ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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Cap. ccxxxiii.

An Act to incorporate a Company for making Railways in the County of *Worcester*, to be called the *Halesowen and Bromsgrove* Branch Railways; and for other Purposes.

[5th *July* 1865.]

WHEREAS the making of the Railways herein-after described in the County of *Worcester* will be of great public and local Advantage: And whereas Plans and Sections of the Railways showing the Lines and Levels thereof, and describing the Lands in and through which the same may be made, or which may be required for the Purposes of the Undertaking, with a Book of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of those Lands, have been deposited with the Clerk of the Peace for the County of *Worcester*: And whereas the Persons herein-after named, with others, are willing to construct and maintain the Railways and the several Works connected therewith: And whereas it is expedient that such Arrangements should be authorized, and such Powers conferred, with reference to other Undertakings and Companies, as are herein-after expressed; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be

enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Halesowen and Bromsgrove* Branch Railways Act, 1865."

8 & 9 Vict. cc. 16., 18., & 20., 22 & 23 Vict. c. 59., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," "The Railway Companies Arbitration Act, 1859," and Parts I. and III. of "The Railways Clauses Act, 1863," are hereby incorporated with and shall form Part of this Act.

Interpretation of Terms.

3. Where in this Act the Expression "the Company" occurs the same means the Company incorporated by this Act, and where the Expression "the Railway" occurs the same includes the Branch Railways and other Works and Conveniences connected therewith by this Act authorized to be made, unless there be something in the Subject or Context repugnant to such Construction.

Incorporation of Company.

4. The Right Honourable *George William* Baron *Lyttelton*, *John Corbett*, *Thomas Eyre Foakes*, *John Howard Blackwell*, *James Keir Moilliet*, *Frederick Blyth*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway, and such Company shall be incorporated by the Name of "the *Halesowen and Bromsgrove* Branch Railways Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and Powers to sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions contained in this Act and the Acts incorporated herewith.

First and other Meetings.

5. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* and *August* in every Year.

Number and Qualification of Directors.

6. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

7. A Quorum

7. A Quorum of a Meeting of Directors shall be Three. Quorum.

8. The Right Honourable *George William* Baron *Lyttelton*, *John Corbett*, *Thomas Eyre Foakes*, *John Howard Blackwell*, *James Keir Moilliet*, and *Frederick Blyth* shall be the First Directors of the Company. First Directors of the Company.

9. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders voting, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act mentioned; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845," and by this Act, or either of them. First Directors to continue in Office until First Meeting after passing of Act.

10. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the Number shall never be less than Three. Power to reduce the Number of Directors.

11. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in the County of *Worcester*. Newspaper for Advertisements.

12. The Capital of the Company shall be One hundred and twenty thousand Pounds. Capital.

13. The Number of Shares into which the Capital shall be divided shall be Twelve thousand, and the Amount of each Share shall be Ten Pounds. Shares.

14. It shall not be lawful for the Company to issue any Share under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof. Shares not to issue until One Fifth paid up.

15. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months Calls.

Months at the least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls to be made in any One Year upon any Share.

Power to create Debenture Stock.

16. It shall be lawful for the Company from Time to Time, when and as they are entitled to borrow, to raise all or any Part of the Money which they shall for the Time being have raised or be authorized to raise by Mortgage by the Creation and Issue of Debenture Stock.

Power to borrow on Mortgage.

17. The Company may borrow on Mortgage any Sums of Money not exceeding in the whole the Sum of Forty thousand Pounds, but no Part of that Sum shall be borrowed until the whole of the Capital of One hundred and twenty thousand Pounds shall have been subscribed for *bonâ fide*, and One Half thereof shall have been paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the Shares have been issued, and Twenty *per Cent.* has been paid on each separate Share, and that the whole of the Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Application of Capital.

18. The Monies by this Act authorized to be raised, whether by Shares, Mortgage, or Debenture, shall be applied only in carrying into execution the Objects and Purposes of this Act.

Power to take Lands.

