ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

****

Cap. clxxxviii.

An Act for enabling the *London and North-western* Railway Company to make a Branch Line of Railway from *Portobello* to *Wolverhampton*; and for other Purposes. [9th *July* 1847.]

WHEREAS an Act was passed in the Tenth Year of the Reign of Her present Majesty, intituled *An Act to consolidate the* London and Birmingham, Grand Junction, and Manchester and Birmingham *Railway Companies*, under which Act the *London and North-western* Railway Company were incorporated: 9 & 10 Vict. c. 204.
And whereas an Act was passed in the Session of Parliament 1845, intituled *An Act for consolidating in One Act certain Provisions usually inserted in Acts authorizing the taking of Lands for Undertakings of a public Nature,* which Act is called "The Lands Clauses Consolidation Act, 1845:" 8 & 9 Vict. c. 18.
And whereas another Act was passed in the same Session, intituled *An Act for consolidating in One Act certain Provisions usually inserted in Acts authorizing the making of Railways,* which Act is called "The Railway Clauses Consolidation Act, 1845:" 8 & 9 Vict. c. 20.
And whereas it is expedient that the said *London and North-western* Railway Company should be authorized to make the Branch Railway herein-after described: And whereas it is also expedient that some of the Powers and Provisions of the said recited Acts should be altered or amended, and further Powers granted to the

the said Company; 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, That the said "Lands Clauses Consolidation Act, 1845," and such of the Clauses and Provisions of the said "Railway Clauses Consolidation Act, 1845," as are applicable, and are not modified by this Act, and are not inconsistent with the Provisions hereof, shall be incorporated with and form Part of this Act.

8 & 9 Vict. cc. 18. and 20. extended to this Act.

Provisions of London and North-western Railway Acts extended to this Act.

II. And be it enacted, That all the Powers and Provisions contained in the said recited Act relating to the *London and North-western* Railway, except such of them or such Parts thereof respectively as are by this Act expressly repealed, altered, or otherwise provided for, and except such of them as are inconsistent with the Provisions of this Act, shall, where applicable to the Objects and Purposes of this Act, extend and be construed to extend thereto, and to the Railway and Works hereby authorized to be made, and to the several Matters and Things hereby authorized to be done, as fully and effectually as though the same Powers and Provisions were repeated and re-enacted in this Act, and had formed Part thereof, with reference to the said Railway, and Works, Matters, and Things to be made and done hereunder.

Short Title.

III. And be it enacted, That in citing this Act in other Acts of Parliament, and legal Documents of every Description, it shall be sufficient to use the Expression "The *Portobello and Wolverhampton* Railway Act, 1847."

Railway to be made according to deposited Plans.

IV. And whereas Plans and Sections of the Railway, showing the Line and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through which the same is intended to pass, have been deposited with the Clerk of the Peace for the County of *Stafford*; be it enacted, That, subject to the Provisions in this and the said recited Acts contained, and to the Powers of Deviation contained in the "Railways Clauses Consolidation Act, 1845," it shall be lawful for the said Company to make and maintain the said Railway and 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 said Lands as shall be necessary for such Purpose.

Line of Railway.

V. And be it enacted, That the Railway to be made under the Authority of this Act shall commence at and by a Junction with that Portion of the *London and North-western* Railway heretofore called the *Grand Junction* Railway at or near *Portobello* in the Township of *Willenhall* in the Parish of *Wolverhampton*, and shall terminate at and by a Junction with the *Birmingham, Wolverhampton, and Stour Valley* Railway in the Township of *Wolverhampton* in the County of *Stafford*, which said intended Railway and other Works connected

therewith will pass from, in, through, or into or be situate within the several Parishes, Townships, and extra-parochial or other Places of *Wolverhampton*, *Wednesfield*, *Chillington Fields*, otherwise *Chillington Works*, *Stowe Heath*, *Moseley Hole*, *Willenhall*, and *Portobello*, or some of them, all in the County of *Stafford*; and the said Railway and Works when made shall form Part of the Undertaking of the *London and North-western* Railway.

Certain Property not to be taken without Consent.

VI. And be it enacted, That nothing in this Act contained shall authorize the said Company to take or use for the Purposes of this Act any Part of certain Land numbered 99 in the Parish of *Wolverhampton* on the Plans deposited as herein-before mentioned, of which Mr. *Thomas Woodward* is or claims to be Lessee, without the Consent of the said *Thomas Woodward*, his Heirs, Executors, Administrators, or Assigns.

