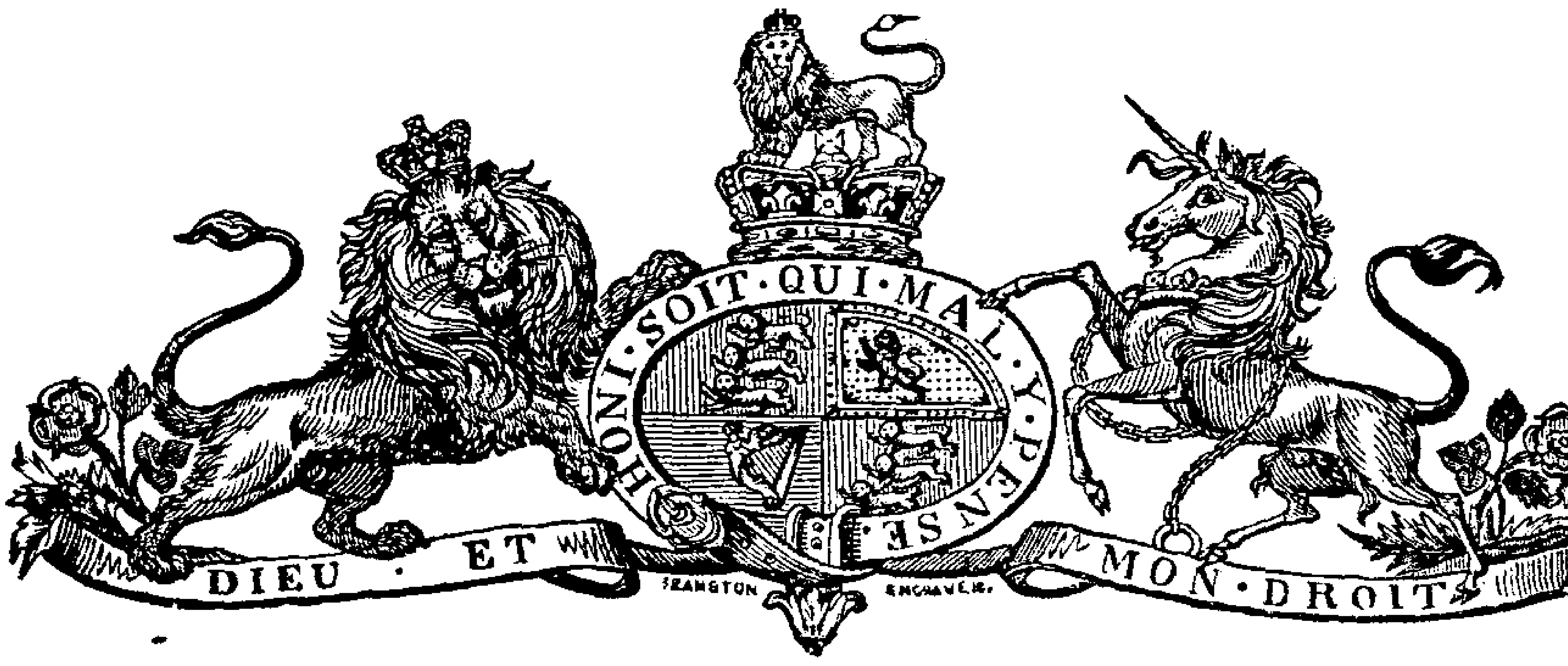


ANNO TERTIO

VICTORIÆ REGINÆ.

****

Cap. li.

An Act to make a further Alteration in the Line of the *Birmingham* and *Derby* Junction Railway, and an Approach thereto at *Tamworth*, and to amend the Acts relating to the said Railway.

[4th *June* 1840.]

WHEREAS an Act was passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from the* London *and* Birmingham *Railway, near* Birmingham, *to* Derby, *to be called* "*The* Birmingham *and* Derby *Junction Railway,*" *with a Branch;* which Railway was by the said Act authorized and directed to be made in the Line or Direction described and set forth in the Maps or Plans and Books of Reference deposited with the several Clerks of the Peace for the Counties of *Worcester, Warwick, Stafford,* and *Derby,* and for the Borough of *Derby,* as in the said recited Act is mentioned; and by the same Act several Persons were united and made one Body Corporate by the Name and Style of "The *Birmingham* and *Derby* Junction Railway Company:" And whereas another Act was passed in the First and Second Years of the Reign of Her present Majesty, intituled *An Act to alter the Line of the* Birmingham *and* Derby *Junction Railway:* And whereas it is expe- dient

6 & 7 W. 4. c. 35.

1 & 2 Vict. c. 82.

dient that a further Alteration in the Line or Situation of the said *Birmingham* and *Derby* Junction Railway should be made, and that some of the Powers and Provisions of the said recited Acts should be amended and enlarged, and also that further Powers should be given to the said *Birmingham* and *Derby* Junction Railway Company for carrying the said Undertaking into effect; and that the said Company should be authorized to make an Approach, Road, or Communication to the said Railway from the Town of *Tamworth* in the County of *Warwick*; but such Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules of Interpretation or Construction, Provisions, Clauses, Matters, and Things contained in the said recited Acts (except such of them or such Parts thereof respectively as are by this Act expressly repealed, altered, or otherwise provided for) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force in respect of the Objects and Purposes of this Act, as fully and effectually to all Intents and Purposes whatsoever; and the said recited Acts and this Act shall be deemed, construed, and taken to be one Act as fully and effectually as if the same Powers, Authorities, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Provisions, Clauses, Matters, and Things were repeated and re-enacted in this Act, and had formed Part hereof, with reference also to the Works and Things to be made and done hereunder.

Powers of recited Acts extended to this Act, except as hereby altered.

Power to alter the Line of Railway, and to make an Approach from the Town of Tamworth.

II. And be it further enacted, That it shall be lawful for the said Company to alter the Line of the said Railway and Works as at present authorized, namely, that Portion of the said Line and Works which lies between the Commencement thereof in the Parish of *Yardley* in the County of *Worcester* at the Junction with the *London* and *Birmingham* Railway and a certain Field on the said Line in the Parish of *Shustoke* in the County of *Warwick* numbered Thirteen on the Plan thereof deposited with the Clerk of the Peace for the said County of *Warwick*, and herein-before and in the first-mentioned Act referred to, and to abandon the Formation of the said Portion of the original Line of Railway and the Works so authorized as aforesaid lying within the several Parishes, Townships, and extra-parochial and other Places of *Yardley* and *Church End* in the County of *Worcester*, *Aston-juxta-Birmingham*, *Little Bromwich*, *Castle Bromwich*, *Coleshill*, *Shustoke*, and *Blythe* otherwise *Blythe End*, in the said County of *Warwick*, or some of them, and in lieu thereof to make and maintain a Railway or Railways in a new or altered Line, with all proper Works, Stations, Approaches, and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plan and described in the Book of Reference deposited as herein-after mentioned;

tioned; (that is to say,) from or near the Eastern Side of *Lawley Street* in the Parish of *Aston-juxta-Birmingham* in the said County of *Warwick* near to the Point where the same Street is intersected by the *London* and *Birmingham* Railway, and between the Points where it is intersected by the Lines of the *London* and *Birmingham* and Grand Junction Railways, passing from, in, or through the several Parishes and Townships or Places of *Birmingham*, *Aston-juxta-Birmingham*, *Duddeston* and *Nechells*, *Bordesley*, *Saltley*, and *Washwood*, *Little Bromwich*, *Erdington*, *Castle Bromwich*, *Water Orton*, *Curdworth*, *Berwood*, *Minworth*, *Coleshill*, *Shustoke*, *Blythe End*, *Merevale*, and *Ouston* otherwise *Ousthirne*, all in the said County of *Warwick*, to the said Field numbered Thirteen in the Parish of *Shustoke* aforesaid, there to join and unite with the original Line of the said Railway as at present authorized, and to form Part thereof; and further, that it shall be lawful for the said Company to make and maintain an Approach, Road, or Communication to the said Railway, and the Works thereof, from or near the Eastern End of a certain Street called *George Street*, in that Part of the Borough of *Tamworth* which is in the County of *Warwick*, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plan and described in the Book of Reference thereof deposited as herein-after mentioned, with all necessary Works and Conveniences connected therewith, in the Parish of *Tamworth* and the Township of *Bolehall* and *Glascote* in the County of *Warwick*; and further, that it shall be lawful for the said Company to make such Alterations in the Levels of the said original Line of Railway as at present authorized in the Parishes or Townships of *Shustoke*, *Merevale*, *Lea Marston*, *Lea*, and *Nether Whitacre*, all in the said County of *Warwick*, as are shown on the Section deposited with the Clerk of the Peace for the said County of *Warwick*, as herein-after mentioned; and the said Company are hereby authorized and empowered to effect a Junction or Junctions at or near the Commencement of the said new or altered Line of Railway in the said Parish of *Aston-juxta-Birmingham* with the Lines and Works of the *London* and *Birmingham* Railway, the *Birmingham* and *Gloucester* Railway, and the Grand Junction Railway, or any of them, by the necessary Works, Conveniences, and Approaches to be erected and made for that Purpose; and the said Company are hereby authorized and required to abandon the said Portion of the said original Line of Railway in lieu whereof the said new or altered Line is to be substituted; and all the Powers, Authorities, Privileges, and Directions which by the said recited Acts or either of them are given for making and maintaining the said Portion of the said original Line of Railway so to be abandoned shall from and immediately after the passing of this Act cease and determine.

Power to take Lands for Depôts and Stations.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to purchase and take all or any of the Lands and Buildings within the several Parishes of *Aston-juxta-Birmingham* and *Tamworth* in the said County of *Warwick* which are delineated on the several Plans and described in the several Books of Reference deposited with the Clerk of the Peace of the said County of *Warwick*, as herein-after mentioned,

mentioned, for the Purpose of making proper Depôts and Stations for the said Railway and Works, and for forming Approaches thereto, or for any other Works to be connected therewith.

Plans, &c. deposited with Clerk of the Peace to remain in his Custody, and to be open to Inspection.

IV. And whereas a Map or Plan and Section, describing the Line and Levels of the said intended new or altered Line of Railway, and the Lands in and through which the same, and the Works to be connected therewith, are intended to be carried or made, and also describing the Alteration of the Levels of the said original Line of Railway which is intended to be made as herein-before is mentioned, and also describing the Lands required for the Purpose of Depôts or Stations, and Approaches to the said Railway, or other Works connected therewith, together with a Book of Reference to the said Plan, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands; and a Map or Plan and Section, describing the Line and Levels of the said intended Approach from the Town of *Tamworth* to the said Railway, and the Lands in or through which the same, and the Works to be connected therewith, are intended to be carried or made, have been severally deposited in the Office of the Clerk of the Peace for the County of *Warwick*; be it therefore enacted, That the said several Maps or Plans, Sections, and Books of Reference, so deposited, shall remain with and be kept by the said Clerk of the Peace; and all Persons interested in any Manner in the Lands described on the said Maps or Plans, and in the said Books of Reference, so deposited, shall, at all seasonable Times have Liberty to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections, and Books of Reference respectively, paying to such Clerk of the Peace the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter in question, certified by such Clerk of the Peace, shall be good Evidence in all Courts of Law or elsewhere.

Power to make Railway and Works, notwithstanding unintentional Errors or Omissions in Schedule or Book of Reference.

V. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said new or altered Line of Railway, Approach, Road, or Communication, and other Works, in the Line or Course, and upon, across, under, or over the Lands delineated on the said Maps or Plans, (subject as herein-after mentioned,) and to purchase or take all or any of the Lands and Buildings delineated thereon respectively, for the Purposes of the said Railway and Works, or of Depôts or Stations, and Approaches thereto respectively, although such Lands or Buildings, or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described on the said Plans, or in the said Books of Reference, or in the Schedule to this Act annexed, if it shall appear to Two or more Justices of the Peace for the District, Division, or Place wherein the Matter in question shall arise (in case of any Dispute about the Question), and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous

erroneous Description proceeded from Mistake, and the Certificate of such Justices shall be deposited with and kept by such Clerk of the Peace as aforesaid, and shall be sufficient for all the Purposes of this Act; and a true Copy of such Certificate, certified by the said Clerk of the Peace, shall be good Evidence in all Courts of Law and elsewhere.