19. Subject to the Provisions of this Act and the Acts incorporated herewith, the Company may enter upon, take, and use such of the Lands delineated on the Plans and described in the Books of Reference as shall be necessary for the Railway, or the Approaches, Stations, Works, and Conveniences connected therewith.

Powers for compulsory Purchases limited.

20. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Lands for extraordinary Purposes.

21. The Quantity of Land to be purchased by Agreement by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Power to construct Works.

22. Subject to the Provisions and Powers of Deviation contained in this Act and the Acts herewith incorporated, the Company may make and maintain the Railways herein-after described, with all proper Approaches, Stations, and other Works and Conveniences connected therewith,

therewith, in the Lines or Course and upon the Land delineated on the Plans and described in the Books of Reference, and according to the Levels described in the Sections deposited as aforesaid.

Description of Works.

23. The Company may make and maintain the Railways following, such Railways being wholly situate in the County of *Worcester*; (that is to say,)

First, a Railway commencing in the Parish of *King's Norton* by a Junction with the *Birmingham and Gloucester* Division of the *Midland* Railway, and terminating in the Township of *The Hill* and Parish of *Halesowen*:

Second, a Railway, entirely situate in the Township of *The Hill* and Parish of *Halesowen*, commencing at the Point where the intended Railway No. 1 ceases, and terminating by a Junction with the authorized *Netherton and Halesowen* Branch of the *West Midland* Railway:

Third, a Railway commencing in the Parish of *Stoke Prior* by a Junction with the *Birmingham and Gloucester* Division of the *Midland* Railway, near the *Bromsgrove* Station of that Railway, and terminating in the Parish of *Bromsgrove*.

As to Station at Frankley.

24. The Company shall construct a Passenger Station in the Parish of *Frankley* at such Place within the Limits of Deviation as may be reasonably approved of by the Right Honourable *George William* Baron *Lyttelton*, and a sufficient Number of Trains shall stop at such Station for the proper Development of the Traffic of the District.

Period for Completion of Works.

25. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers of this Act granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Security for Completion of Works.

26. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Nine thousand eight hundred and seventy-four Pounds New Three *per Cent.* Annuities, equivalent to the Sum of Eight thousand eight hundred Pounds, being Eight Pounds *per Centum* on the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been transferred to the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in that Act, the Stock so transferred, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the

Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the Stock transferred as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Eight thousand eight hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs and Successors, of the said Sum of Eight thousand eight hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Stock, and the Interest and Dividends thereof, shall be paid and transferred to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that

such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

27. The Company from Time to Time may lawfully demand and take in respect of the Use of the Railway any Tolls not exceeding the following; (that is to say,)

Tonnage Articles of Merchandise.

In respect of the Tonnage of Goods conveyed on the Railway:

For all Coals, Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

For all Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of Three Farthings:

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform belonging to the Company, *per* Mile Sixpence:

And a Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

Passengers.

In respect of Passengers conveyed in Carriages upon the Railway, or any Part thereof, as follows:

For any Person conveyed in or upon any such Carriage, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Penny.

In

Animals.

In respect of Animals conveyed on the Railway, or any Part thereof, as follows:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Head of Neat Cattle, conveyed in or upon any such Carriage, *per* Mile Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Penny:

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Farthing.

Limiting Charges for propelling Power.

28. The Toll which the Company may demand and receive for the Use of the Locomotive Engines for propelling Carriages on the Railway shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles.

Maximum Rates for Passengers.

29. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway and Carriages and for locomotive Power, and every other Expense incidental to the Conveyance thereof, shall not exceed the following; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Threepence a Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence a Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny Farthing a Mile.

Restrictions as to Charges not applicable to Special Trains.

30. The Restrictions with respect to the Charges to be made for Passengers shall not extend to any Special Train required to run upon the Railway, but shall apply only to the Express and Ordinary Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the Railway.

Passengers Luggage.

31. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding the Weight following; (that is to say,) every Passenger travelling in a First-class Carriage, One hundred and twenty Pounds in Weight; every Passenger travelling in a Second-class Carriage, One hundred Pounds in Weight; every Passenger travelling in a Third-class Carriage, Sixty Pounds in Weight; without any Charge being made for the Carriage thereof.

