ANNO DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. liii.

An Act for enabling the *South Staffordshire* Railway Company to make Branch Railways to *Cannock* and *Norton*, to acquire additional Lands in the Parish of *Wednesbury*, and for other Purposes.

[2d *June* 1854.]

WHEREAS an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, called "The *South Staffordshire Junction* Railway Act, 1846," whereby a Company was incorporated for the Purpose of making a Railway, to be called "The *South Staffordshire* Railway," with Branches: And whereas another Act was passed in the same Session, called "The *Trent Valley, Midlands, and Grand Junction* Railway Act, 1846," whereby a Company was incorporated for the Purpose of making a Railway, to be called "The *Trent Valley, Midlands, and Grand Junction* Railway:" And whereas under the Provisions contained in the said Acts the Two Companies severally incorporated thereby have been amalgamated and consolidated into One Company, under the Name of "The *South Staffordshire* Railway Company:" And whereas further Powers have been conferred upon the said Company by other Acts of Parliament subsequently passed:

And whereas it is expedient that the said Company should be empowered to construct the Branch Railways herein-after mentioned, and should also be empowered to acquire and use, for Purposes connected with their Railway, certain Lands in the Parish of *Wednesbury* in the County of *Stafford*; but such Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

I. That in citing this Act it shall be sufficient to describe it as "The *South Staffordshire* Railway Act, 1854."

"The Company."

II. That where in this Act the Expression "the Company" or "the said Company" is used, the same respectively shall mean the *South Staffordshire* Railway Company.

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

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

Power to make Railways, &c. according to deposited Plans.

IV. And whereas Plans of the proposed Railways to *Cannock* and *Norton*, and of the additional Lands at *Wednesbury* proposed to be taken for the Purposes before mentioned, and Sections showing the Levels of the said intended Railways respectively, and also Books of Reference to the said Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands and Houses proposed to be taken under the Authority of this Act, have been deposited with the Clerk of the Peace for the County of *Stafford*: Be it enacted, That, subject to the Provisions in this Act contained, the Company may make and maintain the Railways herein-after mentioned, with all necessary Works and Conveniences connected therewith, in the Lines and according to the Levels shown upon the Plans and Sections relating to the said Railways, and upon the Lands delineated on the said Plans, and described in the said Books of Reference; and may enter upon, take, and use all or any of the said Lands as may be necessary for those Purposes; (that is to say,)

1st, a Branch Railway, commencing in the Township of *Walsall*, otherwise *Walsall Foreign*, in the Parish of *Walsall*, by a Junction with the *South Staffordshire* Railway at or near *Homebridge Forge Lane*, and terminating in the Parish of *Cannock* near a Road leading from *Cannock* aforesaid to *Cannock Mill*:

2d, a Branch Railway commencing by a Junction with the *South Staffordshire* Railway in the Township of *Pelsall* in the Parish of *Wolverhampton*, at or near the Point where the Branch to the Railway

way Colliery diverges from the Main Line of the *South Staffordshire* Railway, and terminating on the North-west Side of *Norton Green* in the Parish of *Norton* at or near the Point where *Washbrook Lane* leads out of *Norton Green*:

And the Company may also, subject as aforesaid, enter upon, take, and use, for the Purpose of providing additional Accommodation in connexion with their Railway, all or any of the Lands and Buildings in the Parish of *Wednesbury* in the County of *Stafford* described upon the Plans and in the Books of Reference so deposited as aforesaid; and the new Lines of Railway and Works by this Act authorized shall be constructed with Two Lines of Rails on the Gauge of Four Feet Eight Inches and a Half, and shall become Part of the Undertaking of the *South Staffordshire* Railway Company.

Nothing to affect Rights of Great Western, or Birmingham, Wolverhampton, and Dudley Railway Companies.

