ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

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Cap. clxxxi.

An Act to enable the *Oxford, Worcester, and Wolverhampton* Railway Company to alter and improve certain of their Works, and to construct additional Works; and to authorize Arrangements with respect to the *Stratford-upon-Avon* Canal; and for other Purposes.

[30th *July* 1855.]

WHEREAS an Act was passed in the Eighth and Ninth Years of the Reign of Her present Majesty, intituled "The *Oxford, Worcester, and Wolverhampton* Railway Act, 1845," (8 & 9 Vict. c. clxxxiv.) whereby the *Oxford, Worcester, and Wolverhampton* Railway Company was incorporated: And whereas the following other Acts have been passed relating to such Railway; (namely,) "The *Oxford, Worcester, and Wolverhampton* Railway (Amendment) Act, 1846;" "The *Oxford, Worcester, and Wolverhampton* Railway (Amendment) Act, 1848;" "The *Oxford, Worcester, and Wolverhampton* Railway (Deviation) Act, 1848;" "The *Oxford, Worcester, and Wolverhampton* Railway (Amendment) Act, 1850;" "The *Oxford, Worcester, and Wolverhampton* Railway (Extensions of Time) Act, 1852;' "The *Oxford, Worcester, and Wolverhampton* Railway (Branches

and Extension) Act, 1853;" "The *Oxford, Worcester, and Wolverhampton* Railway (*Stratford* and *Stourbridge* Branches) Act, 1854;" and "The *Oxford, Worcester, and Wolverhampton* Railway (*Chipping Norton* Branch) Act, 1854:" And whereas by the first-recited Act the Company were empowered to construct a Branch Railway described in such Act as the Fourth Branch, and authorized to be made, diverging from and out of the *Oxford, Worcester, and Wolverhampton* Railway at *Brettel Lane*, in the Parish of *Kingswinford*, and terminating in the said Parish at or near the *Oak Farm* Ironworks situate therein, and which Branch Railway, with the Extension thereof herein-after mentioned, is in this Act called "the authorized *Kingswinford* Branch: And whereas by "The *Oxford, Worcester, and Wolverhampton* Railway (Branches and Extension) Act, 1853," the said Company were empowered to extend the Line of such Branch Railway: And whereas the Line of the said Branch Railway might be in several respects improved, and the Construction thereof facilitated, and increased Accommodation be afforded to the Public, if Power were given to substitute a new Line of Railway in lieu of a Portion of such Branch, and it is expedient to enable the Company to make the said Branch Railway in accordance with the Line and Levels shown on the Plans and Sections herein-after mentioned: And whereas the Construction of a Branch Railway to communicate with the River *Severn* and the *Diglis* Lock would be of public Advantage: And whereas the Alteration and Enlargement of the Goods Station at *Wolverhampton*, of the *Netherton* Station, the *Stourbridge* Station, and the *Worcester* Station, and the Construction of a Station at *Yarnton*, and of a Siding into the Goods Station at *Wolverhampton*, and of a Siding to communicate with the *Woodside* Ironworks in the Parish of *Dudley*, and the Construction of other Works and Conveniences, and the Purchase of certain Lands herein-after more particularly mentioned, would tend to the Advantage and Convenience of the Public and of the Company, and facilitate the Transmission of Traffic upon the Railway, and it is expedient to enable the Company to construct the Works and purchase the additional Lands herein-after mentioned: And whereas the Company find much Difficulty in obtaining a proper Supply of Water at *Worcester* for the Purposes of their Railway; and it is expedient to enable the Company to procure a Supply of Water from the River *Severn*, and to lay down Pipes for the Conveyance thereof through certain Streets in the City of *Worcester*: And whereas by "The *Oxford, Worcester, and Wolverhampton* Railway (Amendment) Act, 1846," the Company were authorized to purchase the *Stratford-upon-Avon* Canal Navigation, and the Company of Proprietors of such Canal Navigation were authorized to sell the same to the Company, with all their Rights, Property, and Interests therein: And whereas Agreements have been entered

16 & 17 Vict. c. ccxii.

9 & 10 Vict. c. cclxxviii.

entered into between the Companies for such Purchase and Sale, and the Amount of the Purchase Money has been settled at the Sum of One hundred and eight thousand three hundred and thirty Pounds, being a Sum estimated after the Rate of Thirty Pounds *per* Share upon Three thousand six hundred and eleven Shares in the Company of Proprietors of such Canal Navigation; and it has been agreed that the Company should indemnify and save harmless the said Company of Proprietors against the Annuities, Mortgages, and other Debts and Liabilities, amounting to the Sum of Fifty-two thousand one hundred and four Pounds Four Shillings and Tenpence: And whereas the Purchase Money for the said Canal has been agreed to be paid to the Company, for Distribution amongst the Shareholders thereof, on the First Day of *January* One thousand eight hundred and fifty-six, and the Company are desirous of being enabled to agree with any Proprietor of Shares to whom such Purchase Money may become payable, and who may consent thereto, for the Grant of a Rentcharge upon the said Canal, upon such Terms and Conditions as may be agreed upon, in lieu of the Payment of a Sum in gross: And whereas the Company, by virtue of "The *Oxford, Worcester, and Wolverhampton* Railway (Amendment) Act, 1846," purchased the *Stourbridge* Extension Canal for the Sum of Forty-nine thousand Pounds, and have paid such Purchase Money out of their general Capital, although they have not exercised the Power of raising Capital given by such Act for such Purchase, and they are desirous of being enabled to charge the said Canal, and the Rates, Tolls, and Duties, with the Amount of such Purchase Money, until such additional Capital shall be raised for that Purpose: And whereas it is expedient to enable the Company and the *South Staffordshire* Railway Company to agree with respect to the Construction, Maintenance, Use, and Management of a Joint Station at *Dudley*, in manner herein-after mentioned: And whereas it is expedient that the Provisions of the recited Acts should be altered, amended, and enlarged; but the several Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Company.

I. That in this Act whenever the Words "the Company" are used the same shall be held to mean the *Oxford, Worcester, and Wolverhampton* Railway Company.

Short Title.

II. That in citing this Act for any Purpose it shall be sufficient to use the Expression "The *Oxford, Worcester, and Wolverhampton* Railway (Improvements and Branches) Act, 1855."

III. That

8 & 9 Vict. cc. 18. & 20. incorporated.

III. That "The Lands Clauses Consolidation Act, 1845," and "The Railway Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Power to make Branch Railways.

IV. That it shall be lawful for the Company to make and maintain the Railways and execute the several Works herein-after mentioned, or any of them, or any Part or Parts thereof respectively; (that is to say,)

To make and maintain a Railway in lieu of the Part of the *Kingswinford* Branch herein-after mentioned, commencing by a Junction with the said *Kingswinford* Branch at or near the intended Crossing thereof over the *Stourbridge* Canal to a Point near to and on the West Side of a House called *Fir Tree House* in the said Parish of *Kingswinford*, proceeding from thence to or near to the Turnpike Road from *Dudley* to *Himley* near to the Turnpike Gate known as *Askew Bridge* Gate in the Parishes of *Himley* and *Sedgley*, or one of them:

To make and maintain a Railway commencing by a Junction with the Main Line of the *Oxford, Worcester, and Wolverhampton* Railway in or near a Field situate in the Parish of *Saint Martin* in the County of *Worcester*, and which Field is numbered 36 in the said Parish on the deposited Plans referred to in "The *Oxford, Worcester, and Wolverhampton* Railway Act, 1845," and terminating at or near the River *Severn* on the Left Bank thereof in or near a Field in the said Parish of *Saint Peter* about Two Furlongs below the *Diglis* Lock in the said Parish of *Saint Peter*:

To divert a certain public Carriage Road in the Parish of *Kingswinford* in the County of *Stafford* which is now crossed by the *Oxford, Worcester, and Wolverhampton* Railway on the Level near the *Stourbridge* Canal on the North Side thereof, such Diversion to commence in the said Road proposed to be diverted near to the Bridge over the *Stourbridge* Canal, and to terminate in the Turnpike Road leading from *Brierly Hill* to *Stourbridge* on the Eastern Side of the *Oxford, Worcester, and Wolverhampton* Railway, at or near the Point where such Railway crosses such Turnpike Road, all in the Parish of *Kingswinford*, and to discontinue and stop up the said level Crossing over the *Oxford, Worcester, and Wolverhampton* Railway, and the Portion of the said Road so to be diverted, and to appropriate to and use the same for the Purposes of the said Railway, and to take additional Lands adjoining or near such intended Diversion:

To alter and enlarge their Goods Station at *Wolverhampton* on certain Lands lying between the *Oxford, Worcester, and Wolverhampton* Railway on the East, the *Birmingham, Wolverhampton*,

hampton, and Stour Valley Railway on the West, *Walsall Street* on the North, and the Goods Station of the *Oxford, Worcester, and Wolverhampton* Railway Company on the South, all in the Township and Parish of *Wolverhampton* in the County of *Stafford:*

To alter and enlarge their *Netherton* Station on certain Lands on the North Side of the Railway, and also on the South Side thereof, subject to the Restrictions herein-after contained:

To alter and enlarge their Station at *Stourbridge* on certain Lands on the South Side thereof, and between the said Station and the public Road leading from *Chaun Hill* to *Lower Swinford:*

To alter and enlarge their Station at *Worcester* on certain Lands on the Eastern Side of their Railway extending from a Distance of Three Furlongs or thereabouts on the South Side of such Station, and to alter or stop up a certain Road from *Warnden* to *Worcester* called *Portfields Lane*, from a Point about One Furlong and a Half from the East Side of the *Oxford, Worcester, and Wolverhampton* Railway to the Point where the said Road crosses the said Railway, and to make a Diversion or new Road between such Points, and to appropriate for the Purposes of the Company the Part of the Road which will become unnecessary by reason of such Diversion:

To make and maintain a Station or Sidings on certain Lands in the Parish of *Yarnton* in the County of *Oxford* lying South of the Road from *Cassington* to *Yarnton*, and contiguous to the Junction of the *Oxford, Worcester, and Wolverhampton* Railway with the *Buckinghamshire* Line of the *London and North-western* Railway:

To procure a Supply of Water from the River *Severn*, and to lay down and maintain Aqueducts or Pipes, commencing in the River *Severn* at or near the *Lower Quay* in the Parish of *Saint Andrew* in the City and County of the City of *Worcester*, and terminating in the Station of the *Oxford, Worcester, and Wolverhampton* Railway in the Parish of *Claines* in the County of *Worcester:*

To make and maintain a Siding or Communication from their Main Line of Railway, commencing at or near the Point where it crosses the *Holyhead* Road in the Parish of *Wolverhampton*, and terminating in their Goods Station near *Walsall Street:*

To make and maintain a Siding or Communication from the Main Line of their Railway, commencing at or near the Point where the *Pensnett* Railway crosses the same, and terminating at, in, or near the Works known as the *Woodside* Ironworks.

Power to make Works according to

V. And whereas Plans of the Railways and Works now proposed to be made, describing the Lines or Situation of such Works, and also

deposited Plans.

also the Lands which by virtue of this Act are intended to be or may be taken or used for the Purposes of such Railways, and the Stations, Alterations, Enlargements, Diversions, Works, and Conveniences by this Act authorized, and also Books of Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, and Sections describing the Levels of the Railways, have been deposited with the Clerks of the Peace for the Counties of *Stafford* and *Worcester* and *Oxford*, and for the County of the City of *Worcester*: Therefore, subject to the Provisions in this Act, and in "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," contained in that Behalf, and to the Powers of Deviation in such last-mentioned Act, it shall be lawful for the Company to make and maintain the same Railways, Stations, Alterations, Enlargements, Diversions, and other Works upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the Lands described upon the said Plans and in the said Books of Reference as may be necessary for such Purposes: Provided always, that nothing in this Act contained shall be deemed or construed to empower the Company to erect any Works in or upon or to otherwise interfere with the Street called *Walsall Street* in the Borough of *Wolverhampton*, or the Footpaths thereof.

Proviso as to Lands of T. S. Hellier.

VI. Provided also, That the Company shall not be enabled by this Act to take any Lands compulsorily on the South Side of the *Netherton* Station belonging to *Thomas Shaw Hellier*, except as herein-after mentioned; that is to say, so much of the Lands in the Parish of *Dudley* numbered on the deposited Plans and in the Books of Reference thereto 1, 2, 3, 4, and 5 as may be necessary for constructing the Tramway to the Works of Messieurs *Grazebrook* over such Land, and also so much of the Land numbered 2, adjoining the Railway, and not exceeding Sixty Feet in Width, as may be necessary for the Purpose only of constructing a Siding for such Railway, and also so much of the Land adjoining the Railway numbered 15, 16, 17, 18, and 27 in such Parish, not exceeding Twenty Feet in Width, for the Purpose of constructing additional Sidings only for such Railway.

New Road to be formed in Continuation of Road in Dudley, No. 5 on Plan.

VII. That the Company shall form a Road in continuation of the Road numbered on the deposited Plans 5 in the Parish of *Dudley*, and shall unite the same with the *Halesowen* Turnpike Road on the North Side of the Railway, and shall give up to the Owners thereof the Part of the said Road on the South Side of the Railway.

Provision as to Property required for Works.

VIII. And whereas the *Kingswinford* Branch, and the Siding or Communication to the *Woodside* Ironworks, by this Act authorized, are

are intended for the Supply of Railway Communication to various Manufactories, Collieries, and other like Works, and for the Construction of such Works it may be necessary to take a Part of some of such Manufactories, Collieries, or other like Works, and it is unreasonable that the Owners, Lessees, or Occupiers of such Manufactories, Collieries, or Works should under the Circumstances aforesaid have the Power of compelling the Company to purchase the whole of such Manufactories, Collieries, or Works, if the Company require only a Part thereof: Be it enacted, That for the Construction of the *Kingswinford* Branch and the said Siding or Communication to the *Woodside* Ironworks by this Act authorized, the Owner, Lessee, or Occupier of any Manufactory, Colliery, or other like Work shown on the Plan and described in the Book of Reference of the said Railways may be required to sell or convey to the Company a Part only of such Manufactory, Colliery, or other like Work, although such Owner, Lessee, or Occupier may be willing and able to sell the whole thereof.

Company to relinquish Portions of Kingswinford Branch.

IX. That it shall be lawful for the Company and they are hereby required to abandon so much of the authorized *Kingswinford* Branch as is situate to the North-west of the *Stourbridge* Canal in the said Parish of *Kingswinford* at the Point where such Canal will be crossed by the said Branch Railway.

Compensation to be made where Contracts have been entered into or Notices given.

X. That in any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing any Lands which the Company were empowered to purchase for the Purpose of constructing the Portion of Branch Railway in lieu of which the said Deviation is made, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed pursuant to such Contract or pursuant to such Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided also, that nothing herein contained shall prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line

of

of the Railway, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Period for Completion of Works.

XI. That if the Branch Railways and Works, as authorized to be made by this Act, shall not be completed within Five Years from the passing of this Act, then, on the Expiration of such Period, the Powers by this Act or by the Acts incorporated herewith granted to the Company for executing the same shall cease to be exercised, except as to so much of the same as shall then be completed.

If Railways not completed, &c. within a limited Period, Dividends on Ordinary Shares to be suspended.

XII. That in case the Railways by this Act authorized to be constructed, or any of them, shall not be completed and opened for public Traffic within the Period of Five Years from the passing of this Act, then and from thenceforth it shall not be lawful for the Company or the Directors thereof to pay any Dividend to the Shareholders on the ordinary or unguaranteed Capital of the Company until such Railways shall have been completed and opened for public Traffic.

Crossing of Road on the Level.

XIII. That, subject to the Provisions of "The Railways Clauses Consolidation Act, 1845," and of this Act, as to the crossing of Roads on the Level, it shall be lawful for the Company to cross the following Road on the Level; (that is to say,)

The Road numbered 68 in the Parish of *Kingswinford*.

Company to erect Station or Lodge where Road crossed on the Level.

XIV. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the before-mentioned Road shall be crossed on a Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridge instead of level Crossing.