Certain Lands not to be taken without the Consent of the Oxford, Worcester, and Wolverhampton Railway Company.

VII. And be it enacted, That nothing in this Act contained shall empower the *London and North-western* Railway Company to take or use for the Purposes of the Railway by this Act authorized (without the Consent of the *Oxford*, *Worcester*, *and Wolverhampton* Railway Company,) any Portion of the Lands numbered 137, 157, and 158 in *Wolverhampton*, save and except so much of the Pieces of Land numbered 137 and 157 as may be necessary for the Construction, Maintenance, and Use of a double Line of Rails, with an extra Space of One hundred Feet in Width on the East Side thereof, and save and except so much of the said Lands numbered 137 and 157 as lie on the West Side of the Line of Railway by this Act authorized, or of the Line of the *Birmingham*, *Wolverhampton*, *and Stour Valley* Railway authorized by an Act of the last Session.

As to Construction of Bridge over Oxford, Worcester, and Wolverhampton Railway.

VIII. And be it enacted, That the Railway by this Act authorized to be made shall be carried over the *Oxford*, *Worcester*, *and Wolverhampton* Railway by a Bridge, to be constructed according to Plans and Specifications to be approved of by the respective Engineers of the *London and North-western* Railway Company and of the *Oxford*, *Worcester*, *and Wolverhampton* Railway Company, or in case of any Difference of Opinion between such Engineers respecting such Bridge, or the Mode of constructing the same, then according to such Plans and Specifications as shall be approved of by the Commissioners of Railways, or such Umpire as they shall appoint.

Works of the Oxford, Worcester, and Wolverhampton Railway not to be interfered with.

IX. And be it enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the *London and North-western* Railway Company to take or enter upon any of the Lands or Grounds belonging to the *Oxford*, *Worcester*, *and Wolverhampton* Railway Company, further or otherwise than is hereby expressly authorized, and further than may be absolutely necessary for effecting the crossing in the Manner provided for, or to alter, vary, or interfere with the *Oxford*, *Worcester*, *and Wolverhampton* Railway, or any of the Works thereof respectively, without the Consent in Writing of the said *Oxford*, *Worcester*, *and Wolverhampton* Railway Company in every instance first had and obtained.

X. And

Lands for extraordinary Purposes.

X. And be it enacted, That it shall be lawful for the Company to purchase any Quantity of Land for extraordinary Purposes not exceeding Twenty Acres, in addition to the Lands which they are authorized to take for such Purposes under the Authority of the said recited Acts or any of them.

Period for compulsory purchase of Lands.

XI. And be it enacted, That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

XII. And be it enacted, That the Railway hereby authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the recited Acts granted to the Company for executing the said Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Railway as shall then be completed.

A certain Road may be crossed on a Level.

XIII. And whereas the Line of the said intended Railway is intended to be carried across a certain Road in the Parish of *Wolverhampton* numbered 4 on the Plan of the said Railway so deposited as aforesaid, and it is expedient that the said Railway should cross the said Road on a Level; be it therefore enacted, That the said Company may make the said Railway across the above-mentioned Road on a Level at or near the Point marked on the said Plan for the crossing thereof.

Company to erect Station at Point of crossing, and to be subject to Regulations of Commissioners of Railways.

XIV. And be it enacted, That for the greater Convenience and Security to the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the said Railway crosses the before-mentioned Roads on the Level; and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the said 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.

Capital.

XV. And whereas the estimated Expence of the Works by this Act authorized is Fifty thousand Pounds; be it therefore enacted, That it shall be lawful for the said Company, after the whole of the Capital by the recited Acts authorized to be raised shall have been subscribed for, and One Half thereof shall have been paid up, to raise for the Purposes of this Act any Sum or Sums of Money not exceeding in the whole the Sum of Fifty thousand Pounds.

XVI. And

8 & 9 Vict. c. 16. as to borrowed Money to apply to this Act.

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

Interest not to be paid on Calls paid up.

XVII. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest 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.

XVIII. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act, or any other Act relating to the said 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 execute any other Work or Undertaking.