Houses, Gardens, &c. not to be used or taken, unless mentioned in the Schedule.

VI. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the First Day of *March* One thousand eight hundred and thirty-nine, or any Ground which at the Period last aforesaid was set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any Ground then inclosed and planted as an Ornament or Shelter to a House, or as a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner or Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and unless it shall be so certified by Two or more Justices of the Peace in the Manner herein-before provided in Cases of unintentional Errors in the said Plan or Book of Reference.

Repealing the Clause inflicting a Penalty for obstructing Persons employed in the constructing of Railway.

VII. And whereas it is by the said first-recited Act enacted, that if any Person shall obstruct or prevent any Person employed by the said Company in the setting out the Line of the said Railway, or engaged in the Construction thereof or of any Part thereof, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds nor less than Twenty Shillings for every such Offence: And whereas it is expedient that the said recited Enactment should be repealed; be it therefore enacted, That the same shall be and the same is hereby accordingly repealed.

Penalty for obstructing Works.

VIII. And be it further enacted, That if any Person shall wilfully or knowingly obstruct or prevent any Person employed by the said Company, or acting under their Authority, in setting out the Line of the said Deviation or new Line of Railway, or any Part thereof, according to the Provisions of this and the said recited Acts, or shall pull up or remove any Stakes or Poles that may have been driven into the Ground, or shall deface any Marks made for the Purpose of setting out the Line of the same, such Person shall be liable to a Penalty not exceeding Five Pounds for every such Offence.

Power to deviate from the Line laid down on Plan.

IX. And be it further enacted, That the said Company shall, in making the said new or altered Line of Railway, have full Power to deviate the central Line as delineated on the Map or Plan thereof deposited as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, or in passing through any Lands covered with Houses to a greater Distance than Ten Yards, from the Line so delineated on the

said Plan; nor shall any such Deviation extend into the Lands of any Person whose Name is not mentioned in the said Book of Reference, without the previous Consent in Writing of the Person whose Lands may be required for the Purposes of such Deviation, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and unless the Fact that such Omission proceeded from Mistake or Inadvertence shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Plan or Book of Reference.

Limiting Deviation in passing through the Lands of the Rev. E. A. Bagot.

X. Provided always, and be it further enacted, That nothing in the said recited Acts or in this Act contained shall authorize or empower the said Company, in passing through the Lands now in the Possession of the Reverend *Egerton Arden Bagot* or his Under-tenants, to make any Deviation of the Railway on the Side on which *Berwood Hall* is situate exceeding Fifteen Yards from the Centre Line of Railway as delineated in the Map or Plan thereof deposited as herein-before mentioned, without the Consent of the Person or Persons entitled to the said Lands for the Time being.

Company to erect Culverts, &c. for flooding the Lands of the Rev. E. A. Bagot.

XI. And be it enacted, That the said Company shall and they are hereby required, at their own Expence, to make all such Culverts, Drains, Watercourses, Floodgates, Weirs, and other Works, of such Breadth, Depth, and Dimensions as shall be sufficient to convey the Water as clearly on to the Lands now in the Possession of the Reverend *Egerton Arden Bagot* as before making the said Railway, without obstructing the Water to the Prejudice of any of the said Lands, as effectually as the same is now enjoyed by the said *Egerton Arden Bagot* or his Under-tenants; and it shall be lawful for the said Company and they are hereby required from Time to Time to make such Culverts, Watercourses, Floodgates, Weirs, and other Works for the Purposes aforesaid, as any Two or more Justices of the Peace for the County of *Warwick* shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same; and all such Culverts, Drains, Watercourses, Floodgates, Weirs, and other Works shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall be given by or on behalf of the Owners or Occupiers of the said Lands for the Time being that the said Culverts, Drains, Watercourses, Floodgates, Weirs, and other Works, or any of them, are not made, or being made are not cleansed, maintained, and repaired, according to the true Intent and Meaning of this Act, the said Company shall not proceed to make or cleanse, maintain, and repair the same, as the Case may be, it shall be lawful for any Person to apply for an Order in Writing to any Two or more Justices of the Peace for the County of *Warwick*, from Time to Time, as often as there shall be Occasion; and the said Justices are hereby empowered, at their Discretion, to make and grant such Orders as aforesaid, enabling such Persons to make or cleanse and repair such Culverts, Drains, Watercourses, Floodgates, Weirs, and other Works accordingly, and the reasonable Expence thereof, to be ascertained by such Parties, shall be defrayed by the said Company; and in case of Neglect or

Refusal to satisfy and defray such Expences for the Space of Five Days after Demand thereof made upon the said Company, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company in the same Manner as any other Costs and Charges may by virtue of the said recited Act and this Act, or either of them, be levied or recovered: Provided always, that the Drainage of Water off the said Lands shall be secured in the same Manner as the Drainage of any Lands is secured by the said recited Acts or this Act.

Limiting Deviations from Datum Line described on the Section.

XII. And be it further enacted, That in making the said altered or new Line of Railway, and the said Alteration in the Levels of the said original Line of Railway, it shall not be lawful for the said Company to deviate from the Levels thereof, as referred to the common Datum Line described on the Section so deposited as aforesaid, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or, if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers, or the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said altered or new Line of Railway, as denoted by the said Section, shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or, if there be no Church, on some other Place to which Notices are usually affixed: Provided also, that for the Purpose of consenting to any such Deviation from the said Section the Word "Owners" shall be deemed and taken to mean such Persons as are by this and the said recited Acts capacitated to agree for the Sale of and to convey Land for the making of the said Railway; and the Consent of such Persons, with or without the Consent of any other Person interested as Owners in the said Lands, shall be deemed and taken to be sufficient for that Purpose.

Limiting Alteration of Curves.

XIII. And be it further enacted, That in making the said altered or new Line of Railway it shall not be lawful to diminish the Radius of any Curve, as described on the Plan so deposited with the Clerk of the Peace as aforesaid, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than Half a Mile, unless where it exceeds Three Miles on the said Plan.

XIV. And

Railway not to cross Turnpike Roads and Highways on a Level.

XIV. And be it further enacted, That when the said Railway shall cross any Turnpike Road or public Highway, either such Turnpike Road or public Highway shall be carried over the said Railway, or the said Railway shall be carried over the said Turnpike Road or public Highway, at the Expence of the said Company, by means of a Bridge, where not otherwise provided for by this Act, of such Construction as is herein-after mentioned.

Regulations as to Width and Height of Bridges for carrying Railway over public Roads.

XV. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any public Carriage Road, the Span of the Arch of such Bridge shall be formed, and shall at all Times be and be continued, of such Width as to leave a clear and open Space under every such Arch of not less than Twenty-five Feet in the Case of a Turnpike Road, and of not less than Eighteen Feet in all other Cases, and the Height of every such Arch from the Surface of such Road to the Centre of such Arch shall be not less than Sixteen Feet, and the Abutments of the Arch shall not be less than Ten Feet in Height; and in the Case of private Carriage Roads such Bridges shall be constructed so as to leave a clear Roadway underneath the same of not less than Fifteen Feet in Width, unless it be otherwise agreed between the Company and the Parties interested therein; and the Descent of the Road to and under any such Bridge shall, in the Case of a Turnpike Road, not exceed One Foot in Thirty Feet, and in the Case of any other public Carriage Road shall not exceed One Foot in Twenty Feet, and in the Case of any private Carriage Road shall not exceed One Foot in Sixteen Feet, unless otherwise agreed between the said Company and the Parties interested in any such last-mentioned Road.

Regulating Ascent of Bridges for carrying Roads over Railway.

XVI. And be it further enacted, That where any Bridge shall be erected for carrying any Carriage Road over the said Railway, the Road to and over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Twenty-five Feet in the Case of a Turnpike Road, and of not less than Eighteen Feet in the Case of a public Carriage Road, not being a Turnpike Road, and in the Case of a private Carriage Road such Space shall not be less than Fifteen Feet, unless it be otherwise agreed between the Company and the Parties interested therein; and the Ascent of every such Road and Bridge shall not, in the Case of a Turnpike Road, exceed One Foot in Thirty Feet, and in case of any other public Carriage Road shall not exceed One Foot in Twenty Feet, and in the Case of any private Carriage Road shall not exceed One Foot in Sixteen Feet, unless otherwise agreed between the said Company and the Parties interested in any such last-mentioned Road; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Limiting Period for purchasing Land.

XVII. And be it further enacted, That the Time during which the Company shall have Power to purchase and take by Compulsion the Lands requisite for the Purposes of the said new or altered Line of

of Railway, and the Works, Stations, Depôts, and Approaches hereinbefore mentioned, shall be and the same is hereby limited to the Space of Two Years from the passing of this Act.

Time extended for making Railway.

XVIII. And be it further enacted, That the Period limited by the said first-recited Act for the Completion of the said Undertaking shall be extended and enlarged for the Term of Five Years to be computed from the passing of this Act, and all Powers, Privileges, and Authorities given by this or the said recited Acts, with respect to the making and completing the said Railway, shall be extended for such Period.

Power to make Branch Railways with Consent of Land Owners.

XIX. And whereas it is expedient that the said Company should be authorized and enabled, with such Consent as herein-after mentioned, to lay down upon any Lands adjoining the said Railway any Branch Railway to communicate with the said Railway, under such Terms and Restrictions as may be agreed upon; be it therefore enacted, That the said Company may and they are hereby empowered, with the Consent in Writing previously obtained of all and every the Owners and Occupiers of Lands through which such Branch Railway is intended to be made, (for which Purpose it is hereby declared that all such Corporations or other Persons or Person as are hereby or by the said first-recited Act capacitated to treat and agree with the said Company for the Sale of Lands, shall be taken to be Owners within the Meaning of this Clause,) to construct, make, and execute such Branch as aforesaid, and all necessary Works and Conveniences connected therewith, and to enter into and to carry into effect such Arrangements with respect to the said Branch Railway, and the Mode of Construction thereof, or relating to the Costs and Expences which may be thereby incurred, as may be mutually agreed upon between the said Land Owner or Owners and the said Company; but nothing herein contained shall authorize or empower the said Company to levy any Rates, Tolls, or Duties for the Use of any such Branch Railway: Provided always, that no such Branch Railway shall be made by the said Company without the Sanction of a General or Special General Meeting of the Proprietors of the said Company.

Incapacitated Persons may sell additional Land to the Company.

XX. And be it further enacted, That all Corporations and Persons by the first-recited Act capacitated to treat and agree with the said Company for the Sale and Conveyance of Lands required for the said Railway may and they are hereby empowered, if they shall be willing, but not otherwise, to treat and agree with the said Company, who are hereby authorized to treat and agree with such Corporations and Persons, for the Sale and Conveyance to the said Company of any further Land or Buildings that may hereafter be required for the Purposes of the said Railway, or the Works thereof, notwithstanding the Period by the said recited Acts or either of them, or by this Act, limited for the compulsory Purchase of Lands, may have expired, subject nevertheless to the Provisions and Restrictions in the said recited Acts and this Act contained.

Repealing Provision enabling Persons in Possession to convey Lands.

XXI. And whereas by the said first-recited Act it is enacted, that the Person or Corporation for the Time being in the Possession or in the Receipt of the Rents and Profits of any Lands should, for the Purposes of that Act, be enabled to contract for, sell, and convey the same to the said Company, and to agree for the Amount of any Compensation for any Damage, Loss, or Inconvenience to be sustained by reason of the Execution of the said recited Act; and that every Contract, Sale, Conveyance, or Agreement, whether theretofore or thereafter to be made with or to the said Company, by any such Person or Corporation should be valid and effectual; and that in every Case in which the Amount of the Price of any Lands or of any Compensation had been or should be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands in manner provided by the said recited Act, such Payment, and every Contract or Agreement in pursuance whereof it was made, should be good to all Intents and Purposes; and the said Company should not be bound to see to the Application thereof, provided that such Agreement were made *bonâ fide* and without any Fraud or Collusion between the said Company and the Party contracting; be it enacted, That the said recited Provision shall be and the same is hereby repealed, and the said recited Act shall be deemed, construed, and taken, and all Contracts, Sales, Conveyances, and Agreements, and Payments of Purchase and Compensation Money, under and by virtue of the said recited Act, after the passing of this Act, shall have such and the same Effect as if the said recited Provision had not formed Part of or been inserted in the said recited Act.

