ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

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Cap. lxxxv.

An Act to alter and amend some of the Powers and Provisions of the *Shrewsbury and Birmingham* Railway Acts, and to authorize the Formation of certain Branch Railways, a navigable Canal, and other Works connected with the same respectively; and for other Purposes.

[1st *August* 1849.]

WHEREAS the *Shrewsbury and Birmingham* Railway Act, 1846, authorized the making of a Railway from *Shrewsbury* to *Wolverhampton*, with a Branch, to be called "The *Shrewsbury and Birmingham* Railway," and incorporated the *Shrewsbury and Birmingham* Railway Company: And whereas by the said Act, after reciting that a Bill was pending before Parliament for making a Railway called "The *Shrewsbury, Wolverhampton, and South Staffordshire* Railway," the Objects of which were identical, or nearly so, with such of the Objects of the Railway by that Act authorized as related to the Line between *Shrewsbury* and *Wolverhampton*, and that it was provided by the said Bill that in order to prevent the unnecessary Formation of Two Lines of Railway between the same Places the Powers conferred by such Bill of constructing so much of the *Shrewsbury, Wolverhampton, and South Staffordshire* Railway

9 & 10 Vict. c. 307.

as lies between a certain Road in the Parish of *Tettenhall*, numbered 32 on the Plans deposited as mentioned in the said Act, and *Shrewsbury*, should not take effect for a Period of Two Years from the passing of such Bill into a Law, and should be void and of no Effect if the Railway by that Act authorized should be then completed or in course of Construction, and that it should be lawful for the Company by such Bill, if passed into a Law, to be incorporated, to amalgamate with the Company incorporated by the Act now in recital, so as to form One united Company for the Purpose of making the Railway by the same Act authorized from *Shrewsbury* to *Wolverhampton*, and so much of the *Shrewsbury, Wolverhampton, and South Staffordshire* Railway as lies between the Road numbered 32 aforesaid and *Wolverhampton*, and that a provisional Agreement had been entered into on the Part of the said Two Companies for effecting such Amalgamation, it was enacted, that if within Six Months after the passing of the Act now in recital the Company who might be incorporated for making the *Shrewsbury, Wolverhampton, and South Staffordshire* Railway should agree to unite with the Company incorporated by the Act now in recital for the Purposes aforesaid, under the Terms of the said provisional Agreement, then the Company incorporated by the same Act, upon Notice to that Effect by the *Shrewsbury, Wolverhampton, and South Staffordshire* Railway Company, should unite with the said Company accordingly: And whereas the said Bill was passed into a Law by the Title of "The *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Act, 1846," and authorized the making of a Railway from *Shrewsbury* to *Wolverhampton*, to be called "The *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway," and incorporated the *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Company, and by such Act it was, amongst other things, enacted, that it should be lawful for the Company thereby incorporated and the Company who should be incorporated for making the *Shrewsbury and Birmingham* Railway to amalgamate and unite into One Company for the Purpose of carrying into effect the *Shrewsbury and Birmingham* Railway from *Shrewsbury* to *Wolverhampton*, as well as that Portion of the Line by the Act now in recital authorized which lies between the said Road and *Wolverhampton*, and in the event of such Amalgamation taking place the Powers by the same Act conferred with reference to the Formation of the Line thereby authorized from the said Road to *Shrewsbury* should thereupon cease, and that the said united Company might have and exercise jointly, for the Purpose of making the Line of Railway between *Shrewsbury* and *Wolverhampton*, all other the Powers conferred by the Act now in recital on the Company thereby incorporated, and which might be conferred by the Act authorizing the Construction of the *Shrewsbury and Birmingham* Railway: And whereas, soon after the passing of the herein-before recited Acts, the Companies thereby respectively incorporated were united, pursuant to the Provisions contained in such Acts, and now constitute One Company, under the Style of "The *Shrewsbury and Birmingham* Railway Company:" And whereas the Railway by the "*Shrewsbury and Birmingham* Railway Act, 1846," authorized to be made is in course of Construction, and the Powers conferred by the "*Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Act, 1846," for

9 & 10 Vict. c. 308.

Two Companies incorporated under 9 & 10 Vict. cc. 307. and 308. united.

constructing

constructing so much of the *Shrewsbury, Wolverhampton, and South Staffordshire* Railway as lies between the Road in the Parish of *Tettenhall* herein-before referred to and *Shrewsbury* are become void and of no Effect: And whereas it is expedient that the Powers of raising Capital conferred by the "*Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Act, 1846," should be limited and defined: And whereas the "*Shrewsbury and Birmingham* Railway Amendment and Branches Act, 1847," enabled the *Shrewsbury and Birmingham* Railway Company to make Branch Railways to *Madeley* and *Ironbridge*: And whereas it is expedient that the *Shrewsbury and Birmingham* Railway Company should be empowered to abandon the Formation of Parts of the Lines of Railway authorized by the said recited Acts, and to make and maintain such other Lines of Railway and execute such other Works as are herein-after mentioned, and to make such Arrangements as are also herein-after mentioned, and the said Company are willing, at their own Expense, to execute the said several Works, if authorized by Parliament so to do; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers and Provisions, Matters and Things, contained in the several herein-before recited Acts, so far as the same are or may be applicable and are now in force, (except such of them as are by this Act repealed, altered, or otherwise provided for, or as may be inconsistent with this Act, or with such of the Provisions of the Companies Clauses Consolidation Act, 1845, the Lands Clauses Consolidation Act, 1845, and the Railways Clauses Consolidation Act, 1845, as are incorporated with the recited Acts,) and the Provisions respecting raising Capital and respecting borrowing Money contained in the said recited Acts respectively, shall extend to this Act and the several Purposes thereof, and to the several Matters and Things hereby authorized to be done, as fully and effectually as if the same were re-enacted in this Act in reference to such Purposes, Matters, and Things; and the Railways and Works connected therewith, hereby authorized to be made, (exclusive of the Canal herein-after mentioned,) shall, when made, form Part of the Railways of the *Shrewsbury and Birmingham* Railway Company, and shall as such be subject to the Provisions of the recited Acts, except as aforesaid; and the Capital and other Sums of Money which have been raised and now remain unexpended, and which may and should be raised under the Authority of the recited Acts respectively, or any or either of them, may be applied for the Purposes of this Act as well as for the Purposes of the recited Acts.

