ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. clxxx.

An Act to authorize the *Wolverhampton and Walsall* Railway Company to make a Deviation from their authorized Railway at *Walsall*; and for other Purposes with respect to the Company.

[12th *August* 1867.]

WHEREAS by "The *Wolverhampton and Walsall* Railway Act, 1865," a Company was incorporated under the Name of "The *Wolverhampton and Walsall* Railway Company" for making a Railway in *Staffordshire* from the Town of *Wolverhampton* to the Town of *Walsall*, and the Powers of the Company were varied and extended by "The *Wolverhampton and Walsall* Railway Act, 1866," and the Company are desirous and it is expedient that they should be empowered to abandon a Part of their authorized Railway near *Walsall*, and to make another Railway in the Stead thereof: And whereas Plans and Sections showing the Lines and Levels of the Deviation, and also a Book of Reference containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands required or which may be taken for the Purposes thereof, have been deposited with the Clerk of the Peace for *Staffordshire*, and are herein-after respectively referred to as "the deposited Plans, Sections, and Book of Reference:"

28 & 29 Vict. c. clxxxi.

29 & 30 Vict. c. cclxxvi.

And whereas by an Agreement between the Company and the *London and North-western* Railway Company (which forms the Schedule A. to the said Act of 1866), and is confirmed by the Fortieth Section thereof, the *London and North-western* Railway Company agree and are empowered to work the *Wolverhampton and Walsall* Railway, to contribute Fifty thousand Pounds towards the Capital of the Company, and to make certain annual Payments to the Company in respect of Through Traffic and of other Traffic carried over the Undertaking of the Company; and it is expedient that the *London and North-western* Railway Company should be empowered to appoint Two Directors of the Company: And whereas in other respects it is expedient that the Powers of the said Act should be amended and enlarged: And whereas 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, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Wolverhampton and Walsall* Railway Act, 1867."

8 & 9 Vict. cc. 18. 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. of "The Railways Clauses Act, 1863," (relating to Construction of a Railway,) are (except when expressly varied by this Act) incorporated with and form Part of this Act.

Same Meaning to Words, &c. in incorporated Acts as in this Act. Interpretation of Terms.

3. In this Act the several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to such Construction; the Words "the Company" mean the *Wolverhampton and Walsall* Railway Company, the Words "the Railway" or "the Deviation" shall mean respectively the Railway and the Works connected therewith respectively by this Act authorized to be constructed, and the Expression "Superior Courts," or "Court of competent Jurisdiction," or other like Expression in this Act or any Act incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Power to make Deviation according to

4. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may make and maintain in the Line and according to the Levels shown on the deposited

deposited Plans and Sections the Railway herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railway herein-before referred to and authorized by this Act is: deposited Plans.

A Railway 2 Miles and about 7 Chains in Length, commencing by a Junction with the authorized *Wolverhampton and Walsall* Railway at a Point in the Township of *Bentley* and Parish of *Wolverhampton* marked upon the Plans deposited with respect to the said Act of 1865 as the Fourth Mile from the Commencement of the Line in the Parish of *Wolverhampton*, passing through *Bentley*, *Bloxwich*, *Rushall*, *Walsall*, and *Walsall Foreign*, or some of them, and terminating in the said Parish of *Rushall* by a Junction with the Main Line of the *South Staffordshire* Railway; and the Company shall abandon the Formation of their authorized Line of Railway between the said Point in the Township of *Bentley* and the authorized Termination of the said Railway in the Parish of *Walsall*,

5. The Abandonment by the Company under the Authority of this Act of any Portion of the Railway or Works authorized by the recited Act of 1865 shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act or "The *Wolverhampton and Walsall* Railway Act, 1865." Compensation for Damage to Land by Entry, &c. for Purposes of Railway abandoned.

6. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railway or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Compensation to be made in respect of Portion of Railway abandoned.

such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

As to Bridge over Mill Street.

7. The Company shall construct the Bridge carrying *Mill Street* in the Town of *Walsall* over the Railway of a Width of not less than Thirty Feet between the Parapets of the said Bridge.

Company may apply their Funds towards Purposes of Act.

