CHAPTER ccix.

An Act to authorise the construction of Railways in Shropshire and Staffordshire and for facilitating communication between the Midland Counties of England and Milford Haven and Swansea respectively. A.D. 1883.

[20th August 1883.]

WHEREAS the construction of the Railways herein-after described in Shropshire and Staffordshire and the facilitating of the means of communication between the manufacturing districts in the Midland Counties of England and Milford Haven and Swansea respectively would be of public and local advantage:

And whereas the persons herein-after named with others are willing at their own expense to construct the said Railways and it is expedient that they should be incorporated into a Company (herein-after called the "Company") and that the powers herein-after contained should be conferred on them for that purpose:

And whereas it is expedient that the powers herein-after contained should be conferred upon the Company and on all companies using the Railways hereby authorised to run over and use the portions of railways herein-after mentioned:

And whereas plans and sections showing the lines and levels of the Railways authorised by this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for Shropshire and Staffordshire respectively and are herein-after respectively referred to as the deposited plans sections and book of reference:

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal

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and Commons in this present Parliament assembled and by the authority of the same as follows:

Short title.

1. This Act may be cited as the Midland and Central Wales Junction Railway Act 1883.

Incorporation of General Acts.

2. The Companies Clauses Consolidation Act 1845 Parts I. and III. of the Companies Clauses Act 1863 (relating respectively to "cancellation and surrender of shares" and to "debenture stock") as amended by the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act the expressions "the Railway" and "the undertaking" mean respectively the Railways and the undertaking by this Act authorised and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partly incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. The Right Honourable William Earl Dudley, The Right Honourable Gustavus Russell Viscount Boyne, The Right Honourable George Cecil Weld Lord Forester, The Right Honourable John Emerich Edward Dalberg Lord Acton, The Right Honourable Arthur Lord Wrottesley, The Honourable Richard Thompson Lawley, Colonel Thomas Bradney Shaw Hellier, Lieut.-Colonel Edward Farrar Acton, Edward Fisher Smith, Sidney Hopton Hadley, Edwin Dixon, Alfred Hickman, John William Sparrow, Samuel Loveridge, Thomas Barker, Thomas Martin Southwell, Ralph Augustus Benson, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the Railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Midland and Central

Wales Junction Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act and their undertaking shall be called "the Midland and Central Wales Junction Railway."

Power to make railways.

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

The Railways herein-before referred to are:

A main line of Railway (36 miles 7 furlongs 4 chains in length) commencing by a junction with the Shrewsbury and Hereford Railway in the parish of Stokesay county of Salop immediately upon the south side of the bridge which carries that railway over the public road from the Craven Arms Hotel to Clun and terminating by a junction with the Wolverhampton and Walsall line of the Midland Railway at about 250 yards west of the booking office at the Willenhall Market-place station of that railway in the township of Willenhall parish of Wolverhampton county of Stafford.

Branch Railway No. 1 (3 furlongs 1 chain in length) wholly in the said parish of Stokesay commencing by a junction with the proposed main line of Railway aforesaid in a field numbered 188 on the tithe map of the parish of Stokesay aforesaid and terminating by a junction with the Central Wales Railway at about 450 yards westward of the junction of that railway with the Shrewsbury and Hereford Railway aforesaid.

Branch Railway No. 3 (3 furlongs in length) wholly in the township and parish of Wolverhampton in Staffordshire commencing by a junction with the said proposed main line of Railway on a piece of land numbered 877 on the tithe map of the township of Wolverhampton and terminating by a junction with the Stour Valley Railway at the south side of the bridge which carries the said railway over the public road leading from the Wolverhampton and Bilston Road to Dixon Street.

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Branch Railway No. 5 (6 furlongs 9·30 chains in length) wholly in the said township of Willenhall commencing by a junction with the main line of Railway on the site numbered 674 on the tithe map for the township of Willenhall and terminating by a junction with the London and North-western Railway about 440 yards west of the passenger station at Willenhall.

For protection of the London and North-western Railway Company.

6. In constructing the Railways by this Act authorised the Company shall conform to the following provisions for the protection of the London and North-western Railway Company (in this section called the North-western Company):

(1.) The junction of Railway No. 1 with the Central Wales Railway of the North-western Company shall be made at such point within the limits of deviation to the westward of the termination of the said Railway No. 1 as shown on the deposited plans as shall be required by the principal engineer of the North-western Company:

(2.) The main line shall unless otherwise agreed between the Company and the North-western Company be carried over the Stour Valley Railway and over the Grand Junction Railway respectively of the North-western Company within a distance of ten yards from the centre line thereof as shown on the deposited plans by means of wrought-iron girder bridges with wrought-iron flooring between the girders of one span each with a clear width of not less than sixty-one feet in the case of the Stour Valley Railway and forty-eight feet in the case of the Grand Junction Railway both measured on the square and a clear headway throughout in both cases of not less than fourteen feet three inches above the level of the rails of the said railways at the respective points of crossing such bridges to be constructed in such position as shall be approved by the said principal engineer and the Company shall not in constructing the main line in any way interfere with any of the sidings of the North-western Company at their Ettingshall Road Goods Station but shall carry the main line over the siding by means of a bridge with a clear width of not less than thirteen feet six inches measured on the square and a clear headway throughout of not less than fourteen feet above the level of the rails of the said siding at the point of crossing:

(3.) The junction of Railway No. 3 with the Stour Valley Railway of the North-western Company and the junction of Railway No. 5 with the Grand Junction Railway of the North-western Company shall unless otherwise agreed between the Company

and the North-western Company be at the points of junction as shown on the deposited plans:

(4.) If by reason of the construction of the said Railways it shall be necessary to add to or alter the signal or signals upon the Railways of the North-western Company the same shall be so added to or altered by that Company and the reasonable expense thereof shall be repaid to them by the Company:

(5.) All works both temporary and permanent affecting the lands railways or other property of the North-western Company shall be constructed according to plans and sections and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved by and to the reasonable satisfaction of the principal engineer of the North-western Company: Provided always that if the said engineer shall for the space of one month neglect or refuse to approve the said plans and sections or shall disapprove the same then according to such plans and sections as shall be approved by an engineer to be appointed by the Board of Trade on the application of either the Company or the North-western Company:

(6.) The Company shall construct and at all times maintain the Railways and works by this Act authorised so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the railways of the North-western Company or the works connected therewith or the traffic thereon and if any such obstruction or interference shall arise or take place or be caused by or during the construction of the said Railways or works or by the maintenance or want of maintenance thereof then the Company in addition to any other costs losses damages and expenses which they may be liable to pay under the provisions of this Act shall pay to the North-western Company the sum of fifty pounds as ascertained damages for every hour or part of an hour during which such obstruction or interference shall continue:

(7.) The Company shall at all times maintain the bridges and other works herein-before provided for in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer of the North-western Company and if and whenever the Company fail so to do the North-western Company may make and do in and upon as well the lands and works of the Company as on their own lands and works all such works and things as they may reasonably think requisite in that behalf and the sum from time to time certified

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by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in case of any difference between the Company and the North-western Company under this subsection the same shall be determined by an engineer to be appointed as herein-before provided:

(8.) The said portions of Railways and other works shall after commencement thereof be proceeded with with all practicable despatch and if in the opinion of the said principal engineer or in case of difference in the opinion of an engineer to be appointed as aforesaid the Company shall not be proceeding in the construction and execution of the said portions of the said Railways and other works with all despatch as aforesaid it shall be lawful for the North-western Company without let or hindrance from the Company their contractors or servants to enter upon the land and property acquired or occupied by the Company and to do all acts and things and to take possession of and use all materials or plant necessary for the execution and completion of the said portions of Railways and the said works or so much thereof as the said principal engineer may consider desirable or expedient for the safety of their railways property and works or for preventing or removing any obstruction or interference with the safe and convenient user or occupation thereof in as free and commodious a manner as they might have used or occupied the same if the said portions of Railways and the said works had not been commenced or constructed and the Company shall on demand repay to the North-western Company all payments costs damages and expenses which they may incur become liable or be put to in or about the matters aforesaid:

(9.) The Company shall not without in every case obtaining the previous consent of the North-western Company in writing under their common seal take use enter upon or interfere with any of the lands railways works or property from time to time belonging to or in the possession or under the power of the North-western Company except only such part or parts of their said lands as it shall be absolutely necessary for the Company to enter upon or interfere with for the purpose of constructing and maintaining the works by which according to this enactment the said main line is to be carried across the said Stour Valley Railway and the said Grand Junction Railway and for effecting the junctions aforesaid with the said Central Wales Railway the said Stour Valley Railway and the said

Grand Junction Railway and with respect to such part or parts of the said lands as aforesaid the Company shall not purchase or take the same but the Company may purchase and take and the North-western Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:

(10.) The Company shall bear and on demand pay to the North-western Company the expense of the employment by that Company during the execution of any works affecting their railway of a sufficient number of inspectors and watchmen to be appointed by the Company for watching the said railway and the works connected therewith respectively with reference to and during the execution of such intended works and for preventing so far as may be all interference obstruction danger and accidents from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise:

(11.) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or their contractors the railways of the North-western Company or any of them or any of the works connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing to do so then the North-western Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of the North-western Company by reason of any of the matters or causes aforesaid the Company shall pay to that Company all costs and expenses to which that Company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs and expenses and compensation to be recoverable with full costs by the North-western Company from the Company in any court of competent jurisdiction:

(12.) Nothing in this Act contained shall prejudice take away diminish or interfere with any of the property rights interests powers and privileges of the North-western Company otherwise than is hereby expressly provided.

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For the protection of the Great Western Railway Company.

7. For the protection of the Great Western Railway Company (in this section called the Great Western Company) the following provisions shall have effect (that is to say):

Not to enter on lands of Great Western Company until plans of proposed works affecting that Company approved.

(1.) The Company shall not enter upon or interfere with the railway of the Great Western Company or any of the lands or works of that Company or execute any works whatever under over or affecting the same until the Company shall have delivered to the Great Western Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the principal engineer for the time being of the Great Western Company or in the event of his failure for fourteen days after the delivery of the plans and drawings until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company or in case of difference by an engineer to be appointed by the Board of Trade:

As to execution of the Railways on lands of Great Western Company.

(2.) In constructing the main line of Railway by this Act authorised through or over the land and property of the Great Western Company at Holyhead Road Bridge the said Railway shall be carried over the railway of the Great Western Company by means of a bridge of not less than eighty feet span and fourteen feet three inches high and where the said main line of Railway is intended to cross over the tunnel on the Severn Valley Railway of the Great Western Company the said Railway shall be carried over that tunnel railway and works in the manner shown on the deposited plans and such crossings of the railways of the Great Western Company shall be effected in such a manner as not to injure the stability of the railways tunnels and works of the Great Western Company in any way whatever:

Company to pay to the Great Western Company expenses of watchmen during construction of works.

(3.) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the Railways by this Act authorised over and adjacent to the Great Western Company's railways of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railways and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger

and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise;

Damages sustained by Great Western Company to be repaid.

(4.) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railways or either of them or to any Company or persons using the same during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission:

Maintenance of works affecting the Railways of the Great Western Company.

(5.) The Company shall at their sole expense at all times maintain the bridges and other works by which the said main line of Railway shall be carried over the railways and tunnel of the Great Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer for the time being of the Great Western Company and if and whenever the Company fail so to do after one month's notice from the Great Western Company for that purpose or in case of urgency the Great Western Company may make and do in and upon as well the land of the Company as their own lands all such works and things as the Great Western Company shall reasonably think requisite in that behalf for ensuring such repair and the sum from time to time certified by their principal engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Great Western Company from the Company in any court of competent jurisdiction:

Not to interfere with traffic on Great Western Railway.

(6.) In constructing the main line of Railway above described the Company shall not in any way obstruct or interfere with the traffic passing along the railway of the Great Western Company and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the railways of the Great Western Company or either of them so as to impede or prevent the convenient passage of engines

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and carriages along the same the Company shall pay to the Great Western Company the sum of fifty pounds per hour during which any such unnecessary obstruction or interference shall continue :

No land of Great Western Company to be taken except for certain works.

(7.) Except for the purpose of the crossing of the railways of the Great Western Company by the main line of Railway the Company shall not take or acquire any land of the Great Western Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Western Company or to alter vary or interfere with the railways of that Company or either of them or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of the said main line of Railway by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossings or otherwise the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Consolidation Act 1845 with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment :

Company to pay for easement.

(8.) The Company shall pay to the Great Western Company by way of purchase a compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement :

Arbitration.

(9.) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by

the Board of Trade the costs of such arbitration to be in the discretion of such arbitrator:

Saving rights of Great Western Company.