V. That, notwithstanding anything in this Act contained, it shall not be lawful for the Company, or for any Person under or in execution of this Act, or for any other Purpose, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the *Great Western*, or the *Birmingham, Wolverhampton, and Dudley* Railway Companies, or in any Manner to alter, vary, or interfere with the said Railways or any of the Works appertaining thereto, unless with the previous Consent in Writing of the last-mentioned Companies, and except as by this Act is expressly provided, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities of or vested in or belonging to the said *Great Western*, and *Birmingham, Wolverhampton, and Dudley* Railway Companies, or either of them.

Power to cross certain Roads on the Level.

VI. That, subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained in reference to the crossing of Roads on the Level, it shall be lawful for the Company, in the Construction of the Railways by this Act authorized, to carry the same across and on the Level of the several Roads numbered on the Plans deposited as hereinbefore mentioned, as follows; (that is to say,)

Number on Plan.	Parish.
CANNOCK BRANCH:	
74	Walsall.
137	Walsall.
NORTON BRANCH:	
38	Norton Canes.
101[a]	Norton Canes.

VII. That,

Company to erect a Station or Lodge at Points of crossing, and to abide by Rules, &c. of Board of Trade

VII. That, for the greater Convenience and Security of the Public, the Company shall erect and permanently maintain either a Station or Lodge at the several Points where the Railway crosses the before-mentioned Roads on the Level, and the 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 Board of Trade; and if the Company shall fail to erect, or at all Times maintain, any such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been imposed.

Board of Trade may require a Bridge to be erected in lieu of level Crossings.

VIII. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time either before or after the Railways by this Act authorized to be made shall have been completed and opened for public Traffic, to require the Company, within such Time as the said Board of Trade shall direct, and at the Expense of the Company, to carry any or either of the before-mentioned Roads either under or over the Railway, by means of a Bridge or Arch, in lieu of crossing the same on the Level, and to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Lands for extraordinary Purposes.

IX. That it shall be lawful for the Company to purchase by Agreement any Quantity of Land for extraordinary Purposes, and either adjoining or near to their Railway or otherwise as shall seem convenient, not exceeding Ten Acres, in addition to the Land which they are already authorized to take for such Purposes.

Limiting Time for compulsory Purchase of Land.

X. 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 Eighteen Months from the passing of this Act.

Limiting Time for completing Railways.

XI. That the Railways hereby authorized shall be completed within Three Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the said Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Dividends suspended if Railways not opened with-

XII. That if the Railways by this Act authorized to be constructed shall not be completed and opened for public Traffic within Three Years from the passing of this Act, then and from thenceforth it shall not be lawful

lawful for the Company to declare or pay any Dividend on the ordinary or unguaranteed Capital of the Company until the said Railways shall have been completed and opened for public Traffic. in a limited Period.

XIII. And whereas the said Railway firstly hereby authorized to be constructed is intended to be carried over and under the Canals of the Company of Proprietors of the *Birmingham* Canal Navigations, (which Company is herein-after referred to as the *Birmingham* Canal Company,) in the respective Places and in manner herein-after mentioned, namely, by Bridges over the Canal called the *Wednesfield* Canal, at a Point near *Broad Lane Bridge* in the Parish of *Bushbury* in the County of *Stafford*, and by means of an Archway or Tunnel under the said *Wednesfield* Canal near *Bloxwich Mill* in the Parish of *Walsall* in the said County of *Stafford*; and the said Railway secondly hereby authorized is intended to be carried over the said *Wednesfield* Canal in the Parish of *Norton*, otherwise *Norton Canes*: Be it therefore enacted, That the said Railway Company shall, and they are hereby required, at their own Expense, to build in a proper Manner and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, a good and substantial Bridge over the said Canal, and the Towing-paths and other Works thereof, at each of the aforesaid Points where the said Railways are respectively intended to be carried over the same Canal, as shown upon the said Plans so deposited as aforesaid, or within such Deviation therefrom as is herein-after authorized, and that the said Railway Company shall and they are hereby required, at their own Expense, to construct, 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 Archway or Tunnel under the said Canal, as shown upon the said Maps or Plans so deposited as aforesaid, and the clear Opening or Span of the Arch of every such Bridge over the said Canal between the Walls or Abutments thereof shall be Twenty-four Feet and Six Inches on the Square, and there shall be a clear and unobstructed Waterway for the said Canal at the Point of crossing of Sixteen Feet and Six Inches, and a Space of Eight Feet wide on One Side thereof for a Towing-path, and every such Bridge or Viaduct shall have close Fences of not less than Four Feet Six Inches high above the Level of the Rails, and the Spring of the Arch or Socket of the Girders shall at the aforesaid Points of crossing over the said Canal commence at a Point not being less than Eight Feet above the present Surface of the Towing-path of the said Canal at the said Point of crossing. Company to make Bridges or Viaducts over or Tunnels under the Birmingham Canal in prescribed Manner.