8. It shall be lawful for the Company to apply towards the Construction of the Works authorized by this Act any of the Monies which they are already authorized to raise.

Powers for compulsory Purchases limited.

9. The Powers of the Company for the compulsory Purchase of Lands for the Purpose of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Railway.

10. If the Railway shall not be completed within Three Years from the passing of this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Company to construct Bridge over a Tramway and an Archway under a Canal of the Birmingham Canal Company.

11. And whereas the Railway is intended to be carried by means of a Bridge over a Tramway of the Company of Proprietors of the *Birmingham* Canal Navigations (which Company is herein-after referred to as "the *Birmingham* Canal Company") called "The *Hatherton* Tramway," in the Parish of *Walsall* in the County of *Stafford*, and by means of an Archway or Tunnel under a Canal of the same Company called "The *Birchills* Branch Canal," in the said Parish of *Walsall*, as respectively shown upon the Plans so deposited as aforesaid: Therefore the Company shall, at their own Expense, construct in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham* Canal Company, a good and substantial Bridge over the said Tramway, at the Point where the Railway is intended to be carried over the same Tramway as shown upon the said Plans so deposited as aforesaid; and the clear Opening or Span of the Arch of such Bridge between the Walls or Abutments thereof shall be of such Width on the Square as shall be equal to and sufficient to clear and leave unobstructed at the Point of crossing the whole of the said Tramway and of the Space on each Side thereof between the Fences, and such Bridge shall have close Fences not less than Six Feet high above the Level

Level of the Rails, and the Spring of the Arch or Soffit of the Girders shall at the aforesaid Point of crossing over the said Tramway commence at a Point not being less than Sixteen Feet above the present Surface of the Rails on the said Tramway, and the Underside of the Middle of the Arch shall not be less than Twenty Feet above the same Surface, and the extreme Width of each such Bridge shall not exceed Thirty Feet; and the Company shall, at their own Expense, construct in a proper Manner, and to the like Satisfaction of the Engineer for the Time being of the *Birmingham* Canal Company, a good and substantial Archway or Tunnel under the said Canal called the *Birchills* Branch Canal, where the Railway is intended to be carried under the same Canal as shown upon the said Plans so deposited as aforesaid.

Company to construct Aqueduct.

12. The Company shall, in carrying the Railway under the said Canal called the *Birchills* Branch Canal, at their own Expense construct in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham* Canal Company, a good and substantial Aqueduct for the Passage through the same of the said Canal; and the clear Width of such Aqueduct shall be equal to the present Width of the Waterway of the same Canal and of the present Towing-paths adjoining thereto at the Place under which the said Archway or Tunnel shall be constructed.

Company to make temporary Canal.

13. Before any Stoppage of the Navigation of the said Canal called the *Birchills* Branch Canal shall be made for the original Construction of the aforesaid Aqueduct, or for any subsequent Repairs or Reconstruction thereof, the Company shall, at their own Expense in all things, and to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham* Canal Company, 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 not less than Eight Feet wide, and Approaches thereto, so as to connect the several Portions of the said Canal, and divert the Waters thereof through such temporary Canal, and prevent any Obstruction or Impediment to the Navigation thereof, and the Company, at the like Expense and to the like Satisfaction, shall make such Diversion accordingly, and when and as 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 keepBridges, &c. in repair.

14. The Company shall, at their own Expense, at all Times for ever after the said Bridge and the aforesaid Archway or Tunnel and Aqueduct shall have been completed, keep the same, and all future Bridges, Archways, Tunnels, and Aqueducts to be erected or made respectively in lieu thereof, (and which shall be at the same respective Places,