XV. Provided always, That it shall be lawful for the Board of Trade, if it shall appear to them necessary for the Public Safety, at any Time, either before or after the Works hereby authorized to be made or any of them shall be completed and opened for public Traffic,

Traffic, to require the Company, within such Time as the said Board shall direct, and at the Expense of the Company, to carry the herein-before mentioned Road either under or over the Railway by means of a Bridge or Arch, instead of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board the best adapted for removing or diminishing the Danger arising from such level Crossing.

Inclination of certain Roads.

XVI. That in constructing the Railway across the respective Roads herein-after mentioned it shall be lawful for the Company to alter the Inclinations of such Roads so that the same shall not exceed the respective Inclinations herein specified; that is to say,

Parish.	Number on Plan.	Description of Road.	Steepest Inclination of Road when altered.
Kingswinford	9 and 1	Public Road - -	1 in 13.
Kingswinford	76 and 3	Public Road - -	1 in 11.

Same Tolls as on Oxford, Worcester, and Wolverhampton Railway.

XVII. That it shall be lawful for the Company to demand and receive, for and in respect of the Railways hereby authorized, the same Tolls and Charges as they are by "The *Oxford, Wolverhampton, and Wolverhampton* Railway Act, 1845," authorized to demand and receive for and in respect of the *Oxford, Worcester, and Wolverhampton* Railway: Provided always, that the maximumTolls an d Charges to be levied and received by the Company in respect of the said Railways and Works shall in no Case exceed the maximum Tolls and Charges authorized by the last-mentioned Act.

Power to break up Streets in Worcester, to obtain Supply of Water for Worcester Station.

XVIII. That it shall be lawful for the Company, from Time to Time, as they think fit, to obtain a Supply of Water for the Purposes of their Railway from the River *Severn* at *Worcester*, and for such Object the Company may lay down, renew, enlarge, alter, and repair, from Time to Time, in, under, and along the several Streets described upon the Plans deposited as aforesaid, such Conduits and Pipes, with pumping Engines, Tanks, and Works, as they may think necessary; and the Clauses of "The Waterworks Clauses Act, 1847," "with respect to the Construction of the Act and any Act incorporated therewith," "with respect to the Construction of the Waterworks," and "with respect to breaking up of Streets for the Purpose of laying Pipes," except Section Fourteen of such Act, shall be incorporated with and form Part of this Act.

Application of existing Capital.

XIX. That the Company may apply to the Construction of the several Works authorized to be made by this Act so much of the Moneys raised or authorized to be raised under the Powers of the

the several Acts relating to the Company, or any of them, as may remain unappropriated, and as may be necessary for such Purposes.

Power to agree with Shareholders in Stratford-upon-Avon Canal for a Rentcharge on the Canal.

XX. That it shall be lawful for the Company, subject nevertheless as herein-after provided, either previously or subsequent to the Completion of the Purchase of the *Stratford-upon-Avon* Canal Navigation, to agree with any Shareholder in such Canal Navigation for a fixed annual Rentcharge or Annuity, or fixed annual Rentcharges or Annuities, in lieu of a Payment of a Sum in gross, in respect of his Interest as Proprietor of a Share or Shares in the Purchase Money for the said Canal Navigation to become payable to the Company of Proprietors thereof on the First Day of *January* One thousand eight hundred and fifty-six, and such Rentcharge or Annuity, or Rentcharges or Annuities, may be either in perpetuity or for a Term or Terms of Years, and upon such Conditions, as may be mutually agreed upon between the Company and any such Shareholder, and the same shall from Time to Time be payable half-yearly, free and clear of all Deductions and Abatements whatsoever (except Income Tax or Property Tax, or any Tax in the Nature thereof).

Rentcharge to be a Charge on the Canal.

XXI. That the Rentcharge or Annuity payable to any such Shareholder accepting the same shall be charged and chargeable on the *Stratford-upon-Avon* Canal Navigation, and the Tolls, net Gains and Profits thereof, and shall rank next in succession after the existing Incumbrances remaining and charged upon the said Canal Navigation in pursuance of the before-mentioned Agreement between the said Companies, and as a collateral Security shall be a Charge upon the general Undertaking of the *Oxford, Worcester, and Wolverhampton* Railway Company (subject nevertheless to any Money raised or which is now authorized to be raised by Mortgage or Bond upon the Security of such Undertaking, and subject also to any Rents or other Charges or Incumbrances payable by the Company in respect of Land or any other Undertaking purchased or held under Lease by them).

Mode of making Arrangements.

XXII. That the Company may, at any Time previous to the First Day of *January* One thousand eight hundred and fifty-six, make such Arrangements as are herein-before authorized with any Shareholder in the Capital of the said Company of Proprietors of the *Stratford-upon-Avon* Canal Navigation, and for the Purposes of such Arrangement every Shareholder in the Capital of the said Company of Proprietors shall be deemed to be entitled to the Sum of Thirty Pounds for each Share held by him therein upon the Division of the Purchase Money payable for the said Canal Navigation, and the said Sum of Thirty Pounds shall be deducted from the Amount of the

Purchase

Purchase Money payable to such Company of Proprietors for every Share in respect of which such Rentcharge or Annuity in lieu of a Sum in gross shall be agreed to be taken, and the Grant of such Rentcharge or Annuity shall be deemed a Payment on account to the said Company of Proprietors: Provided always, that the Company may enter into any such Arrangements with any Person after the said First Day of *January* One thousand eight hundred and fifty-six, or after the Conveyance of the Canal Navigation to them, as well as previously thereto.

Powers for Executors, &c. to accept new Shares.

XXIII. That all Executors, Administrators, Husbands, Guardians, and Trustees, and all Committees of the Estates of Lunatics or Idiots, in whose respective Names any of the Shares in the said Canal Navigation from Time to Time stands, or who in such respective Capacity are entitled to the Receipt of the Dividends thereon, may, on behalf of their respective Cestuique Trust, Wives, Wards, Lunatics, and Idiots, accept the Rentcharges or Annuities offered under this Act; and such Acceptance shall be as valid as if such Executors and other Persons respectively were absolutely entitled in their own respective Right to such Shares in the Canal Navigation, and shall enure for the Benefit of and bind such Cestuique Trust, Wives, Wards, Lunatics, and Idiots accordingly.

Consent of Reversioner necessary in case Parties have a Life Interest only in the Shares.

XXIV. Provided always, That nothing in this Act contained shall be construed to authorize any Person who, or whose Cestuique Trust, Wife, Ward, Lunatic, or Idiot, shall have an Interest for Life, or some other limited Interest less than an absolute Interest in perpetuity for his own Use and Benefit, in any Share or Shares in the said Canal Navigation, to accept any Rentcharge or Annuity under this Act, without the Concurrence of the other Person or Persons interested in such Share or Shares, or empowered under this Act or otherwise to deal therewith in manner aforesaid; and any such Rentcharge or Annuity to be accepted under the Powers of this Act by or on behalf of any such incapacitated Person as aforesaid shall be at an uniform Rate of Interest, and in perpetuity, and not for a Term or Terms of Years.

Form of Rentcharge.

XXV. That the Deed constituting such Rentcharge or Annuity may be in the Form, so far as applicable, contained in the Schedule (B.) of "The Land Clauses Consolidation Act, 1845," or in such other Form as the Company think proper, and the yearly Rents reserved thereby may be recovered in manner authorized by the Eleventh Section of the said Act with respect to yearly Rents therein referred to.

XXVI. Pro-

Act not to affect Rights of other Shareholders in Stratford-upon-Avon Canal Navigation.

XXVI. Provided nevertheless, That no Agreement which may be made between the Company and any Shareholder in the said Canal Navigation, and no Rentcharge or Annuity which may be granted by the Company under the Provisions of this Act, shall in any Manner whatever alter or affect the Rights, Interests, or Remedies of any other of the Shareholders in the said Canal Navigation, under "The *Oxford, Worcester, and Wolverhampton* Railway (Amendment) Act, 1846," or under any Agreement between the Company and the Company of Proprietors of the *Stratford-upon-Avon* Canal Navigation, or shall in any way alter, lessen, or diminish the Obligations or Liabilities of the Company under the said Act or the said Agreements, with reference to the Payment of such Part of the Purchase Money payable to the said Company of Proprietors as shall not have been commuted into a Rentcharge or Annuity under the Provisions of this Act, but that all such Rights, Interests, Remedies, Obligations, and Liabilities shall remain in as full Force and Effect as if this Act had not been passed.