XIV. That the said Railway Company shall, and they are hereby required, in carrying the said Railway under the said Canal, at their own Expense, to construct, 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 Aqueduct for the Passage through the same Company to construct Aqueduct to the Satisfaction of Engineer of Birmingham

Canal Company.

same of the said Canal, and the clear Width of the Waterway of such Aqueduct shall be Twenty Feet at the Place under which the said Archway or Tunnel shall be formed, and of the Space of Eight Feet for a Towing-path on One Side thereof, and the same Aqueduct shall be upon such Level and of such Capacity as to preserve the Course of the said Canal through the same at the present Level thereof, and the Depth of the Water Channel of the said Aqueduct shall be Five Feet Six Inches below the Top-water Level of the said Canal.

Company to make a temporary Canal during Construction or subsequent Repair of Aqueduct.

XV. That before any Stoppage of the Navigation of the said Canal shall be made for the original Construction of the aforesaid Aqueduct, or for any subsequent Repairs or Reconstruction thereof, the said Railway Company shall, and they are hereby required, at their own Expense in all Things, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, to construct and provide a sufficient and convenient temporary Canal, sufficient for the Passage of Two loaded Boats abreast in the said Canal, with a proper Towing-path on each Side not less than Six Feet wide, and Approaches thereto, so as to connect the several Portions of the said Canal, and to divert the Water thereof through such temporary Canal, and to prevent any Obstruction or Impediment in the Navigation thereof; and the said Railway Company, at the like Expense, shall make such Diversion accordingly, and when and so soon as such Aqueduct shall be completed or (as the Case may be) effectually repaired, shall restore the Course of the said Canal.

Company to keep Bridges, &c. in repair.

XVI. That the said Railway Company shall at all Times for ever after the said several Bridges or Viaducts, Arches, Tunnels, and Aqueducts to be made and constructed under the Provisions of this present Act shall have been completed, keep the same, and all future Bridges, Viaducts, Arches, Tunnels, and Aqueducts to be erected or made respectively in lieu thereof (and which shall be at the same respective Places, in the like respective Directions, and of the like Dimensions, Capacity, and Materials, as are herein-before severally mentioned), together with all Works belonging to or connected therewith respectively, in good and complete Repair; and in case of any Want of Repair to any such Bridges, Viaducts, Arches, Tunnels, or Aqueducts, or any Work belonging thereto or connected therewith, or of the said Aqueducts being from any Cause cracked or otherwise inadequate for the free Passage, and without any Waste of the Water in the said Canal under which the said Tunnel shall be constructed, and whether such Want of Repair or Inadequacy shall arise from the sinking of any such Bridges or Viaducts, Arches, Tunnels, or Aqueducts, or any Part thereof respectively, or from any other Cause whatsoever not arising from the Act or Default of the said *Birmingham* Canal Company, 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,

Notice, commence the Repairs, or, as the Case may require, the raising or rebuilding or Reconstruction of the said Bridges or Viaducts, Arches, Tunnels, or Aqueducts 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 Bridges or Viaducts, Arches, Tunnels, or Aqueducts, and raise or rebuild or reconstruct the same or such Part thereof respectively 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 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 Expenses (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 for 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 Court of competent Jurisdiction: Provided always, that during the Progress of constructing any such Bridges or Viaducts, Arches, Tunnels, or Aqueducts, and at all future Times during any Repairs, raising, or rebuilding or Reconstruction thereof, the Engineer for the Time being of the said *Birmingham* Canal Company, with the requisite Assistants and Workmen, shall have free Access to such Bridges or Viaducts, Arches, Tunnels, or Aqueducts, and full Permission to inspect the Workmanship and Materials thereof.