As to Contracts and Conveyances by incapacitated Persons.

XXII. And be it further enacted, That it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees, and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, whether capacitated or incapacitated, or to be found or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this or the said recited Acts, in case they had been sole, of full Age, and of sound Mind, and for and on Behalf of their Cestuisque Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, to contract for, sell, release, and convey to the said Company any Lands which may be required to be taken or used for the Purposes of this or the said recited Acts, or to agree for the Amount of any Compensation payable under the Provisions of this or the said recited Acts; and all Contracts and Agreements heretofore made with and Conveyances executed by any such Parties as are hereby authorized to contract for, sell, and convey Lands as aforesaid shall be valid

and effectual for the Purpose of vesting the said Lands in the said Company.

Power to enter Lands, &c. on Payment or Tender of Purchase Money, and for setting out the Line.

XXIII. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury, in manner in the said first-recited Act mentioned, for the Purchase of any Lands for the Purposes of the said Undertaking, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse or be unable, from any Cause whatever, to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands shall not be known, or shall die after such Agreement or Award, or shall be absent from *England*, or shall refuse, neglect, or be unable, from any Cause, to convey the same, then, upon Payment of such Money into the Bank of *England*, as in the said first-recited Act directed, to the Credit of the Parties interested in such Lands, or, in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands which any Corporation, Trustee, or Person under Disability is by the said recited Act capacitated to convey, upon Payment of the same into the Bank of *England*, as in the said first-recited Act is directed, to an Account *ex parte* "The *Birmingham* and *Derby* Junction Railway Company," or to Two Trustees in such Cases and in such Manner as by the same Act authorized, then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon all the Estate, Use, Trust, and Interest of all Parties in respect of whose Rights or Interests such Purchase Money shall have been paid shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of the said recited Acts and this Act; and such Payment, Tender, or Deposit as aforesaid shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Courtesy, and all Estates Tail, and other Estates, in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever, of and in the said Lands in respect of which such Payment, Tender, or Deposit shall have been made: Provided always, that before such Payment, Tender, or Deposit as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this or the said recited Acts, except as hereafter mentioned, without the previous Consent of the Persons in Receipt of the Rents, and of the Occupiers thereof respectively: Provided nevertheless, that the said Company shall be at liberty to enter upon the said Lands for the Purpose of setting out and marking, by Stakes or otherwise, the Line of the said Railway, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same, but without boring upon, digging, or excavating the said Lands further

further than may be absolutely necessary for ascertaining the Nature of the Soil thereof, with the Consent of the Occupiers thereof, or without their Consent, at such reasonable Times, and under such Regulations and Restrictions, as shall be authorized and imposed by any Justice of the Peace acting for the County or Place within which such Lands, or any Part thereof, may be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode: Provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out or ascertaining their said Line, and the Nature of the Soil thereof, whether by the Destruction of Timber, Boring, Excavation, or otherwise, such Compensation, in case of Dispute about the same, to be settled by any Two Justices of the Peace for the County or Place where the said Lands may lie.

Penalty for entering on Land before Purchase.

XXIV. And be it further enacted, That, save as herein provided, if the said Company, or any of their Contractors, shall wilfully enter upon and take possession of any Lands, except for the Purposes and according to the Provisions herein-before mentioned, without the Consent of the Persons in Receipt of the Rents, or of the Occupiers thereof, or without having made or tendered Payment for the same, in manner herein-before directed, the said Company shall forfeit and pay to the Party in Possession or in Receipt of the Rents of such Lands any Sum not exceeding Ten Pounds, over and above the Amount of any Damage done to the said Lands by reason of such Entry and taking possession thereof as aforesaid, such Penalty and Damage respectively to be recovered before any Two Justices of the Peace for the County or Place where the said Lands may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, continue in the unlawful Possession of the said Lands after a reasonable Time allowed them for removing therefrom, the said Company shall be liable to forfeit and pay the Sum of Twenty-five Pounds for every Day they or their Contractors may so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession or in the Receipt of the Rents of the said Lands, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid, if they shall *bonâ fide*, and without Collusion, have paid or tendered the Compensation agreed on or awarded to be paid in respect of the said Lands to any Person, whether legally entitled to receive the same or not, or shall have *bonâ fide* deposited the same incorrectly, nor shall any Decision of Justices, under the Provisions herein-before contained, be held conclusive as to the Right of Entry by the said Company: Provided also, that after Notice of this Provision shall have been given by the said Company to any of their Contractors, the said Company shall be entitled to recover from such Contractor any Penalty in which they may have been convicted in consequence of the Acts of such Contractors, or their Servants, Agents, or Workmen, done after such Notice, without the express Authority of the said Company.

XXV. And

Power of purchasing Lands in certain Cases, in lieu of making Occupation Bridges.

XXV. And whereas in the Execution of the Powers by the said recited Acts and this Act granted several Pieces of Land have been and may be cut through and divided, so that what remains thereof on one Side of the said Railway will exceed One Half of a Statute Acre in Quantity: And whereas by the said firstly-recited Act the said Company are required to make and erect so many Bridges, Arches, Hollows, Culverts, and Passages over, under, or by the Side of or leading to or from the said Railway, for the commodious Use of the Land cut through or divided by such Railway, as Two or more Justices of the Peace shall judge necessary or appoint in case of Dispute about the same: And whereas it often happens that in a short Time after the Formation of a Railway the Proprietors of the Land which has been cut through and divided sell and exchange the smaller Part of such Land left on one Side of the Railway, and not conveniently situate with respect to the Remainder or larger Portion thereof, and the Bridges, Arches, Hollows, Culverts, and Passages which have been erected for the Use and Occupation of the said Lands become, not only useless to the Proprietors of Land upon either Side of the said Railway, but cause a considerable and unnecessary Expence annually to the Company for their Maintenance and Repair: And whereas it is expedient that further Powers of purchasing Land should be given to the said Company for the Purpose of avoiding unnecessary Expence in the Erection of such Bridges, Arches, Hollows, Culverts, and Passages, for the Use and Occupation of the Lands cut through and divided by the said Railway; be it therefore enacted, That where any Land has been or shall be cut through or divided, and the Proprietor thereof, or other the Person or Persons by this and the said recited Acts empowered to contract for the Sale and Conveyance thereof, shall be willing to sell to the said Company the Part which has been or shall be left on one Side of the said Railway, it shall be lawful for any such Corporation or Person by the said recited Acts or this Act capacitated to sell or convey Lands to enter into any Agreement with the said Company for the Sale and Conveyance of the Land so left on one Side of the said Railway, and the said Company are hereby authorized and empowered to treat and agree with any Corporation or Person for the Purchase of such Lands, and for any subsisting Leases, Terms, Estates, or Interests therein, and the said Company shall then be discharged from their Liability, under the Provisions of this and the said recited Acts, or any of them, to make any Bridge, Arch, Hollow, Culvert, or Passage, for the Purpose of connecting such Land as aforesaid: Provided always, that the said Company shall and they are hereby required to sell and convey all such Land as they shall so purchase, or such Part thereof as shall not be necessary for the Purposes of the said Undertaking, and in such Way or Manner and within such Time as is directed by the said first-recited Act with regard to the Sale of superfluous Lands.

Company empowered to purchase the Interests in Lands the Purchase whereof may

XXVI. And be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which they lawfully might, and under the Provisions of the said recited Acts or either of them or of this Act were authorized to purchase, and which shall be permanently required for the Purposes of the said Railway, any

have been omitted by Mistake.

any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in or Charge affecting such Lands, which Estate, Right, or Charge the said Company shall have failed or omitted duly to purchase, or to pay Satisfaction or Compensation for, by reason of the said Company not having had express Notice of the Existence thereof, or by reason of any other Accident or Mistake, then, and whether the Period granted for the Purchase of Lands shall then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands, or be entitled to have such Estate, Interest, or Charge; provided the said Company shall, within Six Calendar Months after Notice of such Estate, Interest, or Charge, in case the same shall not be disputed by the said Company, or, in case the same shall be disputed, within Six Months after the Right to such Estate, Interest, or Charge shall have been established in favour of the Party claiming the same, by a Court of competent Jurisdiction, purchase or pay Compensation or Satisfaction for the same, and shall also pay and satisfy to all Parties who, during the Interval between the Time of the said Company entering upon any such Lands, shall have been entitled thereto, the Rents, Profits, or Interest of, or annual or other Payments due to, such Parties respectively, so far as the same may be recoverable in Law or Equity, as the Case may be, such Purchase Money, Compensation, or Satisfaction to be agreed on or awarded and paid in like Manner as, according to the Provisions in the said first-recited Act contained, the same respectively would have been agreed on or awarded and paid in case the said Company had purchased such Estate, Right, or Interest before their entering upon such Lands, or as near thereto as Circumstances will admit.

How Value of such Lands to be estimated.

XXVII. And be it further enacted, That in estimating any Compensation to be given for any such Land, or any Estate or Interest in the same, the Jury shall assess the same at such Price as they shall find to be the Value of such Land, Estate, or Interest, without regard to any Improvements or Works made thereon by the said Company.

Company to pay Costs of such Proceedings.

XXVIII. And be it further enacted, That in addition to the said Purchase Money, Compensation, or Satisfaction, and before the Company shall become absolutely entitled to any such Estate, Interest, or Charge, or to have the same merged or extinguished for their Benefit, the said Company shall, when the Rights to any such Estate, Interest, or Charge shall be disputed, pay the full Costs, Charges, and Expences of any Proceedings at Law or in Equity for the Recovery of the same to the Parties with whom any Litigation in respect thereof shall have taken place; and such Costs, Charges, and Expences shall, in case the same shall be disputed, be settled by the proper Officer of the Court in which such Litigation took place.

Expences of Counsel to be allowed in the Taxation of Costs.

XXIX. And be it further enacted, That in all Cases where the Verdict of a Jury summoned as by the said first-recited Act directed shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of the recited

Acts or this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers thereof, the reasonable Fees which may have been paid to Counsel for attending the Inquiry before such Jury by the Party with whom the said Company may be in dispute shall be paid by the said Company, and the Amount of such Fees shall be settled and determined by the Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Inquiry, in like Manner as the Costs of summoning such Jury and other Expences payable by the said Company, but upon the same Scale of Allowance as may for the Time being be adopted or allowed by the Taxing Officers of Her Majesty's Courts of Record at *Westminster*.

Expences of Title to be paid by the Company.

XXX. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this or the said recited Acts, or any Terms or Interests therein, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands, or any Term or Interest therein, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or, in case there should be any Dispute about the same, shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into the Possession of the Lands so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of the said Costs, Charges, and Expences to the said Company.

In case of Dispute, Costs to be taxed by the Court of Exchequer.

XXXI. And be it further enacted, That if the said Company and the said Party cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to one of the Masters of the said Court to be taxed in the usual Manner; and such Order shall be served on the Party aforesaid, who shall be at liberty to proceed under the same; and after Taxation of such Costs, Charges, and Expences it shall be lawful for the said Court to order and direct that the Amount at which the same shall be so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof,

thereof, or so much of the same as shall be payable by the said Company to the Person from whom such Lands shall have been so purchased or taken as herein-after mentioned, shall be paid to the Person aforesaid; and the said Money, so deposited as aforesaid, shall be applied, under the Direction of the said Court, towards the Payment thereof, so far as the same will extend: Provided always, that, except as hereafter mentioned, the said Company shall not be at liberty to enter into the Possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sums claimed in respect of the same in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The *Birmingham* and *Derby* Junction Railway Company," pursuant to the Method prescribed by the Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, for better securing Monies and Effects paid into the said Court, which Sums shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided nevertheless, that if the said Company shall be unable to procure such Order as aforesaid before entering upon any Lands purchased by them, by reason of the Court of Exchequer not being sitting at the Time, the said Company shall be desirous of entering upon the same, then it shall be lawful for the said Company to enter upon the said Lands before obtaining such Order, but in such Case their Right to continue on the said Lands shall cease after Fourteen Days from the next Meeting of the said Court until the said Company shall obtain such Order: Provided also, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expences shall be paid and borne by the Person from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid, and any Surplus shall be returned to the said Company on Application to the said Court in a summary Way.