Power to charge the Stourbridge Extension Canal with Amount of Purchase Money.

XXVII. That it shall be lawful for the Company to raise by Mortgage of the *Stourbridge* Extension Canal, and the Rates, Tolls, and Rents received in respect thereof, any Sum not exceeding the said Sum of Forty-nine thousand Pounds paid or required to be paid in respect of the Purchase of the said Canal; and such Sum shall be a Charge upon the said Canal, and the Rates, Rents, and Tolls thereof, and shall be applicable to or towards the Replacement of the Money advanced for such Purchase out of the general Capital of the Company; and all the Provisions of "The Companies Clauses Consolidation Act, 1845," relating to the raising of Money upon Mortgage or Bond, shall be applicable to the Money to be borrowed on the Security of the said Extension Canal: Provided always, that nothing in this Act contained shall prejudice or affect the Priority of the existing Mortgages, if any, already charged upon the said Extension Canal.

As to Dudley Joint Station.

XXVIII. That it shall be lawful for the Company and the *South Staffordshire* Railway Company, or the Lessee of such last-mentioned Railway, to enter into Agreements or Arrangements with reference to the Construction, Maintenance, Use, Working, and Management of a Joint Station at *Dudley*, with Sidings and Works connected therewith, and for the fixing, regulating, and Apportionment of the Tolls, Rates, and Terminal Charges to be demanded, taken, and received for the Use of the said Station and the Works connected therewith, and with respect to the Payment out of their respective Corporate Funds or Revenues of the Expenses attending such Joint Station and Works.

XXIX. Pro-

Certain Property not to be taken without Consent.

XXIX. Provided always, That nothing in this Act contained shall empower the said Company to enter upon, purchase, or take any of the Freehold or Leasehold Lands designated in the Plan and Book of Reference deposited with the Clerk of the Peace for the County of *Worcester* as Numbers 1 in the Parish of *Saint Peter* and 3 and 7 in the Parish of *Saint Martin*, the Property of *Thomas Rowley Hill* Esquire, without the Consent of the said *Thomas Rowley Hill*, his Heirs, Executors, Administrators, or Assigns, for that Purpose first had and obtained.

Company not to deviate Riverwardwithout Consent of Admiralty.

XXX. That the Branch Railway near *Worcester* terminating on the Shore of the River *Severn*, and other Works, shall not deviate Riverward of the continuous Centre Line of Way marked on the Plans deposited at the Admiralty, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or of the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty.

Working Drawings of Works affecting tidal Waters to be deposited with Admiralty.

XXXI. That previously to commencing any Work hereby or otherwise authorized which affects or may affect any tidal or navigable Water or River the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the said Work, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Work shall be constructed only in accordance with such Approval; and when any such Work shall have been commenced or constructed it shall not be lawful for the Company at any Time to alter or extend the same, without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Work shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Admiralty may order local Survey, at Expense of Company.

XXXII. That if at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in,

in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters may be removed by Admiralty at Expense of Company.

XXXIII. That if any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Proviso for Access to the Eastern Side of Brettell Lane Station.

XXXIV. That the said Company shall, in diverting the said Road at the *Brettell Lane* Station, from Time to Time maintain so much of the said Road on the Eastern Side of the said Station as may be necessary for giving a convenient Access for the Reception and forwarding Goods and Minerals at the said Eastern Side of the said Station and Sidings, or such other Station or Sidings as may from Time to Time be constructed there.

Facilities to be afforded for Construction of a certain Siding.

XXXV. That the Company shall, subject to the Provisions contained in the Seventy-sixth Section of "The Railways Clauses Consolidation Act, 1845," afford all reasonable Facilities to the respective Owners or Lessee of the *Kettley* Furnaces and *Corbyn's Hall* New Furnaces in the Parish of *Kingswinford*, for the Construction and Maintenance of such respective Owners or Lessee of a Siding or Communication between such respective Furnaces and some convenient Point on the Deviation of the *Kingswinford* Branch: Provided always, that all Works for forming such Junction with the Line of such Branch shall be formed under the Superintendence and to the Satisfaction of the Engineer for the time being of the *Oxford, Worcester, and Wolverhampton* Railway Company.

As to Bridge over Brettell Lane Turnpike Road.

XXXVI. That the Turnpike Road numbered 44 in the Parish of *Kingswinford* on the deposited Plans and in the Books of Reference thereto shall be carried over the Railway by means of a Bridge, and the

the Width of such Bridge and of the Approaches thereto shall not be less than the present Width at the same Place of the Turnpike Road, except with the Consent of the Trustees of such Road; and the said Bridge and the Approaches thereto shall be formed in all other respects in conformity with the Provisions of "The Railways Clauses Consolidation Act, 1845."

For Protection of William Mathews.

XXXVII. And whereas the authorized Line of the *Kingswinford* Branch was intended to pass close to certain Ironworks and Blast Furnaces in the Parish of *Kingswinford* called the *Corbyn's Hall* Mill and Forge and Furnaces, under Lease to *William Mathews* Esquire, partly in the Occupation of the said *William Mathews*, and partly in the Occupation of *Samuel Holmden Blackwell*, and it is expedient to make Provision for a Communication between such Works and the Deviation in the Line of the *Kingswinford* Branch by this Act authorized, and for the Protection of the said *William Mathews:* Therefore the Company, in executing the said Deviation or new Line of Railway in the Parish of *Kingswinford*, and previous to the opening of the same for Traffic, shall execute at their own Expense the following Works, subject to the Provisions herein-after contained; (that is to say,) the Company shall form and complete a Siding from such Deviation or new Line of Railway, commencing in a Field numbered 20 on the deposited Plans referred to in this Act and in the Books of Reference thereto in the said Parish of *Kingswinford*, to the South Side of the *Corbyn's Hall* Canal Basin, and thence by Three diverging Lines, One thereof terminating on the Furnace Hearth near the Top of the Furnaces, the Second of such diverging Lines terminating in the Front of the Casting Houses, and the other of such diverging Lines terminating on the West Side of the Forge and Mill in the Occupation of the said *Samuel Holmden Blackwell:* The Company shall preserve, as far as practicable, the present Communication by the Tramways and Railways intersected by such Siding, and in order thereto shall carry the same Tramways and Railways, according to Circumstances, either over or under such Siding or cross the same on a Level: The Land for the Purpose of such Siding shall be provided by the said *William Mathews*, without Cost to the Company: All such Works shall be constructed under the Control and Superintendence of the Engineer of the Company for the Time being, and be made in a good and workmanlike Manner; but if the Expense of constructing the said Siding and the Works connected therewith shall exceed the Sum of Two thousand five hundred Pounds, the Excess beyond such Sum shall be paid by the said *William Mathews*, and the Maintenance and Repair of the said Siding and Works shall be executed by him: The Company shall form a Communication under the Railway, in One

of

of the Fields numbered 25 or 29 in the Parish of *Kingswinford* on the said deposited Plans and Books of Reference thereto, the Height of such Communication to be not less than Ten Feet, and the Width between the Abutments of the Bridge in such Communication to be not less than Twenty-five feet: The Company shall lay down, at their own Expense, Switches, Crossings, and One Length of Rails for the Purpose of giving Communication to the Coal Pits situate in the Lands numbered 25 and 32 in the Parish of *Kingswinford*.

As to Construction of Kingswinford Branch through Sir S.R.Glynne's Property.