Maximum Rates for Animals and Goods.

32. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Things on the Railway, including the Tolls for the Use of the Railway and Carriages and for locomotive Power

Power, and every other Expense incidental to the Conveyance thereof, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums; (that is to say,)

For all Coals, Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny Halfpenny:

For all Coke, Culm, Charcoal, Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile Twopence:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Threepence:

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Fourpence:

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform belonging to or provided by the Company, *per* Mile Sixpence, and One Penny Halfpenny for every additional Quarter of a Ton which such Carriage may weigh:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile Fourpence:

For every Ox, Cow, Bull, or Head of Neat Cattle, *per* Mile Threepence:

For every Calf, Pig, Sheep, Lamb, or other small Animal, *per* Mile One Penny Halfpenny.

Regulations as to Tolls.

33. The following Provisions and Regulations shall apply to the fixing of the Tolls and maximum Rates of Charge herein-before specified; (that is to say,)

For Persons, Animals, Minerals, or Things conveyed on the Railway for a less Distance than Three Miles the Company may demand and receive the above-mentioned Tolls as for Three Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls for the Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile that Fraction shall be deemed a Quarter of a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in the Fraction, and if there be

be a Fraction of a Quarter of a Ton that Fraction shall be deemed a Quarter of a Ton:

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

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

Tolls for small Parcels and single Articles of great Weight.

34. With respect to small Packages not exceeding Five hundred Pounds in Weight, and single Articles of great Weight, notwithstanding the Rates prescribed by this Act, the Company may demand and take any Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railway, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds and not exceeding Twenty-eight Pounds in Weight, Fivepence:

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Sevenpence:

And for any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight the Company may demand any Sum they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up in separate Parcels, as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term applies only to single Articles in separate Packages:

For the Carriage of single Articles of great Weight:

For the Carriage of any single Article the Weight of which, including the Carriage, exceeds Four Tons but does not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence *per* Ton a Mile:

For the Carriage of any single Article the Weight of which, including the Carriage, exceeds Eight Tons, the Company may demand and take any Sum they think fit.

Defining Terminal Station.

35. No Station is to be considered a Terminal Station in regard to Goods conveyed on the Railway which have not been received thereat direct from the Consignor of the Goods, or are not directed to be delivered thereat to the Consignee.

Company may take increased Charges by Agreement.

36. This Act or anything herein contained shall not prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Animals or Things of any Description, by Agreement with the Owners or Persons in charge thereof, or in respect of the Conveyance thereof (except small Parcels)

Parcels) by Passenger Trains, or by reason of any special Service performed by the Company in relation thereto.

Confirming Agreement between the Company and the Midland and Great Western Railway Companies.

37. The Heads of Agreement, bearing Date the Twenty-seventh Day of *April* 1865, between *Edmund Kell Blyth* on behalf of the Company of the First Part, *Samuel Carter* on behalf of the *Midland* Railway Company of the Second Part, and *John Young* on behalf of the *Great Western* Railway Company of the Third Part, which Heads of Agreement are set forth in the First Schedule to this Act, are hereby confirmed, and made binding on the said Companies respectively.

Confirming Agreement between the Company and the Midland Railway Company.

38. The Heads of Agreement, bearing Date the Twenty-seventh Day of *April* 1865, between *Edmund Kell Blyth* on behalf of the Company of the one Part, and *Samuel Carter* on behalf of the *Midland* Railway Company of the other Part, which Heads of Agreement are set forth in the Second Schedule to this Act, are hereby confirmed, and made binding on the said Companies respectively.

Tolls during Contracts.

39. The Railways of the Companies Parties to the said Agreements shall, for the Purposes of Tolls and Charges under this Act, be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway and partly on the Railway of any other Company Party to such Agreement for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and no other Charge in respect of short Distances traversed on the Railway or Railway of any other Company as aforesaid shall be made for the Conveyance of Passengers, Animals, and Goods, or other Matters, partly on the Railway and partly on the Railway of any other Railway Company as aforesaid.