10 & 11 Vict. c. 80.

Expediency of abandoning Part of present Lines and Formation of other Works.

Powers of recited Acts extended to this Act.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, Parliamentary Notices, and other Proceedings, it shall be sufficient to describe it as "The *Shrewsbury and Birmingham* Railway Company's Amendment Act, 1849."

Short Title.

III. And be it enacted, That such of the Provisions of the Companies Clauses Consolidation Act, 1845, the Lands Clauses Consolida-

Certain Provisions of

tion

8 & 9 Vict. cc. 16. 18. and 20. incorporated with this Act.

tion Act, 1845, and the Railways Clauses Consolidation Act, 1845, as are applicable to and are not inconsistent with the Provisions of this Act or of the said recited Acts respectively shall be held to apply to the Purposes of this Act, and are hereby incorporated with and declared to form Part of this Act.

Funds of Company to be applied towards new Works.

IV. And whereas the estimated Expense of the Works hereby authorized amounts to the Sum of Seventy-six thousand Pounds, and the Funds at the Disposal of the *Shrewsbury and Birmingham* Railway Company are adequate to the Formation and Construction thereof: Be it enacted, That it shall be lawful for the Company to apply thereto an adequate Part of the Capital and other Monies which are or shall be at their Disposal.

Company to abandon Part of Coalbrookdale Branch.

V. And be it enacted, That the Company shall abandon the Formation of so much of the *Coalbrookdale* Branch of the *Shrewsbury and Birmingham* Railway authorized to be constructed by the firstly herein-before recited Act as is situate between the Junction of such Branch with the Main Line of the said Railway, as authorized to be made in the Parish of *Shifnal* and County of *Salop* and the Junction of the said Branch with a certain other Branch Railway (herein-after called or referred to as the *Shifnal and Madeley* Branch of the *Shrewsbury and Birmingham* Railway) in the Parish of *Dawley* otherwise *Dawley Magna* in the County of *Salop*.

Company to abandon Part of Shifnal and Madeley Branch.

VI. And be it enacted, That the Company shall abandon the Formation of so much of the *Shifnal and Madeley* Branch of the *Shrewsbury and Birmingham* Railway (which Branch is one of Two Branch Railways authorized to be constructed by the *Shrewsbury and Birmingham* Railway Amendment and Branches Act, 1847, and was to commence by a Junction with the Main Line of the *Shrewsbury and Birmingham* Railway as authorized to be made in the Parish of *Shifnal* aforesaid, and to terminate by a Junction with the said *Coalbrookdale* Branch,) as is situate between such Commencement of the said *Shifnal and Madeley* Branch and the Western Side of a certain Field in the Parish of *Madeley* and County of *Salop* distinguished on the Plans of the said *Shifnal and Madeley* Branch referred to in the *Shrewsbury and Birmingham* Railway Amendment and Branches Act, 1847, by the Number 27.

Company to make Branch Railway from Shifnal.

VII. And be it enacted, That it shall be lawful for the Company to make and maintain a Railway or Branch Railway, with proper Works, Stations, and other Conveniences connected therewith, and Approaches thereto, commencing in the said Parish of *Shifnal* by means of Two Junctions with the Main Line of the *Shrewsbury and Birmingham* Railway (one of such Junctions to be situate near to the Point in that Parish where the said Main Line intersects a certain Road leading from *Priors Lee* Turnpike Gate to the *Naird*, and the other about Four Furlongs to the Westward thereof), and passing thence from, through, or into the several Parishes of *Shifnal*, *Stirchley*, and *Madeley*, or some of them, all in the County of *Salop*, and terminating in the Parish of *Madeley* by a Junction there with the *Shifnal and Madeley* Branch at or near the said Field in the said Parish

Parish of *Madeley* distinguished in the Plans of the *Shifnal and Madeley* Branch herein-before referred to by the Number 27.

Certain Part of Line authorized by 9 & 10 Vict. cc. 307. and 308. to be abandoned, and another to be made in lieu thereof.

VIII. And be it enacted, That it shall be lawful for the Company to abandon the Formation of so much of the Line of Railway authorized by the *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Act, 1846, and by the *Shrewsbury and Birmingham* Railway Act, 1846, or one of them, as is situate between the West Side of a Road in the said Parish of *Tettenhall* distinguished in the Plans referred to in the *Shrewsbury, Wolverhampton, and South Staffordshire* Railway Act, 1846, by the Number 30, and a certain Field situate in the Township and Parish of *Wolverhampton* in the County of *Stafford* and distinguished on the last-mentioned Plans by the Number 20, and to make and maintain in lieu thereof a Branch Railway, with all proper Works, Stations, and Approaches thereto and Conveniences connected therewith, commencing by a Junction with the Main Line of the *Shrewsbury and Birmingham* Railway in the Township and Parish of *Wolverhampton* aforesaid, in or near to a certain Field distinguished in the Plans referred to by the *Shrewsbury and Birmingham* Railway Act, 1846, by the Number 7, and passing thence from, through, or into the Parish and Township of *Wolverhampton*, and terminating in the same Township and Parish at or near to a certain Field distinguished in the Plans referred to in the last-mentioned Act by the Number 18.

Same Tolls to be collected on new Lines as on present Lines.

IX. And be it enacted, That the Company may, subject to the Provisions of the recited Acts, lawfully demand and receive, in respect of the Railways hereby authorized to be made, for and in respect of all Persons, Articles, Matters, and Things conveyed upon the same or any Part thereof respectively, and in respect of Animals conveyed in Carriages, and for Carriages conveyed on the same or any Part thereof respectively, and for or in respect of Locomotive Engines or other Power supplied by the Company, and for the Conveyance upon the said Railway or any Part thereof respectively, in Waggons or Carriages belonging to the Company, of Passengers, Animals, Goods, Wares, Merchandize, Articles, Matters, and Things, such Amount of Rates, Tolls, or other Charges as by the recited Acts or any of them the Company are authorized to demand and receive; and all Provisions and Regulations in the said Acts or any or either of them contained relative to the Imposition, Collection, and Recovery of Tolls, and all the Powers relating to Tolls, granted by the said Acts or any or either of them, shall extend and be applicable to the Tolls to be levied by virtue of this Act.

Railway Company to make new Line of Canal in lieu of the Part altered or diverted.