(10.) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or powers of the Great Western Company otherwise than is by this Act expressly provided.

For the protection of the Great Western and London and North-western Railway Companies.

8. For the protection of the Great Western and London and North-western Railway Companies (in this section called the Joint Companies) the following provisions shall have effect (that is to say):—

Not to enter on lands of Joint Companies until plans of proposed works affecting the Joint Companies approved.

(1.) The Company shall not enter upon or interfere with the Shrewsbury and Hereford Railway of the Joint Companies or any of the lands or works of those Companies or execute any works whatever under over or affecting the same until the Company shall have delivered to the principal engineer for the time being of the Joint Companies plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the said engineer or in the event of his failure for fourteen days after the delivery of the plans and drawings until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the Joint Companies or in case of difference by an engineer to be appointed by the Board of Trade.

As to execution of railways on lands of the Joint Companies.

(2.) In constructing the main line and the Branch Railway No. 1 by this Act authorised through or over the land and property of the Joint Companies the Company shall not deviate as respects Branch Railway No. 1 northward from the centre line shown on the deposited plans where the said Branch Railway crosses the Shrewsbury and Hereford Railway without the previous consent in writing of the Joint Companies under their respective common seals and the said Branch Railway No. 1 where the same is intended to cross the Shrewsbury and Hereford Railway shall be carried over that railway and works by means of a girder bridge of 1 span of not less than 48 feet on the square and a clear headway of not less than 14 feet 3 inches.

Company to pay to Joint Companies expenses of

(3.) The Company shall bear and on demand pay to the Joint Companies the reasonable expense of the employment by them during the making of the Railways by this Act authorised over

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watchmen during construction of works.

and adjacent to the Shrewsbury and Hereford Railway of the Joint Companies of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise.

Damages sustained by Joint Companies to be repaid.

(4.) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Joint Companies all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railway or to any company or persons using the same during the execution or renewal or by means of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors and the Company shall effectually indemnify and hold harmless the Joint Companies from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission.

Maintenance of works affecting the Railways of Joint Companies.

(5.) The Company shall at their sole expense at all times maintain the bridge and other works by which the said Branch Railway No. 1 shall be carried over the Shrewsbury and Hereford Railway of the Joint Companies in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer for the time being of the Joint Companies and if and whenever the Company fail so to do after one month's notice from the Joint Companies for that purpose or in case of urgency after twenty-four hours notice to the principal engineer of the Company and refusal by him or neglect to answer the Joint Companies may make and do in and upon as well the land of the Company as their own lands all such works and things as they shall reasonably think requisite in that behalf for insuring such repair and the sum from time to time certified by their engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Joint Companies from the Company in any court of competent jurisdiction.

Not to interfere with traffic on

(6.) In constructing the Railways above described and by this Act authorised the Company shall not in any way obstruct or

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Shrewsbury and Hereford Railway.

interfere with the traffic passing along the Shrewsbury and Hereford Railway and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said Shrewsbury and Hereford Railway so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the Joint Companies the sum of fifty pounds per hour during which any such unnecessary obstruction or interference shall continue.

No land of Joint Companies to be taken except for certain works.

(7.) Except for the purpose of the junction of the main line and the crossing of the Shrewsbury and Hereford Railway by the Branch Railway No. 1 and which junction or the substituted junction herein-after referred to are to be maintained and worked at the expense of the Company the Company shall not take or acquire any land of the Joint Companies or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Joint Companies or to alter vary or interfere with the railway of those Companies or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of the Railways by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the Joint Companies under their common seal and with respect to any lands of the Joint Companies which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such junction or crossing the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the Joint Companies may at any time or times hereafter should it be necessary for them to do so alter or remove the junction by this Act authorised with their railway and substitute a new junction therefor such junction to be with the main line at a point to be agreed on between the engineers of the Company and the Joint Companies or failing agreement to be settled by an engineer to be appointed by the Board of Trade but so as such alteration or removal or substituted junction as the case may be shall not stop the traffic of the main line by this

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Act authorised or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction as the case may be or the signals works and conveniences connected therewith.

Company to pay for easement.

(8.) The Company shall pay to the Joint Companies by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement.

Arbitration.

(9.) If any dispute shall arise between the Joint Companies and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the Board of Trade the costs of such arbitration to be in the discretion of such arbitrator.

Saving rights of Joint Companies.

(10.) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or powers of the Joint Companies otherwise than is by this Act expressly provided.

For the protection of the Portobello Colliery.

9. The Company before commencing any part of the Railway and works authorised by this Act in or upon the property of George and Henry Ward and known as the Portobello Colliery in the parish of Willenhall in the county of Stafford shall at their own expense alter the tramway sidings and such other works in or upon the said property as would be interfered with by the construction of such Railway and works according to a plan drawn and signed by John Addison the engineer to the said Railway or in such other way as may be mutually agreed upon.

Arrangement with John Pritchard.

10. The Railway intersecting the fields numbered 15 17 20 21 and 22 on the deposited plans in the parish of Worfield in the county of Salop the property of or reputed to belong to John Pritchard shall not without the consent in writing of the said John Pritchard his heirs or assigns be constructed any nearer to his residence than the blue line shown upon the plan coloured pink marked A signed by the Honourable W. H. B. Portman the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and deposited in the Private Bill Office of the House of Commons.

For the protection of the Corporation of Wolverhampton.

11. In constructing the Railway over any public roads of which the Corporation of Wolverhampton are the road or local authority either solely or jointly with any other local authority the said roads shall for the entire width thereof be spanned by the Railway so as not to contract or narrow such roads or the footpaths thereof.

For the protection of Bridgnorth Infirmary.

12. The Company shall not without the consent in writing of the treasurer of the Trustees of the Bridgnorth Infirmary and Dispensary enter upon take or use temporarily or otherwise any portion of the building or land of the said Trustees numbered 127 on the deposited plans in the parish of Saint Leonard Bridgnorth and Number 1 in the parish of Saint Mary Magdalene Bridgnorth until twelve months after they shall have paid to the said Trustees or deposited with Messrs. Glyn and Co. Bankers in the joint names of a person nominated by the Company and another person nominated by the said treasurer the amount agreed upon or in case of disagreement the amount in respect thereof as settled by arbitration or by a jury or fixed by a valuer appointed by the Board of Trade.

For the protection of the trustees of the Catholic Apostolic Church Bridgnorth.