Special Jury.

XXXII. And be it further enacted, That in all Cases of Controversy, where by the said first-recited Act or this Act a Jury is authorized or directed to be summoned, it shall be lawful for the said Company, or for the Person or Persons with whom any such Controversy shall arise, and they are hereby empowered, if they think proper so to do, to require the Sheriff or Under Sheriff of the County in which such Controversy is to be determined to summon the Party with whom such Controversy shall arise, or the said Company, to appear by himself or themselves, or his or their Attorney, before the said Sheriff or Under Sheriff, at such convenient Place and Time as such Sheriff or Under Sheriff shall appoint, for the Purpose of nominating a Special Jury between the said Parties, which Requisition to the said Sheriff or Under Sheriff shall be served on such Sheriff or Under Sheriff a reasonable Time before the Time appointed for taking the said Inquiry; and such Sheriff or his Under Sheriff shall and

and he is hereby required to produce or cause to be produced, at the Place and Time so appointed, the Jurors Book any Special Juries List, and the Numbers written on Parchment or Card, as specified and directed in and by the Statute made and passed in the Sixth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for consolidating and amending the Laws relative to Jurors and Juries*; and at the Place and Time so appointed the said Sheriff or his Under Sheriff, or some Person duly appointed by them or one of them, shall proceed to nominate or strike a Special Jury, in the Manner specified and authorized by the last-mentioned Act to be performed by the proper Officers of Her Majesty's Courts at *Westminster*; and the said Sheriff or Under Sheriff, or some Person duly appointed by them or either of them as aforesaid, shall, at some then future reasonable Time and Place to be appointed by him in that Behalf, proceed to reduce the said Special Jury, in the Manner used and accustomed to be performed by the proper Officers of the Superior Courts as aforesaid, of which last-mentioned Time and Place not less than Twenty-four Hours Notice in Writing shall be given by the Party requiring such Special Jury to be summoned to the said other Party; and the Special Jurymen to be summoned, impannelled, and returned by the said Sheriff or Under Sheriff shall be subject to all such and the same Fines and Penalties for Nonattendance, and to all such and the same Provisions as Jurymen are by the said recited Railway Act rendered subject to: Provided always, that nothing herein contained shall be construed to prevent the same Special Jury from trying any Number of Inquiries, so as the Parties to such Inquiries respectively, or their Attornies, shall have signified their Assent in Writing to the Nomination of such Special Jury for the Trial of their respective Inquiries, nor shall any Special Juryman be required to attend more than once in the same Year for the Trial of any Inquiries under this or the said recited Acts, or any of them: Provided also, that if a sufficient Number of Special Jurymen shall not attend at the Time and Place appointed for holding the Inquiry, the Sheriff, Under Sheriff, Coroner, or other Person presiding thereat shall, on the Request of either of the Parties to such Inquiry, add to the List of such Special Jury the Names of any By-standers qualified to act as Jurymen for the County in which the Inquiry is held; and all Persons shall have their lawful Challenges against the Jurymen so added; and the said Sheriff, Under Sheriff, Coroner, or other Person shall and may proceed in the said Inquiry with the Jurors so added, in like Manner as he might have done if all the Persons summoned to attend as Jurymen on such Inquiry had attended thereat.

6 G. 4. c. 50.

XXXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize or enable, nor shall it be lawful for the said *Birmingham* and *Derby* Junction Railway Company, or any other Company, or any Person or Persons, in execution or under colour or for the Purposes of this Act or of the said recited Acts, or any of them, to enter upon, appropriate, take, use, prejudice, or in any Manner howsoever interfere with or affect (either permanently or temporarily) any of the Lands, Buildings, Railways, Works, or Property of the Grand Junction Railway Company,

For Protection of the Grand Junction Railway.

pany, or in which they are interested (either as Owners or Occupiers, or otherwise), without the Consent in Writing of the said Grand Junction Railway Company for that Purpose first obtained under their Common Seal: Provided also, that nothing in this Act contained shall extend to take away, diminish, or prejudice any of the Rights, Privileges, Franchises, Powers, or Authorities of or vested in the Grand Junction Railway Company under or by virtue of the several Acts of Parliament incorporating and otherwise relating to the said Company, or otherwise howsoever.

The Birmingham and Derby Junction Railway Company to use the Archways under the Fourth and Fifth Arches of Lawley Street Viaduct.

XXXIV. And whereas the *London* and *Birmingham* Railway Company have erected a Viaduct on Arches to carry the *London* and *Birmingham* Railway over and across *Lawley Street* and the adjoining Lands in the Parish of *Aston-juxta-Birmingham* in the said County of *Warwick:* And whereas the *Birmingham* and *Derby* Junction Railway Company, in execution of the Powers of this Act, will require the Use of the Archway and Roads under the Fourth Arch and also under the Fifth Arch of the said Viaduct on the Eastern Side of *Lawley Street* aforesaid, for the Purposes of this Act; be it therefore enacted, That the said *Birmingham* and *Derby* Junction Railway Company shall be at liberty to make use of the said Archways and the Roads thereunder for any of the Purposes of this Act, and to make and construct under such Arches all necessary Works and Conveniences for the Purposes of this Act, and shall for ever hereafter enjoy and be entitled to the Use of the said Fourth and Fifth Archways of the said Viaduct, and any Land on either Side adjoining thereto; and the Control of the said Archways, and the Works to be from Time to Time constructed thereunder shall belong to and be vested in the said *Birmingham* and *Derby* Junction Railway Company, subject nevertheless to the Right of the said *London* and *Birmingham* Railway Company to pass under such Archways for the Purposes of their Railway and Works; and that, in consideration of the said Right of Road, the said *Birmingham* and *Derby* Junction Railway Company shall, from and after the said *Birmingham* and *Derby* Junction Railway Company shall begin to use the said Archways or either of them, reimburse the said *London* and *Birmingham* Railway Company all and every Expence of repairing and maintaining the said Arches or either of them, and the said *Birmingham* and *Derby* Junction Railway Company shall also pay and bear every Expence of repairing and keeping in repair the said Road or Works under the said Arches as aforesaid.

Providing Compensation for such Archways.

XXXV. And be it further enacted, That the said *Birmingham* and *Derby* Junction Railway Company shall pay to the said *London* and *Birmingham* Railway Company Compensation for the Right hereby conceded to the said *Birmingham* and *Derby* Junction Railway Company to use the said Archways, and also the Value of all other Rights of Road, Lands, and Property belonging to the said *London* and *Birmingham* Railway Company which the said *Birmingham* and *Derby* Junction Railway Company may take or use under the Powers of this Act, such Compensation to be respectively ascertained in the Manner provided for by this Act or the said recited Acts, in respect to other Property to be taken by the said last-

mentioned Company: Provided always, that in case the said *Birmingham* and *Derby* Junction Railway Company shall purchase or take the Road adjoining the Viaduct on the Northern Side thereof, and which Road is used as an Occupation Road by the *London* and *Birmingham* Railway Company and others, a Right shall nevertheless be retained by or reserved to the said *London* and *Birmingham* Railway Company to pass along the said Road, or other the Lands of the said *Birmingham* and *Derby* Junction Railway Company, from *Lawley Street* aforesaid, for the Purpose of inspecting, repairing, maintaining, using, and communicating with the said Fourth and Fifth Arches.

Reservation of Right of Road adjoining the Viaduct.

XXXVI. And be it further enacted, That in case the said *Birmingham* and *Derby* Junction Railway Company shall be desirous to rest or place any Portion of their intended Approach or Road to the *Birmingham* and *Gloucester* Railway on the Slope of the Embankment of the said *London* and *Birmingham* Railway, lying between the Eastern End of the said Viaduct and the *Birmingham* and *Gloucester* Railway, it shall be lawful for the said *Birmingham* and *Derby* Junction Railway Company so to do, provided the same be done under the Direction and Control of the said *London* and *Birmingham* Railway Company, and that Recompence be made to the said *London* and *Birmingham* Railway Company for any Portion of the said Embankment or Land taken for the Purpose, such Recompence, and the Amount thereof, to be ascertained in manner herein-before referred to.

As to Interference with the Embankment of the London and Birmingham Railway.

XXXVII. Provided also, and be it further enacted, That nothing herein contained shall extend or be construed to extend to authorize the *Birmingham* and *Derby* Junction Railway Company to take or use for this Act any Lands, Houses, Buildings, or Property of the said *London* and *Birmingham* Railway Company on the Western Side of *Lawley Street* aforesaid, nor shall the said *Birmingham* and *Derby* Junction Railway Company make any Junction of the *Birmingham* and *Derby* Junction Railway with the said *London* and *Birmingham* Railway at any Place or Point whatever, without the Consent of the said *London* and *Birmingham* Railway Company under the Common Seal of the said Company first had and obtained; and in case such Consent shall be obtained, then the using of any such Land, Houses, Buildings, or Property, and such Junction as aforesaid, shall be effected and made under the Directions and Control of the Engineer of the said *London* and *Birmingham* Railway Company.

Junction with the London and Birmingham Railway to be made with their Consent.

XXXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the *Birmingham* and *Derby* Junction Railway Company, or any other Person or Persons, or Company, in execution or under colour of this Act, to enter upon, take, prejudice, injure, or interfere (either permanently or temporarily) with any of the Buildings, Lands, Grounds, or Works belonging to the *London* and *Birmingham* Railway Company, now used for the Purposes of the said Railway, without the Consent of the said Company

Not to take the Land or Buildings, or interfere with with the Works of the London and Birmingham Railway Company.

pany under their Common Seal first obtained, save and except so far as is herein-before expressly authorized.

This Act not to prejudice any of the Rights of the London and Birmingham Railway Company.

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

Company restricted from taking certain Lands belonging to Messrs. E. and C. Robins without Consent.

XL. And whereas *Ebenezer Robins* of *Birmingham* aforesaid, Surveyor, is the Owner of certain Land on the Northern Side of the Grand Junction Railway Viaduct adjoining or contiguous to Land on the Southern Side of the same Viaduct, Part whereof belongs to the said *Ebenezer Robins*, and other Part thereof to the said *Ebenezer* and *Cornelius Robins*, Part of which last-mentioned Lands are proposed to be taken and used under the Powers of this Act for a Station and other Works for the said *Birmingham* and *Derby* Junction Railway, on which first-mentioned Land so belonging to the said *Ebenezer Robins*, divers Houses have been built, and Two Streets have been formed, one called *Saint James' Place*, and the other *Accommodation Road*, which Streets are continued under the Arches of the said Viaduct of the Grand Junction Railway, through and over the Land of the said *Ebenezer* and *Cornelius Robins*, so proposed to be taken and used by the said *Birmingham* and *Derby* Junction Railway Company for their Station and Works, one of which Streets, called *Porter's Close*, passes in a Direction nearly parallel to the said Grand Junction Railway Viaduct into *Lawley Street*, and the other crosses the Lands of the said *Ebenezer Robins* and *Cornelius Robins* under an Arch of the *London* and *Birmingham* Railway Viaduct into *Lawley Street* aforesaid on the Southern Side of the last-mentioned Viaduct: And whereas the said *Birmingham* and *Derby* Junction Railway Company do not intend to take for the Purposes of the said Station and Works the said Road called *Porter's Close*, but only to deviate the same, nor to take the Land lying between the said *Porter's Close* so deviated and the said Viaduct of the Grand Junction Railway without the Consent in Writing of the said *Ebenezer Robins* and *Cornelius Robins*, their Heirs or Assigns: And whereas Doubts may exist whether, by any of the Provisions of this Act or the said recited Act, Provision is made for awarding Compensation to the said *Ebenezer Robins* for any Injury he may sustain by virtue of the Interruption of his Means of Communication between *Saint James' Place* and *Accommodation Road* by a Road into *Lawley Street*, projected over the Lands of the said *Ebenezer Robins* and *Cornelius Robins*, through an Archway under the *London* and *Birmingham* Railway; be it therefore enacted, That it shall not be lawful for the said *Birmingham* and *Derby* Junction Railway Company, without the Consent in Writing of the said *Ebenezer Robins* and *Cornelius Robins*, their Heirs or Assigns, to take for the Purposes of the said Railway or this

this Act any Part of the said Street called *Porter's Close*, save as herein-after mentioned, in case the same Street shall be deviated as herein-after provided, nor to take for the Purposes of this Act and the said Railway any Portion of the Pieces of Land numbered Twenty-one and Twenty-two on the said Plan, which shall be between the said *Porter's Close* when so deviated and the said Grand Junction Railway Viaduct.