5 & 6 W. 4. c. 34.

X. And whereas an Act was passed in the Session of Parliament held in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to consolidate and extend the Powers and Provisions of the several Acts relating to the* Birmingham *Canal Navigations*, by which the Company of Proprietors of the *Birmingham* Canal Navigations (which Company is herein-after referred to as the *Birmingham* Canal Company) were incorporated, and the said Act vested in such Company divers Canals and other Works, and amongst others a Canal from *Birmingham* in the County of

of *Warwick* to *Autherly* in the County of *Stafford*: And whereas it is expedient that the *Shrewsbury and Birmingham* Railway Company should be empowered to make the Alteration or Diversion hereinafter mentioned in the said Canal from *Birmingham* to *Autherly*: Be it enacted, That the said *Shrewsbury and Birmingham* Railway Company shall and they are hereby required, in lieu of that Part of the Canal which shall be so altered or diverted, at their own Expense, and to the Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, to make and construct a new Line of Canal, commencing by a Junction with the *Birmingham* Canal at or near a certain Bridge over the *Birmingham* Canal, at or near the End of *Railway Street* in the Township and Parish of *Wolverhampton* aforesaid, and terminating by another Junction with the *Birmingham* Canal at or near a certain Timber Yard or Wharf now in the Occupation of *Edward Daws*, and being wholly situate in the same Parish, and that such Alteration or Diversion shall be made in the Direction and Manner within the aforesaid Points as shall be approved of by the Engineers for the said Railway Company and the said Canal Company respectively, and to the Satisfaction of the Engineer of the said *Birmingham* Canal Company, and such Canal shall be well puddled and made Water-tight, and the Waterway shall be of the Depth of at least Five Feet Six Inches from the Top-water Level, and of the clear Width of Thirty-two Feet, with perpendicular Water-way Walls on each Side of at least Six Feet Six Inches from the Top-water Level, with light Cast-iron Guards, and a Coping of Stone or Brick carried to One Foot above the Top-water Level, and a Towing Path of a clear Width of Eight Feet, with proper Fences thereto; and the said Railway Company shall, at their like Expense, and to the Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, maintain and keep in repair, well puddled, and Water-tight, the new Line of Canal which shall be so constructed as aforesaid, for the Space of Twelve Calendar Months after the same shall have been completed; and the said Railway Company shall complete the said new Line of Canal hereby required to be constructed in lieu of that Part which shall be so diverted before the Water in any Part of the present Canal shall be diverted from its present Course, so as to avoid any Stoppage of the Navigation of the said Canal so to be diverted: Provided always, that the said Railway Company shall, at their own Expense, furnish the Solicitor of the said *Birmingham* Canal Company with an Abstract of the Title to the Land through which such new Line of Canal, and the Towing Paths and Appurtenances thereof, are intended to pass, and shall verify such Abstract by proper Evidence, and shall by such Abstract, and the Evidence in support of the same, deduce and show a good Title to such Land in the said Railway Company, to the Satisfaction of the Counsel of the said *Birmingham* Canal Company, and shall cause such Land to be well and sufficiently conveyed and assured for an absolute Estate of Inheritance in Fee Simple, free from Incumbrances, to the said *Birmingham* Canal Company and their Successors for ever, in such Manner as shall be approved by the Counsel and Solicitor of the said *Birmingham* Canal Company; and the Expenses of such Conveyance, and the Approval thereof on the Part of the said last-mentioned Company, in investigating the Title to the said

Land,

Land, shall be borne and paid by the said Railway Company; and it shall be lawful for the said last-mentioned Company and their Successors to hold such Land, both before and after the new Line of Canal, and the Towing Path thereof, shall be made through the same, notwithstanding the Statutes of Mortmain, or any Law or Statute whatsoever, and the same shall be treated and considered as standing limited and settled to the same Uses and Purposes, including the Collection, Receipt, and receiving of Tolls, Rates, and Duties, and shall be subject to such and the same Powers, Rights, and Authorities over the same, in all respects as that Part of the Canal which shall be so diverted, and the Land and Soil covered by the same, and the Towing Path and Appurtenances thereof, was or were subject unto, as fully and effectually to all Intents and Purposes as if this Act had not been made.

Abandoned Portion of Canal to vest in the Shrewsbury and Birmingham Railway Company;

XI. And be it enacted, That from and after the Completion of the said substituted Canal such Portion of the present Line of the said Canal as lies between a Point about Sixty-four Yards Eastward of the said Canal Bridge at or near *Railway Street* aforesaid, and a Point about Seventy-seven Yards North-west of another Bridge over the said Canal at *Workhouse Lane* in the said Parish of *Wolverhampton*, shall be stopped up and abandoned, and shall thenceforth belong to and is hereby declared to be vested in the *Shrewsbury and Birmingham* Railway Company, and the *Birmingham, Wolverhampton, and Stour Valley* Railway Company, for the Purposes of the joint Station now in course of Construction in the said Parish of *Wolverhampton* by the said Two Companies respectively, the *Birmingham, Wolverhampton, and Stour Valley* Railway Company being hereby charged and made chargeable with and liable to One Half of the Expense of the Diversion of the said Canal hereby authorized, and One Half of the Liabilities by this Act imposed upon the *Shrewsbury and Birmingham* Railway Company in reference to the Diversion of the said Canal, or in any Manner connected therewith; and the said Railway Company shall and they are hereby required, at their own Expense, to build in a proper Manner, and to the Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, Two good and substantial Bridges or Viaducts over the said new Canal hereby required to be constructed, and the Towing Paths and other Works thereof; one of such Bridges is intended for carrying a proposed new Road from *Queen Street* to the proposed new Railway Station at *Wolverhampton*, and the other for carrying *Old Mill Street*; which said Bridges or Viaducts shall be at least Forty Feet in Span on the Square, and of the Height of Nine Feet clear above Top-water Level for the whole Span, the exact Position of each of such Bridges to be mutually fixed and agreed upon between the Engineers of the said Railway Company and *Birmingham* Canal Company respectively; and the said Railway Company shall and they are hereby required, at their like Expense, to build in a proper Manner, and to the Satisfaction of the said Engineer of the said *Birmingham* Canal Company, Two other good and substantial Towing Path Bridges, one of such last-mentioned Bridges to be erected over the present Canal near *Railway Street* aforesaid, which Bridge shall be at least Seventeen Feet Six Inches in Span on the Square, and of the Height

who shall make Bridges or Viaducts.