Interest not to be paid on Calls paid up.

40. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of Company's Capital.

41. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force,

force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railway not exempt from Provisions of present and future General Acts.

42. Nothing herein contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

Expenses of Act.

43. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

SCHE-

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

HEADS OF ARRANGEMENT made this Twenty-seventh Day of April One thousand eight hundred and sixty-five between THE HALESOWEN AND BROMSGROVE BRANCH RAILWAYS COMPANY (herein-after called the Halesowen Company) of the First Part, THE MIDLAND RAILWAY COMPANY (herein-after called the Midland Company) of the Second Part, and THE GREAT WESTERN RAILWAY COMPANY (herein-after called the Great Western Company) of the Third Part.

1. The Halesowen Company agree, at their own Expense, to make and complete the Railways, Stations, Buildings, and Works by this Act firstly and secondly authorized (which Railways are herein-after referred to as the Halesowen Line), including a Terminal Station at Halesowen, with the necessary Conveniences thereto, and proper Sidings at the Junction with the Midland Railway for the convenient Interchange of Traffic in Passengers and Goods, to the Satisfaction of the respective Engineers of the Three above-named Companies, or, in case of their Difference, to the Satisfaction of an Engineer to be, on the Application of the Three Companies, or any Two or One of them, appointed by the Board of Trade; the Works to be completed for a single Line of Rails, with Land and over Bridges for a double Line.

2. From and after the Time when the Railways are so completed and authorized to be opened for public Traffic the Midland Company and the Great Western Company at all Times, at their own joint Expense and Risk, shall maintain, manage, man, stock, work, and use the Halesowen Line and Works, and shall work and use the same and the Traffic thereon so as properly to develope and accommodate not only the through Traffic but also the local Traffic of the District to be served by that Line; and each of the Two last-mentioned Companies shall at all Times have separately the full Power of running over and using the Halesowen Line, and the Stations and Conveniences connected therewith, with Engines, Carriages, Waggons, and otherwise for all Purposes of Traffic, subject to such Byelaws and Regulations as, in case of Difference, shall be settled by Arbitration as herein-after provided.

3. The Two Companies shall fix their own Times of running Trains, subject to a Right of either of them to call on a Standing Arbitrator to say whether those Times shall be adopted, or what others in lieu thereof, having reference to the fair Convenience of the other Company, and to all the Circumstances of the Case.

4. That Cornelius Willes Eborall, or, failing him, William O'Brien, or, failing him, some Person to be appointed by the President of the Institution of Civil Engineers for the Time being, shall be such Standing Arbitrator.

5. The Midland Company and the Great Western Company shall pay all Taxes and Government Duty, and all Landlords and Tenants Rates, Charges, and Outgoings, except Land Tax and Chief Rents (if any), and Tithe and other Rentcharges payable in respect of the Halesowen Line.

6. The Tolls, Fares, Rates, and Charges to be taken on the Halesowen Line, and in respect of Traffic thereon, shall be from Time to Time fixed, taken, and levied by the Midland Company and the Great Western Company respectively when and as they carry and convey Traffic on the Halesowen Line.

7. The gross Receipts for through Traffic, deducting Terminal Charges other than Station to Station Terminals, and also deducting the Mileage Proportion and Terminals due to any other Company in respect of such Traffic, to be calculated or divided between the Three Companies in case it passes over the Lines of the Three Companies, or between Two of such Companies if it passes over the Lines of only Two of such Companies, in accordance with the actual Mileage traversed by the Traffic on the Halesowen Line, the Midland Railway, and the Great Western Railway respectively, subject nevertheless to the next Clause.

8. Each of them, the Midland Company and the Great Western Company, shall allow the Halesowen Company a proportionate Addition in respect of One Mile beyond the actual Mileage upon Traffic passing over the Halesowen Line, or any Part thereof, and also over a Distance of less than Thirteen Miles of the Line of such other Company, and a proportionate Addition in respect of Four Miles beyond the actual Mileage upon all such Traffic passing over the Halesowen Line, or any Part thereof, and over a Distance of Thirteen Miles or upwards of the Lines of such other Company.