Limiting Deviation in passing through certain Lands belonging to Messrs E. and C. Robins.

XLI. And be it further enacted, That it shall not be lawful, without the written Consent of the said *Ebenezer Robins* and *Cornelius Robins*, their Heirs or Assigns, for the said Company to deviate the present Line of the said Street called *Porter's Close*, in that Part thereof which lies between *Lawley Street* and *Accommodation Road*, to a greater Extent northwardly than will leave Forty-five Feet at least between the Northern Side of the said Street called *Porter's Close*, when so deviated, and the said Grand Junction Railway Viaduct, and so that the said Street when deviated shall not be in any Part of less Width than the present Width thereof.

Compensation to be made to Messrs. E. and C. Robins under certain Circumstances.

XLII. And be it further enacted, That in case the said *Birmingham* and *Derby* Junction Railway Company shall, under the Power of this Act, take or use the said Land so proposed to be taken and used by them for the Purpose of a Station and other Works for their said Railway, so as to interfere with or interrupt certain other Roads or Streets laid out and projected across the same Land, and the free Passage on or through such Roads or Streets, that the said *Birmingham* and *Derby* Junction Railway Company shall make full Recompence and Satisfaction, as well to the said *Ebenezer Robins*, for all Injury and Prejudice which he or his Houses, Land, and Property lying between the said Grand Junction Railway Viaduct and *Vauxhall Lane* may sustain or be subject to, as also for all Injury and Prejudice which the Lands of the said *Ebenezer Robins* and *Cornelius Robins*, or either of them, lying on the Southern Side of the said Grand Junction Railway Viaduct, or the said *Ebenezer Robins* or *Cornelius Robins*, or either of them, may sustain or be subject to in consequence of such Interference or Interruption as aforesaid, or otherwise howsoever in the Execution of the Powers of this or the said recited Act, such Recompence and Compensation to be ascertained and settled by the Verdict of a Jury, if required, in manner provided for by the said recited Act in the Case of ordinary Damage to Land Owners.

As to Interference with the Embankment of the Birmingham and Gloucester Railway.

XLIII. And be it further enacted, That in case the said *Birmingham* and *Derby* Junction Railway Company shall be desirous to rest or place any Portion of their intended Approach or Road to the *Birmingham* and *Gloucester* Railway on the Slope of the Embankment of the same, it shall be lawful for the said *Birmingham* and *Derby* Junction Railway Company so to do, provided the same be done under the Direction and Control of the said *Birmingham* and *Gloucester* Railway Company, and that Recompence be made to the said *Birmingham* and *Gloucester* Railway Company for any Portion of the said Embankment or Land taken or used for the Purpose, such

such Recompence and the Amount thereof, to be ascertained in manner herein-before referred to.

Junction with the Birmingham and Gloucester Railway to be made under the Control of that Company.

XLIV. Provided also, and be it further enacted, That the Junction hereby authorized to be made with the said *Birmingham* and *Gloucester* Railway, and all such Openings in the Ledges or Flanches of the said *Birmingham* and *Gloucester* Railway as may be necessary or convenient for effecting such Junction, shall be made and effected under the Direction and Superintendence and subject to the Control of the Engineer for the Time being of the said *Birmingham* and *Gloucester* Railway Company, but at the Expence of the said *Birmingham* and *Derby* Junction Railway Company.

Situation of such Junction provided for.

XLV. Provided also, and be it further enacted, That it shall not be lawful for the said *Birmingham* and *Derby* Junction Railway Company to make any Junction of their said Railway with the said *Birmingham* and *Gloucester* Railway at any Spot which shall be distant more than Thirty Yards, measured at Right Angles, from the centre Line of the *London* and *Birmingham* Railway, without the Consent of the said *Birmingham* and *Gloucester* Railway Company under their Common Seal first had and obtained.

Not to take Land or Buildings, or interfere with the Works of the Birmingham and Gloucester Railway Company, without Consent.

XLVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the *Birmingham* and *Derby* Junction Railway Company, or any other Person or Persons, or Company, in execution or under colour of this Act, to enter upon, take, prejudice, or interfere (either permanently or temporally) with any of the Buildings, Lands, Grounds, or Works belonging to the said *Birmingham* and *Gloucester* Railway Company, now or hereafter to be used for the Purposes of the said Railway, without the Consent of the said Company under their Common Seal first obtained, save and except as herein-before expressly authorized.

This Act not to prejudice any of the Rights of the Birmingham and Gloucester Railway Company.

XLVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in the *Birmingham* and *Gloucester* Railway Company, in and by any Acts of Parliament now in force relating to the said Railway Company, or otherwise howsoever, except as is expressly authorized or enacted by this present Act.

Regulating the Mode of carrying the Railway over the intended Birmingham and Warwick Junction Canal.

XLVIII. And whereas the said Railway hereby authorized to be made will pass over the Line in which a Canal, to be called the *Birmingham* and *Warwick* Junction Canal, (for the making whereof a Bill is now pending in Parliament,) is proposed to be made, according to the Plans and Sections thereof deposited with the Clerk of the Peace for the said County of *Warwick*, and it is intended that the said Railway shall be carried over the said Canal by means of a Bridge or Archway, and the said Railway Company and the

Company promoting the Bill for making the said Canal are willing that the Enactments herein-after contained relating to the said Railway passing over the said Canal should be made hereby; be it therefore enacted, That, notwithstanding the Power of Deviation herein-before contained, the said Railway hereby authorized to be made shall pass over the said intended Canal, if the same shall be authorized by Parliament, by means of a Bridge or Archway to be constructed and maintained according to the Provisions herein-after contained, at the first Fence on the Northern Side of the Turnpike Road from *Birmingham* to *Coleshill*, which divides the Fields numbered Eighty-four and Eighty-five from the Field numbered Eighty-three on the Plans deposited by the said Railway Company with the said Clerk of the Peace as aforesaid, situate in the Township of *Saltley* in the Parish of *Aston-juxta-Birmingham* aforesaid, and at the Point marked Eight Feet Three Inches Embankment on the Section deposited by the said Company as aforesaid; and that no Deviation from the Line or Alteration of the Level described on the same Plans and Sections shall be made at the said Point without the express Consent of the said Canal Company or the Managing Committee thereof, and that the clear Width of the Bridge or Arch over the said Canal shall or may, if the said Canal Company shall require the same, be not less in any Part thereof than Twenty-two Feet, and that the clear Height or Headway above the Top-water Level of the said Canal shall or may, if the said Company shall require the same, be not less than Nine Feet in every Part of the said Bridge or Archway: Provided always, that the Top-water Level of the said Canal at the Point of Intersection herein-before mentioned shall be not less than Eighteen Inches below the present Surface of the Land at that Point: Provided also, that if the said Railway Company shall, in executing their Works, be enabled to pass over the said Canal at any other Point, and shall provide a Bridge or Arch of the like Dimensions and Capacity, and of the same clear Height or Headway above the Top-water Level of the said Canal as the same may be required to be made in manner herein mentioned, the said Railway Company shall be at liberty to make such Deviation, and shall pay to the said Canal Company all the Expences which the said Canal Company shall incur or be put unto, over and above the Expence which they would incur, as herein-after mentioned, in case no such Deviation shall be made.

As to Bridge over last-mentioned Canal.

XLIX. And be it further enacted, That if the making of the said Canal shall be authorized as aforesaid, the said Canal Company shall and they are hereby required, at their own Expence, to form, make, and complete, in a proper Manner, under the Inspection and to the Satisfaction of the principal Engineer for the Time being of the said Railway Company, a good, firm, and substantial Bridge or Archway over the said Canal or the proposed Line thereof, of such Form and Materials as shall be approved of by such Engineer, and of such Dimensions as to Height and Width as herein-before mentioned; but the same, when so completed as aforesaid, shall belong to and become the Property of the said Railway Company, who shall at all Times thereafter keep the same, and all future Bridges or Archways (if any) to be constructed in lieu thereof, equally firm and substantial, and all Walls

Walls and Constructions supporting or connected with the same in good and complete Repair, according to the Provisions herein-after contained.

This Act not to prejudice the Right of Canal Company to certain Land.

L. Provided always, and be it further enacted, That notwithstanding any of the Provisions in this Act contained it shall and may be lawful for the said *Birmingham* and *Warwick* Junction Canal Company to purchase and hold, under the Provisions of the said Bill now pending as aforesaid, if the same shall pass into a Law, so much or such Part of the Pieces or Parcels of Land situate in the Township of *Saltley* and *Washwood* aforesaid which are numbered Sixty and Sixty-two on the said Plans of the said Railway Company so deposited with the Clerk of the Peace as aforesaid as shall be required by the said Canal Company for the Line of the said Canal; and that it shall and may be lawful for the said Canal Company to make and maintain the said Canal through, over, and along the said Pieces or Parcel of Land as if this Act had not been made and passed, any thing to the contrary thereof herein-before contained notwithstanding.

Railway Company may make the Railway, or a Branch therefrom, across the Canal in the Lands aforesaid.

LI. Provided always, and be it further enacted, That it shall be lawful for the said Railway Company to carry or construct the said Railway, or a Branch therefrom, over the said Canal in the said Pieces or Parcels of Land numbered Sixty and Sixty-two on the said Plans, by means of a Bridge or Archway, which shall be constructed and built by the said Railway Company with Bricks, Stone, or Iron, and of such Form as shall be approved of by the Engineer for the Time being of the said Canal Company, in a good, firm, and substantial Manner, at the Expence of the said Railway Company; and that such Bridge or Archway shall not exceed Forty Feet in Length along or over the said Canal, and shall not be less than Sixteen Feet in Height from the Top-water Level of the said Canal to the Soffit of the Arch of the said Bridge or Archway, and not less than Twenty-four Feet in Width; and that the said Railway Company shall at all Times hereafter keep the same, and all future Bridges or Archways (if any) to be constructed in lieu thereof, equally firm and substantial, and all Walls and Constructions supporting or connected with the same in good and complete Repair, according to the Provisions next herein-after contained.

Providing for Repair of Bridges.

LII. And be it further enacted, That in case of any Want of Repair to any or either of such Bridges or Archways herein-before mentioned, and Notice thereof being given by the Clerk or other authorized Agent of the said Canal Company to the said Railway Company, or their Clerk, if the said Railway Company shall not, for the Space of Five Days after such Notice, commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Canal Company from Time to Time to make all such Repairs as shall be necessary, in such Manner as they shall think proper, and all the Expences thereof shall be repaid by the said Railway Company to the said Canal Company, upon Demand; and in case of default of such Payment, any Two or more of Her Majesty's Justices of the Peace for the

the said County of *Warwick* shall and they are hereby required, on Application by the said Canal Company, or their Clerk or authorized Agent, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expences, which shall be settled and allowed by such Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Canal Company, their Agent or Clerk, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or otherwise the said Canal Company shall and may sue for and recover the same against the said Railway Company by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Power to raise a further Sum of Money.