Height of Nine Feet clear above Top-water Level for the whole Span, and the other of the last-mentioned Bridges to be erected over the said present Canal near *Workhouse Lane*, which Bridge shall be at least Twenty-four Feet Span on the Square, and of the Height of Nine Feet clear above Top-water Level for the whole Span, and the Roadway over the said last-mentioned Bridges shall be Seven Feet in Width, with proper Approaches thereto.

Railway Company to keep Bridges in repair.

XII. And be it enacted, 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 to be erected or made 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 to 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 Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of any of such Bridges or Viaducts or any Part thereof respectively, or from any other Cause whatsoever, and Notice in Writing 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 Reconstruction of the said Bridges or Viaducts which shall be out of repair, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising, or rebuilding or Reconstruction shall be wholly completed, 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, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expenses (and 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 for and recover such Expenses 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 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

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 Birmingham Canal.

XIII. And be it enacted, That it shall not be lawful for the said Railway Company, or any Person, in execution of this Act, except as hereby expressly authorized, 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 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 Works thereof; and that it shall not be lawful for the said Railway Company to take or interfere with the said Canals, or any of the Property of the said *Birmingham* Canal Company, without the Consent of the said *Birmingham* Canal Company under their Common Seal first had and obtained.

Provision in case of Obstruction.

XIV. 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 by the State of Repair of any such Bridges or Viaducts as aforesaid, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canals, or any or either of them, 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 existing Line of Canal called the "*Wolverhampton* Level," or the Towing Paths thereof, 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 the Passage along the same, 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 Five hundred Pounds for every Twenty-four Hours during which any such 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 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 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.

Railway Company to pay Costs of Diversion.

XV. And be it enacted, That the *Shrewsbury and Birmingham* Railway Company shall pay all the Costs incident to the Diversion, under the Powers herein-before contained, of the *Birmingham* Canal, including

including such reasonable Charges as shall be incurred by the Engineer and Agents of the Canal Company for inspecting the Works during their Progress and after their Completion, and otherwise in relation thereto.

Act not to prejudice Canal Company's existing Powers.

XVI. 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 *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 Act.

Works to be made according to deposited Plans.

XVII. And whereas Plans and Sections, showing the Lines, Levels, and Situations of the Railways, Canal, and Works by this Act authorized to be made, with Books of Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, Houses, and Hereditaments which may be required for the Purposes of this Act, and showing the general Direction of the intended Railways and Canal, and the intended Alterations and Deviations, have been deposited with the respective Clerks of the Peace for the Counties of *Salop* and *Stafford:* Be it enacted, That, subject to the Provisions of this Act, and in the Lands Clauses Consolidation Act and Railway Clauses Consolidation Act contained, it shall be lawful for the *Shrewsbury and Birmingham* Railway Company to make and maintain the Railways and Works connected therewith herein-before mentioned, and to make the Canal herein-before mentioned (and which is after the Expiration of Twelve Calendar Months from the Completion thereof to be maintained by the *Birmingham* Canal Company), and to make the Alterations and Deviations aforesaid in the Lines and Manner and upon the Lands delineated in the said Plans and described in the said Books of Reference, and to enter upon, take, purchase, hold, and use such of the said Lands as shall be necessary for such Purposes: Provided always, that it shall not be lawful for the said Company to deviate in the Construction of the said Canal from the Line thereof as defined upon the said Plans, nor shall it be lawful for the said Company to purchase or take any other Land in the Parish of *Wolverhampton* for the Purposes of this Act, except the Lands through which the said Diversion of the Canal is at present proposed to pass, and which are delineated on the said Plans, and except also such Land as may be necessary for the Purpose of constructing the Railway secondly herein-before authorized, without the Consent in Writing of the *Birmingham, Wolverhampton, and Stour Valley* Railway Company, under their Corporate Seal, first had obtained.

Railway Company to construct Bridge over Inclined Plane at Madeley.

XVIII. And whereas the said intended Railway or Branch Railway commencing in the said Parish of *Shiffnal* by means of Two Junctions with the Main Line of the *Shrewsbury and Birmingham* Railway (one of such Junctions to be situate near to the Point in that Parish where the said Main Line intersects a certain Road leading from *Prior's Lee* Turnpike Gate to the *Naird*, and the other about Four Furlongs to the Westward thereof), and passing thence from, through, or into the several Parishes of *Shiffnal*, *Stirchley*, and *Madeley*,

Madeley, or some of them, all in the County of *Salop*, and terminating in the Parish of *Madeley* by a Junction there with the *Shiffnal and Madeley* Branch at or near the said Field in the said Parish of *Madeley* distinguished in the Plans of the *Shiffnal and Madeley* Branch herein-before referred to by the No. 27., is intended to be carried across the Inclined Plane of the *Shropshire* Canal at *Madeley*: Be it enacted, That the said Company shall build in a proper Manner, to the Satisfaction of the Engineer for the Time being of the said *Shropshire* Canal Company, a good and substantial Bridge or Viaduct over the said Inclined Plane, not less than Forty Feet in the clear of the Opening or Span of the Arch, and the Spring of the said Arch shall commence at a Point not less than Ten Feet Six Inches above the Surface of the Rails of the said Incline Plane at the Point of crossing, and the same shall not be less at any Point thereof, so that the same shall in nowise interfere or impede the working of the said Incline Plane, and shall also build, in a proper and workmanlike Manner, to the Satisfaction of the said Engineer, an Arch on the East Side of the said Bridge of the Height of Ten Feet Six Inches, and of the Width of Ten Feet, so as that a Communication may be obtained to the Land of the said Company adjoining such Bridge; and that in passing through the Lands belonging to the *Shropshire* Canal Company in the said Parish of *Madeley* it shall not be lawful for the said *Shrewsbury and Birmingham* Railway Company, in the making of the said Bridge or the Railway hereby authorized to be made, or for any other Purpose whatsoever, to deviate to a greater Extent than Twenty Yards from the centre Line of the said Railway, as delineated on the Map or Plan deposited with the Clerk of the Peace of the County of *Salop* as herein-before mentioned, without the Consent in Writing of the said *Shropshire* Canal Company, under their Common Seal, first had and obtained, nor shall it be lawful for the said *Shrewsbury and Birmingham* Railway Company to take any Lands in the said Parish of *Madeley* belonging to the said *Shropshire* Canal Company, save for the Purpose of constructing the said Line of Railway and Bridge in manner herein-before described, without the like Consent of the said *Shropshire* Canal Company.