XXXVIII. That the Company, in constructing the *Kingswinford* Branch as authorized by this Act, shall not deviate from the Centre Line shown on the deposited Plans referred to in this Act so as to bring the same nearer to the Ironworks and Blast Furnaces called the *Oak Farm* Ironworks, without the Consent in Writing of Sir *Stephen Richard Glynne* Baronet, his Heirs, Executors, or Administrators, first had and obtained; and the Company, when required by the said Sir *Stephen Richard Glynne*, his Heirs, Executors, or Administrators, or his Lessees, either during the Construction or after the Completion of the Branch Railway, shall, at their own Expense, construct a Bridge over the Railway in such Place between the Portions of the present Coke Hearth divided by the Railway as may be directed by the said Sir *Stephen Richard Glynne*, his Heirs or Assigns, with a Width between the Parapets thereof of Twelve Feet at the least; and the Company in forming the said Branch Railway shall at their own Expense construct Two Culverts under the Railway so as to continue the Pipes for the Supply of the Engines for the Time being on the North Side of the Railway from the Reservoir, and such Culverts respectively shall be of the Height of Four Feet at least, and Three Feet wide in the Centre thereof; and the Company shall not (except for the Purpose of carrying the Railway across the several Tramroads communicating with the said Iron and other Works in the Parish of *Kingswinford*) interfere with the Line of or divert such Tramroads; and the Company shall also, at their own Expense, when required by the said Sir *Stephen Richard Glynne* or his said Lessees, construct a Bridge over the Railway in the Piece of Land or Cinder Bank on the North End of the Furnaces numbered on the diverging Line as 6 in the Parish of *Kingswinford* in the County of *Stafford* on the said Plan and Sections and Book of Reference thereto of the Width of Twelve Feet at least between the Parapets thereof; and in constructing the said Branch Railway the Company shall, at their own Expense, lay down Switches and Openings, and One Length of Rail for Two Sidings, at such Points as may be required by the said Sir *Stephen Richard Glynne* or his Lessee, the One thereof being between the present Cinder Bank and Coke Hearth, and the other at the North-east End of the Fireclay Works of the said Sir *Stephen Richard Glynne*, in

in the said Parish of *Kingswinford*; and in crossing the said several Tramways the Company shall in some reasonable Manner carry the same over or under or on the Level of the Branch Railway, but so as not prejudicially to affect the Construction or Use of such Branch Railway: Provided always, that nothing herein contained shall prejudice any Rights or Interests of the said Lessees or Tenants of the said Sir *Stephen Richard Glynne*.

Regulating Construction of Railway through Property of W. O. Foster, Esq.

XXXIX. That the Company shall, within the Limits of Deviation authorized by this Act, carry the *Kingswinford* Branch through the Property of *William Orme Foster* in the Parish of *Kingswinford*, and over the Tramways belonging to him numbered on the said deposited Plans and in the Books of Reference thereto 55 and 58 in the said Parish, as follows:

The Height of the Bridge over the Tramway numbered 55 shall not be less than Ten Feet from the upper Surface of each of the existing Rails upon such Tramway to the under Side of the Bridge, and the Width of the Bridge over the Tramway between the Abutments thereof shall not be less than Nineteen Feet:

The Height of the Bridge over the Tramway numbered 58 shall not be less than Ten Feet from the upper Surface of each of the existing Rails upon such Tramway to the under Side of the Bridge, and the Width of the Bridge over the Tramway between the Abutments thereof shall not be less than Fourteen Feet:

In constructing the Railway over the existing Communications to the Coal and Ironstone Pits in the Field numbered 58 in the said Parish, the Company shall continue such Communications under the Railway, and for such Purpose shall provide an Opening or Openings sufficient for that Purpose, but not exceeding in the whole Two open Spaces of Thirty Feet each, and of the Height of Ten Feet each from the Surface of the existing Rails on such Communications to the under Side of the Bridge over the same:

The Company shall, if required by *William Orme Foster*, form One additional Communication under or over the Railway in the Property of *William Orme Foster* in the said Parish; and if the Company elect to carry such Communication under the Railway the Opening for such Purpose shall not be less than Fourteen Feet wide and of the Height of Ten Feet:

At each Junction (not exceeding Four in Number) of a Siding from the Works of *William Orme Foster* the Company shall, at their own Expense, form and lay down proper Switches and Crossings, and also One Length of Rail from the Junction with the Rails on the Branch Railway.

Diverging Line not to be made to Kingswinford Branch.

XL. That it shall not be lawful for the Company to construct the diverging Line on the *Kingswinford* Branch from *Fir Tree House* to the Village of *Himley*, notwithstanding the same may be shown on the deposited Plans and referred to in this Act.

Junctions for Sidings for Lord Ward's Coal Pits, &c.

XLI. That the Company, when required by the Person for the Time being entitled to the Receipt of the Rents and Profits of the Estates comprised in the Will of the late Right Honourable *John William* Earl of *Dudley* deceased, and herein-after designated as the Representative of the Earl of *Dudley*, shall, at their own Expense, construct and lay down the following Junctions for Railways to be made by the said Representatives of the said Earl of *Dudley*, with proper Switches, Openings, and One Length of Rails from each Opening; (that is to say,) Two Junctions in the Field numbered on the deposited Plans and in the Book of Reference thereto 74 in the Parish of *Kingswinford*, One Junction in the Field numbered on snch Plans and in such Book of Reference 5 in the said Parish of *Kingswinford*, and One Junction in the Field numbered on such Plan and in such Book of Reference 10 in the Parish of *Sedgley*; and shall permit the said Representatives to lay down Rails in connexion with such Junctions, under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the said Railway Company.

As to Communication to Woodside Ironworks.

XLII. That in constructing the Communication to the *Woodside* Ironworks the Company shall not take any more Land than such as may be necessary for the Purpose only of forming such Communication, and as far as practicable the same shall be made on the Land of the Company, and it shall be lawful for the Company to enter into an Arrangement with the said Representatives of the Earl of *Dudley* and the Occupier of the said *Woodside* Ironworks, or either of them, with respect to the Construction, Maintenance, and Use of the said Communication; and if the Part of the said Communication between the said Ironworks and a Point Eight Chains West of the Mark on the deposited Plans denoting the Second Furlong on such Communication shall, within the Space of Twelve Months after the passing of this Act, have been formed by the said Representatives or Occupier, the Powers given to the Company by this Act for forming such Communication shall cease to be exercised, but the Company shall be at liberty, during such Time as the said Communication shall be maintained, to use such Part of the Communication to and from the *Woodside* Ironworks, upon Payment to the Owner for the Time being of such Part of the Communication of such Tolls and Rates as the Company from Time to Time charge for the like Distance and for similar Use upon the adjoining Parts of their own Railway,

Railway, but such Tolls and Rates to be charged at the Mileage Rate only, and without Increase by reason of the Distance being less than Two Miles, and observing such Rules as may for the Time being be established for regulating the Traffic on the *Pensnett* Railway belonging to the said Representatives, with which the same may be made to communicate.

Junctions may be formed with such Communication.

XLIII. That if the said Company construct that Part of the said Communication between the said Ironworks and the Point Eight Chains West of the Mark denoting the Second Furlong on such Communication, the said Representatives of the said Earl of *Dudley* shall be permitted to form as many Junctions with the said Communication as they may require South of the Land now belonging to the Company, but not in such Number or Manner as to interfere with the Traffic passing conveniently along such Communication, and to use the same Communication or any Part thereof with their own Engines and Carriages, upon Payment of the same Tolls and Rates as the Company charge for the like Distances upon the adjoining Parts of their Railway (but such Tolls and Rates to be charged at the Mileage Rate only, and without any Increase by reason of the Distance being less than Two Miles): Provided always, that if the said Representatives of the said Earl of *Dudley* shall at any Time require the Company to sell the Part of the Communication which might under the Provisions aforesaid have been constructed by such Representatives, the Company shall be bound to sell and convey to such Representatives such Portion of the Communication at a Price equal to the actual Cost of the same Part to the Company; and in case of any Dispute or Difference as to the Amount of Purchase Money the same shall be settled by Arbitration in manner provided by the "Lands Clauses Consolidation Act, 1845."

Communication only to be used by Company and Occupier of Ironworks.

XLIV. That the said Communication shall only be used by the Company and the said Representatives, and the Occupier of the said Ironworks, for Conveyance of Goods and Minerals to and from such Ironworks.

Bridges to be maintained.