LIII. And whereas the said *Birmingham* and *Derby* Junction Railway Company have proceeded to carry into effect the Undertaking authorized by the said first-recited Act, and have made considerable Progress therein, and the greater Portion of the same, namely, from the Junction with the *London* and *Birmingham* Railway in the Parish of *Hampton-in-Arden* in the County of *Warwick* to the Parish of *Nether Whitacre* in the same County (being the Branch authorized by the said first-recited Act), and thence to the Town of *Derby*, being a Portion of the Main Line of the said Railway, is now open to and used by the Public; and the said Company have therein expended a large Proportion of the Capital authorized to be raised by the first-recited Act, and they find that such Capital will be insufficient to carry into effect the Purposes of the said recited Acts and this Act; and it is therefore expedient that the said Company should be authorized to raise a further Sum of Money; be it therefore enacted, That it shall be lawful for the said Company and they are hereby empowered, from Time to Time, by an Order of any General or Special General Meeting of the said Company, to raise by Contribution among themselves, or by the Admission of other Persons as Subscribers to the Undertaking, or in part by each of those Means, and upon such Terms and Conditions as may be determined on at any such Meeting, such Sum or Sums of Money as they shall from Time to Time think expedient, not exceeding in the whole the Sum of One hundred and seventy thousand Pounds, in addition to the Monies authorized to be raised and borrowed by the said first-recited Act; and the Monies so to be raised from Time to Time by Subscription shall be divided into distinct and integral Shares, of such Amount, and shall be appropriated and disposed of in such Manner, and by such Ways and Means, as by the Order of any such Meeting shall be fixed and determined; and all such new Shares shall be deemed Personal Estate, and shall be transmissible and transferable as such in the Manner provided and directed by the said first-recited Act in respect of the original Shares in the said Undertaking; and all Persons and Corporations who shall become entitled to any such new Share or Shares, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby declared to be Owners and Proprietors of Stock in the said Undertaking, and to be interested therein, and entitled to Dividends and Profits, and to vote in respect thereof in proportion to the Amount

of such new Share or Shares, as beneficially to all Intents and Purposes as the Proprietors of original Shares in the said Undertaking; and to such new Shares, and the Proprietors thereof, shall apply all the Powers to make Calls, and charge Interest thereon, to sue for Calls and Interest, to declare forfeited and to sell Shares in case of Nonpayment of Calls, and all other the Powers, Provisoes, Indemnities, Remedies, Clauses, Matters, and Things contained in the said recited Acts or either of them, with reference to the original Shares in the said Undertaking and the Proprietors thereof, except as to the Time of making Calls for the said new Shares, and the Amount of such Calls, (which Calls the Directors of the said Company are hereby empowered to appoint to be of such Amount and payable at such Times as they may think fit,) and save so far as any other of such Powers, Provisoes, Indemnities, Remedies, Clauses, Matters, or Things are herby expressly varied or altered; and the several Proprietors of such new Shares are hereby and shall be united to and incorporated with the said *Birmingham* and *Derby* Junction Railway Company: Provided nevertheless, that the Proprietors of such new Shares shall only be entitled to Dividends or Profits in respect thereof in proportion to the Amount which shall have been actually paid upon such Shares at the Time of declaring such Dividends respectively, unless otherwise directed at any Time by an Order of any General or Special General Meeting of the said Company: Provided also, that the Proprietors of such new Shares shall be entitled only to such Number of Votes in respect thereof as the Amount of Stock represented by such Shares would have entitled them to had they been original Shareholders in the said Undertaking; and no Proprietor shall be entitled to any Vote unless possessed of some Share or Shares representing One hundred Pounds at least of the Capital Stock of the said Company.

Power to raise Money on Mortgage.

LIV. And be it further enacted, That when and so soon as the whole Sum of One hundred and seventy thousand Pounds shall have been subscribed in the Manner required by the said first-recited Act with regard to the Capital thereby authorized to be raised, and One Half of the Money authorized by this Act and the said recited Acts to be raised by Subscription as aforesaid shall have been paid up, it shall be lawful for the said Company, by Order from Time to Time of any General or Special Meeting of the said Company, to borrow and to take up at Interest, in addition to the Sum which they are by this Act authorized to raise by Subscription as aforesaid, any Sum or Sums of Money not exceeding in Amount in the whole, exclusive of the Sum by the said recited Acts authorized to be borrowed, the Sum of Fifty-six thousand six hundred and sixty-six Pounds, and to secure the Repayment of the Monies to be borrowed under the Authority of this Act, with Interest, in like Manner as the Sum authorized to be raised by Mortgage by the said recited Acts, but subject and without Prejudice to any Mortgage made or to be made pursuant to the said recited Acts, and to the prior Right of Payment of the Holder of every such last-mentioned Mortgage; and all the Powers, Authorities, Provisions, Restrictions, Clauses, Matters, and Things contained in the said first-recited Act with regard to the Money thereby authorized to be raised shall extend and be con-

strued to extend to the Money hereby authorized to be raised, and to the Shares to be issued, and to the Securities to be granted or executed in respect of or for securing the same, or any Part thereof, and the Transfer of such Shares or Securities, and the Proprietors and Holders thereof, their Successors, Executors, Administrators, and Assigns: Provided always, that such Securities, and the Dividends and Interest to arise thereupon, shall not be transferrable, unless by Instrument duly stamped, in which the Consideration for such Transfer shall be stated.

Power to raise Money by Subscription, in lieu of or to pay off Mortgages.

LV. And be it further enacted, That it shall be lawful for the said Company, if they shall think fit, and they are hereby empowered, by Order from Time to Time of any General or Special General Meeting of the said Company, to raise by Contribution among themselves, or by Admission of other Persons as Subscribers to the Undertaking, or in part by each of those Means, such Sum or Sums of Money as shall be sufficient for paying off and discharging the Whole or any Part of the Monies which they may have borrowed by virtue of this or the said first-recited Act, or either of them, from Time to Time; and the Money so to be raised from Time to Time by Subscription shall be divided into distinct and integral Shares, and shall be appropriated and disposed of in such Manner and by such Ways and Means as by the Order of any such Meeting shall be determined; and all Provisions herein-before contained with regard to the Money by this Act before authorized to be raised by Subscription, and to the Shares to be issued in respect thereof, and to the Holders of such Shares, shall apply to the said Shares so to be raised as last aforesaid.

In case Securities paid off, the Company may raise the Amount again.

LVI. And be it further enacted, That in case the said Company (having borrowed the Sums of Money which by this or the said first-recited Act or either of them they are authorized to borrow, or any Part thereof,) shall pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company, immediately, or at any Time or Times thereafter, again to raise, either by the Issue of fresh Mortgages, or by the Creation of new Shares, in manner herein-before directed, in lieu of any Principal Money so paid off, the Whole or any Part or Parts of such Sum or Sums of Money as they shall from Time to Time have paid off, and so from Time to Time as often as the same shall happen.

Power to pay Subscription in advance; Interest to be paid on the Amount in advance.

LVII. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Persons as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting, over and above the Amount (if any) actually paid in respect of such Shares, to make up the full Sum of One hundred Pounds in respect of such Share, or to make up the full Amount of such other Sum as may be the Amount of such Share; and

and the said Company shall and they are hereby required to pay Interest, at such Rate, not exceeding the Rate of Five Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

As to the Number of Directors;

LVIII. And whereas by the said first-recited Act it is provided that there shall be Twelve Directors of the said Railway thereby authorized; and it is further provided, that when and so often as any Director of the said Company shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation, as therein provided, it should be lawful for the remaining Directors, if they should think proper so to do, to elect some other Proprietor, duly qualified, to be a Director in lieu of the Person so ceasing to be a Director as aforesaid; be it enacted, That when, by Death or Resignation, or any other Cause than that of going out by Ballot or Rotation as aforesaid, the Number of Directors shall at any Time be reduced below Twelve, (and so often as the same shall happen,) it shall not be necessary for the remaining Directors, nor for the General Meeting of the said Company at which, under the Provisions of the said recited Act, the Vacancy so occasioned would otherwise have been filled up, to proceed to fill up such Vacancy, if it shall appear to such General Meeting that it is inexpedient to fill up the same, and such General Meeting shall come to a Resolution to that Effect; but in that Case, and when and so often as the same shall happen, the Number of Directors of the said Company shall be and remain reduced accordingly, and all the Acts of the said Directors, when so reduced in Number, shall, to all Intents and Purposes, be valid and effectual as if the Number of the said Directors had not been reduced.

and the Mode of going out of Office.

LIX. Provided, and be it further enacted, That in case of any such Reduction of the Number of Directors the Number to go out of Office by Rotation at the annual Meeting in the Month of *August* (or within Twenty Days of the Second Week of such Month) shall be as follows; namely, if the total Number of Directors shall be Ten or more, the Number to go out by Rotation shall be Three; if the total Number shall be Eight or Nine, the Number to go out by Rotation shall be Two; and in case (with reference to the Provision that the Directors who have been longest in Office shall go out) any Difficulty shall arise from the Alteration in the total Number of the Directors, then it shall be determined by the whole of the said Directors, by Lot among themselves, which of the said Directors whose Turn it would have been to go out by Rotation shall go out of Office; provided that at no Time shall the whole Number of Directors be reduced under the Provisions herein-before contained to a less Number than Eight.

LX. And

Authorizing Ecclesiastical Persons to hold Shares.

LX. And be it further enacted, so as to operate retrospectively as well as prospectively, That any Clerk, Clergyman, or Ecclesiastical Person whatever is and has been and shall be legally competent to, and can or may purchase, hold, or enjoy, and dispose of, any Share or Shares already or hereafter to be created in the said Company, or the Capital Stock and Profits thereof, in like Manner and subject to the same Conditions as any other Body or Person is by this or the said recited Acts authorized, and without being liable to any Penalty or Forfeiture or other Consequence by reason thereof, and the said Company may sue and be sued, and enjoy the same Privileges and Immunities, as they are or would be entitled to if no such Clerk, Clergyman, or Ecclesiastical Person was or had been a Shareholder in the said Undertaking, any Law, Statute, Usage, or Custom to the contrary thereof notwithstanding.

Company to keep separate Accounts of Tolls and Charges, to be open to the Inspection of Overseers of Poor.

LXI. And be it enacted, That the Company shall keep an Account of all Tolls received by them, showing the gross Amount of the Receipts in respect of such Tolls received in each and every Month, and the total Amounts received at the End of every Calendar Month in each Year; and if the Company carry for their own Benefit any Passengers, Cattle, or other Animals, Goods, Wares, Merchandize, Articles, Matters, or Things, they shall keep a separate Account, showing the Amount of Tolls or Sums received, or which would have been received, by the Company, in each and every Month, and at the End of every Calendar Month in each Year, in respect of such Passengers, Cattle, or other Animals, Goods, Wares, Merchandize, Articles, Matters, or Things, if the same had been carried by any other Party, and the Amount of Tolls or Sums which shall have been actually received by the Company for the Carriage of the same; and during the first Fourteen Days of *February* and *August* in each Year the Overseers of the Poor of every Parish through which the Railway shall pass may inspect such Accounts; and if the Company fail to keep such Accounts, or to permit the Inspection thereof, they shall forfeit to each Overseer who shall demand such Accounts, or either of them, and who shall be refused the Inspection of the same, or either of them, for every Failure to keep such Accounts, One hundred Pounds, and for every Day during which the Failure to permit such Inspection may continue the Sum of Ten Pounds *per* Day; and such Penalties shall be recoverable by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*, and shall be applied for the Benefit of the Poor of the Parish within which any such Failure shall occur.

Toll Boards to be primâ facie Evidence of Tolls.

LXII. Provided always, and be it further enacted, That for the Purposes of the Account herein-before required to be kept the Toll Boards, which by the said first-recited Act the said Company are required to put up and maintain, shall be *primâ facie* Evidence that the Tolls thereby appointed to be taken would have been the Amounts received by the Company in case the said Passengers, Cattle, Animals, Goods, Wares, Merchandize, Articles, Matters, and Things had been carried by any other Party.

Rates of Carriage to be charged equally.

LXIII. And be it further enacted, That the Charges by the said first-recited Act authorized to be made for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally and after the same Rate *per* Mile, or *per* Ton *per* Mile, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine, passing on the same Portion of the Line only, and under the same Circumstances; and no Reduction or Advance in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made either directly or indirectly in favour of or against any particular Company or Person travelling upon or using the same Portion of the said Railway only, and under the same Circumstances as aforesaid.

Annual Account to be made up, and a Copy transmitted to the Clerk of the Peace.

LXIV. And be it further enacted, That the said Company shall and they are hereby required, in each and every Year, to cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of this or the said recited Acts for the Year ending on the Thirtieth Day of *June* or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Secretary or Clerk for the Time being of the said Company, and shall transmit a Copy of the said Account free of Charge to the Clerks of the Peace for the several Counties through which the said Railway will pass on or before the First Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit, or cause to be prepared and transmitted, such Accounts as aforesaid, they shall forfeit and pay for every such Omission or Neglect the Sum of Twenty Pounds.