13. Nothing in this Act contained shall enable the Company to enter upon take or use the premises designated as numbers 94 95 and 96 on the deposited plans in the parish of Saint Mary Magdalene Bridgnorth without the consent in writing of the Trustees of the Catholic Apostolic Church in Bridgnorth.

Station at Bernard's Hill Bridgnorth.

14. The Company shall make and maintain in connexion with their Railway a station for passengers in the vicinity of Bernard's Hill in the parish of Saint Mary Magdalene Bridgnorth and shall cause two passenger trains each way to stop thereat daily.

As to construction of Railway across the river Severn at Bridgnorth.

15. The viaduct for the main line of Railway authorised by this Act intended to be constructed in the parish of Saint Mary Magdalene Bridgnorth shall be constructed in accordance with the following provisions:

(*a.*) The eastern channel of the River Severn there and the footpath on the eastern side thereof shall be bridged over by a stone-faced arch of not less than sixty feet span and the highest part of the underside or soffit of the said arch shall not be less than seventy feet above the upper surface of the coping stone over the outlet of the culvert or drain entering the eastern side of the said eastern channel and used for the purpose of draining the adjoining yarn mills or one hundred and sixty nine feet above the datum line marked upon the deposited section.

(*b.*) The western channel of the said river there and the towing-path on the western side thereof shall be crossed either by an

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iron arched girder bridge or by a stone-faced arch (of square span) having one span only of not less than one hundred and fifty feet in width If the former it shall be constructed in such a manner as to deaden the sound of the trains as far as practicable The underside of the highest part of the soffit of the said bridge or arch shall not be less than seventy feet above the upper service of the coping stone aforesaid or one hundred and sixty-nine feet above the aforesaid datum.

(*c.*) The said footpath on the eastern side of the said eastern channel shall not be less than seven feet in width at the narrowest part thereof between the eastern pier of the said arch over the said eastern channel and the edge of the said footpath next to the river and the said towing-path on the western side of the said western channel shall not be less than eight feet in width at the narrowest part thereof between the western pier of the said bridge over the said western channel and the arris of the existing wharf and coping on the edge next to the river and the said footpath and towing-path shall be made good and finished to the satisfaction of the Severn Commissioners and the Corporation of Bridgnorth.

(*d.*) The whole of the viaduct (excepting the said iron bridge if adopted) shall be faced with stone on the north and south elevations thereof and shall be of the same character or style as far as practicable where in stone as the Knaresborough viaduct of the North Eastern Railway.

(*e.*) During the construction of the said bridges the Company shall provide a sufficient temporary footpath and towing-path.

(*f.*) Any temporary stanks dams piers abutments or timbering required during construction for the support of the said arch over the said eastern channel and footpath and for the support of the said girder bridge or arch over the said western channel and towing-path shall be so constructed and placed as to cause no unnecessary obstruction to the navigation or waterway in either of the said channels.

(*g.*) One month before the Company commence any work in connexion with the said viaduct arch and bridge they shall deposit with the Severn Commissioners and with the Corporation of Bridgnorth at their respective offices plans sections and elevations of the said intended viaduct arch and bridge and if neither the said Severn Commissioners nor the said Corporation of Bridgnorth shall have expressed in writing to the Company their disapproval of such plans sections and elevations within the space of one month after they shall have been so deposited

with them respectively they shall be deemed to have approved thereof And in the event of either the said Severn Commissioners or the said Corporation of Bridgnorth expressing in writing their disapproval of the said plans sections and elevations or any part or parts thereof or in the event of any difference arising between the said Commissioners and the said Corporation or either of those bodies on the one hand and the Company on the other hand as to the said plans sections and elevations or as to the mode of executing the work the same shall upon the application of any one of the parties be settled by some engineer to be nominated by the Board of Trade whose award shall be final and binding on all parties provided always that the Severn Commissioners shall not have power to object to or disapprove of the architectural design and character of the said viaduct arch and bridge as shown in the said elevations if the same are prepared in accordance with the dimensions herein-before expressed.

Company to construct bridges over the Birmingham Canal in manner prescribed by the Engineer of the Canal Company.

16. And whereas the Railways hereby authorised are intended to be carried by means of bridges over a certain canal of the Company of Proprietors of the Birmingham Canal Navigations (which Company is herein-after referred to as the Birmingham Canal Company) and will otherwise interfere with the property and works of that Company at the respective places shown on the deposited plans and in manner herein-after mentioned that is to say—the main line of Railway will pass by means of a bridge over and across the canal of the Birmingham Canal Company called the "Wolverhampton Level" and the towing-path and banks thereto belonging at a point two chains south of the bridge which carries the Stour Valley Railway over the said canal at Rough Hills in the parish of Wolverhampton in the county of Stafford and will also take and otherwise interfere with a gauging stop toll office dwelling-house and land of the Birmingham Canal Company. Railway No. 3 will pass by means of a bridge over and across the said canal of the Birmingham Canal Company called the "Wolverhampton Level" and the towing-path and banks thereto belonging at a point about four chains north of the said bridge which carries the Stour Valley Railway over the said canal at Rough Hills aforesaid. Therefore the following provisions for the protection of the Birmingham Canal Company shall be observed and have effect :—

(1.) The Company shall at their own expense construct in a proper manner and to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company a good and substantial bridge over the said canal and the towing-path

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banks and other works thereof at each of the points where the said Railway is intended to be carried over the same canal as shown upon the said plans deposited as aforesaid and except as herein-after provided the clear opening or span of the arch of each such bridge between the walls or abutments thereof shall be of such width on the square as shall be equal to and sufficient to clear and leave unobstructed at the respective points of crossing the whole navigable waterway of the canal and a space of not less than eight feet wide on one side thereof for a towing-path and every such bridge shall have close fences not less than five feet high above the level of the rails and the spring of the arch or soffit of the girders shall at each of the aforesaid points of crossing over the said canal commence at a point not being less than eight feet above the present surface of the towing-path of the said canal and the underside of the middle of the arch shall not be less than ten feet above the top water level of the said canal and the extreme width of each such bridge shall not exceed thirty-one feet on the square.

Company to keep bridges &c. in repair.