XLV. That the said Representatives, if they purchase the said Portion of the said Communication, shall be subject to the Provisions of this Act with reference to the Maintenance of the Bridges on such Communication over the said *Birmingham* Canal; and the said Company shall have the same Right of using the said Portion of the said Communication, on Payment of Tolls and Charges, and Observance of Rules, as they would have had in case the same had been originally formed by the said Representatives.

XLVI. That

In case of Discontinuance of Communication.

XLVI. That if, after the Expiration of the present Leases of the *Woodside* Ironworks, the Representatives of the said Earl of *Dudley* desire at any Time to discontinue the Maintenance and Use of the said Communication, the said Representatives shall give Notice to the Company, requiring them to exercise the Option of purchasing the Portion of the said Communication belonging to the said Representatives, in such Manner, and according to such Stipulations and Arrangements, as are comprised in the subsisting Agreements between the Company and the said Representatives.

Communication to be in lieu of Railway to Works as previously agreed upon.

XLVII. That the said Communication shall, as between the Company and the Representatives of the Earl of *Dudley*, be deemed and taken to be in substitution of any Railway Communication to the *Woodside* Ironworks contemplated in any subsisting Agreements between such Parties, and, save as in this Act otherwise provided, the said Agreements shall not be prejudiced or altered by the Provisions of this Act.

Accounts to be kept by both Parties.

XLVIII. That full and true Accounts shall be respectively rendered by the Company and the Representatives of the Earl of *Dudley*, their Lessees and Tenants, of all Traffic carried by any One of such Parties over any Portion of the Communication belonging to any other of such Parties, and such Accounts shall be made out, and the Moneys due in respect thereof shall be paid from Time to Time to the Party entitled to the Tolls upon such Portion.

Company not required to pay for Land belonging to Lord Ward.

XLIX. That the Company shall not, for the Purpose of constructing the said Communication, be required to pay for any Land which may belong to the Representatives of the Earl of *Dudley*, and which may be necessary for the Construction of the said Communication.

For Protection of the Birmingham Canal.

L. And whereas the said Railway lastly hereby authorized to be constructed is intended to be carried by Bridges or Viaducts over the Canal of the Company of Proprietors of the *Birmingham* Canal Navigations (which Company is hereafter referred to as the *Birmingham* Canal Company) called "The *Level Pond*," situate in the Parish of *Dudley* near certain Ironworks called *Woodside* Ironworks, in the County of *Stafford:* Be it enacted, That the said Railway Company shall and they are hereby required, at their own Expense, to build in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, a good and substantial Bridge or Viaduct over the said Canal and the Towing-path and other Works thereof respectively, at each of the Points where the said Railway is intended to be carried over the said Canal, as shown upon the said Plans so deposited as aforesaid, or within such limited

limited Deviation therefrom as is herein-after authorized; and the clear Opening or Span of the Arch of every such Bridge or Viaduct between the Walls or Abutments thereof shall be of such Width on the Square as shall leave at the respective Points of crossing a clear and unobstructed Waterway for the said Canal of not less than Thirty-six Feet, and a Space of not less than Eight Feet wide on One Side thereof for a Towing-path; and every such Bridge or Viaduct shall have close Fences not less than Six Feet high above the Level of the Rails, and the Spring of the Arch or Socket of the Girders shall, at each of the 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 under Side of the Middle of the Arch shall not be less than Ten Feet above the High-water Level of the said Canal: Provided always, that, with the Consent of the *Birmingham* Canal Company, it shall be lawful for the Company to make the said Bridges or Viaducts of less Dimensions than herein-before provided.

Railway Company to keep Bridges in repair.

LI. That the said Railway Company shall at all Times for ever after the said several Bridges or Viaducts shall have been completed keep the same, and all future Bridges or Viaducts 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, Capacity, and Materials, as are herein-before severally mentioned,) together with all Works belonging thereto or connected therewith respectively, in good and complete Repair; and in case of any Want of Repair to any such Bridges or Viaducts, or any Works belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of any such Bridges or Viaducts or any Part thereof respectively, or from any other Cause whatsoever, and Notice thereof in Writing being given by the said *Birmingham* Canal Company to the said Railway Company or their Clerk, then, if the said Railway Company shall not within the Space of Four Days after such Notice commence the Repairs, or, as the Case may require, the raising or rebuilding or Reconstruction of the said Bridges or Viaducts which shall be out of repair as aforesaid, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild or reconstruct, and proceed therein with all reasonable Expedition, until such repairing, raising, or rebuilding or Reconstruction shall be wholly completed, it shall be lawful for the said *Birmingham* Canal Company to make all such Repairs to any such Bridges or Viaducts, and raise or rebuild or reconstruct the same, or such Part thereof respectively as shall be necessary, in such Manner as they may think proper, and all the Expenses thereof shall be repaid by the said Railway Company to the said *Birmingham* Canal Company, upon Demand; and in default of such Payment any Two or more of Her Majesty's

Justices of the Peace for the County of *Stafford* shall and they are hereby required, on Application by the said *Birmingham* Canal Company or any other Person authorized by them, to cause the Amount of such Expenses (and which Amount shall be settled and allowed by such Justices), upon sufficient Proof that such Repairs or Works were necessary, by Warrant under the Hands and Seals of the said Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said *Birmingham* Canal Company, their Agents or Clerk, rendering the Overplus, if any, on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company, or otherwise the said *Birmingham* Canal Company may sue for and recover the Expenses as aforesaid against the said Railway Company by Action of Debt or on the Case in any Court of competent Jurisdiction: Provided always, that during the Progress of reconstructing any such Bridges or Viaducts, and at all future Times during any Repairs, raising, or rebuilding or Reconstruction thereof, the Engineer for the Time being of the said *Birmingham* Canal Company, with the requisite Assistants and Workmen, shall have free Access to such Bridges or Viaducts, and full Permission to inspect the Workmanship and Materials thereof.

Railway Company not to alter the Course or obstruct the Navigation of the Birmingham Canal.

LII. That it shall not be lawful for the said Railway Company, or any Person, in execution of this Act, except as herein specially provided for, to alter the Course of the said Canal, or any of them vested in the said *Birmingham* Canal Company, or to contract the Width of the same or of the Towing-path thereof, or of any Space reserved or intended as a Towing-path thereof, or to obstruct the Course or Supply of the Water in or to the said Canal, or in any Manner to impede the Navigation thereof or Access thereto, or to injure any of the Works thereof; and that it shall not be lawful for the said Railway Company (except for the Purpose of crossing the same Canal) to take or interfere with the said Canal, or any of the Property of the said *Birmingham* Canal Company, or to make any lateral Deviation from the Course or Direction of the said Railway hereby authorized to be made, as delineated on the said Map or Plan so deposited as aforesaid, by which Deviation any of the Wharves, Warehouses, Buildings, Locks, Side Ponds, Towing-paths, Bridges, Banks, Feeders, or any other Works of the said *Birmingham* Canal Company shall be taken, used, or damaged, without the Consent of the said *Birmingham* Canal Company under their Common Seal first had and obtained.

Provision in case of Obstruction.

LIII. That if, by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction,

struction, or by the State of Repair of any such Bridges or Viaducts, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, or any other Works by this Act authorized to be constructed, or by any Act or Omission of the said Railway Company, or any or either of their Agents or Servants, it shall happen that the said Canal, or the Towing-path thereof, or either of them, or the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same shall be impeded in their Passage along the said Canal, or shall not be able to pass freely along the same, then and in any such Case the said Railway Company shall pay to the said *Birmingham* Canal Company, as or by way of ascertained Damages, the Sum of Three hundred Pounds for every Twenty-four Hours during which any such 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 said Railway Company, the *Birmingham* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of the Superior Courts: Provided always, that nothing herein contained shall extend to prevent the said *Birmingham* Canal Company or any other Company or Person from recovering against the said Railway Company any special, further, or other Damages that may be sustained by them (the Particulars of such Damages being stated in Writing), on account of any Act or Default of the said Railway Company in respect of which the said Sum in the Nature of liquidated Damages is hereby imposed or made payable, beyond the Amount thereof, and they are hereby authorized to sue for and recover such special, further, and other Damages accordingly.

Nothing to authorize the taking the Springs, &c. of the Birmingham Canal Company.