Places, in the like respective Directions, and of the like Dimensions and Capacity as are herein-before severally mentioned,) together with all Works belonging to or connected therewith respectively, in good and complete Repair to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham* Canal Company; and in case of any Want of Repair to such Bridges, Archways, Tunnels, or Aqueducts, or either of them, or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of such Bridges, Archways, Tunnels, or Aqueducts, or either of them, or any Part thereof respectively, or from any other Cause whatsoever, and upon Notice in Writing thereof being given by the *Birmingham* Canal Company or their Clerk to the Company, then the Company shall, within the Space of Ten Days after such Notice, commence the Repairs, or, as the Case may require, the raising or rebuilding or Reconstruction of the said Bridges, Archways, Tunnels, or Aqueducts which shall be out of Repair, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising, or rebuilding or Reconstruction shall be wholly completed; and if the Company shall fail to commence the same within the said Space of Ten Days, or proceed therein with all reasonable Expedition as aforesaid, it shall be lawful for the *Birmingham* Canal Company to make all such Repairs to any such Bridges, Archways, Tunnels, or Aqueducts or Works, and to 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 Company to the *Birmingham* Canal Company, upon Demand; and in default of such Payment any Two of Her Majesty's Justices of the Peace for the County of *Stafford* shall, on Application by the *Birmingham* Canal Company, or their Clerk or any other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, 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 Company, and to be paid to the *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 Company, or otherwise the *Birmingham* Canal Company may sue for and recover such Expenses as aforesaid against the Company in any of the Superior Courts: Provided always, that during the Progress of constructing every such Bridge, Archway, Tunnel, or Aqueduct, and at all future Times during any Repairs, raising, rebuilding, or Reconstruction thereof, the Engineer for the Time being of the *Birmingham* Canal Company, with the requisite Assistants and Workmen, shall have free Access to every such Bridge, Archway, Tunnel, or Aqueduct, and

and full Permission to inspect the Workmanship and Materials thereof.

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

15. It shall not be lawful for the Company or any Person in execution of this Act to alter the Course of the said Tramway or of the said Canal, or of any other of the Tramways or Canals of the *Birmingham* Canal Company, or to contract the Width of the same or any of them, or the Towing-paths of the said Canals or any of them, or of any Space reserved or intended as a Towing-path or Paths 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 Traffic along the said Tramway, or the Navigation of the said Canal, or the Access to the said Tramway or Canal, or to any Wharf or Wharves adjoining, or to injure any of the Banks or other Works of or belonging to the said Canals or any of them; and it shall not be lawful for the Company (except for the Purpose of crossing the said Tramway and Canal) to take or interfere with any Canal or any Lands of the *Birmingham* Canal Company, or to make any lateral Deviation from the Course or Direction of the Railway as delineated on the said Plans so deposited as aforesaid, by which Deviation any of the Lands, Wharves, Warehouses, Buildings, Locks, Side Ponds, Towing-paths, Bridges, Reservoirs, Feeders, or other Works of any kind of the *Birmingham* Canal Company shall be taken, used, or damaged, without the Consent in Writing of the *Birmingham* Canal Company under their Common Seal first had and obtained.

In case of Obstruction to Navigation, Railway Company liable to Damages for same.

16. If by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction or of the bad State of Repair of any such Bridge, Archway, Tunnel, or Aqueduct as aforesaid, or any of the Slopes, Banks, or Works of the Railway near the said Tramway or Canals or any of them, or of any other Works by this Act authorized to be constructed, or by any Act or Omission of the Company or any of their Agents or Servants, it shall happen that the said Tramway or Canals or any of them, or the Towing-paths of the said Canals or any of them, or any of the Works connected therewith, shall be so injured or obstructed that the Traffic along the said Tramway shall be impeded, or Boats or other Vessels using the said Canals or any of them, with their usual and accustomed Loads, shall be obstructed, impeded, or delayed in their Passage along the said Canals or any of them, or shall not be able to pass freely along the same, then and in such Case the Company shall pay to the *Birmingham* Canal Company, as or by way of ascertained Damages, the Sum of Three hundred Pounds for every Twenty-four Hours during which any such Obstruction or Impediment shall continue, and so in proportion for any less Period than Twenty-four Hours; and in default of Payment of any such Sum, on Demand

Demand made on the Company, the *Birmingham* Canal Company may sue for and recover the same, together with full Costs of Suit, against the Company in any of the Superior Courts.

Nothing to prevent other Persons suing for Damages.