Railway Company to keep Bridge or Viaduct in repair.

XIX. And be it enacted, That the said Railway Company shall at all Times and for ever after the said Bridge or Viaduct shall have been completed keep the same, and any 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 severally 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 any such Bridge or Viaduct, or any other Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of such Bridge or Viaduct or any Part thereof, or from any other Cause whatsoever, Notice in Writing thereof shall be given by the said *Shropshire* Canal Company to the said Railway Company or their Clerk; and 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 Reconstruction of the said Bridge or Viaduct which shall be out of repair as aforesaid,

or

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 opening, raising, or rebuilding or Reconstruction shall be wholly completed, it shall be lawful for the said *Shropshire* Canal Company to make all such Repairs to 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 Expenses thereof shall be repaid by the said Railway Company to the said *Shropshire* 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 *Salop* shall and they are hereby required, on Application by the said *Shropshire* Canal Company, or any other Person authorized by them, to settle and determine the Amount of such Expenses, and their Certificate shall be final and conclusive as to the Amount thereof; and the said *Shropshire* Canal Company may sue for and recover the Amount so ascertained, against the said Railway Company, by Action of Debt in any of the Superior Courts: Provided always, that during the Progress of building and reconstructing such Bridge or Viaduct, and all future Times during any Repairs, Raisings, or Rebuildings or Reconstruction, the Engineer for the Time being of the said *Shropshire* Canal Company, with the requisite Assistants and Workmen, shall have free Access to such Bridge and Viaduct, and free Permission to inspect the Workmanship and the Materials thereof, without nevertheless unnecessarily impeding the Traffic upon the said Railway.

In case of Obstruction to Canal, Railway Company to pay Damages.

XX. And be it enacted, That if by or by reason or in execution of any of the Works under the *Shrewsbury and Birmingham* Railway Act, 1846, or by the *Shrewsbury and Birmingham* Railway (Amendment and Branches) Act, 1847, or by this Act, authorized, or by reason of the Mode of Construction or by the State of Repair of such Bridge or Viaduct as aforesaid, or any of the Slopes, Banks, or Walls of the said Railway near the said Canal, or any other Works by this Act, or by the *Shrewsbury and Birmingham* Railway Act, 1846, or by the *Shrewsbury and Birmingham* Railway (Amendment and Branches) Act, 1847, 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 the said Canal or the Towing Paths thereof, or the Inclined Plane of the said Canal, or 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, or unladen, shall be impeded in their passing 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 *Shropshire* 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 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 said *Shropshire* 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

shall extend to prevent the said *Shropshire* 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 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 and other Damages accordingly.

The Springs of the Shropshire Company to be preserved.

XXI. Provided always, and be it enacted, That nothing herein contained shall authorize or empower the said Railway Company to deviate, take away, obstruct, or lessen any Springs, Brooks, Streams, Feeder Drains, Waters, or Watercourses which now or heretofore have been taken for the Use of the said *Shropshire* Canal Navigation, or which the said *Shropshire* Canal Company are by Law authorized and empowered to take for the Use of the said Canal.

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

XXII. Provided also, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, or alter or take away, any of the Rights, Privileges, Powers, or Authorities vested in the said *Shropshire* Canal Company in and by the Act of Parliament now in force relating to the said Canal, except as is expressly enacted by this present Act, or be considered or taken as in anywise repealing or annulling any of the Clauses and Provisions relating to the said *Shropshire* Canal contained in the said *Shrewsbury and Birmingham* Railway (Amendment and Branches) Act, 1847.

Damage occasioned by letting out the Water of the Shropshire Canal to be made good by the Railway Company to the Parties sustaining the same.

XXIII. And be it enacted, That if, in execution of any of the Works by this Act authorized to be made, or in the Execution of the Works authorized to be made under the *Shrewsbury and Birmingham* Railway Act, 1846, or by the *Shrewsbury and Birmingham* Railway (Amendment and Branches) Act, 1847, or if by reason or in consequence of any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, or if by reason or in consequence of any of the said Works when made, the Water of the *Shropshire* Canal shall be let out of or escape from the said Canal, all Damage or Injury which may be occasioned thereby shall be borne, defrayed, and made good by the said Company to the Person or Persons sustaining the same, on Demand in Writing; and no such Person or Persons shall have any Claim or Demand on the said Company of Proprietors of the *Shropshire* Canal Navigation for or on account thereof, nor shall the said Company of Proprietors of the said last-mentioned Canal be answerable in any way for the Inconvenience, Damage, or Injury to the Traders and others using the said Canal which may arise out of any Hindrance or Interruption of the Trade of the said Canal by reason or in consequence of any of the Clauses mentioned in this Provision.

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

XXIV. Provided always, and be it enacted, 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 Portions of Railway so authorized to be abandoned as aforesaid,

aforesaid, 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 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 the Authority hereby given for abandoning the Formation of the aforesaid Portions of the said Railway shall not 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 the Railway, pursuant to the Provisions for that Purpose in the said "Lands Clauses Consolidation Act" contained.

Agreements with Ecclesiastical Commissioners to be under their Seal.

XXV. And whereas certain Lands or Premises to which the Ecclesiastical Commissioners for *England* are entitled, or in which the said Commissioners are interested, or some Part thereof, 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 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 thereto had, to be signified under their Common Seal: Provided always, that nothing herein contained shall hinder or prevent the *Shrewsbury and Birmingham* Railway Company from proceeding to take such Lands and Premises as aforesaid under the compulsory Powers of this Act or the Acts herein 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 Acts provided.

Limiting Period for compulsory purchasing Lands.

XXVI. 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.

XXVII. And be it enacted, That the Railways and Works authorized by this Act shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then have been completed.

Company may purchase additional Land for extra-

XXVIII. And be it enacted, That it shall be lawful for the Company, in addition to the Lands which they are at present authorized to purchase for their Railways, and in addition also to the Lands herein-before authorized to be purchased by them for the Purposes of

of the Construction of the Railway and Canal by this Act authorized, to contract with any Party willing to sell the same for the Purchase of, and to purchase, under the Powers herein-before contained, any Quantity of Land for extraordinary Purposes connected with the Railways and with the Works relating to the Railways by this Act authorized, not exceeding in the whole Twenty-five Acres. ordinary Purposes.