9. The Halesowen Company shall account to the Midland Company and the Great Western Company for all Receipts of the Halesowen Company in respect of the Halesowen Line from all Traffic Sources (if any), and as between the Three Companies all Tolls from other Parties shall be estimated at the Parliamentary Maximum.

10. From the Total of the gross Receipts of the Three Companies in respect of Traffic conveyed over the Halesowen Line, and the Receipts to be accounted for under the Ninth Head, the following Deductions shall be made in favour of the Midland Company and the Great Western Company, or such One of them as may convey and carry the Traffic:

The Terminal Charges and Mileage Proportion of the said Two last-named Companies, or such One of them as shall carry and convey the Traffic under the Seventh Head, not including any Terminal Charges at Stations on the Halesowen Line.

Paid ons and Paid outs.

And the Residue shall be the Receipts divisible between the Halesowen Company and the Two Companies.

11. One

11. One Half of the divisible Receipts in respect of the said Halesowen Line shall be paid to or retained by the Midland Company and the Great Western Company for their Expenses of the Maintenance, Management, and Working of the Railways, and the other Half shall be paid to the Halesowen Company.

12. As between the Two Companies, the Company actually conveying and carrying the Traffic shall be entitled as against the other to an Allowance of Twenty-five per Cent. of the gross Receipts of such Company on the Halesowen Line for Working Expenses before any further Division, and, subject thereto, the Two Companies shall be entitled to the said One Half of the divisible Receipts under the Eleventh Article in equal Shares, and they shall also bear in equal Shares any Loss arising from the Working of the Line, and the Performance of the Obligations of the Second Article of this Agreement; but either Company may at any Time, and from Time to Time, by Notice in Writing to the other, require the Amount of the Per-centage of Twenty-five per Cent. for Working Expenses to be submitted for Revision to Arbitration in manner herein-after provided.

13. In the event of any Deficiency in the Funds requisite for the Performance of the Obligations of the Second Article, such Deficiency shall be made good by the Two Companies in proportion to the gross Earnings of each Company in respect of the Halesowen Line.

14. For the Purpose of the Appointment of the Clerks and Servants of the Line, and the Maintenance thereof, and the Management of the Common Fund, a Committee shall be appointed consisting of Six Members, Three of them to be appointed by the Great Western Company, and Three of them by the Midland Company, with Power to either of the Companies to call in the Standing Arbitrator appointed under the Fourth Head of this Agreement.

15. The Division of the gross Receipts as to the Halesowen Line shall be made half-yearly, and the Accounts shall be rendered half-yearly, and vouched when requisite.

16. The Three Companies shall keep all proper Accounts and Vouchers, and shall afford proper Inspection thereof to each other.

17. The Interest on Debentures of the Halesowen Company shall be a First Charge on the Total of the gross Receipts from the Halesowen Line, and shall be paid thereout by the Midland Company and the Great Western Company, the same to be repaid to them respectively by the Halesowen Company out of their Proportion of the divisible Receipts; and whenever their Proportion for any Half Year is insufficient, the Amount of the Deficiency shall be a Charge on all Monies thereafter payable to them.

18. All Differences between the Three Companies, or any Two of them, and all Questions as to the carrying into effect of the Provisions of this Arrangement, shall be determined by Arbitration under "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be, if not agreed on, appointed by the Board of Trade, with ample Powers.

19. A formal

19. A formal Agreement for carrying these Heads into effect shall be prepared (after the said Bill shall have become Law) on behalf of the Three Companies, on the Application of either of them, by John Bullar, Esquire, or, him failing, John Horatio Lloyd, Esquire, with such Details and incidental Provisions as he thinks proper, and with such Modifications as the Three Companies mutually agree on, and shall be executed under Seal, and binding on all the Three Companies.

This Agreement is to be added as a Schedule to the Bill, and confirmed thereby.

For the Halesowen Company,
EDMD. K. BLYTH.

For the Midland Company,
S. CARTER.

For the Great Western Company,
JOHN YOUNG.