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

XIX. And whereas the said Railway hereby authorized to be constructed is intended to be carried by means of a Bridge or Viaduct over the Canal of the Company of Proprietors of the *Birmingham* Canal Navigation (which Company is herein-after referred to as the *Birmingham* Canal Company) at a Point in the Parish of *Wolverhampton* in the County of *Stafford;* be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to build in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, a good and substantial Bridge or Viaduct over the said Canal and the Towing Paths and other Works thereof at the aforesaid Point where the said Railway is intended to be carried over the same Canal as shown upon the said Plans so deposited as aforesaid, or within such limited Deviation therefrom as herein-after authorized, and the clear Opening or Span of the Arch of such Bridge or Viaduct between the Walls or Abutments thereof shall be

be of such Width on the Square as shall be equal to and sufficient to clear and leave unobstructed at the Point of crossing the whole navigable Waterway of the Canal, and a Space of not less than Eight Feet wide on each Side thereof for a Towing Path, and such Bridge or Viaduct shall have close Fences not less than Six Feet high above the Level of the Rails, and the Spring of the Arch or Soffit of the Girders shall at the aforesaid Point of crossing over the said Canal commence at a Point not being less than Eight Feet above the present Surface of the Towing Path of the said Canal, and the under Side of the Middle of the Arch shall not be less than Ten Feet above the Top-water Level of the said Canal.

Company to keep the Bridge in repair.

XX. And be it enacted, That the said Railway Company shall at all Times for ever after the said Bridge and Viaduct shall have been completed keep the same, and every future Bridge or Viaduct to be erected or made in lieu thereof, and which shall be at the same Place, in the like Direction, and of the like Dimensions, Capacity, and Materials as are herein-before mentioned, together with all Works belonging to or connected therewith respectively, in good and complete Repair; and in case of any Want of Repair to such Bridge or Viaduct, or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of any such Bridge or Viaduct or any Part thereof, or from any other Cause whatsoever not arising from the Act or Default of the said *Birmingham* Canal Company, and Notice thereof 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 Ten Days after such Notice commence the Repairs, or, as the Case may require, the raising or rebuilding or reconstructing of the said Bridge or Viaduct which shall be out of Repair, imperfect, or inadequate as aforesaid, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise or rebuild or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising or rebuilding or Reconstruction shall be wholly completed, it shall be lawful for the said *Birmingham* Canal Company to make all such Repairs to any such Bridge or Viaduct, and raise or rebuild or reconstruct the same, or such Part thereof as shall be necessary, in such Manner as they may think proper, and all the Expences thereof shall be repaid by the said Railway Company to the said *Birmingham* Canal Company, upon Demand, and in default of such Payment any Two 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 their Clerk, or any other Person authorized by them, by Warrant under the Hands and Seals of the said Justices to cause the Amount of such Expences, which Amount shall be settled and allowed by such Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said *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 and recover such Expences as aforesaid against the said Railway Company by Action

of Debt or on the Case in any of the Superior Courts: Provided always, that during the Progress of reconstructing any such Bridge or Viaduct, and at all future Times during any Repairs, raising or rebuilding or Reconstruction thereof, the Engineer for the Time being of the said *Birmingham* Canal Company, with the requisite Assistants and Workmen, shall have free Access to such Bridge or Viaduct, and full Permission to inspect the Workmanship and Materials thereof.

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

XXI. And be it enacted, That it shall not be lawful for the said Railway Company or any Person in execution of this Act to alter the Course of the said Canals or any of them vested in the said *Birmingham* Canal Company, or to contract the Width of the same or of the Towing Paths thereof, or of any Space reserved or intended as a Towing Path thereof, or to obstruct the Course or Supply of the Water in or to the said Canals or any of them, or in any Manner to impede the Navigation thereof or Access thereto, or to injure any of the Banks or other Works thereof, and that it shall not be lawful for the said Railway Company (except for the Purpose of crossing the said Canals) to take or interfere with the said Canals or any of the Property of the said *Birmingham* Canal Company, or 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 Wharfs, Warehouses, Buildings, Locks, Side Ponds, Towing Paths, Bridges, or Feeders of the said *Birmingham* Canal Company shall be taken, used, or damaged, without the Consent of the same Company under their Common Seal first had and obtained.

If Canals, &c. are injured by Works of Railway Company they shall make good the Damage

XXII. And be it enacted, That if by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction or of the bad State of Repair of any such Bridge or Viaduct as aforesaid, or any of the Slopes, Banks, or Works of the said Railway near the said Canal, or of any other Works by this Act authorized to be constructed, or by any Act or Omission of the said Railway Company, or any of their Agents or Servants, it shall happen that any of the said Canals, or the Towing Paths, any or either of them, or the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same, with their usual and accustomed Loads, shall be impeded in their Passage along the said Canals, 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 One hundred Pounds for every Twenty-four Hours during which any such Impediment or Obstruction shall continue, and so in proportion for any less Period than Twenty-four Hours, and in default of Payment of any such Sum, on Demand made on the said Railway Company, the *Birmingham* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case: 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

Company any special, further, or other Damage that may be sustained by them on account of any Act or Default of the said Railway Company in respect of which the said Sum in the Nature of liquidated Damages is hereby imposed or made payable, beyond the Amount thereof, and they are hereby authorized to sue for and recover such special, further, and other Damages accordingly.