Power to construct a joint Station at Wolverhampton.

XXIX. And with a view to public Convenience, and the more effectual working of the Traffic of the *Shrewsbury and Birmingham* Railway Company and the *Birmingham, Wolverhampton, and Stour Valley* Railway Company (herein-after referred to as the *Stour Valley* Railway Company), incorporated by the *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1846, "*Birmingham, Wolverhampton, and Dudley* Lines" (hereafter referred to as the *Stour Valley* Railway): Be it enacted, That Arrangements and Agreements may be made between them for the Formation, Maintenance, Arrangement, Management, and joint Use of a joint Station at or near *Wolverhampton*, for the Accommodation of Passengers, and for other Purposes connected with their respective Traffics, and that it shall be lawful for the said Companies to give effect to, and from Time to Time to alter, vary, or renew, such Arrangements and Agreements as have been or may be made between them for the Purpose of making, constructing, or arranging the said Station, and for the Regulation, Management, and Use thereof; and that it shall also be lawful for either of the said Companies, with the Consent of the other of such Companies under their Common Seal first had and obtained, under the Powers of their Acts, to hold Lands for the joint Use and at the joint Disposal of the Two Companies, and for the Two Companies to raise and pay the Purchase or Consideration Money for the same, and to sell and dispose of superfluous Land so acquired, and to apply the Proceeds of such Sales for the Benefit of the Two Companies, in the Proportions in which they respectively contributed to the Purchase thereof; and that it shall be lawful for the Two Companies to appoint a joint Committee for the Regulation and Management of the joint Station, and to agree on Regulations as to the Appointment and Duties of such joint Committee, and to depute to such joint Committee Powers to agree and from Time to Time to vary or rescind Regulations respecting the Management and Use of such joint Station; and that in case either Company shall have purchased or acquired Land, with such Consent as aforesaid, for the said joint Station, such Company shall hold such Land as shall have been so acquired, and as shall be used for the said joint Station, in trust for the joint Use of the Two Companies, upon such Terms as have been or may be agreed upon, and the Company who shall not have purchased the same shall contribute and pay to the Company who purchased such Land such Portion of the Purchase or Consideration Money and other Expenses incurred in acquiring the same, as has been or shall be agreed on: Provided always, that neither of the said Companies shall be liable to or pay any Rate or Toll for the Use of the said Station, or otherwise, in respect of Passengers, Goods, or Things not embarked or disembarked at the said joint Station,

Power to construct a joint Sta-

XXX. And with a view to public Convenience, and the more effectual working of the Traffic of the *Shrewsbury and Birmingham* Railway

tion at Shrewsbury.

Railway Company and the other Companies after mentioned, or any or either of them, (that is to say,) the *Shropshire Union* Railways and Canal Company, incorporated by the "*Shropshire Union* Railways and Canal Act, 1846," the *Shrewsbury and Chester* Railway Company, incorporated by the "*Shrewsbury and Chester* Railway Act, 1846," and the *Shrewsbury and Hereford* Railway Company, incorporated by the "*Shrewsbury and Hereford* Railway Act, 1846:" Be it enacted, That Arrangements and Agreements may be made between them or any of them for the Formation, Maintenance, Arrangement, Management, and joint Use of a joint Station at or near *Shrewsbury* for the Accommodation of Passengers, and for other Purposes connected with the respective Traffic of the Companies Parties to any such Arrangement and Agreement; and that it shall be lawful for the *Shrewsbury and Birmingham* Railway Company, and all or any or either of the said other Companies, to give effect to, and from Time to Time to alter, vary, or renew such Arrangements and Agreements as have been or may be made between them for the Purpose of making, constructing, or arranging the said Station, and for the Regulation, Management, and Use thereof, as to the said Companies shall seem meet for the public Accommodation, and to do or concur in all Acts necessary for the Purposes aforesaid; and that it shall also be lawful for either of the said Companies, under the Powers of their Acts, to hold Lands for the joint Use and at the joint Disposal of the last-mentioned Companies, and for the same Companies to raise and pay the Purchase or Consideration Money for the same, and to sell and dispose of superfluous Land so acquired, and apply the Proceeds of such Sales for the Benefit of the same Companies, in the Proportions in which they respectively contributed to the Purchase thereof; and that it shall be lawful for the same Companies to appoint a joint Committee for the Regulation and Management of the joint Station, and to agree on Regulations as to the Appointment and Duties of such joint Committee, and to depute to such joint Committee Powers to agree and from Time to Time to vary or rescind Regulations respecting the Management and Use of such joint Station; and that in case either Company shall have purchased or acquired Land for the said joint Station, such Company shall hold such Land as shall have been so acquired, and as shall be used for the said joint Station, in trust for the joint Use of the same Companies, upon such Terms as have been or may be agreed upon, and the Company who shall not have purchased the same shall contribute and pay to the Company who purchased such Land such Portion of the Purchase or Consideration Money and other Expenses incurred in acquiring the same as has been or shall be agreed upon: Provided always, that neither of the said Companies shall be liable to or pay any Rate or Toll for the Use of the said Station or otherwise in respect of Passengers, Goods, or Things not embarked or disembarked at the said joint Station.

Power to reduce Capital to be raised for the Stour Valley Railway.