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

XVII. 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 either of them, vested in the said *Birmingham* Canal Company (save only as herein specially provided for), or to contract the Width of the same, or to contract the Width of the Towing-paths thereof, or of any Space reserved or intended as a Towing-path thereof, to a less Width than Ten Feet, 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 the said Railway Company (except for the Purpose of crossing the said Canal) shall not take or interfere with the said Canals, or any of the Property of the said *Birmingham*

ham Canal Company, or make any lateral Deviation from the Course or Direction of the said Railways 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, Aqueducts, or Feeders of the said *Birmingham* Canal Company shall be taken, used, or damaged, without the Consent of the said *Birmingham* Canal Company under their Common Seal first had and obtained.

Provisions in case of Obstruction.

XVIII. 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 of any such Bridges, Viaducts, Archways, or Tunnels 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 of their Agents or Servants, it shall happen that the said Canals or the Towing-paths thereof, 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 Load shall be impeded in their Passage along the said Canals, or any or either of them, 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 shall continue after Notice in Writing thereof from the said *Birmingham* Canal Company, their Agent or Clerk, to the said Railway Company, and so in proportion for any less Time 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 will full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any Court of competent Jurisdiction: Provided always, that nothing herein contained shall extend to prevent the said *Birmingham* Canal Company from recovering against the said Railway 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, or other Damages accordingly.

The Springs, &c. of the Birmingham Canal Company preserved.

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

Use of the said Canals, or any or either of them, 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 Canals, or any of them, 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 not to obstruct the Formation of Branches communicating with the Birmingham Canal.

XX. And whereas, under and by virtue of the Acts relating to the Canals 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 specified, in order to communicate with the said Canals: And whereas the Railways 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 Expense would be occasioned by the Construction of Bridges, Viaducts, or Aqueducts for the Purpose of carrying such Cuts, Canals, Railways, or Roads over, under, or across the said Railway: Be it therefore enacted, That in the event of any such Person being desirous to make or to 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, under, across, or by the Side of the said Railways, 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 carrying the same over, under, or across, or by the Side of the said Railways, or as to the Place where the same shall 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 (if any) of the Cost of making and maintaining the same to be borne by the said Railway Company, or as to the Use thereof at any Time thereafter by the Owners, Lessees, or other Persons in the Occupation thereof, such Difference shall be settled by Arbitration.

Communication between Canal and Steam Engines not to be obstructed.

XXI. And whereas the said Railways may also intervene between the said Canals, or One of them, and Lands on which Steam Engines may hereafter be erected, between which and the said Canals Communication for the Passage and 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 required Facilities for the Purposes thereof by constructing, at the Cost of the Party requiring the same, or permitting to be constructed, through, under, or

or over the said Railways such Culvert, 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 Rights, &c. of the Birmingham Canal Company.

XXII. Provided also, 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 *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.

Company to construct Bridge, &c. for carrying Branch Canal across the Railway to the Satisfaction of the Engineer of Canal Company.