The Springs of the Birmingham Canal Company to be preserved.

XXIII. Provided always, and be it enacted, 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 or heretofore have been taken for the Use of the *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 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 for regulating or otherwise relating to the said *Birmingham* Canal Navigation, or any of them.

Company to afford Facilities for the Formation of Cuts, Canals, &c. in connexion with the Birmingham Canal.

XXIV. And whereas under and by virtue of the Acts relating to the Canal belonging to the said *Birmingham* Canal Company, or some 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 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 Canals: And whereas the Railway by this Act authorized 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 Expence 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 the said Railway; be it therefore enacted, That in the event of any such Persons being desirous to make or procure to be made any such Cuts, Canals, Railways, or Roads as aforesaid to communicate with the said Canals or any of them, the said Railway Company shall afford all requisite and proper Facilities for the Formation thereof, where necessary, either over or under or 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 Cut, Canal, Railway, or Road as aforesaid, or between the said Railway Company and the said Canal Company, either as to the Mode of crossing the same, over, under, 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 (if any) 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.

XXV. And

Communication between Canal and Steam Engines to be facilitated.

XXV. And whereas the said Railway may also intervene between the said Canals or some of them 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 therefore 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, at the Expence of the Party applying for the same, or permitting to be constructed, 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.

Company not to interfere with the Powers, &c. of the Canal Company.

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

As to Communications with the Birmingham, Wolverhampton, and Stour Valley Railway.

XXVII. And be it enacted, That the Railway hereby authorized shall communicate with the *Birmingham, Wolverhampton, and Stour Valley* Railway at the Point where, according to the Plan deposited as in this Act mentioned, such Railway appears to communicate therewith, and at no other Point, without the Consent in Writing of the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company, under their Common Seal; and that all Communications between the Railway hereby authorized and the said *Birmingham, Wolverhampton, and Stour Valley* Railway shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time, and to the reasonable Satisfaction of the Engineer for the Time being of the said Company.

Company not to take Property or interfere with the Birmingham, Wolverhampton, and Stour Valley Railway.

XXVIII. And be it enacted, That it shall not be lawful for the *London and North-western* Railway Company, or for any other Person, in execution of this Act, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the said *Birmingham, Wolverhamptan, and Stour Valley* Railway Company, or in any Manner to alter, vary, or interfere with the said *Birmingham, Wolverhampton, and Stour Valley* Railway, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junction hereby authorized in manner aforesaid, without the Consent of the said last-mentioned Company.

Saving Rights of the Birmingham, Wolverhampton, and Stour

XXIX. And be it enacted, That, except as herein specifically provided, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company, but all their Rights, Privileges,

Valley Railway Company.

Privileges, Powers, Franchises, and Authorities under their several Acts of Parliament are hereby expressly saved and reserved.

As to the Use of Part of Birmingham, Wolverhampton, and Stour Valley Railway.