LIV. Provided always, That nothing herein contained shall authorize or empower the said Railway 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 said *Birmingham* Canal Navigations, or which the said *Birmingham* Canal Company are by Law authorized and empowered to take, for the Use of the said Canal, or to take away or obstruct or in any Manner impede the free Use of any Communication already made between the Waters 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 for regulating or otherwise relating to the said *Birmingham* Canal Navigations or any of them.

Railway Company not to obstruct

LV. And whereas, under and by virtue of the Acts relating to the Lands belonging to the said *Birmingham* Canal Company, or some of

the Formation of Branches communicating with the Birmingham Canal.

of them, certain Powers are reserved to the Owners of Mines, Works, and Lands adjoining to the said Canal, or for the said Company, at the Request of such Owners, to form Cuts, Canals, Railways, or Roads, not exceeding a certain Length therein specified, in order to communicate with the said Canal: And whereas the Railway by this Act authorized may intervene between the said Canal 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 Purpose of carrying such Cuts, Canals, Railways, or Roads over, under, or across such Railways: Be it enacted, That in the event of any such Persons being desirous to make or to procure to be made any such Cuts, Canals, Railways, or Roads as aforesaid, to communicate with the said Canal, the said Railway 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 Railway; and if any Difference shall arise between the said Railway Company and any Person so desirous to make or procure to be made any such Cuts, Canals, Railways, or Roads as aforesaid, or between the said Railway Company and the said Canal Company, either as to the Mode of carrying the same over, under, or across or by the Side of the said Railway, or as to the Place where the same should be so carried, or as to the Facilities to be afforded by the said Railway Company for the Purposes thereof, or as to the Proportion of the Cost of making and maintaining the same to be borne by the said Railway Company, or as to the Use thereof at any Time thereafter by the Owners, Lessees, or other Persons in the Occupation thereof, such Difference shall be settled by Arbitration.

Communications between Canal and Steam Engines not to be obstructed.

LVI. And whereas the said Railways may also intervene between the said Canal and Lands on which Steam Engines may hereafter be erected, between which and the said Canal Communication for the Passage or Supply of Water may require to be made: Be it enacted, That if any such Communications are hereafter so required to be made the said Railway Company shall afford all requisite Facilities for the Purposes thereof, by constructing or permitting to be constructed, at the Expense of the Party requiring the same, through, under, or over the said Railway, such Culverts, Arches, Pipes, Tunnels, or other Works as may be necessary; and in the event of any Difference arising between the said Railway Company and the said 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.

Nothing to prejudice the Rights of the

LVII. Provided also, That nothing in this Act contained shall extend to prejudice, diminish, or alter or take away any of the Rights, Privileges,

Privileges, Powers, or Authorities vested in the said *Birmingham* Canal Company in and by all or any of the several Acts of Parliament now in force relating to the said Canal, except as is expressly enacted by this present Act. Birmingham Canal Company.

LVIII. That the said Railway Company shall allow *William Orme Foster*, *George Jones Barker*, and *Thomas Barker*, trading under the Style or Firm of and herein-after called the *Chillington* Company, their Executors, Administrators, and Assigns, to lay down any additional Tramways across the Two Bridges they have erected over their Railway on Land leased to the said *Chillington* Company by *Owen Wallace*, and the said *Chillington* Company, their Successors, Heirs, and all others, shall for ever hereafter have the free and uninterrupted Use of such Tramways and the Roads parallel therewith, for all Purposes for which the same have been heretofore used. The Chillington Company to have Power to lay down Tramways.

LIX. That the said *Chillington* Company, their Successors, Heirs, and others, and their Servants, Workmen, and others, shall and may, permanently and at pleasure, with or without Horses, Trains, Waggons, or other Carriages, laden or unladen, cross and pass and repass over the Surface of the Siding or Communication by this Act authorized to be made in the Direction of the said Two Bridges so erected as aforesaid, and shall also be at liberty to lay, make, and permanently maintain and use Tramways at the present Level over and across the Land on each Side of the said Siding and Bridges; provided that the said *Chillington* Company do not thereby unnecessarily delay the Traffic on the said Siding or Communication. TheChillington Company to have free Use of Tramways.

LX. That the said Railway Company shall make, leave, and permanently maintain sufficient Gaps in the Rails of the said Siding or Communication in the Direction aforesaid, to admit of the Rails of the said Tramways (not being more than Four) across the said Siding or Communication, and being laid at the present Level in such a Manner as to facilitate the continuous, uninterrupted, and easy Transit over or across such Siding or Communication of the Waggons, Trains, or other Carriages aforesaid, and shall so connect the same with the said Crossings over the said Bridges and Land on each Side the said Siding, unto the Lands on the Easterly and Westerly Sides thereof respectively, as to enable the said *Chillington* Company, their Successors, Heirs, and Assigns, and others, to have the free and uninterrupted Use thereof for ever hereafter. The Company to leave Spaces in Rails for Admission of Tramways.

LXI. That the said Railway Company shall not nor will allow any of their Trains, Engines, Waggons, or Carriages to remain stationary on the said Tramways, but shall and will use every Means in their Power The Company not to impede free Use of Tramway.

Power to avoid any Obstruction to the free and uninterrupted passing and repassing upon and across the said Siding by the said *Chillington* Company or their Heirs, and their Workmen and others, for ever hereafter, with or without Horses, Carts, Trains, or Carriages; and if by reason of any Act or Omission of the said Railway Company, or any of their Agents or Servants, the said *Chillington* Company, their Servants, Workmen, and others, shall be obstructed or prevented for a Space more than Five Minutes, and cannot freely pass, then and in either of such Cases the said Railway Company shall pay any Damages sustained by the *Chillington* Company, to be ascertained by Arbitration or Action, in case the Parties disagree (Cases of inevitable Accident excepted).

The Company to erect Gates at Crossing.

LXII. That for the greater Convenience and Security of the Public and of the said *Chillington* Company the Railway Company shall, within a Period of Six Calendar Months from the passing of this Act (if the *Chillington* Company shall require it), by Notice in Writing served upon the Secretary of the Company, erect and permanently maintain a Lodge, Gates, and Gatekeeper at each of the Places before-mentioned where the Tramways shall be crossed on a Level, and be subject to such Rules and Regulations with regard to crossing on the Level as may from Time to Time be settled in case of Difference by the Board of Trade.

Reserving Right of the Chillington Company.

LXIII. That nothing in this Act contained shall affect the Rights of the said *Chillington* Company, either as Owners, Occupiers, or otherwise, as to the Amount of Compensation (if any) which the Railway Company are or may be liable to pay to the *Chillington* Company for any Injury to their Estate and Interests which they have or may sustain by reason of the Exercise of the Powers of this Act, whether by crossing the said Tramways belonging to such Company on the Level or otherwise, but the same shall be settled by Arbitration or Jury, under the Powers of the "Lands Clauses Consolidation Act, 1845."

As to Bridge for Accommodation of W. H. Sparrow.

LXIV. That the said Company shall, within Four Months after being required in Writing so to do by *William Hanbury Sparrow* of *Penn* in the County of *Stafford*, Ironmaster, his Heirs or Assigns, erect in a substantial and workmanlike Manner, and the Company shall after such Erection permanently maintain, for the Use of the said *William Hanbury Sparrow*, his Heirs and Assigns, and his and their Tenants, Servants, and Workmen, a Bridge over the said Main Line of Railway in the Township of *Wolverhampton* aforesaid at a Point situated at or about One hundred and fifteen Feet to the North of the Northern Parapet of the Northernmost Bridge already erected for the Use

Use of the *Chillington* Iron Company over the said Main Line in the said Township of *Wolverhampton*, which Bridge so to be erected shall be Thirteen Feet at least in Width within the Parapets thereof, and in all respects calculated for carrying and bearing any Tramways thereupon to be worked with Horse Power.

As to Right to cross Siding on the Level.