XXIII. And whereas the said *Birmingham* Canal Company have for some Time past had it in contemplation to construct, under the Powers of their Acts, a short navigable Cut or Canal from and out of the Main Line of the *Wednesfield* Canal, at or near to a Point thereon called the *Sneyd Junction*, into a Branch of the same Canal, called *Lord Hay's* Branch, at or near the Point where such last-mentioned Branch crosses the Turnpike Road leading from *Walsall* to *Stafford*: And whereas the making of such navigable Cut or Canal would, by shortening the Line of Canal between the Town of *Wolverhampton* and the City of *Lichfield*, and otherwise improving the Navigation, be of much local and public Advantage, and it is expedient that the following Provision should be made to prevent the future making of such navigable Canal from being interfered with or injuriously affected by the Construction of the said Railways and Works hereby authorized: Be it therefore enacted, That it shall be lawful for the said *Birmingham* Canal Company to require the said Railway Company, at the Expense in all Things of the said last-mentioned Company, to provide, make, and construct over or under the said Branch Railway called the *Cannock* Branch hereby authorized, between the Point marked or described on the said Plan and Section so deposited as aforesaid as Two Miles and Six Furlongs and the Point marked or described thereon as Three Miles and Three Furlongs, and in such particular Situation between such last-mentioned Points as may be found most convenient for the Purpose (to be settled and determined by and between the Engineers of the respective Companies for the Time being) a Bridge or Viaduct, Aqueduct, Tunnel, or Arch (with proper close Fences not less than Four Feet Six Inches high) sufficient to carry such proposed navigable Canal either under or over the said Branch Railway on the present Level of the said *Wednesfield* Canal, and the said Railway Company shall construct the said Railway and Works accordingly, and the said Railway Company shall provide, make, and construct such Bridge, Viaduct, Aqueduct, Tunnel, or Arch forthwith after Request shall have been made, and either during the Construction or after the Completion of the said Branch Railway

way and Works hereby authorized, and such Bridge or Viaduct, Aqueduct, Tunnel, or Arch, shall be made and constructed to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, and shall be of sufficient Width and Capacity to allow the same Canal uninterruptedly a Width of Sixteen Feet Six Inches for the Waterway and Eight Feet for the Towing-path, and a Depth of Water of Five Feet Six Inches from the Top-water Level, and a clear Headway of at least Eight Feet above the Towing-path.

Railway Company to keep Bridge, &c. in repair.

XXIV. That the said Railway Company shall and they are hereby required, at their own Expense, and at all Times after such Bridge or Viaduct, Aqueduct, Tunnel, or Arch which they are by the last preceding Clause required to construct and make shall have been constructed and made, to maintain and keep the same, and every other Bridge or Viaduct, Aqueduct, Tunnel, or Arch which shall be erected or made in lieu thereof (and which shall be made at the same Place, in the like Direction, and of the like Dimensions, Capacity, and Mode of Construction), in good and complete Order and Repair, to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Railway Company; and if at any Time after Twenty-eight Days Notice in Writing to the said Railway Company shall have been given by or in behalf of the said *Birmingham* Canal Company requiring any such Bridge or Viaduct, Aqueduct, Tunnel, or Arch to be made or constructed, or specifying that the same or any Part thereof is not made to the Satisfaction of the Engineer for the Time being of the said Company, and the Particulars of such Default, the said Railway Company shall not commence and with all reasonable Expedition proceed with and complete the Construction thereof in manner herein-before directed, or if at any Time after Seven Days Notice in Writing to the said Railway Company shall have been given by or on behalf of the said *Birmingham* Canal Company that any such Bridge or Viaduct, Aqueduct, Tunnel, or Arch is not properly maintained and kept in repair the said Railway Company shall not commence and with all reasonable Expedition proceed with and complete the Maintenance and Repair thereof in manner herein-before directed, then and in either of such Cases, and as often as the same shall happen, it shall be lawful for the said *Birmingham* Canal Company, and their Engineers, Surveyors, and Workmen, to construct, maintain, and repair any such Bridge or Viaduct, Aqueduct, Tunnel, or Arch, in such Manner as may be necessary for the Purposes aforesaid; and it shall be lawful for the said Engineers, Surveyors, and Workmen, with the requisite Materials, Instruments, and Machinery, to enter upon the said Railway and the Works and Lands of the said Railway Company, and to do and perform thereupon all such Acts and Works as shall be requisite for the Purposes aforesaid; and all such Costs, Charges, and Expenses (which shall be so incurred by the said *Birmingham* Canal Company in or about the Construction, Maintenance, and Repair of any such Bridge or Viaduct, Aqueduct, Tunnel, or Arch, or otherwise in the

Penalty in case of Default.