XXX. And whereas an Act was passed in the last Session of Parliament, called "The *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1846, *Birmingham, Wolverhampton, and Dudley* Lines," by which the *Birmingham, Wolverhampton, and Stour Valley* Railway Company thereby incorporated was authorized to make and maintain a Railway commencing by a Junction with that Part of the *London and North-western* (then called the *London and Birmingham*) Railway in the Parish of *Aston juxta Birmingham* in the County of *Warwick*, and terminating by a Junction with that Part of the *London and North-western* (then called the *Grand Junction*) Railway in the Parish of *Bushbury* in the County of *Stafford:* And whereas another Act was passed in the last Session of Parliament, called "The *Shrewsbury and Birmingham* Railway Act, 1846," by which the *Shrewsbury and Birmingham* Railway Company thereby incorporated was authorized to make and maintain a Railway terminating at a certain Street called *New Mill Street* in the Parish of *Wolverhampton*, Number 298 on the deposited Plans of the said Railway: And whereas another Act was passed in the last Session of Parliament, called "The *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Act, 1846," by which the *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Company thereby incorporated was authorized to make and maintain a Railway terminating at or near *New Mill Street* in *Wolverhampton* aforesaid: And whereas it would be expedient, and beneficial to the Public, that Part of the Line of Railway authorized by the said *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1846, should be sold or leased to the *London and North-western* Railway Company, or should be used in common by the *Birmingham, Wolverhampton, and Stour Valley* Railway Company and the *London and North-western* Railway Company, and that mutual Arrangements should also be made by the *London and North-western* Railway Company with the *Shrewsbury and Birmingham* Railway Company, and with the *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Company, and with the *Birmingham, Wolverhampton, and Stour Valley* Railway Company, for the Purchase or for the joint Use or joint Construction by the said several Companies respectively, or some of them, of the Station at *Wolverhampton* authorized by the said *Shrewsbury and Birmingham, Shrewsbury, Wolverhampton, and South Staffordshire Junction*, and *Birmingham, Wolverhampton, and Stour Valley* Acts, or one of them; be it enacted, That it shall be lawful for the *London and North-western* Railway Company at any Time hereafter, with the Authority of Three Fifths of the Proprietors therein who may be present, either personally or by Proxy, at some Special or Extraordinary Meeting of the said Company, (due Notice of the Question having been given in the Advertisement calling such Meeting,) to purchase and take, or to contract and agree for the Use of, and that it shall be lawful for the *Birmingham, Wolverhampton, and Stour Valley* Railway Company, with the like Authority of Three Fifths of the Proprietors therein who may be present, either personally or by Proxy, at some Special or Extraordinary Meeting of the Company, (due

(due Notice of the Question having been given in the Advertisement calling the Meeting,) to sell and transfer to the *London and North-western* Railway Company or to contract and agree with the said last-mentioned Company for the Use of the Portion of the Railway authorized by the said *Birmingham, Wolverhampton, and Stour Valley* Act, 1846, commencing at the Point of Junction with the *London and North-western* Railway in the Parish of *Bushbury*, and terminating at or in the intended Station at *Wolverhampton*, for such Price and upon such Terms and Conditions as may be mutually determined and settled by and between the Directors of the said *London and North-western* and *Birmingham, Wolverhampton, and Stour Valley* Railway Companies.

As to the Construction or Use of another Portion of Birmingham, Wolverhampton, and Stour Valley Railway.

XXXI. And be it enacted, That it shall be lawful for the said *London and North-western*, and *Birmingham, Wolverhampton, and Stour Valley* Railway Companies, with the like Authority of the Proprietors therein respectively as herein-before mentioned, to enter into Arrangements for the joint Construction or joint Proprietorship, or for the Sale and Transfer or Demise or Lease, upon such Terms and Conditions as may be mutually agreed upon between the Directors of the said *London and North-western*, and *Birmingham, Wolverhampton, and Stour Valley* Railway Companies, of that Portion of the Railway authorized by the said *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1846, commencing at the Point of a Junction therewith of the Railway hereby authorized near to the intended Station in the Parish of *Wolverhampton*, and terminating at or in the said intended Station.

In case of Agreement, Railway to be constructed by the London and North-western Railway Company.

XXXII. And be it enacted, That in case an Agreement to that Effect is entered into between the *London and North-western* Railway Company, and the *Birmingham, Wolverhampton, and Stour Valley* Railway Company, and so approved as is herein-before required, that it shall be lawful for the *London and North-western* Railway Company to execute the Works of such Portion of the said *Birmingham, Wolverhampton, and Stour Valley* Railway as it may have been agreed shall be executed by the said *London and North-western* Railway Company, and for that Purpose the said *London and North-western* Railway Company shall use, exercise, and enjoy, or participate in the Use, Exercise, and Enjoyment of all such Powers and Privileges applicable to such Portion of the Undertakings so agreed to be executed or demised or purchased as aforesaid as are granted to the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company, as fully and effectually in all respects as if such Powers and Privileges had been granted to the said *London and North-western* Railway Company, and as if the Name of such last-mentioned Company had been inserted in the said *Birmingham, Wolverhampton, and Stour Valley* Railway Act instead of the Name of the *Birmingham, Wolverhampton, and Stour Valley* Railway Company; and that it shall be lawful for the said *London and North-western* Railway Company to raise such additional Capital as may be necessary for the Purposes aforesaid.

XXXIII. And

Power to enter into Arrangements as to Station at Wolverhampton.