SECOND SCHEDULE.

HEADS OF ARRANGEMET made this Twenty-seventh Day of April One thousand eight hundred and sixty-five between THE HALESOWEN AND BROMSGROVE BRANCH RAILWAYS COMPANY (herein-after called the Halesowen Company) of the one Part, and THE MIDLAND RAILWAY COMPANY (herein-after called the Midland Company) of the other Part.

1. The Halesowen Company are, at their own Expense, to make and complete the Railways, Stations, Buildings, and Works by this Act thirdly to be authorized (herein-after referred to as the Bromsgrove Branch), including a Terminal Station at Bromsgrove, with the necessary Conveniences thereto, to the Satisfaction of the respective Engineers of the Two above-named Companies, or, in case of their Difference, to the Satisfaction of an Engineer to be, on the Application of the said Two Companies or either of them, appointed by the Board of Trade, the Works to be completed for a single Line of Rails.

2. From and after the Time when the Railways are so completed and authorized to be opened for public Traffic the Midland Company at all Times, at their own Expense and Risk, shall maintain, manage, man, stock, work, and use the Bromsgrove Branch and Works, and shall work and use the same and the Traffic thereon so as properly to develope and accommodate not only the through Traffic but also the local Traffic of the District to be served by that Branch.

3. The Midland Company shall pay all Taxes and Government Duty, and all Landlords and Tenants Rates, Charges, and Outgoings, except Land Tax and Chief Rents (if any), and Tithe and other Rentcharges payable in respect of the Bromsgrove Branch.

4. The Tolls, Fares, Rates, and Charges to be taken on the Bromsgrove Branch, and in respect of Traffic thereon, shall be from Time to Time fixed, taken, and levied by the Midland Company.

5. The gross Receipts for through Traffic, deducting Terminal Charges other than Station to Station Terminals, and also deducting Mileage Proportion and Terminals due to any other Company in respect of such Traffic, shall be divided between the Halesowen Company and the Midland Company in accordance with the actual Mileage traversed by the Traffic on the Bromsgrove Branch and the Midland Railway respectively.

6. The Halesowen Company shall account to the Midland Company for all Receipts of the Halesowen Company from all Traffic Sources in respect of the Bromsgrove Branch, and as between the Two Companies all Tolls from Third Parties shall be estimated at the Parliamentary Maximum.

7. From the Total of the gross Receipts of the Two Companies in respect of Traffic carried over the Bromsgrove Branch, and the Receipts to be accounted for under the Sixth Head, the following Deductions shall be made in favour of the Midland Company:

The Terminal Charges and Mileage Proportion of the Midland Company under the Fifth Head, not including the Bromsgrove Station:

Paid ons and Paid outs:

And the Residue shall be the Receipts divisible between the Midland Company and the Halesowen Company.

8. One Half of the divisible Receipts in respect of the Bromsgrove Branch shall be paid to the Midland Company for their Expenses of the Maintenance, Management, and Working of the Railway, and the other Half shall be paid to the Halesowen Company.

9. The Division of the gross Receipts shall be made half-yearly, and the Accounts shall be rendered half-yearly, and vouched when requisite.

10. The said Two Companies shall keep all proper Accounts and Vouchers, and shall afford proper Inspection thereof to each other.

11. All Differences between the said Two Companies, and all Questions as to the carrying into effect of the Provisions of this Arrangement, shall be determined by Arbitration under "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be, if not agreed on, appointed by the Board of Trade with ample Powers.

12. A formal Agreement for carrying these Heads into effect shall be prepared (after the said Bill shall have become Law) on behalf of the Two Companies, on the Application of either of them, by John Bullar, Esquire, or, him failing, John Horatio Lloyd, Esquire, with such Details and incidental Provisions as he thinks proper, and with such Modifications as the said Two Companies mutually agree on, and shall be executed under Seal, and binding on both the said Companies.

This Agreement to be added as a Schedule to the Bill, and confirmed thereby.

For the Halesowen Company,
EDMD. K. BLYTH.
For the Midland Company,
S. CARTER.

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