Execution

Execution of this present Power) shall be forthwith paid unto the same Company by the said Railway Company, and in the event of any Default being made in such Payment the Amount of such Costs, Charges, and Expenses may be recovered in manner herein-before provided for the Recovery of any Expenses which may be incurred by the said *Birmingham* Canal Company in repairing, rebuilding, or raising any such Bridge or Viaduct as is herein-before mentioned for carrying the said Railway over the said Canal.

For regulating the Junction with the Hatherton Branch Canal Railway.

XXV. That the Expense of the Communication hereby authorized with a Railway or Tramroad belonging to the Proprietors of the *Hatherton* Branch Canal, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Communications, and of regulating and adjusting the same, shall be borne and paid by the *South Staffordshire* Railway Company, and that all such Communications, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained under the Direction and Superintendence, and to the reasonable Satisfaction of the Engineer for the Time being of the Proprietors of the *Hatherton* Branch Canal, and in such Manner and Form, and by such Ways and Means only, as shall not in anywise prejudice or hinder the *Hatherton* Branch Canal Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same, save only so far as shall be necessary for the Purpose of effecting the Junctions hereby authorized in manner aforesaid, and not otherwise.

Not to deviate through the Lands belonging to the Proprietors of the Hatherton Branch Canal.

XXVI. That, notwithstanding anything in this Act contained to the contrary, it shall not be lawful for the Company, or for any other Person, either in the Execution of this Act or under Colour thereof, in making the Railways, to deviate in or through the Lands of the Proprietors of the *Hatherton* Branch Canal from the Line as laid down on the Plans deposited as aforesaid, or either permanently or temporarily to enter upon, take, or use any of the Lands or Property of the said last-mentioned Proprietors, or in any Manner to alter or interfere with their said Railway or any of the Works appertaining thereto, save only so far as is by this Act expressly and specifically authorized, or as shall be necessary for effecting the aforesaid Junction, and not otherwise.

Company not to obstruct the Springs, &c. of the Canals.

XXVII. Provided always, That nothing herein contained shall authorize or empower the said Company to take away, obstruct, or lessen any Springs, Brooks, Streams, Feeders, Waters, or Watercourses which now are or heretofore have been lawfully taken for the Use of the said *Hatherton* Branch Canal, or the *Staffordshire and Worcestershire* Canal; and if at any Time or Times hereafter it may be found necessary for the Purposes of this Act to make or construct any Arches, Bridges, Tunnels, Culverts,

Culverts, Drains, or other Works over or along any of such Springs, Brooks, Streams, Feeders, Waters, or Watercourses, all such Arches Bridges, Tunnels, Culverts, Drains, and other Works shall be made and constructed at the Expense of the *South Staffordshire* Railway Company, but under the Superintendence and Direction, and to the reasonable Satisfaction of the Engineer for the Time being of the Proprietors of the *Hatherton* Branch Canal or of the *Staffordshire and Worcestershire* Canal, as the Case may be, and all such Arches, Bridges, Tunnels, Culverts, Drains, Waters, Watercourses, and other Works shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient and proper Order and Repair by the *South Staffordshire* Railway Company, to the reasonable Satisfaction of the said Engineer for the Time being of the Proprietors of the *Hatherton* Branch Canal or of the *Staffordshire and Worcestershire* Canal, as the Case may be; and if at any Time after Seven Days Notice in Writing shall be given by or on behalf of the said last-mentioned Proprietors respectively that the said Arches, Bridges, Tunnels, Culverts, Drains, Waters, Watercourses, and other Works, or any of them, are not made, or being made shall not be cleansed, maintained, kept, and repaired according to the true Intent and Meaning of this Act, it shall and may be lawful for the said last-mentioned Proprietors respectively, and their Engineers, Surveyors, and Workmen, to make, cleanse, and repair all such Arches, Bridges, Tunnels, Culverts, Drains, Waters, Watercourses, and other Works in such Manner as shall be necessary, and all the Costs, Charges, and Expenses thereof shall be paid on Demand, to the said last-mentioned Proprietors, by the *South Staffordshire* Railway Company, and in case of Neglect or Refusal by the said last-mentioned Company to satisfy and defray such Expenses for the Space of Twenty-one Days after Demand thereof made in Writing upon such last-mentioned Company, or their Clerk or Treasurer for the Time being, such Expenses may be levied and recovered by the said Proprietors of the *Hatherton* Branch Canal or of the *Staffordshire and Worcestershire* Canal, as the Case may be, by Distress and Sale of the Goods and Chattels of the *South Staffordshire* Railway Company, in the same Manner as any other Expenses may, by virtue of this Act or otherwise, be levied and recovered upon and from such last-mentioned Company.