XXXI. And whereas by the herein-before recited *Shrewsbury and Birmingham* Railway (Amendment and Branches) Act, 1847, the Company were authorized to raise the Sum of One hundred and fifty-five thousand Pounds by creating new Shares in the Company, in augmentation of the Capital thereof, and the said new Shares have been created of the Amount and upon the Terms and Conditions and issued

issued in manner and attended with the Privileges expressed and stated in and by certain Resolutions passed at a Special General Meeting of the *Shrewsbury and Birmingham* Railway Company held on the Twenty-ninth Day of *August* last, and by Adjournment on the Twelfth and Thirteenth Days of *September* last: And whereas by the *Shrewsbury and Birmingham* Railway Act, 1846, it was enacted, that for the Purposes of the said Amalgamation with the *Shrewsbury, Wolverhampton, and South Staffordshire Junction* Railway Company One million Pounds, Part of the Capital by that Act authorized to be raised, should be considered applicable to the Formation of the Lines between *Shrewsbury* and *Wolverhampton*, and the Remainder of the said Capital, or so much thereof as might be necessary, should be considered applicable to the Subscription towards the Formation of the said Railway from *Wolverhampton* to *Birmingham*, and to the *Grand Junction* Railway in the Parish of *Bushbury*, with a Branch to *Dudley;* and in the event of the said Amalgamation taking place it should be lawful for the *Shrewsbury and Birmingham* Railway Company to reduce the nominal Value of the Shares in the said Company to such Extent, and to create such Number of new Shares, of such Amount respectively, and distributable among the Shareholders in the *Shrewsbury, Wolverhampton, and South Staffordshire* Railway Company, as might be necessary for admitting such last-mentioned Shareholders to an equal Participation in the said Portion of Capital applicable to the Formation of the said Line between *Shrewsbury* and *Wolverhampton;* and the last-mentioned Shares which might be so created for the Purpose last aforesaid should be thereafter included and kept in a separate Class called Class B., designated by separate Certificates from the other Shares in the said Railway, which should be included in a separate Class called Class A.; provided always, that the Calls in respect of the said different Classes of Shares might be made at different Times and of different Amounts, and such Shares should confer the Right of voting only according to the nominal Value thereof respectively in the Capital Stock of the Company, the Sum of Twenty-five Pounds in the said Capital Stock as represented by any such Share or Shares being considered for the Purpose of voting as One Share, and no Party should be entitled to vote in respect of any less Amount of Capital; provided also, that the Holders of Shares included in the Class B. should be entitled to elect One Third of the Directors of the said Company, and to re-elect any of the Directors so originally elected by them in the event of any Vacancy occurring in their Number, but should not have any Voice in the Election of the other Directors of the said Company, nor should the Holders of the said last-mentioned Shares have any Voice in the Affairs of the said Company, so far as they related to the Interests of the Company in the Line from *Wolverhampton* to *Birmingham*, and to the *Grand Junction* Railway in the Parish of *Bushbury*, and the said Branch to *Dudley;* provided further, that in all Questions relating to the said Line between *Shrewsbury* and *Wolverhampton* the Shares in the said Company included in such Class A. should for the Purpose of voting be considered as of the same nominal Value only as the Shares included in such Class B., though such first-mentioned Shares might be actually of greater Value: And whereas by the *Shrewsbury and Bir-*

mingham Railway Act, 1846, it was enacted, that it should be lawful for the Company thereby incorporated, out of the Capital by that Act authorized to be raised, to subscribe the Sum of Three hundred thousand Pounds towards the making of a Railway from *Birmingham* to *Wolverhampton*, and to the *Grand Junction* Railway in the Parish of *Bushbury*, and a Branch to *Dudley*, if such Railway should be sanctioned by any Act to be passed in that Session, and to hold Shares in the said Undertaking representing that Amount of Capital, subject to the Provisions in relation thereto which might be contained in such Bill, provided that in the event of the Amalgamation thereafter provided for (being the Amalgamation herein-before stated to have taken place between the *Shrewsbury and Birmingham* Railway Company and the *Shrewsbury, Wolverhampton, and South Staffordshire* Railway Company,) the Dividends which might become payable in respect of the Shares so to be held as last aforesaid, should be divisible only amongst those Holders of Shares in the *Shrewsbury and Birmingham* Railway Company included in Class A., and who alone should be subject to the Liabilities in respect of the said Shares: And whereas the said Bill was passed into a Law by the Title of "The *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1846 (*Birmingham, Wolverhampton, and Dudley* Lines)," herein-before mentioned, and which Act contained Provisions to the Effect lastly herein-before recited, and Provisions authorizing other Companies therein named also to subscribe to the Undertaking: And whereas in pursuance of the Powers contained in the *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1847 (No. 1.) (*Smethwick* Deviation), the *London and North-western* Railway Company have agreed to take a Lease of the *Stour Valley* Railway, and have agreed to subscribe for the Construction of such Railway such Capital as may be required for the Completion of such Railway beyond the Sum of Seven hundred and sixty thousand three hundred and fifty Pounds: And whereas by the Terms of the Lease of the *Stour Valley* Railway to the *London and North-western* Railway Company a Rental or Payment is to be paid or made to the Lessors by the Lessees of an equal Sum, equal to Two equal Third Parts of the Dividend for the Time being payable to the Proprietors of Stock in the *London and North-western* Railway Company in respect thereof, and the Lessors are further to receive and have apportioned to them a Share of all further Capital to be created or issued by the *London and North-western* Railway Company in the Proportion which Two equal Parts of Seven hundred and sixty thousand three hundred and fifty Pounds bear to the total Amount of the existing Share Capital or Stock of the *London and North-western* Railway Company: And whereas the Capital subscribed and to be subscribed by the *Shrewsbury and Birmingham* Railway Company towards the Formation of the *Stour Valley* Railway is by the Terms of the said Lease agreed to be reduced to the Sum of One hundred and ninety thousand and eighty-seven Pounds Ten Shillings, and it is expedient that the *Shrewsbury and Birmingham* Railway Company should be empowered to reduce the same Capital accordingly, and to separate the same from the Portion of the Capital of the Company represented by the Shares called Class A. Shares, and to designate and distribute the Shares in the Company in manner herein-after mentioned: Be it therefore enacted, That it shall be

lawful

lawful for the *Shrewsbury and Birmingham* Railway Company to reduce the Amount of Capital which is or is to be subscribed by them towards the Formation of the *Stour Valley* Railway to the Sum of One hundred and ninety thousand and eighty-seven Pounds Ten Shillings, and, with the Consent in Writing of the *London and North-western* Railway Company and of the *Birmingham, Wolverhampton, and Stour Valley* Railway Company, under their respective Corporate Seals, first had and obtained, to separate the same from the Shares called Class A. into Stock of the *Shrewsbury and Birmingham* Railway Company, to be designated "*London and North-western* Railway Guaranteed Stock;" and after such Separation to reduce the Class A. Shares from the nominal Amount of Twenty-five Pounds to that of Nine Pounds Twelve Shillings and Three-pence.

Fixing Amount of Shares in Shrewsbury and Birmingham Railway.