(2.) The Company shall at their own expense at all times for ever after the said several bridges shall have been completed keep the same and all future bridges to be erected or made respectively in lieu thereof and which shall be at the same respective places in the like respective directions and of the like dimensions and capacity as are herein-before severally mentioned together with all works belonging to or connected therewith respectively in good and complete repair to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company and in case of any want of repair to such bridges or either of them or any work belonging thereto or connected therewith and whether such want of repair shall arise from the sinking of such bridges or either of them or any part thereof respectively or from any other cause whatsoever and upon notice in writing thereof being given by the Birmingham Canal Company or their clerk to the Company then the Company shall within the space of ten days after such notice commence the repairs or as the case may require the raising or rebuilding or reconstruction of the said bridges which shall be out of repair or such part or parts thereof as it shall for the time being be requisite to repair raise or rebuild or reconstruct and proceed therein with all reasonable expedition until such repairing raising or rebuilding or reconstruction shall be wholly completed and if the Company shall fail to commence the same within the said space of ten days or to proceed therein with all reasonable expedition as aforesaid it shall be lawful for the

Birmingham Canal Company to make all such repairs to any such bridges and works and to raise or rebuild or reconstruct the same or such part thereof respectively as shall be necessary and in such manner as they may think proper and all the expenses thereof shall be repaid by the Company to the Birmingham Canal Company upon demand and in default of such payment the Birmingham Canal Company may sue for and recover the same against the Company in any court of competent jurisdiction: Provided always that during the progress of constructing any such bridges and at all future time during any repairs raising rebuilding or reconstruction thereof the engineer for the time being of the Birmingham Canal Company with the requisite assistants and workmen shall have free access to such bridges and full permission to inspect the workmanship and materials thereof.

Company not to alter the course or obstruct the navigation of Birmingham canals.

(3.) It shall not be lawful for the Company or any person in execution of this Act without the previous consent in writing of the Birmingham Canal Company under their common seal first obtained, to alter the course of the said canal or any other canal of the Birmingham Canal Company or to contract the width of the same or the towing-path thereof or of any space reserved or intended as a towing-path or paths thereof or any wharf or wharves of the Birmingham Canal Company or to obstruct the course or supply of the water in or to the said canal or in any manner impede the navigation thereof or the access thereto or to any wharf or wharves adjoining or to injure any of the banks or other works of or belonging to the said canal and it shall not be lawful for the Company (except for the purpose of crossing the said canal or for temporary use during the construction of the said Railway) to take or interfere with the said canal or any of the lands of the Birmingham Canal Company or to make any lateral deviation from the course or direction of the said Railways hereby authorised or either of them as delineated on the said plans so deposited as aforesaid to a greater distance than ten yards on either side of the said course or direction by which deviation any of the lands wharves warehouses buildings locks side ponds towing-paths bridges reservoirs feeders or other works of any kind of the Birmingham Canal Company shall be taken used or damaged without the like consent in writing of the Birmingham Canal Company.

In case of obstruction to navigation Rail-

(4.) If by or by reason or in execution of any of the works by this Act authorised or by reason of the mode of construction or of the bad state of repair of any such bridges as aforesaid or

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way Company liable to damages for same.

any of the slopes banks or works of the said Railways or either of them near the said canal or of any other works by this Act authorised to be constructed or by any act or omission of the Company or any of their agents or servants it shall happen that the said canal or the towing-path thereof or any of the works connected therewith shall be so injured or obstructed that boats or other vessels using the same with their usual and accustomed loads shall be obstructed impeded or delayed in their passage along the said canal or shall not be able to pass freely along the same then and in such case the Company shall pay to the Birmingham Canal Company as or by way of ascertained damages the sum of three hundred pounds for every twenty-four hours during which any such obstruction or impediment shall continue and so in proportion for any less period than twenty-four hours and in default of payment of any such sum on demand made on the Company the Birmingham Canal Company may sue for and recover the same together with full costs of suit against the Company in any court of competent jurisdiction.

Nothing to prevent other persons suing for damages.

(5.) Provided always that nothing herein contained shall extend to prevent the Birmingham Canal Company or any other company or person from recovering against the Company any special further or other damages that may be sustained by the Birmingham Canal Company or any other company or person on account of any act or default of the Company in respect of which any sum or sums in the nature of liquidated damages is or are hereby imposed or made payable beyond the amount thereof.

The springs &c. of the Birmingham Canal Company to be preserved.

(6.) Nothing herein contained shall authorise or empower the Company to take away obstruct or lessen any springs brooks streams feeders drains waters or watercourses which now are or heretofore have been taken for the use of the Birmingham Canal Navigations or which the Birmingham Canal Company are by law empowered to take and make use of for the purposes of the said canal or to prevent or interfere with any of such waters flowing into the said canal or into any feeder or reservoir of the Birmingham Canal Company or to take away or obstruct or in any manner impede the free use of any communication already made between the water of the said canal and any steam-engine or to take away or prejudice the right of any person to make such communication pursuant to the provisions of the Acts of Parliament relating to the Birmingham Canal Navigations or any of them.

Company not to obstruct the

(7.) And whereas under and by virtue of the Acts relating to the canals belonging to the Birmingham Canal Company or some

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formation of branches communicating with the Birmingham canals.

of them certain powers are reserved to the owners of mines works and lands adjoining to the said canals or some of them or for the Birmingham Canal Company at the request of such owners to form cuts canals railways tramways or roads not exceeding a certain length therein specified in order to communicate with the said canals. And whereas the Railways by this Act authorised or one of them may intervene between the said canals and some of the mines works or lands of persons to whom such powers are reserved as aforesaid and additional expense would be occasioned by the construction of bridges viaducts or aqueducts for the purposes of carrying such cuts canals railways tramways or roads over or under the said Railways or one of them. Therefore in the event of any such person being desirous to make or procure to be made any such cuts canals railways tramways or roads as aforesaid to communicate with the said canals or any of them the Company shall afford all requisite and proper facilities for the formation thereof where necessary either over under across or by the side of the said Railways or Railway so that the free use of the Railway and works hereby authorised be not obstructed.

Differences to be settled by arbitration.

(8.) If any difference shall arise between the Company and the Birmingham Canal Company touching the matters aforesaid or raised by any person so desirous to make or procure to be made any such cut canal railway tramway or road as aforesaid or between the Company and the Birmingham Canal Company either as to the mode of carrying any such cut canal railway tramway or road as aforesaid over under across or by the side of the said Railways or Railway or as to the place where the same should be so carried or as to the facilities to be afforded by the Company for the purposes thereof or as to the necessity for or the extent of any repair or reconstruction or as to any other matter arising out of these provisions such difference shall be settled by an engineer to be appointed on the application of either party by the Board of Trade and the cost of such reference shall be borne and paid as such arbitrator shall direct.