Bye Laws to be confirmed.

LXV. And be it further enacted, That no Bye Law which the said Company may have heretofore made under the Authority of the said first-recited Act, (except such as may relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants,) shall be valid or binding for a longer Period than Six Months from the passing of this Act; nor shall any Bye Law, except as aforesaid, which shall hereafter be made by the said Company, be valid or binding unless the same shall be allowed by some Judge of One of Her Majesty's Courts of Record at *Westminster*, or by the Justices assembled at some General or Quarter Sessions of the Peace of the Counties of *Warwick*, *Worcester*, *Stafford*, or *Derby*, or One of them, which said Justices are hereby authorized and required, on the Request of the said Company, to examine into the Bye Laws which may be tendered to them for that Purpose by the said Company, and to allow of or disallow the same, as to them may seem meet; and all Penalties

which may be imposed by virtue of any such Bye Laws shall be so framed as to allow the Justice or Justices before whom the same may be sought to be recovered to order the Whole or any Part of such Penalties to be paid: Provided always, that no such Bye Laws shall be confirmed unless Notice of the Intention to apply for a Confirmation of the same shall have been given in One or more Newspapers of each of the Counties through which the said Railway may pass One Month at least before the hearing of such Application; and any Party aggrieved by any such Bye Law, on giving Notice of the Nature of his Objection to the said Company Ten Days before the Hearing of such Application, may, by himself, his Counsel or Agents, be heard thereon, but not so as to allow more than One Party to be heard upon the same Nature of Objection.

For preventing Frauds on the Carriers on the Railway.

LXVI. And be it further enacted, That if any Person who has (personally or by some other Party) at any Time taken a Place or Seat, or paid the Fare, or been booked for the Purpose of being carried in, upon, or by any of the Coaches or Carriages of the said Company, or of any other Company or Person using the said Railway, from one Place to another Place, shall knowingly and wilfully refuse or neglect to quit such Coach or Carriage on arriving at the Point to which he has paid his Fare or been booked or taken his Place or Seat, or shall knowingly and wilfully ride and proceed or attempt to ride or proceed on the said Railway in the same or in any other Coach or Carriage to a Place more distant than that to which he shall have so taken a Place or Seat or paid the Fare or been booked, without previously paying or tendering to the said Company, or other Company or Person as aforesaid, the additional Fare or Price of Carriage to such more distant Place, or if any Person shall at any Time hereafter knowingly and wilfully ride or be in any of the said Company's Coaches or Carriages, or in any Coaches or Carriages belonging to any other Company or Person using the said Railway, without having previously paid or tendered to the said Company, or other Company or Person aforesaid, his Fare, or the Charge for his Carriage, every such Person shall forfeit and pay any Sum not exceeding Forty Shillings, with Costs, to be recovered and applied in the same Way as any other Penalty or Forfeiture under the said recited Acts or either of them.

Repealing Clause as to Limitation of Actions.

LXVII. And whereas it is by the said first-recited Act enacted, that no Action, Suit, or Information, nor any other Proceeding, of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of the said Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under the said Act, unless Twenty Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or, in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, or

Information

Information shall be laid or brought in the County, City, or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give the said Act and the special Matter in Evidence, upon any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of the said Act; and if they shall appear to have been so done, or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as therein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding, after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases: And whereas it is expedient that the said Provisions, so far as the same may confer any special Privilege or Advantage on the said Company which without such Provisions they would not enjoy, should be repealed; be it therefore enacted, That the said Provisions shall be and the same are hereby declared to be repealed: Provided always, that nothing herein contained shall extend or be held to revive any Claim already barred by the Operation of the Enactment hereby repealed.

Rules for the Interpretation of this Act.

LXVIII. And be it further enacted, That whenever in this Act or in the said recited Acts, or either of them, any Word or Words is or are used importing the Singular Number only, the same shall be understood to include the several Matters as well as one Matter, and several Persons as well as one Person; and the Word "Corporation" shall be understood to include a Body or Bodies Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and any Word or Words importing the Masculine Gender only shall be understood to include Females as well as Males; and the Word "Lands" shall be understood to include Messuages, Tenements, and Hereditaments as well as Lands; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction; and the Word "Railway," where used without any other Words which necessarily define its Meaning otherwise, shall be understood to mean the *Birmingham* and *Derby* Junction Railway and the Works thereof.

This and recited Acts to be subject to the Provisions of any general Act.

LXIX. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this and the said recited Acts authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Expences of Act.

LXX. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any

any way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised and received, or out of the first Money to be raised or received by virtue of this and the said recited Acts or any of them.

LXXI. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others. Public Act.

The SCHEDULE to which the foregoing Act refers.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
COUNTY OF WARWICK.			
Parish of Auston-juxta-Birmingham.			
Township of Duddeston and Nechells.			
London and Birmingham Railway and Works, Embankment, and Arches.	London and Birmingham Railway Company.	- - -	London and Birmingham Railway Company and Francis Copeland.
Land used as a Timber Yard.	Ditto - -	- - -	Ditto.
House and Shop - -	London and Birmingham Railway Company.	- - -	Samuel Joyce.
House - - -	Ditto - -	- - -	Ann Tomes.
House - - -	Ditto - -	- - -	George Burns.
House - - -	Ditto - -	- - -	Francis Perry.
House - - -	Ditto - -	- - -	William Cotton.
House - - -	Ditto - -	- - -	John Hall.
House and Garden Land	William Flavell and Mark Rollason, Trustees under the Will of the late William Burr.	- - -	Joseph Dixon.
House, Brewhouse, Outbuildings, and Skittle Alley.	Joseph Walters - -	- - -	Henry Millward.
House - - -	Ditto - -	- - -	Joseph Walters.
House - - -	Ditto - -	- - -	Edward Bradley.
House - - -	Ditto - -	- - -	John Fletcher.
House - - -	Ditto - -	- - -	John Hatton.
House - - -	Ditto - -	- - -	Richard Woodcock.
House - - -	Ditto - -	- - -	William Rose.
House - - -	Ditto - -	- - -	Edward Rose.
House, formerly Cowshed.	Ditto - -	- - -	Hart Bradley.
House - - -	Ditto - -	- - -	Joseph Giles.
Shops and Land - -	London and Birmingham Railway Company.	- - -	London and Birmingham Railway Company and Francis Copeland.
House and Shop - -	Ebenezer Robins and Cornelius Robins.	John Spicer - -	Richard Hinton.
House - - -	Ditto - -	Ditto - -	James Daniel.
House - - -	Ditto - -	Ditto - -	Samuel Franks.
House - - -	Ditto - -	Ditto - -	John Middleton.
House - - -	Ditto - -	Ditto - -	Nathaniel Payton.
House - - -	Ditto - -	Ditto - -	William West.
House - - -	Ditto - -	Ditto - -	John Young
Shops - - -	Ditto - -	Ditto - -	William Ashford.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Malthouse, Stable, and Yard.	Ebenezer Robins and Cornelius Robins -	John Spicer - -	Void.
House - - -	Ditto - -	Ditto - -	Thomas Swinney.
House - - -	Ditto - -	Ditto - -	William Stevens.
House - - -	Ditto - -	Ditto - -	James Bardell.
House - - -	Ditto - -	Ditto - -	Charles Timbs.
House - - -	Ditto - -	Ditto - -	Void.
House, Shop, and Garden	Ditto - -	- - -	Daniel Stokes.
House and Garden -	Ditto - -	- - -	John Chase.
House and Garden -	Ditto - -	- - -	William Incell.
House and Garden -	Ditto - -	- - -	Thomas Owen.
House and Garden -	Ditto - -	- - -	Jacob Allen.
House and Garden, Brew-house, and Skittle Alley.	Ditto - -	- - -	Thomas Bunn.
House and Land -	Ditto - -	- - -	John Evans.
House and Garden -	Ditto - -	- - -	Augustus Padmore.
House and Garden -	Ditto - -	- - -	Edwin Barber.
House and Garden -	Ditto - -	- - -	Joseph Brown.
House, Steam Engine, Mill, Shops, Yards, &c.	Ditto - -	Benjamin Mucklow	Benjamin Mucklow.
House and Yard -	Ditto - -	Ditto - -	Josiah Marshall.
Shops - - -	Ditto - -	Ditto - -	John Mucklow.
Meadow and Cow-houses	Jane Mills - -	- - -	Jane Mills.
Garden and Summer-house.	Benjamin Steedman -	- - -	James Tolley.
Ditto - ditto -	Ditto - -	- - -	Charles Horton.
Ditto - ditto -	Ditto - -	- - -	John Lycett.
Ditto - ditto -	Ditto - -	- - -	James Godfrey.
Garden - - -	Ditto - -	- - -	Benjamin Marsh.
Garden and Summer-house.	Ditto - -	- - -	John Green.
Garden - - -	Ditto - -	- - -	Ditto.
Garden and Summer-house.	Ditto - -	- - -	Richard Cope.
Garden and Summer-house.	Benjamin Steedman -	- - -	Thomas Price.
Ditto - ditto -	Ditto - -	- - -	Charles Ward.
Garden - - -	Ditto - -	- - -	Joseph Evans.
Garden and Summer-house.	Ditto - -	- - -	William Spratt.
Ditto - ditto -	Ditto - -	- - -	Thomas Nicholls.
Ditto - ditto -	Ditto - -	- - -	John Butler.
Garden - - -	Ditto - -	- - -	John Hobday.
Garden Roads to the above.	Ditto.	—	—
Nursery Gardens, Summer-house, and Watercourse.	Samuel Tertius Galton -	George Bailey -	George Bailey.
Garden - - -	Ditto - -	John Evans -	John Evans.
Ozier Bed or Garden Land	Ditto - -	- - -	Thomas Lewis.
Bridge over River Rea -	Bridgemaster of the County of Warwick.	—	—

Township of Bordesley.