XXXII. And be it enacted, That from and after such Separation as aforesaid the Shares called Class A. and Class B. shall be respectively *Shrewsbury and Birmingham* Railway Shares of the nominal Amount of Nine Pounds Twelve Shillings and Three-pence each; and the Distinctions existing between the said Shares in respect of Dividend, and in respect of the Election of Directors, and otherwise, shall cease, and the said Shares shall be entitled to participate equally to the Extent of the Capital paid up on each in the net Profits of the *Shrewsbury and Birmingham* Railway Company, subject to and after the Payment of the Interest on all Loans raised by the *Shrewsbury and Birmingham* Railway Company under any Power vested in them for that Purpose, and the Payment of the Dividend payable on the said Sum of One hundred and fifty-five thousand Pounds, and which Dividend, whether such Separation be carried out or not, shall be a fixed Dividend out of the net Revenue of the Company for the current Year at the Rate of Eight Pounds *per Centum per Annum* for Ten Years from the Time of the opening of the Main Line of Railway from *Shrewsbury* to *Wolverhampton*, and at the Rate of Six Pounds *per Centum per Annum* in perpetuity thereafter; and the Holders of the said several Shares shall be deemed to be Members of the *Shrewsbury and Birmingham* Railway Company, and shall be entitled to vote at all Meetings of the Company for all Purposes whatsoever, and shall in all respects be interested *pari passu* in the Management and Control of the Affairs of the Company.

Capital of Company.

XXXIII. And be it enacted, That the Capital of the *Shrewsbury and Birmingham* Railway Company in Shares and Stock shall, after such Separation as aforesaid, consist of the aforesaid Subscription of One hundred and ninety thousand and eighty-seven Pounds Ten Shillings to the *Stour Valley* Railway; of Fifty-two thousand Shares, hitherto called Class A. Shares, and created of the nominal Amount of Twenty-five Pounds *per* Share, but by this Act reduced to Nine Pounds Twelve Shillings and Three-pence *per* Share; of Fifty-two thousand Shares, hitherto called Class B. Shares, also of the nominal Amount of Nine Pounds Twelve Shillings and Three-pence; and of Nineteen thousand three hundred and seventy-five Shares, called "Preference Shares," of the nominal Amount of Eight Pounds, being the Preference Shares mentioned in the aforesaid Resolutions; and the Company are hereby empowered to make and carry into effect

effect all such Regulations and Arrangements, and to do all such Acts as shall be necessary or expedient for carrying the aforesaid Provisions into effect.

Scale of voting.

XXXIV. And be it enacted, That the Scale of voting of Proprietors in the Company at Meetings thereof shall be in respect of nominal Capital held by them in the Company as follows:

For every Twenty Pounds up to One hundred Pounds, One Vote:

For every Fifty Pounds above One hundred Pounds and up to Five hundred Pounds, One Vote:

For every One hundred Pounds above Five hundred Pounds, One Vote:

And a fractional Part of any of the several Sums in respect of which a Vote by the above Scale is conferred shall not entitle the Holder of such fractional Part to a Vote or Votes in respect thereof.

Shares may be wholly forfeited in certain Cases, and re-issued.

XXXV. And be it enacted, That if any Shareholder fails to pay any Call payable by him in respect of any Share held by him, together with the Interest (if any) that shall have accrued thereon, or any Part of such Call or Interest respectively, and the Directors of the *Shrewsbury and Birmingham* Railway Company shall have submitted such Share for Sale in manner directed by "The Companies Clauses Consolidation Act, 1845," and no Offer shall be made for the Purchase of such Share equal to the Amount due from any such Shareholder for such Call, and the Arrears of any previous Call, and the Interest thereon respectively, it shall be lawful for the Directors of the Company to declare such Share to be wholly forfeited, and the same shall thenceforth sink into and become Part of the general Capital of the Company, but nevertheless may be sold and re-issued upon such Terms and in such Manner as the Company from Time to Time, with the Approbation of Three Fifths at least of the Votes of the Proprietors present in Person or by Proxy at any General Meeting of the Company specially convened for the Purpose may determine: Provided always, that the Fact of such Submission for Sale, and of no sufficient Offer being made, and of such Declaration being made as last aforesaid, shall be entered in the Minute Book of the Directors of the Company, and such Entry shall be *primâ facie* Evidence of the Truth of the Matter entered; provided further, that such Shareholder shall from and after the making of such Declaration be precluded from all Right, Title, or Interest in or to such Share, and shall be released from all Liability in respect thereof.

Limiting the Terms on which Shares are to be re-issued.

XXXVI. And be it enacted, That no Guarantee of Preference or Priority, or Amount of Dividend, in respect of any Share to be sold or re-issued as aforesaid, shall exceed the Rate of Ten Pounds *per Centum per Annum;* nor shall any such Guarantee operate to defeat or prejudice any prior Guarantee of Preference or Priority, or Amount of Dividend or Interest, created by or in conformity with the Provisions of this or any other Act: Provided always, that the aggregate Amount to be raised by the Issue of any such Shares shall not exceed the aggregate Amount left unpaid on the old Shares in lieu of which

which such Shares shall be issued at the Time of such Declaration of Forfeiture or Merger as aforesaid of such old Shares.

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

XXXVII. And be it enacted, That it shall not be lawful for the 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 Company to construct any other Railway or execute any other Work or Undertaking.

Railway Company to be subject to the 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 Railways;* 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 Two Acts were passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, the one intituled *An Act for regulating the Gauge of Railways*, and the other intituled *An Act for constituting Commissioners of Railways:* Be it enacted, That nothing in this Act contained shall be held to exempt the Lines of Railway hereby authorized, or the Company, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Lines of Railway so far as the same shall be applicable thereto.

Railways not exempt from Provisions of future general Acts.

XXXIX. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railways by this or the said recited Act authorized to be made, or the said Company, from the Provisions of any general Act relating to such Act, or of any general Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act or by the said recited Act.

Expenses of Act.

XL. And be it enacted, That all Costs, Charges, and Expenses connected with the passing of this Act shall be paid by the *Shrewsbury and Birmingham* Railway Company, or the Directors thereof, out of the first Monies which shall come to their Hands after the passing hereof, or out of any Monies which at that Time shall be at their Disposal, and in preference to any other Payment.

Public Act. XLI. 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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