Communication between the canals and certain lands not to be obstructed.

(9.) And whereas the said Railways or one of them may also intervene between the said canals and lands on which steam engines may hereafter be erected between which and the said canals or some of them communications for the passage or supply of water may require to be made therefore if any such communications are hereafter so required to be made the Company shall afford all requisite facilities for the purposes thereof by constructing at the expense of the party applying for the same or permitting to be constructed through under or over

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the said Railways or Railway such culverts arches pipes tunnels or other works as may be necessary and in the event of any difference arising between the Company and the Birmingham Canal Company or any other person as to the nature and amount of the facilities so to be afforded by them such difference shall in like manner be settled by arbitration in manner provided in the preceding subsection.

Company not to interfere with the rights &c. of the Canal Company.

(10.) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges powers or authorities vested in the Birmingham Canal Company in and by all or any of the several Acts of Parliament now in force relating to the said canals except as is expressly enacted by this Act.

Limiting quantity of Penn Common to be acquired and prohibiting user of graveyard at Bridgnorth.

17. Notwithstanding anything shown on the deposited plans the Company shall not purchase or take more than twelve acres of Penn Common in the parish of Penn in the township of Upper Penn in Staffordshire And it shall not be lawful for the Company to enter upon take or use any part of the disused graveyard attached to the Baptist Chapel in the parish of St. Mary Magdalene Bridgnorth numbered on the deposited plans 88 in the said parish.

For the protection of Penn Common.

18. With reference to Penn Common (herein-after referred to as the common) the following provisions shall have effect:

(*a.*) In constructing the main line of Railway by this Act authorised the Company shall so construct the Railway as that the centre line thereof shall not be further northward than the red line shown on a map signed in duplicate by the Honourable W. H. B. Portman the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and deposited in the Private Bill Office of the House of Commons and herein-after in this section referred to as the said map.

(*b.*) In constructing the said main line of Railway across the south-east corner of the common the Company shall make and for ever thereafter maintain a bridge under the Railway at the place indicated on the said map in order to afford communication between the two portions of the common lying respectively to the north and south of the proposed Railway such bridge to be built in conformity with the following regulations (that is to say) the width of the arch shall be such as to leave thereunder a clear space of not less than twelve feet and the clear height of the arch from the surface of the ground shall be not less than fourteen feet for a space of nine feet. The roadway

under the said bridge shall be on a level with the common on both sides thereof if practicable but if not the approaches to the said roadway shall be made in a way to prevent the accumulation of water in the said roadway.

(*c.*) The Company shall throw into the common so much of the pieces of land coloured blue on the said map as shall not be required for the purposes of the construction of the Railway, and such pieces of land when so thrown into the common shall form a portion thereof as fully as if they had theretofore formed a part of the common, and the owners of the common shall have the same rights in and over such portions as they had in and over the portions of the common taken and used for the said Railway and the same shall be held and enjoyed accordingly and the value (that is the cost at which they stand to the Company exclusive of law costs) of such pieces of land so thrown into the common shall as between the owners of the common on the one hand and the Company on the other be set off against the compensation to be paid in respect of the portions of the common taken by the Company. In this section the words owners of the common shall include not only the owners of the soil thereof but also the owners of any commonable or other rights in or over the same.

Power to take easements by agreement.

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

Capital.

20. The capital of the Company shall be one million two hundred and fifty thousand pounds in one hundred and twenty-five thousand shares of ten pounds each.

Shares not to be issued until one fifth paid.

21. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

22. One fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval

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between successive calls and three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

23. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to divide shares.

24. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on half shares.

25. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) first in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividend on preferred half shares to be paid out of the profits of the year only.

26. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half shares to be registered and certificates issued.

27. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of

the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificates.

28. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred half shares.

29. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred half shares not to be cancelled or surrendered.

30. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

31. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

32. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole four hundred and sixteen thousand six hundred and sixty pounds and of that sum they may from time to time borrow any sums not exceeding in the whole two hundred and eight thousand three hundred and thirty pounds in respect of each sum of six hundred and twenty-five thousand pounds of capital but no part of either of such sums of two hundred and eight thousand three hundred and thirty pounds shall be borrowed until the whole of the portion of capital in respect of which the borrowing power is exercised is issued and accepted and one half thereof paid up and the Company have proved to the justice who is to certify under the fortieth

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section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such portion has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such portion has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

For appointment of a receiver.

33. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

34. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

35. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied to the purposes of this Act only to which capital is properly applicable.

First ordinary meeting.

36. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act.

Quorum of meetings of Company.

37. The quorum of meetings of the Company shall be twenty shareholders present in person or by proxy holding in the aggregate not less than one hundred thousand pounds in the capital of the Company.

Number of directors.

38. The number of directors shall be ten but the Company may from time to time reduce that number provided that it be not less than six.

Qualification of directors.

39. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

40. The quorum of a meeting of directors shall be five so long as their number is more than seven and four when it is reduced to seven.

First directors.

41. The Honourable Richard Thompson Lawley, Edward Fisher Smith, Sidney Hopton Hadley, Edwin Dixon, Alfred Hickman, John William Sparrow, Samuel Loveridge, Thomas Barker, Thomas Martin Southwell, and Ralph Augustus Benson shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being if qualified re-eligible and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 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 same Act.

Election of directors.

Lands for extraordinary purposes.

42. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed fifteen acres.

Period for compulsory purchase of lands.

43. 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.

Inclination of road.

44. In altering for the purposes of this Act the road next herein-after mentioned, the Company may make the same of any inclination not steeper than the inclination herein-after mentioned in connexion therewith; (that is to say)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
47	Stokesay	Public	1 in 11

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Stopping up road at Claverley.

45. The Company may stop up and extinguish all rights of way in or over the public road in the township and parish of Claverley in Shropshire leading from the high road from Claverley to Bobbington to the high road from Claverley to Gatacre and designated on the tithe map of the said parish of Claverley by the No. 258.

Notice to be given of taking houses of labouring classes.

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

Company to procure accommodation for persons of the labouring classes to be displaced.

47. Before taking in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall (unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice and the Company may for the purpose of procuring such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase by agreement such further lands as may be necessary for such purpose and may on such lands erect labouring class dwellings and may let or otherwise dispose of such lands and dwellings and may apply for the purposes of this section or any of them any moneys they are authorised to raise under the powers of this Act.

Deposit fund not to be repaid except so far as railway is opened.