London and Birmingham Railway, Embankment, Viaduct, and Works.	London and Birmingham Railway Company.	- - -	London and Birmingham Railway Company.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
	Township of Saltley and Washwood.		
London and Birmingham Railway, Embankment, and Works.	London and Birmingham Railway Company.	- - -	London and Birmingham Railway Company.
Mill Pool - -	Samuel Tertius Galton -	William Edwards -	William Edwards.
Meadow and Garden -	Samuel Tertius Galton -	- - -	William Elcocks.
House, Wire-mill, Buildings, Yards, Garden, Watercourses, and Premises.	Samuel Tertius Galton -	William Edwards -	William Edwards.
Stable - - -	William Hanson -	- - -	William Hanson.
House and Garden -	John Chambers and Wife	- - -	John Wynn.
House and Garden -	Charles Bowyer Adderley.	Joseph Gaskin -	William Bradshaw.
House and Garden -	Ditto - -	Ditto - -	John Gadd.
House and Garden -	Ditto - -	Ditto - -	Void.
Part of Garden - -	Ditto - -	- - -	George Goldingay.
Toll House and Garden -	Trustees of the Turnpike Road from Birmingham to Coleshill.	- - -	Ditto.
Public House called the Adderley Arms, Stable, Outbuildings, Yards, Garden, and Premises.	Charles Bowyer Adderley.	- - -	Henry Brown.
Pinfold - - -	Lords of the Manor.	—	—
Public House called Shepherd and Shepherdess, Stable, Outbuildings, and Premises.	Thomas Brown and Ann Brown.	- - -	John Grundy.
House - - -	John Hawkesford, Dovey Hawkesford, and Thomas Midlam.	- - -	George Poole.
House, Yard, and Brewhouse.	Ditto - -	- - -	Mary Jackson.
Ditto - ditto -	Ditto - -	- - -	Maria Smith.
Ditto - ditto -	Ditto - -	- - -	Thomas Haden.
Ditto - ditto -	Ditto - -	- - -	John Chambers.
Ditto - ditto -	Ditto - -	- - -	John Liney.
Ditto, with Shops and Pig-stye.	Ditto - -	- - -	Henry Braylee.
Ditto - ditto -	Ditto - -	- - -	Susanna Dowler.
House and Garden -	Thomas Corfield -	- - -	Cain Coleman. / Charles Grimley.
Ditto - ditto -	Ditto - -	- - -	William Coleman.
Ditto - ditto -	Ditto - -	- - -	Charles Powell.
Ditto, Shops, and Sawpits.	Ditto - -	- - -	William Bradley.
House, Garden, Shop, and Yard.	Ditto - -	- - -	Abraham Foden.
House and Garden -	Ditto - -	- - -	John Fitzgerald.
Ditto - ditto -	Ditto - -	- - -	William Archer.
Ditto - ditto -	Ditto - -	- - -	Mary Whitmore.
Ditto - ditto -	Ditto - -	- - -	Joseph Allen.
House - - -	William Hanson -	- - -	William Hanson.
Ditto - - -	Ditto - -	- - -	Jane Baylis.
Ditto - - -	Ditto - -	- - -	Void.
House, Stable, Cowhouse, Buildings, Yards, and Garden.	Thomas Edwards -	- - -	Ann Cole.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Garden - - -	John Chattaway -	- - -	Thomas Cox.
House and Garden -	Ditto - -	John Edwards -	William Vesey.
Ditto - ditto -	Ditto - -	Ditto - -	Henry Tysall.
Ditto - ditto -	Ditto - -	Ditto - -	James Muirhead.
Ditto - ditto -	Ditto - -	Ditto - -	Samuel Birch.
Ditto - ditto -	Ditto - -	Ditto - -	George Hall.
Ditto - ditto -	Ditto - -	Ditto - -	Thomas Horton.
Meadow and Shed -	Charles Wilks Waldron	- - -	Charles Wilkes Waldron.
House and Garden -	Joseph Line - -	- - -	Phœbe Biddle.
Ditto - ditto -	Ditto - -	- - -	William Stanley.
Ditto - ditto -	Ditto - -	- - -	Thomas Burton.
Ditto - ditto -	Ditto - -	- - -	Charles Reeves.
Ditto - ditto -	Ditto - -	- - -	Ann Reeves.
Ditto and Cow-house -	Ditto - -	- - -	Joseph Ford.
Pasture - - -	Ditto - -	- - -	Ditto.
Cart-house - -	Ditto - -	- - -	Joseph Line.
House, Garden, and Hovel.	Ditto - -	- - -	William Coley.
House and Garden -	Ditto - -	- - -	Void.
Arable, Brick-kiln, and Sheds.	Thomas Hutton -	- - -	Joseph Line.
Meadow and Cow-house	Ditto - -	- - -	Charles Burton.
Township of Erdington.			
House and Garden -	James Birch - -	George Wilmot and James Evans.	Mary Greenway.
Ditto - ditto -	Ditto - -	Ditto - -	Joseph Mewis.
Meadow and Hovel -	Walter Henry Bracebridge.	William Wheelwright.	Thomas Dowler.
Meadow and Hovel and Footway.	Joseph Brettell - -	- - -	Richard Fowler.
Bridge over the River Tame.	Bridgemaster of the County.	—	—
Township of Castle Bromwich.			
Bridge over the River Tame.	Bridgemaster of the County.	—	—
Orchard, Pasture, and Hovel.	Earl of Bradford -	- - -	William Asbury.
Wood.	Ditto - -	-	Earl of Bradford.
Meadow, Cow-houses, and Sheds.	Charles Bowyer Adderley.	- - -	Richard Gibson.
Township of Water Orton.			
Wood - - -	William Henry Bowen Jordan Wilson.	- - -	William Henry Bowen Jordan Wilson.
Ozier Bed - -	William Jenkins -	- - -	William Jenkins.
Arable, Wood, Pit, and Footway.	William Henry Bowen Jordan Wilson.	- - -	Thomas Wakefield.
Blacksmith's Shop and Yard.	William Jenkins - -	- - -	John Williams.
House, Barn, Stable, Cowhouses, Hovels, Buildings, Yards, Garden, and Orchard.	Rev. John Riland and Miss Lucy Riland.	- - -	Francis Wood.
House, Barn, Stable, Cowhouses, Hovels, Buildings, Yards, Garden, and Orchard.	William Jenkins -	- - -	James Brookhouse.
Garden - - -	Ditto - -	- - -	Ditto.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
House, Stable, Cow-house, Buildings, Yards, and Garden.	Jane Hargreave, Elizabeth Hargreave, Julia Hargreave, and Frances Hargreave.	- - -	Jane Hargreave, Elizabeth Hargreave, Julia Hargreave, and Frances Hargreave.
House, Barn, Stable, Cow-house, Hovels, Piggery, Buildings, Yards, and Garden.	William Henry Bowen Jordan Wilson.	- - -	Thomas Wakefield.
House - - -	Ditto - -	- - -	Benjamin Spooner.
House, Stable, Cow-houses, Piggery, Buildings, Yards, and Garden.	Abraham Hargreave -	- - -	Abraham Hargreave.
Pasture and Plantation -	Ditto - -	- - -	Ditto.
House, Stable, Cow-house, Piggery, Buildings, Yard, and Garden.	Mary Short - -	- - -	Mary Short.
House and Garden -	Elizabeth Trueman -	- - -	Joseph Trueman, William Trueman.
House, Piggery, and Garden.	William Jenkins -	- - -	John Williams.
Pasture, Hovel, and Footway.	Thomas Wakefield -	- - -	Thomas Wakefield.
Ditto - ditto -	Ditto - -	- - -	Ditto.
Pasture and Hovel -	Ditto - -	- - -	Ditto.
Wood and Footway -	John Heape - -	- - -	John Heape.
Arable and Hovel -	John Lyndon and Elizabeth his Wife.	- - -	William Day.
House, Buildings, and Garden.	Mary Short - -	- - -	Ditto.
Pasture and Hovel -	Ditto - -	- - -	Ditto.
Arable and Hovel -	Ditto - -	- - -	Ditto.
House, Cow-house, Stable, Buildings, Hovel, Piggery, Garden, and Yards.	John Brookes - -	- - -	John Brookes.
House, Buildings, Yards, Garden, and Toll Gate.	Trustees of the Lichfield Turnpike Road.	- - -	Ann Groom.
Arable, Barn, and Yard -	Earl Digby - -	- - -	Thomas Lander.
Garden - - -	Ditto - -	- - -	Albert Horton.

Parish of Curdworth.

Township of Berwood.

Bridge over River Tame	Bridgemaster of the County.	—	—
Ozier Bed and Occupation Road.	Reverend Egerton Arden Bagot.	- - -	Reverend Egerton Arden Bagot and Richard Gibson.
Meadow, Hovel, and Occupation Road.	Charles Bowyer Adderley	- - -	Richard Gibson.
Ozier Bed - -	Charles Bowyer Adderley	- - -	Richard Gibson.
Ditto - - -	Ditto - -	- - -	Ditto.
Ditto - - -	Ditto - -	- - -	Ditto.
Ditto - -	Ditto - -	- - -	Ditto.
Ditto - - -	Earl of Bradford - -	- - -	Earl of Bradford.
Ditto - - -	Earl of Bradford - -	- - -	Earl of Bradford.

Township of Minworth.

Ozier Bed - -	Earl of Bradford -	- - -	William Asbury.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
	Parish of Coleshill.		
	Township of Coleshill.		
Meadow and Rick-yard -	Earl Digby - -	- - -	Edward Coleman.
Ozier Bed and Water-courses.	Ditto - -	- - -	Samuel Orton.
Plantation - -	Reverend William Palmer.	- - -	Joseph Holmes.
Mill Pool - -	Representatives of the late Joseph Grice, William Stratford Dugdale and William Jenkins.	James Charles Greaves and Henry Charles Greaves.	James Charles Greaves and Henry Charles Greaves, John Cooper, and John Clarke.
House and Garden -	Devisees of the late Joseph Grice.	Ditto - -	Richard Moseley.
Paper Mill, Drying House, Warehouse, Buildings, Yards, and Premises.	Ditto - -	Ditto - -	James Charles Greaves and Henry Charles Greaves.
House, Corn Mill, Drying Shed, Stable, Cow-house, Yards, and Roads.	William Jenkins -	- - -	John Clarke.
House - - -	Ditto - -	- - -	Void.
Garden - - -	Devisees of the late Joseph Grice.	James Charles Greaves and Henry Charles Greaves.	Richard Moseley.
Pasture, Stable, and Hovel.	Ditto - -	Ditto - -	James Charles Greaves and Henry Charles Greaves.
Ozier Bed.	Ditto - -	Ditto - -	Ditto.
	Parish of Shustoke.		
	Township of Blythel End.		
Ozier Bed - -	William Stratford Dugdale.	- - -	William Stratford Dugdale.
	Township of Shustoke.		
Meadow and Cow-houses	Dorothy Croxall and her Trustees.	- - -	Joseph Adcock.
Ditto - -	Ditto - -	- - -	Ditto.
Ozier Bed - -	Ditto - -	- - -	Dorothy Croxall.
	Parish of Merevale.		
	Township of Ouston otherwise Ousthirne.		
Ozier Bed - -	William Stratford Dugdale.	- - -	William Stratford Dugdale.
	Parish of Tamworth.		
	Township of Bolehall and Glascote.		
Birmingham and Derby Junction Railway Embankment and Works.	Birmingham and Derby Junction Railway Company.	- - -	The said Company.
Land used for the Railway Station, with the Buildings thereon.	Ditto - -	- - -	Ditto.
Meadow, with Cart Hovel, Shed, Stable, and Rick-yard.	Representatives of the late Mr. Joseph Knight.	- - -	John Hall.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Arable or Garden Ground	Representatives of the late Mr. Joseph Knight.	- - -	John Hall.
Orchard - - -	Trustees under the Will of the late John Marriott.	- - -	James Hastilow.
Garden - - -	George Blood - -	- - -	Edward Tooth, or George Shirley.
Garden Road - -	Ditto - -	—	—
Garden - - -	Ditto - -	- - -	William Parkinson.
Ditto - -	Ditto - -	- - -	Thomas Lawrence.
Ditto - -	Ditto - -	- - -	Robert Cave Brown.
Ditto - -	Ditto - -	- - -	Samuel Paviour,
Ditto - -	Ditto - -	- - -	John Nicholls.
Ditto - -	Ditto - -	- - -	John Collins.
Ditto - -	Ditto - -	- - -	Henry Farnell.
Ditto - -	Ditto - -	- - -	Thomas Poole.
Ditto - -	Ditto - -	- - -	David Thompson.
Gardens - - -	Ditto - -	- - -	Thomas Drake, William Fox, Charles Wainwright.
Garden - - -	Ditto - -	- - -	Robert Kirkman Fallows.
Ditto - -	Ditto - -	- - -	John Sanders.
Gardens - - -	Ditto - -	- - -	James Jackson, John Shipley.
Garden - - -	Ditto - -	- - -	James Kitchen.
Ditto - -	The Trustees under the Will of Joseph Heath, deceased.	- - -	John Shipley.
Ditto - -	Ditto - -	- - -	William Roe.
Ditto - -	Ditto - -	- - -	John Clarson.
	Borough of Tamworth.		
Garden and Footpath, and Ditch or Brookcourse, dividing the Township of Bolehall and Glascote from the Borough of Tamworth.	George Blood - -	- - -	Charles Wainwright, Francis Willington, and Samuel Hanson.
Gardens - - -	The Trustees under the Will of the late Joseph Heath.	- - -	William Allsop, Joseph Atkins, John Mousley.
Dwelling House, Yard, Garden, Stable, and Outbuildings.	Ditto - -	- - -	John Hunt Mottram.
Three Dwelling Houses and Bakehouse, Outbuildings, Yard, Garden, and Premises.	Ditto - -	- - -	Joseph Atkins, John Mousley, William Allsop.
Dwelling House, Warehouse, Shop, Steam Engine, Chimney, Stackyard, Garden, and Premises.	Richard Taylor -	Samuel Cormell Price.	Samuel Cormell Price.
Dwelling House, Stable, Outbuildings, Yard, and Garden.	The Trustees under the Will of the late Joseph Heath.	- - -	Felix John Hamel.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1840.