LXV. That the said *William Hanbury Sparrow*, his Heirs and Assigns, and his and their Tenants, Servants, Workmen, and others, shall and may permanently at pleasure, with or without Horses, Waggons, or other Carriages, laden or unladen, cross and pass and repass over the Surface of the Siding or Communication by this Act authorized to be made in the Direction of the said Bridge to be erected as aforesaid, and also over and across any Land at any Time belonging to the said Company on the Easterly Side of the said Main Line, and between it and the said Siding or Communication, and on the Westerly Side of the said Siding or Communication, and shall also be at liberty to lay, make, and permanently maintain and use Tramways over and across such last-mentioned Land and the said Bridge.

Rails to be laid so as to permit crossing.

LXVI. That the said Company shall also, within Four Months after being required in Writing so to do by the said *William Hanbury Sparrow*, his Heirs or Assigns, make, leave, and permanently maintain sufficient Gaps in the Rails of the said Siding or Communication in the Direction aforesaid to admit of the Rails of the said Tramways across the said Siding or Communication being laid in a Manner to facilitate the continuous, uninterrupted, and easy Transit over or across such Siding or Communication of the Waggons or other Carriages aforesaid, and shall so connect the said Bridge so to be erected with the said Siding or Communication, and also with the Land on the Easterly Side of the said Main Line, and shall so connect the said Siding or Communication with the Land on the Westerly Side thereof, as to enable the said *William Hanbury Sparrow*, his Heirs and Assigns, to make and maintain, at an Inclination not exceeding One in Seventy-two, continuous Tramways for the Purpose of connecting the Ironworks and Colliery of the said *William Hanbury Sparrow* and his Partner, situated at *Stow Heath* in the Township of *Wolverhampton* aforesaid, with Land belonging to the said *William Hanbury Sparrow* situated near that Part of the *Birmingham* Canal Navigations which is crossed by the *Bilston Street Bridge* in the same Township.

As to Construction of Tramway.

LXVII. That the said Company shall also, at their own Costs and Charges, within Four Calendar Months after being required in Writing

Writing so to do by the said *William Hanbury Sparrow*, his Heirs or Assigns, construct the said Tramways over and across the said Siding or Communication in continuation of the said Tramways to be constructed over the said Bridge so to be erected, and shall at the like Costs and Charges permanently maintain so much of the said Tramways as shall extend over and across the said Siding or Communication; and in case the said Company shall refuse or neglect to construct the said Tramways for Four Calendar Months after Notice in Writing shall have been given by the said *William Hanbury Sparrow*, his Heirs or Assigns, requiring them to construct the same, and in case the said Company shall refuse or neglect to amend and repair the said Tramways over and across the said Siding or Communication for Twenty-four Hours after Notice shall have been given by the said *William Hanbury Sparrow*, his Heirs or Assigns, to the said Company, to amend and repair the same, then and in either of such Cases it shall be lawful for the said *William Hanbury Sparrow*, his Heirs and Assigns, Tenants, Servants, and Workmen aforesaid, to enter and remain a reasonable Time upon the said Siding or Communication for the Purposes of constructing or amending and repairing the said Tramways over and across the same; and the said Company shall and will from Time to Time, on Demand, pay to the said *William Hanbury Sparrow*, his Heirs or Assigns, the Costs and Charges to which he or they shall from Time to Time have been put in such Construction or amending and repairing.

As to Culvert under Railway.

LXVIII. And whereas the said Company have constructed and carried under Land purchased by them from the said *William Hanbury Sparrow* for the Purposes of the said Railway in the said Township of *Wolverhampton* a certain Watercourse, by means of a Culvert of the interior Diameter of Two Feet Six Inches, which was intended to be in lieu of the former Watercourse running through the said Land, and which Watercourse the said Company have stopped up; but inasmuch as the Water which flows through the said Culvert is discharged at a lower Level at the Boundary of the said Land than the Level at which the Water flowed near such Boundary through the former Watercourse, the said Ironworks of the said *William Hanbury Sparrow* and his Partner may be prejudicially affected: Be it enacted, That the said Company shall, within Four Months after being required in Writing so to do by the said *William Hanbury Sparrow*, his Heirs or Assigns, make and construct such additional Works as will raise the Water to the former Level at the Northernmost Point of the said last-mentioned Land, so that the said Ironworks of the said *William Hanbury Sparrow* and his Partner shall and may be from Time to Time and at all Times hereafter supplied with Water in a Manner not less advantageous than that

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in which they could be supplied before the making of the said Railway.

Company to cleanse Culvert.

LXIX. That the said Company shall permanently maintain the said Culvert and Works respectively in repair, and in a clean State and Condition.

Company to erect and maintain a Pit.

LXX. That the said Company shall, within Four Months after being required in Writing so to do by the said *William Hanbury Sparrow*, his Heirs or Assigns, make, and the said Company shall thereafter permanently maintain, on the West Side of the said Land purchased by them from the said *William Hanbury Sparrow* as aforesaid, a Pit of sufficient Dimensions, and permit the said *William Hanbury Sparrow*, his Heirs and Assigns, and his and their Tenants, Servants, and Workmen, permanently to use and to have free Access to the same, for the Purpose of cleansing the old Culvert which runs under and across and along the Westerly Side of the said *Holyhead* Road; and the said Company shall immediately from and after the passing of this Act permit the said *William Hanbury Sparrow*, his Heirs and Assigns, and his and their Tenants and Servants and Workmen, permanently to use and to have free Access to so much of the Land of the said Company immediately or near adjoining to the said Pit as may be necessary for the Purpose of depositing the Mud and Rubbish which may be taken out of the said old Culvert on cleansing the same.

Reference to Arbitration as to Protection of W. H. Sparrow.

LXXI. That in case any Dispute shall arise between the said *William Hanbury Sparrow*, his Heirs or Assigns, and the said Company, as to the Necessity for the said Company to put up and maintain protective Gates on the said Railway at or near the Point at which the said Bridge is to be erected as aforesaid, or for the Appointment by the said Company of a Servant or Servants to attend to such Gates, then such Dispute shall, at the Request in Writing of the said *William Hanbury Sparrow*, his Heirs or Assigns, or of the said Company, served at the Head Office or on the Secretary of the said Company, or (as the Case may be) on the said *William Hanbury Sparrow*, his Heirs or Assigns, or at his or their Place of Abode, be referred to the Board of Trade within Fourteen Days after such Request shall be made, and if the said Board of Trade shall not decide the Questions in difference within Twenty-eight Days after the same shall have been referred as aforesaid, then such Dispute shall be settled by Arbitration.

Costs of Reference, &c. to be paid by Company.

LXXII. That all the Costs of and incidental to any such Reference to the Board of Trade, and of and incidental to any such Arbitration,

tration, shall be borne and paid by the said Company, unless any Act or Acts on the Part of the said *William Hanbury Sparrow*, his Heirs or Assigns, in regard to the Matters of any such Reference or Arbitration, shall be considered by the said Board of Trade, or Arbitrator or Arbitrators, or Umpire, frivolous and vexatious, in which Case the Payment of the Costs occasioned by such Act or Acts shall be left in the Discretion of the said Board of Trade, Arbitrator or Arbitrators, or Umpire, as the Case may be.

Penalties for Default.

LXXIII. That in default of the said Company executing the whole or any Part of the Works herein-before mentioned for the Protection of the said *William Hanbury Sparrow*, his Heirs and Assigns, within the said Period of Four Months after due Notice as aforesaid, the said Company shall forfeit and pay to the said *William Hanbury Sparrow*, his Heirs or Assigns, the Sum of Ten Pounds *per* Day until such Works shall be fully made and completed; and such Penalty or Penalties may be recovered by Action at Law in any Court of competent Jurisdiction.

Interest not to be paid on Calls paid up.

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

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

LXXV. That it shall not be lawful for the Company, out of any Money by any Act relating to the Railway Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament now in force or hereafter to be in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or to execute any other Work or Undertaking.

Railways not exempt from Provisions of General Acts.

LXXVI. That nothing herein contained shall be deemed or construed to exempt the said Railways by this or the said recited Acts authorized to be made, or the Company, from the Provisions of any General Act relating to such Acts, or of any General Act relating to

to Railways, or to the better and more impartial Audit of the Account of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act or by the said recited Acts, or of Rates for small Parcels.

Expenses of Act.

LXXVII. That all Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or incident thereto, shall be paid by the *Oxford, Worcester, and Wolverhampton* Railway Company.

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