17. Provided always, That nothing herein contained shall extend to prevent the *Birmingham* Canal Company, or any other Company or Person, from recovering against the Company any special, further, or other Damages that may be sustained by the *Birmingham* Canal Company, or any other Company or Person, on account of any Act or Default of the Company in respect of which any Sum or Sums in the Nature of liquidated Damages is or are hereby imposed or made payable, beyond the Amount thereof.

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

18. Nothing herein contained shall authorize or empower the Company to take away or lessen any Springs, Brooks, Streams, Feeders, Drains, Waters, or Watercourses which now are or heretofore have been taken for the Use of the *Birmingham* Canal Navigations, or which the *Birmingham* Canal Company are by Law empowered to take and make use of for the Purposes of the said Canals or any of them, or to prevent or interfere with any of such Waters flowing into the said Canals or any of them, or into any Feeder or Reservoir of the *Birmingham* Canal Company, or to take away or obstruct or in any Manner impede the free Use of any Communication already made between the Water of the said 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 relating to the *Birmingham* Canal Navigations or any of them.

Company not to obstruct the Formation of Branches communicating with the Birmingham Canals.

19. And whereas under and by virtue of the Acts relating to the Canals belonging to the *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 *Birmingham* Canal Company at the Request of such Owners, to form Cuts, Canals, Railways, Tramways, or Roads not exceeding a certain Length therein specified in order to communicate with the said Canals: And whereas the Railway may intervene between One or more of the Tramways or Canals of the *Birmingham* Canal Company and some of the Mines, Works, or Lands of Persons to whom such Powers are reserved as aforesaid, and additional Expense would be occasioned by the Construction of Bridges, Viaducts, or Aqueducts for the Purposes of carrying such Cuts, Canals, Railways, Tramways, or Roads over or under the Railway: Therefore, in the event of any such Person being desirous to make or procure to be made any such Cuts, Canals, Railways, Tramways, or Roads as aforesaid, to communicate with the said Tramways or Canals, or any of them, the Company shall afford all requisite and proper Facilities for the

Formation

Formation thereof, where necessary, either over, under, or by the Side of the Railway; and if any Difference shall arise between the Company and any Person so desirous to make or procure to be made any such Cut, Canal, Railway, Tramway, or Road as aforesaid, or between the Company and the *Birmingham* Canal Company, either as to the Mode of carrying the same over, under, or by the Side of the Railway, or as to the Place where the same should be so carried, or as to the Facilities to be afforded by the Company for the Purposes thereof, or as to the Proportion of the Costs, if any, of making and maintaining the same, to be borne by the 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 under "The Railways Clauses Consolidation Act, 1845," but so that no Arbitrator or Umpire under any such Arbitration shall have Authority to award or order any Work the Formation whereof may interfere with the free Passage along the Railway.

Communication between the Canals and certain Lands not to be obstructed.

20. And whereas the Railway may also intervene between the said Canals or some of them and Lands on which Steam Engines may hereafter be erected, between which and the said Canals Communications for the Passage or Supply of Water may require to be made: Therefore, if any such Communications are hereafter so required to be made, the Company shall afford all requisite Facilities for the Purposes thereof by constructing at the Expense of the Party applying for the same, or permitting to be constructed, through, under, or over the Railway, such Culverts, Arches, Pipes, Tunnels, or other Works as may be necessary; and in the event of any Difference arising between the Company and the *Birmingham* Canal Company, or any other Person, as to the Nature and Amount of the Facilities so to be afforded by them, such Difference shall in like Manner be settled by Arbitration under "The Railways Clauses Consolidation Act, 1845."

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

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

Preserving the present Width and Line of the Walsall and Bloxwich Turnpike Road.

22. It shall not be lawful for the Company in constructing Bridges or other Works to narrow the present Width or to divert the present Line of Turnpike Road from *Walsall* to *Bloxwich* No. 42. on the deposited Plan in the Parish of *Walsall*.

