of Damages which the said Commissioners, or any Individual, or any Company, may have or be, or might have had or have been, entitled to or to claim against the Company hereby established on account of any Work, Act, Deed, or Default executed, done, or omitted by them.

XXV. And whereas the Rails of the *London and Birmingham* Railway are now laid down and used across the Level of a certain Street in *Birmingham* called *Curzon Street* under the Powers of the Acts of Parliament now in force relating to the said Railway; be it enacted, That from and after the opening to the Public of the Line of Railway hereby authorized, and from and after the opening to the Public of a proposed Line of Railway, for the making of which Two Bills were introduced into Parliament in the present Session, entitled *A Bill for making a Railway from Birmingham to Wolverhampton, and to the Grand Junction Railway in the Parish of Bushbury, with a Line diverging therefrom to Wolverhampton, and a Branch to Dudley*, and *A Bill for making a Railway from Shrewsbury to Birmingham, with Branches therefrom*; or after the opening to the Public of such Part of the last-mentioned Line of Railway as lies within the Borough of *Birmingham*, it shall not be lawful for the *London and Birmingham* Railway Company to continue the Use of the said Rails across *Curzon Street* aforesaid, except under the Consent in Writing of the Commissioners for the Time being of the *Birmingham* Street Acts, signified under the Hand of their Clerk, and subject to such Conditions as may for the Time being be agreed upon between the said Company and the said Commissioners; and, except with such Consent as aforesaid, the Use of the said Rails across *Curzon Street* shall after the opening of the Railway hereby authorized, or of the said other Railway last before referred to, be discontinued.

When Railway opened the Crossing in *Curzon Street* to be abandoned.

XXVI. And in order that the Main Pipes and Watercourses belonging to the Company of Proprietors of the *Birmingham* Waterworks may not be obstructed, and the due Supply of Water to the Inhabitants of the Town of *Birmingham* and Neighbourhood may not be prejudiced by the Works of the Company, and for such other Purposes as are herein-after provided for, be it enacted as follows; (that is to say,)

Preserving the Rights of the *Birmingham* Waterworks Company.

In all Cases when in exercise of any of their Powers the Company shall interfere with or affect any Main or Pipe, Drain or Watercourse, belonging to the Company of Proprietors of the *Birmingham* Waterworks, the Company shall, before they commence any



any Work which shall interfere with or affect any such Main or Pipe, Drain or Watercourse, construct and substitute, either for temporary or for permanent Use, according as Circumstances shall require, and to the reasonable Satisfaction of the said Company of Proprietors, such other Main or Pipe, Drain or Watercourse, instead of the Main or Pipe, Drain or Watercourse, so to be interfered with or affected, equally convenient for the Purposes of conveying Water, or for Drainage, and as available for all Purposes as the Main or Pipe, Drain or Watercourse, so to be interfered with or affected is or might have been if not affected by the Works of the Company; and in case any such Substitute Main or Pipe, Drain or Watercourse, shall be intended for temporary Use, the Company shall as soon as possible restore for Use the Main or Pipe, Drain or Watercourse, which shall have been so interfered with for temporary Purposes only; and in case any such substituted Main or Pipe, Drain or Watercourse, whether temporary or permanent, shall not be found equally convenient for the Purposes of conveying Water, or for Drainage, or for other Purposes for which the previously existing Main, Pipe, Drain, or Watercourse is or would have been available if the same had not been interfered with, then and in every such Case the Company shall, at their own Expence, on the Requisition in Writing of the said Company of Proprietors, and to their reasonable Satisfaction, do such Acts, and make and execute such other Works, as shall be necessary for restoring, preserving, and maintaining the affected Main or Pipe, Drain or Watercourse, in all Cases in which and so far as the same shall be interfered with or affected by the Works of the Company; and in default of the Company substituting an efficient Main or Pipe, Drain or Watercourse, in any Case in which they shall interfere with or affect any Main or Pipe, Drain or Watercourse, the Company shall forfeit to the said Company of Proprietors for every Day during which the usual Flow of the Water of the said Company of Proprietors, or the Drainage of the said Watercourses, or any Part thereof, shall be prejudiced by any Works of the Company, or during which any substituted Main or Pipe, Drain or Watercourse, shall be unavailable for the Purposes aforesaid, or during which no such Main or Pipe, Drain or Watercourse, shall be provided by the Company, any Sum not exceeding the Sum of Five Pounds for each Day of such Default; and such Penalty shall be paid to the said Company of Proprietors, and applied by them for the Purposes of their Act, and be recoverable, with Costs, by Action in any of the Superior Courts:

That the said Company shall not, in their Works or otherwise, interfere with the principal Main of the Company of Proprietors of the *Birmingham* Waterworks in *Park Street, Birmingham*, aforesaid, but shall leave the same protected from Exposure and the Action of Frost in such Manner as the Engineer for the Time being of the said Company of Proprietors of the said Waterworks shall approve, and to his reasonable Satisfaction.

XXVII. And



XXVII. And be it enacted, That nothing contained in this Act or in the Acts herein recited or referred to shall extend to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or any Two of them, first had and obtained for that Purpose, and which such Commissioners or any Two of them are hereby authorized and empowered to give, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving the Rights of the Crown.

XXVIII. And be it enacted, That every Mortgage, Bond, or other Security for Money, and every Transfer of any Share, Stock, Mortgage, Bond, or other Security for Money, to be granted or made by virtue of the said Act or this Act, shall be by Deed duly stamped, wherein the consideration for the same shall be truly stated, any thing herein or in the said Acts contained to the contrary notwithstanding.

Mortgages and Transfers, &c. to be stamped.

XXIX. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or any succeeding Sessions of Parliament; and for other Purposes relating to Railways*; be it enacted, That nothing in this Act contained shall be held to exempt the said Railway or the said Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Company so far as the same shall be applicable thereto.

Railway to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., and 7 & 8 Vict. c. 85.

XXX. Provided always, and be it enacted, That nothing herein contained shall be deemed to exempt the Railway or the Company from the Provisions of any general Act relating to the Acts incorporated therewith which may pass during the present Session of Parliament, or any general Act relating to Railways which may pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Railway to be subject to Provisions of any future general Act.

XXXI. And be it enacted, That all the Costs, Charges, and Expences of and attending the passing of this Act, or incidental thereto, shall be paid by the said Company, *pari passu* with the Costs, Charges, and Expences of any other Act of Parliament passed in the

Expences of Act.

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present



present Session to which they may be liable, out of the first Monies that shall come to their Hands, and in preference to any other Payment whatsoever.

Public Act. XXXII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1846.