Not to deviate so as to affect the Hatherton Branch Canal, or the Wharfs adjoining.

XXVIII. Provided always, That, notwithstanding any general Power of Deviation which the *South Staffordshire* Railway Company may have, they shall not, in constructing any Parts or Part of the said Railways, make any Deviation from the Line or Direction of the Railway hereby authorized to be made by means of which Deviation the said Railways would be brought nearer to the said *Hatherton* Branch Canal or the Wharfs thereto belonging than the Line of the said Railways as delineated on the Map or Plan deposited with the Clerk of the Peace of the County of *Stafford*, without the Consent in Writing of the Proprietors of the said Canal first had and obtained for that Purpose.

Maximum Tolls for Carriages and Engines;

XXIX. That the Company may from Time to Time lawfully demand and receive from other Parties, in respect of their Right to use the Railways by this Act authorized, and in respect of Carriages and Engines employed by such other Parties thereon respectively, any Tolls not exceeding the Tolls specified in the firstly herein-before recited Act.

for Passengers;

XXX. That the Company may from Time to Time lawfully demand and receive for the Conveyance by them of Passengers upon the said Railways, including every Expense incidental to such Conveyance, any Sums not exceeding the maximum Rate of Charge prescribed by the firstly herein-before recited Act.

for Cattle, Goods, &c.

XXXI. That the Company may from Time to Time lawfully demand and receive for the Conveyance by the Company of Goods and Cattle upon the said Railways, including every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, any Sums not exceeding the maximum Charges prescribed by the said firstly herein-before recited Act; and the same Regulations shall apply to all such Tolls, Rates, and Charges as apply to the Tolls, Rates, and Charges specified in the said firstly herein-before recited Act.

Tolls for small Parcels;

XXXII. Provided always, That with respect to small Parcels carried on the Railways by this Act authorized the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels on either of the Railways, or any Part thereof, as follows:

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

For any Parcel not exceeding Fourteen Pounds in Weight, Eightpence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence:

For any Parcel not exceeding Fifty-six Pounds in Weight, Two Shillings:

for Parcels of greater Weight.

And for Parcels exceeding Fifty-six Pounds in Weight and not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages.

XXXIII. That

Power to apply Corporate Funds to Purposes of this Act.

XXXIII. That it shall be lawful for the Company to appropriate to or towards all or any of the Objects and Purposes of this Act any Sums of Money which they are authorized to raise, or which shall have been raised by them, under the Provisions of any Act or Acts in force with relation to the said Company, and which may not be required for the Purposes to which they are by any such Act or Acts made specially applicable.

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

XXXIV. That the Company shall not, out of any Money by this Act or any other Act relating to the said Company authorized to be raised for the Purposes of such Act or Acts, 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 any Act authorizing the Company to construct any other Railway or execute any other Work or undertaking.

Railways and Company subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. c. 57., and 14 & 15 Vict. c. 64.

XXXV. 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 another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways;* and another Act was passed in the Session of Parliament held in the Fourteenth and Fifteenth Years of the Reign of Her said Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways:* Be it enacted, That nothing in this Act contained shall be held to exempt the said Railways 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 Railways and Company so far as the same shall be applicable thereto.

Railways,&c. not exempt from Provisions of future General Acts.

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

Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by this or any other Act relating to the Company.

Expenses of Act.

XXXVII. That all the Costs, Charges, and Expenses of and incident to the obtaining of this Act and preparatory thereto shall be paid by the Company.

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