Deviation not to be opened until certain level

23. And whereas the making and working of the said Railway will render more inconvenient and dangerous to the Public the Use of certain

Crossings in Walsall abolished.

certain Streets in the Town of *Walsall* which are crossed on the Level by the *South Staffordshire* Railway, and called *North Street* and *Portland Street*: Therefore, notwithstanding anything herein contained, the said Railway shall not be opened for public Traffic unless and until the said Streets called *North Street* and *Portland Street*, or a Diversion thereof, shall have been carried over the said *South Staffordshire* Railway by a Bridge; and the said Bridge, Diversion, and all necessary Approaches thereto, shall be made according to the Plan signed by Lord *Methuen*, and to be deposited with the Clerk of the Peace for *Staffordshire*; and such Bridge and Works shall be made and completed to the Satisfaction and Approval of the Commissioners for executing the "*Walsall* Improvement and Market Act, 1848," or in case of Disagreement between the said Commissioners and the said Company, then to the Satisfaction and Approval of an Engineer to be appointed by the Board of Trade.

Deposit Money not to be repaid until Deviation opened, or Half the Capital paid up and expended, except on Execution of Bond, &c.

24. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Six hundred and four Pounds, being Eight *per Centum* on Seven thousand five hundred and forty-three Pounds, the Amount of the Estimate of the Expense of the Deviation by this Act authorized, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said Act of the Ninth Year of Her present Majesty, the said Sum of Six hundred and four Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person named in the Warrant or Order issued in pursuance of the said Act, unless the Company shall previously to the Expiration of the Period limited by this Act for the Completion of the Deviation open the Deviation for the public Conveyance of Passengers; and if the said Period shall expire before the Company shall have opened the Deviation for the public Conveyance of Passengers, the Sum so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*; provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Six hundred and four Pounds shall have been executed by the Company, with One or more Surety or Sureties, (such Bond

to

to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor or Assistant Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Six hundred and four Pounds if the Company shall not within the Time limited for the Completion of the Deviation open the Deviation for the public Conveyance of Passengers, and if such Bond shall have been deposited with the Solicitor or Assistant Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid or transferred to or on the Application of the Person named in such Warrant or Order as aforesaid, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor or Assistant Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Railway, as to Tolls, &c. to form Part of Wolverhampton and Walsall Railway.

25. The Company may demand and take in respect of the Railway the same Tolls and Charges as they are authorized to receive for and in respect of their authorized Undertaking as if they were Part of such Undertaking, and the Railway shall in all respects be deemed Part of the *Wolverhampton and Walsall* Railway as though it had been originally authorized by the first herein-before recited Act.

Notice to be given of taking Houses of Labouring Classes.

26. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses; and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Subscribing Company may appoint Directors;

27. The *London and North-western* Railway Company may from Time to Time appoint Two of the Directors of the Company, and every such Appointment shall be made in Writing under the Seal of

of the said *London and North-western* Railway Company, and shall be deposited with the Secretary of the Company, and may in like Manner be revoked and renewed, and every Director so appointed shall enter upon Office immediately on his Appointment, and shall remain in Office until his Appointment be revoked as aforesaid, or until he die or resign: Provided always, that the Neglect of the *London and North-western* Railway Company to appoint Directors shall not invalidate the Acts of the Directors of the Company.

and to vote at General Meetings.

28. The *London and North-western* Railway Company may, by Writing under its Common Seal, from Time to Time appoint some Person to attend any Meeting of the Company, and such Person shall have all the Privileges and Powers attaching to other Shareholders at such Meetings, and may vote thereat, in respect of the Capital held by the Company which he represents, upon all Questions, excepting the Election of Directors of the Company; and in the event of no special Appointment by such Company being produced at any such Meeting, One of the Directors nominated by the *London and North-western* Railway Company present at such Meeting shall be deemed to hold such Appointment; and in the event of there not being any Director or other Representative of the *London and North-western* Railway Company present at any such Meeting, that Company may exercise the Rights, Powers, and Privileges of voting at such Meeting by Proxy in the Mode prescribed by "The Companies Clauses Consolidation Act, 1845."

Railways not exempt from Provisions of present and future General Acts.

29. Nothing herein contained shall be deemed or construed to exempt the Railways by this or the recited Act authorized to be made from the Provisions 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 to be taken by the Company, or of the Rates for small Parcels.

Expenses of Act.

30. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1867.