48. Whereas pursuant to the Standing Orders of the Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter 20 a sum of fifty-nine thousand and sixty-one pounds fourteen shillings and sixpence new three per cent. annuities being equal in value to five per centum upon the amount of the estimate in respect of the Railways as originally proposed to be authorised has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act: And whereas the Branch Railways Number 2 and Number 4 as originally proposed are not authorised by this Act and three thousand nine hundred and fifty-four pounds twelve

shillings of the said sum of annuities is attributable to those Branch Railways: And whereas fifty-five thousand one hundred and seven pounds two shillings and sixpence of the said annuities is equal in value to five per centum on the amount of the estimate of the Railways by this Act authorised and is in this Act referred to as the "deposit fund:" Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not 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 the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as the depositors) unless the Company shall previously to the expiration of the period limited by this Act for completion of the Railways open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the Railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the Railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the Railway so opened bears to the entire length of the Railway the Court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

49. If the Company do not previously to the expiration of the period limited for the completion of the Railway complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the Railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in

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such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Chancery Division may order repayment of surplus deposit.

50. The Chancery Division of the High Court of Justice may at any time after the passing of this Act order that the sum of three thousand nine hundred and fifty-four pounds twelve shillings new three per cent. annuities part of the said sum originally deposited in respect of the Branch Railways Number 2 and Number 4 proposed by the Bill for this Act together with any interest or dividend accrued thereon shall be paid or transferred to the depositors or as they may direct.

Period for completion of railways.

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

Tolls.

52. The Company may demand and take in respect of the use of the Railways any tolls not exceeding the following (that is to say):—

In respect of passengers and animals conveyed upon the Railways or any part thereof as follows:—

Class 1. For every person conveyed in a first-class carriage per mile threepence;

Class 2. For every person conveyed in a second-class carriage per mile twopence;

Class 3. For every person conveyed in a third-class carriage per mile one penny;

Class 4. For every horse mule or ass or other beast of draught or burden conveyed in or upon any carriage per mile threepence;

Class 5. For every ox cow bull or neat cattle conveyed in or upon any carriage per mile threepence;

Class 6. For every calf pig sheep or lamb or other small animal conveyed in or upon any carriage per mile one penny;

In respect of goods conveyed on the Railways—

Class 7. For all coals coke culm slack cannel cinders lime limestone sand clay (except fire clay) chalk dung compost and all sorts of common manure and all undressed materials for the repair of highways clay ironstone and iron ore per ton per mile one penny halfpenny;

Class 8. For all guano and artificial manures pig iron bar iron and all other similar descriptions of iron and iron castings not manufactured into utensils or other articles of merchandise undressed stones for building pitching and paving bricks tiles common slates fire clay charcoal bats copper tin lead and other ores per ton per mile one penny halfpenny;

Class 9. For all sugar grain corn flour potatoes hides (dried and salted) dyewoods timber staves and deals metals (except iron) tinned plates nails anvils vices hoop-iron sheet-iron and chains per ton per mile twopence;

Class 10. For lace fur silk drapery millinery china glass cotton wool manufactured goods drugs and all other wares merchandise fish articles matters or things per ton per mile threepence;

In respect of carriages conveyed on the Railways—

Class 11. 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 if having more than two wheels per mile fourpence; and if having only two wheels per mile threepence; and for every additional quarter of a ton up to four tons which any such carriage weighs one penny halfpenny per mile in addition if such carriage have more than two wheel and threefarthings per mile in addition if the same have only two wheels.

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Tolls for carriages &c.

53. For carriages supplied by the Company the Company may (in addition to the other tolls by this Act authorised) demand or take for or in respect of goods articles matters or things persons or animals comprised in either of the classes herein-before specified any tolls not exceeding the tolls next herein-after mentioned in connexion with the class in which such goods articles matters or things persons or animals are respectively comprised (to wit):—

For Class 1 for each person per mile one penny;
For Class 2 for each person per mile three farthings;
For Class 3 for each person per mile one halfpenny;
For Class 4 for each animal per mile one penny;
For Class 5 for each animal per mile one penny;
For Class 6 for each animal per mile one farthing;
For Class 7 per ton per mile one halfpenny;
For Class 8 per ton per mile one halfpenny;
For Class 9 per ton per mile three farthings;
For Class 10 per ton per mile one penny;
For Class 11 for each carriage per mile twopence.

Tolls for propelling power.

54. The toll which the Company may demand for the use of 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 in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls.

55. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say):—

Short distances.

For all passengers animals or goods conveyed on the Railway for a less distance than three miles the Company may demand tolls and charges as for three miles.

Fractional parts of a mile.

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such 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 such fraction shall be deemed a quarter of a mile and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile.

Fractional parts of a ton.

For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton.

General weight.

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. Weight of stone and timber.

56. With respect to small parcels 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): Tolls for small parcels and articles of great weight.

For the carriage of small parcels on the Railway or any part thereof as follows:

For any parcel not exceeding seven pounds in weight threepence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence;

For any parcel exceeding fifty-six pounds but not exceeding one hundred and twelve pounds in weight one shilling and fourpence;

For any parcel exceeding one hundred and twelve pounds but not exceeding two hundred and fifty pounds in weight one shilling and eightpence;

For any parcel exceeding two hundred and fifty pounds but not exceeding five hundred pounds in weight the Company may demand any sum which they think fit;

Provided always that articles sent in large aggregate quantities although made up of separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

For the carriage of single articles of great weight as follows:—

For any boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall exceed four tons but shall not exceed eight tons the Company may demand such sum as they think fit not exceeding sixpence per ton per mile;

For the carriage of any single piece of timber stone machinery or other single article the weight of which with the carriage shall exceed eight tons the Company may demand such sum as they think fit.

57. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the Railway including the Maximum rates for passengers.

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tolls for the use of the Railway and for carriages and locomotive power and every other expense incidental to such conveyance shall not exceed the following (that is to say) :—

For every passenger conveyed in a first-class carriage the sum of threepence per mile :—

For every passenger conveyed in a second-class carriage the sum of twopence per mile :

For every passenger conveyed in a third-class carriage the sum of one penny halfpenny per mile.

Maximum rates for animals and goods.