XXXIII. And be it enacted, That it shall be lawful for the said *London and North-western*, and *Birmingham, Wolverhampton, and Stour Valley*, and *Shrewsbury and Birmingham*, and *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Companies, or any of them, with the like Authority of the Proprietors therein respectively as is herein-before mentioned, to enter into Arrangements for the Sale and Transfer, or Demise or Lease, either in perpetuity or for any Term of Years, or for the joint Use or joint Construction or joint Proprietorship or Occupation of the said intended Station at *Wolverhampton* aforesaid, for such Price and upon such Terms and Conditions as may be mutually determined and settled by and between the Directors of the several Companies herein-before mentioned, or such of them as are interested therein; and that on such Arrangements being entered into and approved as aforesaid it shall be lawful for the said *London and North-western* Railway Company to use, exercise, and enjoy, or to participate in the Use, Exercise, and Enjoyment of all the Powers and Privileges of the said *Birmingham, Wolverhampton*, and *Stour Valley, Shrewsbury and Birmingham*, and *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Companies applicable to the said Station, and the Purchase of Lands for the Construction thereof, and to raise such additional Capital as may be necessary for such Purpose.

Powers of Sale, &c. not to be exercised without Certificate of Commissioners of Railways.

XXXIV. Provided always, and be it enacted, That it shall not be lawful for the said *Birmingham, Wolverhampton, and Stour Valley* Railway Company, by virtue of the Power herein-before contained, to sell or to demise or lease, nor for the said *London and North-western* Railway Company to purchase or to enter into or accept such Lease, of the Portions of the *Birmingham, Wolverhampton, and Stour Valley* Railway hereby authorized to be sold, demised, or leased as aforesaid, nor shall it be lawful for the said *London and North-western, Birmingham, Wolverhampton, and Stour Valley, Shrewsbury and Birmingham*, and *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Companies respectively to complete and carry into effect the Arrangements hereby authorized to be entered into for the Sale, Demise, or Lease of the said intended Station at *Wolverhampton*, unless it shall have been proved to the Satisfaction of the Commissioners of Railways, and certified by them under their Seal previously to the Completion of such Sale or the Execution of such Lease or the Completion of such Arrangements (as the Case may be), that One Half of the whole Amount of the Capital, exclusive of Loans, by the Act or Acts relating to each of the said Companies who are Parties to such Sale or Lease or Arrangement authorized to be raised has been actually paid up and expended for the Purposes authorized by such Act or Acts respectively.

Power to Shrewsbury and Birmingham Railway Company to use the Line.

XXXV. And whereas it would be of public Advantage if the *Shrewsbury and Birmingham* Railway Company had Power to use the Railway by this Act authorized to be made, in manner herein-after mentioned; be it enacted, That the Company hereby empowered to construct the said Railway shall and they are hereby required to allow the *Shrewsbury and Birmingham* Railway Company to use the said Railway

Railway by this Act authorized to be made, with their Engines, Carriages, and other Conveniences connected with the said last-mentioned Railway, subject to such Rules and Regulations, and to the Payment of such reasonable Rate and Tolls in respect of the same, as may be agreed to between the said Two Companies, or in the event of Difference as may be settled by Arbitration, the Umpire being appointed by the Commissioners of Railways.

Saving Rights of the Ecclesiastical Commissioners.

XXXVI. And whereas certain Lands or Premises to which the Ecclesiastical Commissioners for *England* are entitled, or in which the said Commissioners are interested, situate and being in the Parish of *Wolverhampton*, or some Part of the said Lands or Premises, are proposed to be taken or affected under the Powers of this Act; be it hereby enacted, That no Bargain, Arrangement, Contract, Agreement, or Conveyance, either now made or to be made, between the said Company, or between any Person or Persons on their Behalf, and any other Person or Persons, in any way relating to the said Lands or Premises, shall be binding at Law or in Equity upon the said Commissioners, without their Assent being first thereto had, to be signified under their Common Seal: Provided always, that nothing herein contained shall hinder or prevent or be construed to hinder or prevent the *London and North-western* Railway Company from proceeding to take such Lands and Premises as aforesaid under the compulsory Power of this Act, or the Acts therein recited, upon giving Notice of their Intention so to do to the said Commissioners and to all other necessary Parties in manner by the said recited Act provided.

Expences of Act.

XXXVII. And be it enacted, That all Costs, Charges, and Expences connected with the passing of this Act shall be paid by the said Company or the Directors thereof out of the first Monies which shall come to their Hands after the passing hereof.

Railway Company to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., and 9 & 10 Vict. cc. 57. & 105.

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

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

XXXIX. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Acts authorized to be made from the Provisions of any general Act relating to such Acts, or of any general Act relating to Railways, 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 authorized by this Act.

Public Act.

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

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