58. The maximum rate of charge to be made by the Company for the conveyance of animals and goods on the Railway including the tolls for the use of the Railway and for waggons or trucks and locomotive power and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say) :—

Class 4. For each animal fourpence per mile ;

Class 5. For each animal threepence per mile ;

Class 6. For every calf or pig one penny halfpenny per mile and for every other small animal one penny per mile ;

Class 7. One penny halfpenny per ton per mile ;

Class 8. Twopence per ton per mile ;

Class 9. Threepence per ton per mile ;

Class 10. Fourpence per ton per mile ;

Class 11. For every carriage if having more than two wheels and not weighing more than one ton and a half sixpence and one penny farthing for every additional quarter of a ton and if having only two wheels fivepence per mile and one penny for every additional quarter of a ton.

Passengers luggage.

59. Every passenger travelling upon the Railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Terminal station.

60. No station shall be considered a terminal station in regard to any goods conveyed on the Railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

61. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the Railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the Railway.

Company may take increased charges by agreement.

62. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

Power to use certain undertakings.

63. The Company and all companies and persons lawfully using their Railways may run over and use with their engines and carriages of every description and with their clerks officers and servants the portions of railways herein-after described together with the stations watering places booking offices warehouses landing places sidings works and conveniences connected therewith respectively.

The Shrewsbury and Hereford Railway from the point of junction therewith herein-before described as the commencement of the main line of Railway and the junction with the Bishop's Castle Railway.

The Bishop's Castle Railway from its junction with the said Shrewsbury and Hereford Railway to its termination at Lydham and Bishop's Castle.

Terms of such use.

64. The terms conditions and regulations in respect of the said use and the tolls or other consideration to be paid for the same shall if not agreed upon between the Company and the company over whose undertaking such powers are exercised be from time to time determined by an arbitrator to be appointed on the application of either party in difference by the Board of Trade and the decision of such arbitrator shall be binding and conclusive on the parties in difference and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct. And the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall apply to every such arbitration.

Byelaws to be observed.

65. In running over and using any portions of railway and in using any of the said stations and conveniences in accordance with the provisions herein-before contained the regulations and byelaws for the time being in force on the undertaking so used shall be at all times observed so far as such byelaws shall be applicable.

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Tolls on traffic conveyed partly on Railway of Company and partly on other Railways.

66. Where under the provisions of this Act traffic is conveyed partly on the Railway of the Company and partly on the railway of any other company the Railway of the Company and the railway of such other company shall for the purposes of short distance tolls and charges be considered as one Railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the Railway of the Company and partly on the railway of any other company for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the Railway of the Company and partly on the railway of any other company and the said short distance tolls and charges shall be divided between the Company and the said other company or companies in such proportion as the arbitrator shall think just.

As to enlargement of Craven Arms Station.

67. In case the Great Western Railway Company and the London and North-western Railway Company shall find that there is not sufficient room at the Craven Arms Station for the user thereof by the Company or any other company or persons using the same under the powers of this Act then the Great Western and London and North-western Railway Companies failing agreement with the Company may if and when they think necessary apply to an arbitrator to be appointed on the application of either company by the Board of Trade to and he shall determine and specify what additional extension or enlargement (if any) of that station is required in consequence of such use and the effecting any such extension or enlargement including the obtaining of all necessary powers in that behalf shall be done by the Great Western and London and North-western Railway Companies or one of them and the cost of the works directed by the arbitrator shall be borne as he shall direct.

Power to agree with the London and North-western Railway Company as to stations at Wolverhampton and Willenhall.

68. The Company and the London and North-western Railway Company may make and carry into effect all such agreements as they may think fit with regard to the use of those portions of the London and North-western Railway which lie between the respective junctions therewith of the Railways hereby authorised and that company's stations at Wolverhampton and Willenhall and also for the use of the same stations for the accommodation of the traffic

whether in passengers or goods animals minerals or other matters and things carried upon the Railways of the Company.

Power to agree with the Midland Railway Company as to Station at Willenhall.

69. The Company and the Midland Railway Company may make and carry into effect all such agreements as they may think fit with regard to the use of that portion of the Midland Railway which lies between the junction therewith of the Railway hereby authorised and that company's station at Willenhall and also for the use of the same station for the accommodation of the traffic whether in passengers or goods animals minerals or other matters and things carried upon the Railways of the Company.

London and North-western and Great Western Railway Companies to give facilities for traffic.

70. The London and North-western and the Great Western Railway Companies respectively shall give to the Company all such facilities as are usual or needful for the convenient working or development of railway traffic including among other things through booking through tickets and invoices and so far as may reasonably be required through carriages and waggons and conveniently-timed and arranged trains whether ordinary or special as the case may require for the reception forwarding transmission conveyance and delivery of such traffic and shall accommodate manage and forward such traffic and give such facilities as effectually regularly and expeditiously as if it were their own proper traffic or traffic which they were desirous of cultivating to the utmost and shall not give any preference priority or advantage over it to any other traffic subject to the payment to them of such proportion of the receipts from such traffic as may be agreed upon or as failing agreement shall be determined by arbitration in manner provided by the next succeeding section.

Providing for facilities.

71. The companies owning the following portions of railway and stations respectively (that is to say):

The Shrewsbury and Hereford Railway from the point of junction therewith herein-before described as the commencement of the main line of Railway and the junction with the Bishop's Castle Railway;

The Bishop's Castle Railway from its junction with the said Shrewsbury and Hereford Railway to its termination at Lydham and Bishop's Castle;

The Central Wales and Carmarthen Junction Railway from its junction with the Llanelly Railway to its junction with the Great Western Railway;

The Milford Railway from its junction with the Great Western Railway to its junction with the Milford Haven Dock and Railway;

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The Branch Railway of the Pembroke and Tenby Railway Company at Towy Bridge near Carmarthen;

The Midland Railway Company in respect of the Midland Railway and the London and North-western Railway Company in respect of the London and North-western Railway and the Great Western Railway Company in respect of the Great Western Railway shall receive book through forward accommodate and deliver on and from the same railway and portions of railway respectively and at the stations warehouses and booking offices thereof all traffic of every description coming from or destined for the undertaking of the Company upon such terms and conditions as may be agreed upon or as failing agreement may be determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

Classification table to be open for inspection—copies to be sold.

72. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the Railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Terminal charges if any to be specified on application.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the Railway render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the Railway shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Penalty.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by the Regulation of Railways Act 1873 (section 14).

Interest not to be paid on calls paid up.

73. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond

the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

74. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general railway Acts.

75. Nothing in this Act contained shall exempt the Company or the Railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Costs of Act.

76. All the costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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